

EOM Operations Contract 2017 - 2018

AGREEMENT

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 20~~th~~ day of June, 2017, by and between **The Board of Commissioners of Effingham County**, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and **EOM Operations, a Division of EOM Public Works LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324. This Agreement shall be binding on the date that the last authorized signature is affixed to this Agreement.

Owner and EOM agree:

1 GENERAL AND DEFINITIONS

1.1 GENERAL

- 1.1.1 This Agreement will be for operations, management, and consulting services only. This Agreement shall not include any personnel, labor, equipment, and/or materials not expressly described as "in scope".
- 1.1.2 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.
- 1.1.3 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.1.4 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.
- 1.1.5 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "EOM" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 1.1.6 Time is of the essence.
- 1.1.7 COMPLIANCE WITH LAWS: EOM shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of this contract between EOM and the Owner. Any such requirement specifically set forth in any other contract document between EOM and the Owner shall be supplementary to this section and not in substitution thereof.
- 1.1.8 IMMIGRATION: On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit

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that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. An affidavit is included as part of this contract as Attachment D.

- 1.1.9 PROTECTION OF RESIDENT WORKERS: Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). EOM shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 1.1.10 INTERESTS OF PUBLIC OFFICIALS: EOM warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in the proceeds of this contract. In the event that an elected or appointed official or employee acquires any interest in this contract or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract without liability, terminate the contract for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Agreement, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.
- 1.1.11 STATEMENT OF DISCLOSURE: EOM will provide a statement of disclosure – A statement is included as part of this contract as Attachment D.
- 1.1.12 GEORGIA OPEN RECORDS ACT: This contract will become part of the Owner's official files without any obligation on the Owner's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County regardless of type, shall belong exclusively to Effingham County and will be

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considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

1.1.13 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that EOM submits secret information to the Owner, the information must be clearly labeled as a "Trade Secret". The Owner will maintain the confidentiality of such trade secrets to the extent provided by law.

1.1.14 **PENDING LITIGATION:** EOM shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. If the Owner, at any time, discovers that they have an outstanding claim, or financial dispute with EOM or any of its subsidiaries, the contract will be terminated. EOM acknowledges that in performing this contract for the Owner, they shall not utilize any firms that have been a party to any of the above actions. If EOM engages any firm to work on this contract that is later debarred, EOM shall sever its relationship with the firm with respect to Owner contract.

EOM will need to read and complete the certification regarding debarment, suspension, ineligibility, and voluntary exclusion included as part of this contract as Attachment B.

1.1.15 **PERSONNEL:** EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.

1.1.16 **PATENT INDEMNITY:** Except as otherwise provided, EOM agrees to indemnify Effingham County and its officers, agents and employees against liability.

1.2 DEFINITIONS

1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the base services defined in Section 2 through 2.6.48 of this Agreement for the term of the Agreement. The Base Fee is specified in Section 4.1 and will be renegotiated upon Agreement expiration. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.

1.2.2 "Changes in Scope of Services" mean those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long-term events (greater than contract term). Such events or services include, but are not limited to, services and/or cost presently the

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responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

- 1.2.3 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, but are related to or similar in nature to the services contemplated under this Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.
- 1.2.4 "Preventative Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.
- 1.2.5 "Project" means all equipment, vehicles, grounds and facilities described herein, located within the municipal boundaries and/or Owner's currently owned facilities lying outside of the municipal boundaries.
- 1.2.6 "Repairs Costs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety and performance generally resulting from failure of or to avert failure of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.

2 SCOPE OF SERVICES – EOM

EOM SHALL:

- 2.0 Provide operational and management services which shall be defined to include the Owners Department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment. These operational services shall be provided by full time EOM staff working and serving as the public works, fleet maintenance and water / sewer departments, with access to support staff of other EOM employees, to be headquartered in an office to be provided by Owner.
- 2.0.1 Owner shall be provided with a formal monthly status report on each department managed by EOM. All data, agency transmittals and monthly status reports are considered property of the Owner.
- 2.0.2 All work is to be performed in accordance with the Effingham County purchasing policy guidelines and should have the approval of the administrator or a designated county employee.
- 2.0.3 EOM shall operate all county vehicles in accordance with Effingham County's Vehicle Policy. EOM employees will operate and use Equipment within the guidelines provided in the Vehicle Policy of a County Employee. Equipment shall not leave the Project unless it is being relocated to avoid an impending natural disaster without prior written approval from the Administrator or his designee.

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- 2.0.4 EOM will forward calls from the current Public Works phone line to their call center. During normal business hours work orders will be generated and a summary of calls received and the resolution to the call incorporated into the monthly report.
- 2.0.5 EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. A priority matrix will be applied to determine urgency of calls and all prioritized emergencies will be responded to within one hour.
- 2.0.6 EOM will bring all major maintenance and permit compliance issues to the Owner's attention as soon as possible.
- 2.0.7 EOM agrees to provide job-related training for personnel in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe to qualify for such certificate, license or authority. EOM will establish a Drug-Free Workplace for EOM employees working at the Owner facilities by requiring drug screening of all new employees and will allow for random drug testing. Costs associated with random Drug Testing will be provided by the Service Provider.
- 2.0.8 EOM shall place at each permanently staffed Project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This Program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.
- 2.0.9 EOM shall document all preventive maintenance and repairs in each area of service provided and a summary will be incorporated into the monthly report.
- 2.0.10 EOM shall staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement and, where appropriate, have met the certification requirements mandated by the State of Georgia. The owner can request staff reassignment or dismissal of specific EOM staff from the Owners project .
- 2.0.11 EOM shall provide Owner, through the budget preparation process, a list of all anticipated capital expenditures for the following fiscal year.
- 2.0.12 EOM will provide assistance to other county departments as long as these tasks are requested in writing, can be scheduled during regular business hours, do not affect the completion of in scope work and do not require hiring of additional personnel.
- 2.0.13 EOM shall within the design capacity of the Waste Water Treatment Plant, Water Wells, and Collections System affect the operation of said systems to coincide with requirements specified by the State of Georgia and U.S. EPA for Public Water Systems, the Clean Water Act, National Primary Water Treatment Regulations, and

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the National Pollution Discharge Elimination System. EOM shall notify the owner if the design capacity of any managed facilities has reached its limit or usable life and shall not be held liable for any violations stemming from these deficiencies.

