

## CONTRACT

This Contract is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Walker County Board of Education (“OWNER”) and \_\_\_\_\_ (“CONTRACTOR”). In consideration of the mutual promises and covenants provided under the terms and conditions of this Contract, the parties contract and agree as follows:

### 1.

#### WORK

The work to be performed under this Contract is set forth in EXHIBIT A, which is attached hereto and made a part hereof, and shall be hereinafter referred to as “WORK”.

CONTRACTOR shall supervise and direct the WORK using the best skill and attention and shall be solely responsible for all means, methods, techniques, sequences and procedures, safety, and for coordinating all portions of the WORK to be performed. The term “WORK” as used in this Contract includes, all labor, materials, and equipment necessary to perform the work. CONTRACTOR shall provide and pay for all labor, materials, equipment and other services necessary for proper execution of the WORK. CONTRACTOR shall not employ on the WORK any unfit person or anyone not skilled in the tasks assigned and shall at all times enforce discipline and good order among employees. CONTRACTOR warrants to OWNER that all materials supplied by him and equipment incorporated in the WORK will be new unless otherwise specified and that all WORK will be of good quality free from faults and defects and in conformance with the terms of this Contract. All WORK not conforming to these standards shall be considered defective.

### 2.

#### INDEPENDENT CONTRACTOR

OWNER is engaging CONTRACTOR as an independent contractor, and CONTRACTOR shall not for any purposes be an employee of the OWNER.

3.

### PAYMENT

CONTRACTOR shall submit requests for payment by submitting said requests in writing at least once a month to OWNER to the attention of \_\_\_\_\_ at the address of \_\_\_\_\_ or other OWNER designee and address as determined by the OWNER from time to time. Payment requests will be paid by the OWNER to CONTRACTOR within fifteen (15) days from approval of payment by OWNER. All payments will be made on the basis of the value of the amount of the WORK properly performed and accepted by OWNER. The total amount to be paid to CONTRACTOR under this Contract for WORK that is performed shall not exceed \_\_\_\_\_.

Payments may be withheld under this Contract on account of:

- A. Defective work not remedied;
- B. Claims filed, and/or
- C. Failure of CONTRACTOR to make payment properly to suppliers or for labor, materials, or equipment.

CONTRACTOR will be paid for only that portion of the WORK properly performed.

4.

### INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the OWNER and its agents, officers, servants and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK, including without limitations those attributable to bodily injury or death and to destruction of property which are caused in whole or in part by any negligent act or omission of CONTRACTOR, anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR under workmen's compensation acts, disability benefit acts or any other employee benefit acts. CONTRACTOR shall be responsible for the acts and omissions of his employees and anyone performing work for CONTRACTOR under this Contract.

5.

### **DEFAULT**

Should CONTRACTOR default or neglect to carry out the WORK in accordance with the Contract or fails to perform any term or provision of the Contract, OWNER may, after seven (7) days written notice to CONTRACTOR and without prejudice to any other remedy it may have at law or in equity, make good such deficiencies and deduct those cost thereof from the payment then or thereafter due CONTRACTOR or, at its option, terminate this Contract and take possession of the site and finish the WORK by whatever method the OWNER may deem expedient.

6.

### **TERMINATION OF CONTRACT**

In addition to the provisions set forth in Section 5 of this Contract, either party hereto may terminate this Contract at any time upon fifteen (15) days advance notice of termination to the non-terminating party.

7.

### **GUARANTEE AND CORRECTION OF WORK**

CONTRACTOR shall guarantee all WORK to have been accomplished in conformance with this Contract. CONTRACTOR shall promptly remedy omission or defect in the WORK, and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one (1) year from the date of acceptance by the OWNER. CONTRACTOR shall correct any WORK that fails to conform with the requirements of this Contract when such failures to conform appear during the progress of the WORK and shall remedy any defects due to faulty materials furnished by CONTRACTOR, equipment or workmanship that appear within a period of one (1) year from the date of substantial completion of WORK under this agreement. In the event that CONTRACTOR fails to make repairs, adjustments or other remedy that may be necessary by such defects, the OWNER may do so and charge CONTRACTOR the costs thereby incurred.

