

Maintenance Services provided. This invoice shall be reviewed by the Director of Public Works of the County (hereinafter referred to as the "Director") or the designee of the Director and shall be paid only upon approval to be accurate by the Director or his Designee. Within thirty (30) days after receipt of Contractor's invoice, the County shall pay to Contractor all amounts due that are not in dispute.

If this Agreement is renewed for additional terms of one (1) year each, then the County shall pay the Contractor the following amounts to perform the Maintenance Services hereunder:

1 st year renewal:	\$ 76,440.00	_____ annually (2% increase)
2 nd year renewal:	\$ 77,964.00	_____ annually (2% increase)
3 rd year renewal:	\$ 79,524.00	_____ annually (2% increase)
4 th year renewal:	\$ 81,160.00	_____ annually (2% increase)

- B. For performing the Additional Maintenance Services in accordance with the terms and conditions of this Agreement, the County shall pay the Contractor \$ 6,245.00 for each time the Additional Maintenance Services are requested and performed. The Contractor shall submit a monthly invoice to the County for any Additional Maintenance Services requested and provided. This invoice shall be reviewed by the Director or the designee of the Director and shall be paid only upon approval by the Director or his designee. Within thirty (30) days after receipt of Contractor's invoice, the County shall pay to Contractor all amounts due that are not in dispute.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- A. The Contractor represents that it has, and will at all times during this Agreement maintain, a valid business license or occupation tax certificate from Lowndes County (or other applicable jurisdiction).
- B. The Contractor represents that, if it uses an herbicide to carry out any of its obligations under this Agreement, it has a valid Commercial Herbicide Applicator's license for Right of Way applications issued by the Department of Agriculture and shall use EPA registered herbicides in accordance with product label instructions and restrictions.
- C. The Contractor shall at all times during this Agreement maintain lawfully required worker's compensation and employers' liability insurance, with such limits as required by the Labor Code of the State of Georgia and employer liability limits of \$500,000 per accident. The Contractor represents that it has provided to the County a copy of its currently in effect workers' compensation and employers' liability insurance certificates, and will do so in the future upon request and at the beginning of each renewal term.
- D. The Contractor will maintain or carry in-force liability insurance, including personal injury liability, blanket liability, blanket contractual liability, and broad form property damage liability coverage, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) at all times during this Agreement. This insurance shall designate the County as an additional insured. This insurance shall be non-cancelable during the duration of this Agreement except upon thirty (30) days prior written notice to the County. Cancellation of this insurance will be considered a material breach of this Agreement. The Contractor