2.1 WASTEWATER TREATMENT PLANT

- 2.1.1 EOM shall prepare and submit transmittals and all regulatory reports pertaining to routine operation and maintenance of Owner's Wastewater Reclamation Facility to appropriate agencies.
- 2.1.2 EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems.
- 2.1.3 EOM shall provide oversight of all laboratory testing and sampling currently required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time
- 2.1.4 EOM shall provide timely DMR reports and insure submittal to EPD as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.
- 2.1.5 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Wastewater Reclamation Facility as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.
- 2.1.6 EOM shall provide consulting and assist in obtaining bids per the County purchasing policy on out of scope repairs to the plant appurtenances as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.1.7 EOM shall perform routine maintenance such as repainting of plant appurtenances and mowing and maintaining of spray fields and the Water Reclamation Facility site.
- 2.1.8 EOM shall facilitate all state mandated sampling and laboratory testing. Owner shall be responsible for any lab fees charged by outside agencies.

2.2 WATER PRODUCTION

- 2.2.1 EOM shall create custom field manuals, for the operational inspections and checks, to ensure proper operation of the Owner's facility. This will be done within 6 months to ensure wells are being maintained so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.
- 2.2.2 Within 6 months EOM shall create custom Well check procedures and provide them to the Owner, to ensure proper operations and maintenance of the Wells.
- 2.2.3 Within 6 months EOM shall develop and provide to the Owner compliance monitoring schedules and an execution plan of said schedules, to ensure EOM

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employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

- 2.2.4 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Water Distribution System as required by Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time.
- 2.2.5 EOM shall provide consulting and assist in obtaining bids per the County's purchasing policy on repairs to the Water Wells as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.2.6 EOM shall manage the flushing program to minimize the amount of water flushed while maintaining compliance with Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time. All water flushed shall be metered and recorded and a summary incorporated into the monthly report

WELL SYSTEMS

Court House/Landfill Well	Well #0 Springfield Central
Berryville Well	
Hunter's Chase/Abbey Lane	
SouthBrook	
Greenbrier	
IDA/I-16 Well	

BACKUP WELL SYSTEMS

Caribbean Village--Antigua
Goshen Commercial Park
South Effingham Elementary School
South Effingham Middle/High Schools

2.3 LIFT STATIONS

- 2.3.1 Within 6 months EOM shall create custom Lift Station check procedures to ensure proper operations and maintenance of the Lift Stations.
- 2.3.2 Within 6 months EOM shall develop and furnish to the Owner compliance monitoring schedules and execution plan of said schedules, to ensure employees are providing correct and active testing procedures.
- 2.3.3 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Lift Stations to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed
- 2.3.4 EOM shall provide labor for all routine electrical repairs on lift stations including replacing contactors and components.

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- 2.3.5 Any changes to the number and scope of lift station services shall be subject to an increased scope charge and will be negotiated with Owner prior to EOM Operation of any new lift or unlisted station facilities.

LIFT STATION LISTING

Station ID	Station Name	PS#12	Old Augusta Rd
PS#01	Marlow Elem.	PS#13	Timberlake
PS#02	South Bend	PS#14	Staffordshire
PS#03	South Eff. Elem.	PS#15	Settlers Point
PS#04	Hodgeville Rd	PS#16	Park West Phase II
PS#05	Park West	PS#17	Red Oak
PS#06	Exley Tract	PS#18	Summer Station
PS#07	Greystone	PS#19	Cedar Ridge
PS#08	Blandford Elem.	PS#20	Laurel Mill
PS#09	Learning Treehouse	PS#21	Blandford Crossing
PS#10	Windfield	PS#22	Saddleclub @ Belmont Glen
PS#11	S.E.P./Buckingham	PS#23	Laurel Grove

2.4 COLLECTIONS AND DISTRIBUTION

- 2.4.1 EOM shall provide consulting on general record keeping, in regards to process of operational management of the Owner's collections and distribution system.
- 2.4.2 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Collections and Distribution system as to assist Owner's employees to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.4.3 EOM shall as soon as possible, but in any event, within one (1) hour of being notified or otherwise learning of a break or leak, affect proper repair of any water distribution system leaks or breaks which occur within any water and/or service lines up to and including the water meter. EOM shall not be responsible for repair of any leaks or breaks in water service lines from the meter to the dwelling. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction.
- 2.4.4 EOM shall read all water meters monthly and provide the readings to Finance for processing. Meters will be read as required by the Owner's schedule and shall be accomplished in a maximum of two days. Meters shall also be read when accounts are opened or closed or upon request by the Finance Department
- 2.4.5 EOM will perform services for new water and reuse meter installations within three (3) working days after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or

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circumstances outside of the control of EOM which prevent installation, in which case, such work will be completed as soon as the parts are obtained.

- 2.4.6 EOM shall perform all Owner issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs and malfunction (still) meter replacements in a timely manner and in no event later than the third (3rd) working day after receipt of the work order, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent the completion of such work, which may include but not limited to the issuance of an excessive number of meter install requests, which for these purposes shall be defined as (6) six in any one day, in which case such work will be completed as soon as parts are obtained and labor can be scheduled accordingly. EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. The Owner may request a re-connect of water service after hours which for this purpose shall be defined as no more than (2) per month. EOM will coordinate with the owner regarding the urgency of a call with regard to disconnects.
- 2.4.7 EOM shall provide meter testing, calibration and replacement as required by Effingham County's Water Meter Calibration, Repair and Replacement Program. Water meters that are ¾" will be tested by EOM personnel. All other meters shall be either replaced or verified by our partnered 3rd party vendor and shall be paid for by the Owner.
- 2.4.8 EOM shall maintain an active leak detection program for sanitary sewer mains and manholes and provide repairs as required. A listing of potential problems and items which have been resolved should be included in the monthly report.
- 2.4.9 EOM shall provide water and sewer line locates within three (3) business days of receiving the request from Georgia 811.
- 2.4.10 EOM shall respond to blockages upon one (1) hour notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for EOM's use, EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free flowing conditions. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor.
- 2.5 **PUBLIC WORKS**
- 2.5.1 Within 6 months EOM shall develop and implement schedules for maintaining all easements, ditches and canals owned by Owner for the use of stormwater drainage.
- 2.5.2 Within 6 months EOM shall develop and implement schedules for maintaining all tree and brush limb trimming on county owned rights of way.