8.

### **INSURANCE**

Contractor shall purchase and maintain such insurance as will provide protection from claims under worker's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of, or result from, CONTRACTOR'S operations under this Contract, whether such operations be by the CONTRACTOR, or by anyone directly or indirectly employed by

CONTRACTOR. The minimum limits for liability insurance shall be \$1,000,000 combined single limit (BI&PD), \$1,000,000 aggregate, or as required by law, whichever is the greater, and will include contractual liability insurance as applicable to the CONTRACTOR'S obligations under Paragraph 4 of this Contract. Certificates of insurance shall be filed with OWNER prior to commencement of work and shall contain a clause stating that insurance will not be cancelled or materially changed until at least 30 days prior written notice has been given to OWNER. OWNER shall be listed as an additional insured under all applicable insurance policies.

9.

#### VENUE

The parties agree that this Contract is to be considered executed and performed in Walker County, Georgia. The laws of the State of Georgia shall govern the construction of the Contract. The Courts of Walker County, Georgia, shall have exclusive jurisdiction and venue to try disputes arising under or by virtue of this Contract.

10.

#### MISCELLANEOUS

- A. This Contract shall be binding upon and inure to the benefit of the respective successors, heirs, executors, administrators, and assigns of CONTRACTOR and OWNER and supersedes any prior or contemporaneous oral or written representations of the parties hereto with regard to the matters contained herein.
- B. This Contract may be modified only by written modification, signed by the parties hereto.
- C. CONTRACTOR warrants that the person executing this Contract on behalf of CONTRACTOR is authorized to execute this Contract, that no further action is required on behalf of CONTRACTOR to enter into this Contract, and CONTRACTOR shall be bound by the provisions of this Contract.
- D. This Contract shall be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and will continue in effect until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or until mowing is now longer needed during this Contract time period, unless earlier terminated by the parties as set forth herein. **Payment will be made on a per mowing basis. This is not a per month contract price.**
- E. If any action at law or equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, costs and necessary disbursements in addition to any other relief that may be available.

F. In case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any way such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

G. This Contract is executed in duplicate so that each party may retain for its records one original of the Contract. Both originals shall be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date and year above written.

WALKER COUNTY BOARD OF EDUCATION (SEAL)

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**IMMIGRATION AND SECURITY FORM**  
**Contractors and Individuals Performing Services for**  
**Walker County Board of Education**

Any contractor who contracts with Walker County Board of Education for the performance of services in which the fee for services or labor exceeds \$2,499.99 must comply with the Federal work authorization program by signing and submitting an E-Verify Contractor Affidavit to Walker County Board of Education unless:

1. the contractor has no employees and no intent to hire employees in which case the contractor must present an approved state-issued identification card or driver's license. The driver's license or identification card is acceptable only if it is issued by a state that verifies lawful immigration status prior to issuance; or
2. the contract is with an individual licensed under Title 26, Title 43 or the State Bar of Georgia who is in good standing and is performing the service. Subcontractors are held to the same requirement. A copy of the Georgia License issued under Title 26, Title 43 or the State Bar of Georgia must be submitted with this form.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et. seq., Contractor must certify compliance by initialing one of the sections below:

\_\_\_\_\_ The Contractor has employees and has attached completed Contractor Affidavit (Form A), Subcontractor Affidavit (Form B) and Sub-subcontractor Affidavit (Form C) are also attached if applicable. W-9 Request for Taxpayer Identification Number is also attached.

\_\_\_\_\_ The Contractor has no employees and has attached a copy of a valid driver's license or other approved state-issued identification card. W-9 Request for Taxpayer Identification Number is also attached.

\_\_\_\_\_ The Contractor is an individual licensed under Title 26, Title 43 or the State Bar of Georgia who is in good standing and is performing the service. Copy of Georgia license is attached. W-9 Request for Taxpayer Identification Number is also attached.

\_\_\_\_\_  
Signature Title

By signing above, you are certifying that the representations made herein are true and correct.

Firm Name: \_\_\_\_\_  
Street/Mailing Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Walker County Board of Education** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of **Walker County Board of Education** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of **Walker County Board of Education** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent of Sub-Subcontractor

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_