

**CONTRACT FOR ON DEMAND SUPPLEMENTAL OPERATIONS
FOR
VEHICULAR HAULING AND SPREADING OF INCLEMENT WEATHER
ROAD DRESSING**

This agreement is made and entered into this 21st day of October, 2015, between the governing authority of Lumpkin County, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and Raines Grading & Hauling, LLC, of Lumpkin County, Georgia.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work:

1. Contractor, when specifically authorized and directed by County, shall haul gravel, sand, salt and other materials as may, from time to time, be identified by Lumpkin County, its agents and employees, from designated loading sites to designated distribution sites.
2. Contractor shall spread gravel, sand, salt, and other materials as may, from time to time, be identified by Lumpkin County, its agents and employees, on such roads, bridges, and other areas designated by appropriate Lumpkin County authorities.
3. Contractor shall be responsible for covering and uncovering each load as may be required by law and/or regulation for the materials being hauled and the spreading of such material.
4. Contractor shall maintain all work and operational records required for such operations, to include driver's log books and equipment maintenance records.
5. Lumpkin County shall pay as follows:
 - a. Eighty and no/100s Dollars (\$80.00) per hour, measured from arrival for first load until released by Lumpkin County;
 - b. The amount of \$20.00 per hour shall be an additional cost per hour for the use of the snow plow attached to his primary vehicle.
 - c. Each day or period of work shall constitute a separate bill.

B. Costs / Expenses / Penalties:

1. Lumpkin County shall provide all materials to be spread on roads and highways, or shall pay all costs and expenses of such materials.
2. Contractor shall be responsible for all maintenance, upkeep and repair of its vehicles operating under the terms of this contract.
3. Contractor shall be responsible for all fines and/or penalties associated with the spreader truck/dump truck operations with the exception of fines and/or penalties charged for overweight loads, which shall be the responsibility of Lumpkin County.

C. Liability:

Contractor assumes all liability for operations under the terms of this contract. County assumes liability for road treatment materials after delivery and distribution.

D. Insurance:

1. Contractor shall provide a certificate of insurance to Lumpkin County for the following coverage and amounts: \$2,000,000 general aggregate liability, \$1,000,000 single occurrence, and worker's compensation in the amount of \$1,000,000.00, or as required by law.

2. Contractor shall keep the required insurance in effect throughout the term of this contract.

3. The insurance policy shall contain a requirement that Lumpkin County be notified, at least 30 days in advance, of cancellation or substantial change in the terms of the insurance.

E. Termination of Contract:

This contract may be immediately terminated by Lumpkin County upon the failure of Contractor to perform the required work under the terms of the contract.

F. Term of Contract:

1. This contract shall commence on December 22, 2015, (taking precedence by mutual consent over the terms of the existing contract) and end on December 31, 2015, with an automatic renewal for an additional annual term beginning January 1, 2016, and ending December 31, 2016. This contract shall be automatically renewed annually unless notice of intent to terminate as of the end of the term is provided not less than ninety (90) days prior to the end of the then current term.

2. This contract may be amended from time to time if approved by the parties hereto.

Contractor:

Raines Grading & Hauling, LLC
Daniel Raines, owner

Lumpkin County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Kathleen C. Walker
Lumpkin County Clerk