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- 2.5.3 Within 6 months EOM shall develop and implement schedules for routine maintenance of all dirt roads owned and maintained by Owner.
- 2.5.4 EOM shall ensure new street signs are installed and that all street signs that are damaged or don't meet state and federal standards are repaired or replaced in a timely manner. Missing or damaged stop signs shall be replaced within two hours of being notified or otherwise learning of the missing or damaged stop sign.
- 2.5.5 EOM shall develop a listing of roadways, evaluate the listing of roadways, provide a schedule of recommend roads for repairs , seek direction from the Owner as to which roadways are to take precedence and ensure that all damaged roadways which pose a hazard to the public safety are repaired in a timely manner . The scope of these services includes motor grading as well as pothole repair. For these purposes, a pot hole shall be defined as any breach in an asphalted public road surface no more than 2 inches in depth and 24 inches at its widest point. All road repairs beyond these parameters shall be negotiated with the Owner regarding Best Management Practices (BMP) per occasion. This listing should be placed within the monthly report. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction. EOM will as requested oversee road projects which are bid out by the Owner.
- 2.5.6 EOM shall ensure that all drainage blockages are removed in a timely manner.
- 2.5.7 EOM shall remove sediment buildup from county roadway shoulders to avoid trapping water on the roadway as needed. EOM shall be responsible for all related traffic control in accordance with the Manual on Uniform Traffic Control Devices.
- 2.5.8 EOM shall mow all grass within the Owner's right of way not included in a separate grass cutting agreements with private individuals as noted in RFQ No. 14-005 and additional roads added on July 27, 2015 and State DOT.
- 2.5.9 EOM shall remove all dead trees which pose a hazard to the public from Owner's rights of ways.
- 2.5.10 EOM shall place sand on Owner's bridges when there is an eminent danger of ice forming on the bridge.

2.6 FLEET MAINTENANCE

EOM will be required to provide at a minimum the following fleet management and maintenance services:

- 2.6.1 General: EOM will provide preventive maintenance, remedial repairs and overhaul, major component repairs and overhauls, coordination of transmission repairs, coordination of accident repairs resulting from collision, misuse, abuse, or vandalism, mobile service, tire service, welding and fabrication, coordination of glass replacement, sheet metal replacement, and rust and body repairs.

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- 2.6.2 **Labor, Parts and Equipment:** EOM will furnish all required supervision, labor, and tools (both specialty and hand) required to maintain the Owner's fleet that is in a "state of repair" and service that is consistent with generally accepted fleet practice as further defined herein.
- 2.6.3 **Contracted/Non-Contracted Services:** EOM will develop a system and methodology for the repair and replacement of Owner owned vehicles and equipment and will provide permanent daily staffing and labor associated therewith.
- 2.6.4 **Personnel:** EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.
- 2.6.5 **Service Uniforms:** EOM will stock and supply uniforms for all employees in Vehicle Maintenance which identifies the name of EOM and the employee.
- 2.6.6 **Safety:** EOM will implement a safety program and will provide training for all personnel in the areas of operation, maintenance, safety, supervisory skills, certifications, etc, related to the contracted services.
- 2.6.7 **Training:** EOM shall provide continuing training for all EOM personnel. This training shall be sufficient to insure the least amount of downtime for repairs. A proposed training schedule must be included in proposal submittal.
- 2.6.8 **Performance Standards:** EOM will be required to deliver high quality services that can be audited against established standards, in a cost effective manner, with full reporting and accountability to Effingham County.
- 2.6.9 **Quality Standards:** EOM and their employees are expected to perform their duties in professional, service-oriented manner. Adherence to quality standards will be required.
- 2.6.10 **Procuring, Stocking and Issuing Parts:** EOM will, on behalf of the Owner procure, stock and furnish all parts, materials, supplies and fluids required for the operation and maintenance of all County vehicles in accordance with good parts management practices and will meet all relevant OEM and Owner standards/specifications. EOM will maintain a perpetual inventory of all parts, materials, supplies, and fluids in the Fleet Management Information System. An automated parts inventory system acceptable to the Owner to properly track and account for inventoried parts is the Service Provider's responsibility. In the event of cancellation of this contract, all computerized information regarding the parts operation along with hard copy records shall be provided to and will become property of the Owner.
- 2.6.11 **Access to Parts Room:** EOM will be responsible for the security of the parts room and will provide the Owner access to the facility as required to assure Contract

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performance or for facility maintenance purposes. The Owner retains the right to use and enter the parts room in the case of emergency or disaster, if so required, until EOM arrives on-site.

- 2.6.12 **Quality of Parts to be furnished:** Parts furnished to the Owner will meet or exceed the quality of the parts furnished originally for the equipment (OEM). Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.
- 2.6.13 **Warranties:** EOM will be required to maintain and provide upon request to the County all manufacturers' warranties, warranty adjustments, including extended warranty adjustments, and any refunds from warranty adjustments.
- 2.6.14 **Tires:** EOM will on behalf of the Owner, procure all tires. All tires furnished must be steel belted radials of the same quality, performance, and load range currently utilized on Owner equipment. Tires, except as indicated in Preventive Maintenance Schedule, must be replaced on all equipment when tread life reaches a minimum of 3/32 inch on any portion of tire. Recaps may be utilized for any equipment excluding passenger vehicles over one (1) ton on rear axles only. Recaps shall not be used on steering axle.
- 2.6.15 **Tire Service:** EOM will repair all fleet tires and will manage the tire recap program. EOM will also fix or replace flat tires at breakdown site to minimize equipment downtime. Tire plugs may be utilized on all equipment except those designated as emergency equipment (Police, Fire, EMS, etc.). Under no circumstances shall a tire plug be utilized to repair a side wall. EOM shall provide on-site wheel balancing service for all tires up to size 11.00R22.5. All other sizes may be balanced at an outside source as needed.
- 2.6.16 **Re-repair:** Re-repair for the purpose of this contract, is defined as the repair of the same failure within the warranty period due to parts failure, misdiagnosis, or mechanic's error. EOM shall track and identify re-repair work for these repairs.
- 2.6.17 **Accidents:** All repair costs due to accidents are the responsibility of the Owner and as such are not included in the contract cost except for administrative costs associated with facilitating the processing of accident repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policies and in accordance with the Owner's insurance carrier, transportation of equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. When prior written authorization is given by the County Administrator and/or the Finance Director, the Owner will pay for accident repairs that are not covered by insurance. A County incident report along with a police report shall accompany all accident repairs. Effingham County will be responsible for filing all insurance claims.
- 2.6.18 **Misuse, Abuse or Negligence of Equipment:** The Owner wishes to have knowledge of any suspected misuse, abuse or negligence of equipment by its employees, or failure of any employee to deliver vehicles or equipment for scheduled preventive maintenance. Therefore, EOM shall alert the County Administrator and/or the

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Finance Director immediately when any type of abuse, misuse or negligence is suspected. Repair costs due to Owner employee misuse, abuse, or negligence is to be included in the contract cost.

- 2.6.19 Vandalism: EOM shall also be responsible for processing of vandalism repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policy and Procedures, transportation of vehicle/equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. The Owner will pay for any vandalism repair when prior written authorization is given by the County Administrator and/or the Finance Director. A County incident report along with a police report shall accompany all repairs to vandalized equipment. Effingham County will be responsible for filing all insurance claims that have a damage estimate that exceeds \$2,500.
- 2.6.20 Welding and Fabrication: Welding and fabrication are an integral part of the fleet operation and all costs including welding rod/wire, supplies, protective clothing and all materials, etc., are the responsibility of Owner to procure and provide to EOM.
- 2.6.21 Major Component Failure/Repair: Failure/repair of major components such as engines, transmissions, rear axles, etc., are the responsibility of EOM to work on with personnel under EOM or Sublet as may be needed.
- 2.6.22 Outside Repairs/Sub-contracting: EOM will be responsible for arranging and managing the conduct of outside repairs, which can be performed more effectively by a sub-contractor.
- 2.6.23 Roadside Services: EOM will provide routine and emergency road call services for the entire County fleet. EOM will provide an "on call" service technician to expeditiously handle vehicle breakdowns on a continuous, 24 hour, 7 days per week basis. EOM will tow or make towing arrangements for any County owned or leased vehicle requiring this service regardless of whether or not the cause is an authorized repair or another incident. During normal operating hours and after normal business hours, EOM will respond to call and have a mechanic physically at location of breakdown within 1 hour and 30 minutes if located within Effingham County. Time limits may be extended when adverse weather conditions exist. All service calls "outside" Effingham County will be responded to within a reasonable and mutually agreed upon time. Owner shall be responsible for any towing costs for EOM maintained County vehicles.
- 2.6.24 Minor Repairs: EOM will provide a "quick fix" function for repairs of less than one hour duration when the vehicle operator chooses to wait for the service. This service shall be offered at all times during normal operational hours and will be provided as contract services. Priority for repairs to Emergency Response and Law Enforcement vehicles will at all times be enforced.
- 2.6.25 Limit to Extent of Repairs: EOM will be required to make specific repairs to vehicles and equipment as further identified in the Preventive Maintenance Schedule included herein in Section 2.6.29 and by County departments. Repairs shall be

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made as required, limiting the nature and extent of the repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. Repairs estimated to exceed \$1,500.00 must be analyzed by EOM to determine the repair's cost effectiveness and specifically approved by the County Administrator and/or the Finance Director. **Repair expenses on any one vehicle are not to exceed \$3,000.00 in any one fiscal year without administrator approval.** When equipment replacement appears to be more cost effective than repairing or it is deemed that it is uneconomical to repair a vehicle based on its age and condition, a recommendation shall be presented to the County (in writing) for a final decision whether to repair or retire the vehicle or piece of equipment.

2.6.26 Vehicle Preparation Services: EOM will be required to prepare all newly acquired vehicles and equipment for service. Preparation Services will at a minimum include, but is not limited to: inspections, services as required, cleaning, rust proofing, decals, stripes, fabrication and installation of special equipment and hardware, transfer of serviceable special equipment from old units and coordination/cost of radio equipment installation. EOM will also be responsible for coordinating the acquisition or transferring of license tags through the Owner's Purchasing Department. New Equipment will be prepared as listed herein and delivered to user department within five (5) working days after receipt of equipment or vehicle from dealer.

2.6.27 Manufacturers' Recalls: EOM will be required to ensure that all recall notices are reviewed and that prompt action is taken. When action is completed, the appropriate user department will be notified.

2.6.28 Preventive Maintenance: Services Provider will be required to provide Effingham County, on a quarterly basis, full documentation of preventive maintenance being performed in accordance with manufacturer's recommendations. Preventive maintenance program must include documentation of corrective and preventive maintenance provided and a detailed inventory of spare parts. All Preventive Maintenance Services provided will at a minimum meet the following Preventive Maintenance Standards:

2.6.29 PREVENTIVE MAINTENANCE- MINIMUM REQUIREMENTS:

- A. Preventive Maintenance- Definition:** It shall be the responsibility of EOM to develop and implement a preventive maintenance (PM) program to service all vehicles and equipment to the satisfaction of the County Administrator and/or the Finance Director. The PM Program shall be made available to the Owner within 6 months from the start of services. Preventive maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis to facilitate operations with a minimum of downtime. The PM program shall be presented in detail in the proposal and shall be designed in accordance with recognized fleet management practice and shall meet the terms and conditions required to comply with the original equipment manufacturer (OEM) specifications, warranties and recommendations, unless otherwise approved in writing by the County. The approved PM shall, at a minimum, include the specifications outlined herein, and be in conjunction with the

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manufacturers PM schedules. The PM schedules are subject to change if approved by the County Administrator and/or the Finance Director.

- B. Preventive Maintenance Program: Preventive maintenance shall be performed on all Owner owned and leased vehicles and equipment listed in Appendix A and any vehicles that may be added to the fleet, as long as such additions do not increase the total fleet size by more than ten percent 10%. If the fleet increases more than 10% the contract rates can be re-negotiated.
- C. Preventive Maintenance Scheduling: Preventive maintenance shall be scheduled on a usage basis, with calendar time override. That is, each vehicle and piece of equipment shall be scheduled for preventive maintenance based on a usage limitation (miles or hours) or calendar time since the last PM, whichever comes first. EOM shall complete and file an "Inspection Form" approved by the County Administrator and/or the Finance Director for each PM service performed on each vehicle or piece of equipment. It shall be the Service Provider's responsibility to develop and implement a PM scheduling system that provides immediate notification to Owner user departments when PM services are scheduled for their vehicles. This schedule shall provide vehicle user departments not less than a ten (10) working day notice that a vehicle is due for PM. The Service Provider's site manager shall work with user departments to schedule the actual date of service.
- D. Preventive Maintenance Equipment Transportation (Responsibility): It is the responsibility of the Owner user departments to transport equipment to the Fleet Maintenance Facility for PM services when scheduled, with the following exceptions:
 - 1. Fixed equipment not capable of being moved to the garage shall be provided PM inspections and maintenance in the field at set interval by means of a field service truck program.
 - 2. Heavy construction type equipment that is in use at a remote site that, due to size, makeup, project completion suspensions, or cannot effectively and/or efficiently be transported to the garage in a timely manner. This equipment shall be provided PM inspections and maintenance in the field at set intervals by means of a field service truck program.
- E. Preventive Maintenance Intervals: Preventive maintenance services and service intervals shall meet all specifications as listed herein. Any equipment not covered in this section shall meet or exceed original equipment manufacturers recommendations for such services.
- F. Preventive Maintenance Scheduling New Equipment: As part of placing in service newly acquired equipment, the Service Provider's PM supervisor and the County Administrator and/or the Finance Director shall jointly review the proposed PM schedule to be followed specifically for that piece of equipment.
- G. Preventive Maintenance Oil Analysis Program: Where cost effective, EOM will recommend and implement an oil sampling program for use as a diagnostic aid in determining early detection of problems.

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H. Preventive Maintenance Coolant Analysis Program: Where cost effective, EOM will recommend and implement a coolant sampling program for use as a diagnostic aid in determining coolant/coolant filter change intervals and for early detection of engine cooling system problems.

I. Preventive Maintenance:

PREVENTIVE MAINTENANCE SCHEDULE "A"

Perform items 1-17 every 7,500 miles or four months, whichever comes first on all cars, light trucks (1 ton or below) Vans, Utility Vehicles, etc. Exceptions from the PM work will be considered if justified and approved by the County Administrator and/or the Finance Director.

1. Safety Checklist:

The following items must be inspected, serviced, and repaired at every P.M.:

Headlights

(1) High Beam

(2) Low Beam

Beam Indicator Light

Parking Lights

License Plate Light

Tail Lights

Stop Lights

Clearance Lights

Directional Signals

Hazard/4 way lights

Emergency brake

Steering mechanism and suspension including tie rods, draglink, pitman arm, ball joints, etc.

Windshield wipers and washers

Horn

Tires-record tread depth of all tires; a minimum of 3/32 tread depth shall be maintained.

Rear view and side mirrors

Exhaust system, exhaust hangers and clamps

Back-up alarms

2. Inspect, service, and repair all interior lights.

3. Inspect, service, and refill fluid levels of coolant, windshield washer solvent, transmission, differentials, power steering units, and brake fluid.

4. Inspect, service, and repair battery, charging system terminals, cables and box.

5. Inspect, service, and repair heating/air conditioning system.

6. Inspect, service, and repair frame, cross members and body joints.

7. Inspect, service, and repair operation of the engine starting circuit.

8. Inspect, service, and repair drive shaft, U-joints, and CV joints and boots.

9. Inspect, service, and repair any oil, fuel, coolant or other fluid leaks.

10. Inspect, service, and repair air and emission filters and valves, as needed.

11. Inspect, service, and repair hoses, clamps, and belts.

12. Inspect, service, and repair operation of all gauges.

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13. Inspect, service, repair and lubricate all grease points on chassis, hinges, locks, suspension, hydraulic systems, etc.
14. Inspect, service, repair and change engine oil and filter.
15. Inspect, service, and repair tires. Replace at 3/32 inch tread life.
16. Beam/Ray, shotgun rack, siren, emergency equipment, etc., if Sheriff.
17. Inspect, service, and replace air cleaner as necessary.
18. Inspect, service, and repair emissions system as required by original equipment manufacturer.
19. Rotate and balance tires.
20. Inspect, service, repair, and perform minor tune up as necessary.
21. Inspect, service, repair, replace and adjust brake components (pads, shoes, rotors, drums, hardware, hoses, etc.) as required. NOTE: Every brake job shall include a new brake hardware kit, which includes spring, hold-downs, rollers, etc.
22. Perform road test.
23. Air cleaner element. Inspect service and repair.
24. Cooling system. Inspect, service and repair.
25. Scope engine. Inspect, service and repair.

PREVENTIVE MAINTENANCE SCHEDULE "B":

Perform items 1-10 every 45,000 miles or 12 months, whichever comes first:

1. Perform Preventive Maintenance Schedule "A".
2. Inspect, remove, clean, repair or replace, and re-pack wheel bearings and spindles.
3. Inspect, service, and repair transmission, which includes, but not limited to, adjustment, fluid change and filters as required.
4. Inspect, service, and repair front end alignment.
5. Inspect, service, repair and tune engine to include replacement of spark plugs, ignition wires, distributor cap, rotor, and any other items necessary for a complete tune-up (if so equipped).
6. Drain, flush, and replace differential gear lubricant. (Limited slip differentials must have special lubricant added.)
7. Inspect, service, repair, and perform diagnostic engine analysis. (Printout must be attached to work order.)
8. Drain, flush, and replace engine coolant (ethylene glycol).
9. Remove all wheels, inspect all brakes (replace linings/pads, rotors/drums at manufacturers recommended specifications), measure drums and/or rotors (measurements must be noted on work order), replace all seals, etc. NOTE: Every brake job shall include a new brake hardware kit, which includes springs, hold-downs, rollers, etc.
10. Inspect, service, and repair interior, seats, knobs, doors, carpet, switches, headliners, etc.

PREVENTIVE MAINTENANCE- SPECIAL REQUIREMENTS:

A. Sheriff Patrol Vehicles, Fire & Emergency Medical Service Units: Schedule A to be performed at 5,000 miles or every 3 months and Schedule B to be performed at 30,000 miles or every 12 months and a minimum of 5/32 inch of tire tread depth shall be maintained. If brakes are more than half worn, reline.

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B. Heavy Equipment/Off Road (Includes all construction equipment, road graders, backhoes, front end loaders, excavators, draglines, mulchers, compressors, rollers, etc.) Perform the following items 1-3 every 200 operating hours or three months, whichever comes first.

1. Perform Preventive Maintenance Schedule "A" (Applicable items only)
2. Inspect, service, repair power train, and hydraulic and electrical systems.
3. Inspect, service, and repair air cleaners as required.
4. Perform Preventive Maintenance Schedule "B" (Applicable items only).
5. Inspect, service, and repair air/oil/water separator filter system.
6. Inspect service, and repair cables on the dragline.
7. Inspect, service, and repair power train, hydraulic and electrical system.

Perform the following items 8-11 every 800 hours or 12 months, whichever comes first.

8. Perform Preventive Maintenance Schedule "C" (Applicable items only)
9. Inspect, service, and repair air/oil/water separator filter system.
10. Inspect, service, and repair cables on the draglines.
11. Inspect, service, and repair power train, hydraulic and electrical system.

C. ATV/Scooters: ATV/scooters shall have a minor service every three months and a major service six months. These services shall follow the guidelines recommended by manufacturer.

D. Tractors/Mowers: Tractors utilized for mowing and other related services shall be serviced every 100 hours of operation or three months, whichever comes first. Because these units work in highly dirty conditions constantly, they shall receive a PM-B at every scheduled service and a PM-C every 12 months.

E. Light Duty Trailers (up to one ton): Provide a semiannual safety inspection, complete lubrication, re-pack wheel bearings and repair as required.

F. Heavy Duty Trailers (over one ton): Provide quarterly (every three months) safety inspections and complete repair and lubrication (including operation of "live" floor) in accordance with the Federal Motor Carrier Regulations.

G. All Preventive Maintenance Schedules: Inspect, service, repair, road test and correct deficiencies.

H. Annual Requirements: Provide inspection and testing of equipment and vehicles in accordance with any state or federal law. Such inspections and tests shall be performed by properly authorized and licensed mechanics.

2.6.30 Emergency Response/Disaster Recovery: Within six months, EOM will develop and implement emergency action plans for all possible emergencies, including procedure for heightened security alerts and disaster recovery efforts as it pertains to the departments included in the scope of this contract. Any billing regarding Emergency response shall be coordinated with the Owner to insure proper paperwork is kept in order to qualify for State and Federal disaster relief reimbursement and or funding.

2.6.31 Emergency Conditions: EOM will mobilize the shop and provide repair and maintenance services for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared and required by the County Administrator and/or the Finance Director on a 24-hour basis.

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- 2.6.32 Fleet Management Information System: EOM shall provide a Fleet Management Information System and will pay all costs for the system including warranties, maintenance agreements, licensing agreements, etc. Upon termination of this contract, EOM shall provide both hard and digital copies of the information stored on Service Provider's Fleet Management Information System. EOM shall not download, corrupt or delete any data associated with the contracted services. EOM will require running backups daily.
- 2.6.33 Files: The Owner shall provide its existing files and EOM shall maintain a complete file of service manuals, maintenance agreements, service bulletins, lubrication charts, and other such information needed to properly service and repair the Owner's fleet. A hard copy history folder shall be maintained, by EOM for each Owner vehicle or piece of equipment. This folder shall contain, in chronological order, all work orders generated specific to the vehicle or piece of equipment, correspondence of any description pertaining to the servicing of the vehicle (such as manufacturer recall orders or service bulletins), and Owner or EOM memoranda pertaining to service. In addition, the folder shall contain pertinent vehicle information such as make, model, year, VIN, etc.
- 2.6.34 Warranty Records: EOM will be responsible for maintaining all manufacturer warranties and guarantees on all existing equipment and vehicles owned by the Owner and all new vehicles and equipment acquired by the Owner during the term of the Contract.
- 2.6.35 Monthly Report: EOM will provide a consolidated monthly management report to be delivered to the County Administrator and/or the Finance Director and Department Heads on or before the 7th working day of each month, containing complete information for the previous month. The report both in PDF and Excel shall consist of a listing of all work orders completed by department. The listing will include the equipment, short description of work, hours needed, labor costs, overhead, admin/mgmt. fee, inventory, purchase orders, and any subcontractor costs to provide a total of each work orders cost.
- 2.6.36 Financial/Accounting Records: EOM will be fully responsible for accounting for all expenditures from budget line items assigned to them and initiated by them on a daily basis, weekly and monthly basis, and will provide all support documentation and audit records associated therewith. EOM will supply the reports listed below and/or build additional reports as requested by the owner.
- 1 A list of all vehicles repaired or maintained with cost breakdown and total, sorted by County Department and County Vehicle Number (this list shall be delivered by mail or email to each County department).
 - 2 The monthly billing will include invoicing for 1/12 payment of the vehicle maintenance direct labor and overhead of $\$340,000/12 = \$28,000$. This amount plus material used and subcontracted services.
 - 3 In order to make payment from the departments using the service, a monthly detail billing by department will be issued at the same time as the monthly billing.

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The monthly detail billing by department will include: Direct labor hours per work order, Direct labor charge cost (based upon multiplying a fixed average labor charge by the direct labor hours for each work order), applied Overhead (\$340,000/12 less the total direct labor charge cost which shall be applied based upon the direct labor hours per work order), material used, purchases, and the subcontract work to produce a cost per work order. Appendix B

4. Number of vehicles PM's scheduled/done sorted by Department.
5. Downtime by Department/Division and in total.
6. Cumulative records of subcontracted work.
7. Total parts cost and parts inventory level (listed in number and dollar value)

2.6.37 **Budget Preparation:** EOM will assist in the preparation of an annual operating budget and a suggested capital acquisition schedule during the month of March of each fiscal year.

2.6.38 **Facilities:** All facilities and associated equipment shall remain the property of Effingham County. EOM shall use the Owner facilities only for work on vehicles or equipment owned or leased by the Owner or other entities which have been approved in writing by the County Administrator and/or the Finance Director. The Owner will pay for telephone lines and all other utilities including water, sewer, trash collection and electricity.

2.6.39 The County fleet maintenance building will be shared, but the service provider's space – office shop, warehouse and provided equipment will be the responsibility of EOM for the term of the contract and shall be returned to the Owner upon completion of the contract in the same condition in which they were provided to the Service Provider, except for normal wear. Between the date of contract execution and the commencement of services, a complete physical wall-to-wall inventory of office, shop space, warehouse space and equipment shall be completed by representatives of the Owner and EOM to determine what EOM is responsible for. The inventory shall be counted by EOM quarterly. Physical facilities shall be maintained by the Owner including repairs, interior and exterior maintenance and/or renovations. EOM is responsible for informing the Owner of degraded conditions. EOM shall maintain equipment and facilities used by EOM such as: overhead doors, personnel doors, compressors, lifts, jacks, brake lathes, tire mounting/demounting equipment, drill presses, metal cutting equipment, wheel jacks and all other equipment provided by the Owner. EOM shall be responsible for interior housekeeping, janitorial maintenance and supplies.

2.6.40 **Facility improvements:** EOM will not make any physical improvements or changes to the facility without written authorization from the County Administrator and/or the Finance Director.

2.6.41 **Facility Inspection:** EOM will complete a daily (written) safety check of the entire Owner facility.

2.6.42 **Janitorial & Facility Maintenance:** EOM will maintain cleanliness of all areas of the facility, including the office, restrooms, shop areas, storage areas, and parking lot. Cleaning shall be performed prior to normal operational hours.

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- 2.6.43 Hours of Operation:** EOM will provide for the operation of the facility during the following hours: Monday through Friday, 8:00 A.M. to 5:00 P.M.
- 2.6.44 Holidays:** EOM's holiday schedule will mirror the county's holiday schedule:
- New Year's Day
 - Martin Luther King Jr. Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
- 2.6.45 Risk Management:** EOM will develop and implement a risk management system.
- 2.6.46 Preparation of Specifications:** EOM will assist the Owner in the development of bid specifications for Owner's vehicles, equipment, parts and other services associated with the daily operation of the facility and will comply with all Purchasing Policies and Procedures. Preparation of all specifications will be included as part of contract services.
- 2.6.47 Assistance with Auctions:** EOM will assist the Owner and/or Owner Contractor, twice a year, in the disposal of surplus vehicles, tools, and equipment or other such items approved by the Commissioners to dispose of through public auction or sealed bid. All labor and costs associated with the preparation of all surplus vehicles, tools, and equipment or assistance will be included as contract services. Auction preparation services will include, but is not limited to: removal of tags, decals, and special equipment and minor repairs to insure vehicles and equipment are in running condition for the auction. All vehicles, except for those sold for salvage, shall be washed and the interiors shall be cleaned. Paperwork associated with the decommissioning and disposal of each unit shall include: Removal of tags and registration; Decommissioning work order; Written notice to Purchasing regarding disposal of the vehicle, and Removal of fuel access device (i.e. card/Key).
- 2.6.48 Directed Work:** The County Administrator and/or the Finance Director may direct EOM to perform additional tasks under this Contract. EOM will perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the contract lump cost sum and shall be invoiced to the Owner on an agreed upon time and material basis. The time charged for such work shall not exceed that published in Motors Flat Rate Table, latest edition, when applicable.

2.7 SCOPE CHANGES

- 2.7.1 A Change in the Scope of Services shall occur when and as EOM's costs of providing services under this Agreement change as a result of:
- 2.7.1.1 Any change in Owner's expectations in services that are outside the Scope of Work contained within this Agreement.
- 2.7.1.2 Owner's request of EOM, and EOM's consent to provide additional services. Owner and EOM shall negotiate an increase in EOM's Base Fee for these Changes in Scope.
- 2.7.1.3 At any time, Owner may request EOM to provide support services for Owner's capital projects and "out of scope" repairs. In this case, EOM shall propose a Scope of Services, schedule, and proposed price. EOM shall not proceed with any such capital project, repairs, and/or general maintenance services without express written authorization of the Owner.
- 2.7.1.4 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a *Force Majeure* event or Unforeseen Emergency Circumstances. Such Changes in Scope will be agreed upon by EOM and Owner and will be invoiced to Owner in an amount equal to EOM's cost plus fifteen percent (15%). All other scope changes deemed non-emergent will be invoiced to Owner in an amount equal to EOM's cost plus eight percent (8%) and shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide EOM with all access to Owner's facilities relating to the project and Scope of Services contained within this agreement.
- 3.2 Owner shall maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent thereof is not a responsibility of EOM hereunder.
- 3.3 The Owner agrees to not offer employment or other compensation to EOM personnel who directly worked for EOM prior to the this contract for a period of two (2) years after the end date of this Agreement or said employee's reassignment from this project. Should this contract terminate the Owner may offer employment to anyone not considered salaried management or anyone not employed by EOM prior to this contract that has been assigned to the Project.
- 3.4 Owner will provide to EOM all data in Owner's possession relating to the Project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner, but through the course of the project develops its own information to insure accuracy and completeness of information it is relying upon.
- 3.5 Owner shall continue to pay all operating costs and capital expenditures associated with the project. Any loss, damage or injury resulting from the Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM shall be the sole

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responsibility of Owner. A list of capital improvements and or funds requested shall be placed in monthly status report provided by EOM

4 COMPENSATION AND PAYMENT

4.1 COMPENSATION

4.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of \$1,684,000 for the first year of this Agreement. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each contract year renegotiation, EOM shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year base fee, EOM shall issue and invoice retroactively adjusting the previous Base Fee amount. Base fee does not include any parts, supplies, testing fees, subcontractor costs, etc. incurred by any department. Invoice will be submitted to the owner timely. Invoices from EOM to the Owner for purchases should be submitted within 30 days. The base fee will include a minimum 17 employees at an average of 40 hours per week to be used by all of the service departments. EOM shall include a listing of staffing and positions it is staging for each department included in the scope of this Agreement in the monthly report.

Public Works	Dept 25	\$923,500
Water & Sewer	Dept 105	\$308,100
Waste Water Treatment	Dept 61	\$165,900
Vehicle Maintenance		\$286,500
On-call Inspection Services		\$65.00 per hour

4.1.2 Changes in the Base Fee shall be negotiated annually, four (4) months prior to the expiration of the current term. Base Fee adjustments shall be negotiated using Labor and Benefits, and Other Direct Costs as the basis of adjustment for Base Fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown below.

BASE FEE ADJUSTMENT FORMULA $ABF = BF \times AF$

Where:

$$ABF = BF \times AF$$

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Section 4.1.1

AF = Adjustment Factor as determined by the formula:

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$$AB \quad [((ECI).50) + ((CPI).50)] + 1.02$$

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter of the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU101000000000(a)

- 4.1.3 The total amount for Public Works Operational and Emulsion Costs shall not exceed the Public Works Operational and Emulsion Costs limit of \$70,000 during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for each department included in the scope of this Agreement in the monthly report. EOM will notify the Owner if they believe the Public Works Operational and Emulsion Costs will exceed the Annual Public Works Operational and Emulsion Costs limit. EOM shall provide Owner with a detailed monthly invoice of Public Works Operational and Emulsion Costs and on a monthly basis Owner shall pay EOM for all Public Works Operational and Emulsion Costs
- 4.1.4 The Public Works Operational and Emulsion Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Public Works Operational and Emulsion Costs limit will be determined by the prior year's actual direct Public Works Operational and Emulsion Costs plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.
- 4.1.5 The total amount EOM shall be required to pay directly for Chemicals Costs shall not exceed the annual budgeted Chemicals limit of \$ 90,000.00 per year during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Chemicals in the monthly report. EOM will notify the Owner if they believe the Chemicals Costs will exceed the Annual Chemicals limit. EOM shall provide Owner with a detailed monthly invoice of Chemicals Costs and on a monthly basis Owner shall pay EOM for all Chemicals.
- 4.1.6 The Chemicals limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Chemicals limit will be determined by the prior year's actual direct Chemicals Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.
- 4.1.7 The total amount for Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs shall not exceed the annual Management and labor compensation fee of \$286,500. The Parts & subcontracted repair cost is budgeted at ~~\$161,022~~ \$250,000 during this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Parts Inventory in the monthly report. EOM will notify the Owner if they believe the Parts Inventory will exceed the Annual Parts Inventory limit. EOM shall provide Owner with a detailed monthly invoice of Parts Inventory Costs and on a monthly basis Owner shall pay EOM for all Parts Inventory.

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- 4.1.8 The Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs budget limit will be determined by the prior year's actual direct Parts Inventory Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2
- 4.1.9 Requests by Owner that are incidental to the Scope of Services shall be invoiced to Owner based upon a written quote and agreement between Owner and EOM at a negotiated cost of incidental services prior to the work being done.
- 4.1.10 In the event that a Change in Scope of services provided by EOM occurs, the Owner and EOM will negotiate a commensurate adjustment in Base Fee.
- 4.1.11 The services provided under this Agreement are based on reasonably expected overtime for normal services required after hours. Normal hours are considered 8:00 am to 5:00 pm 5 days per week. Any additional expenses including straight or overtime wages caused by *Force Majeure* event(s) or Unforeseen Circumstances will be billed to Owner for reimbursement.

4.2 PAYMENT OF COMPENSATION

- 4.2.1 EOM will bill the Owner for its base fee, and any expenditure paid for by EOM directly along with any out of scope item by the 10th of each month.
- 4.2.2 EOM's invoices are payable within fifteen (15) days of receipt by the Owner, unless the billing is for purchases or work over 30 days old, in which case the invoices will be payable within thirty (30) days.
- 4.2.3 Owner shall pay interest at an annual rate equal to five percent (5), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days on billing provided timely by EOM, or thirty (30) calendar days if the billing is for purchases or work over thirty (30) days old, such interest being calculated from the due date of payment. EOM must keep its vendors paid timely. If vendors with whom EOM conducts business with on behalf of the Owner are not paid the Owner may deduct the amounts from EOM bills to insure that any parts, supplies, testing fees or sub-contractor bills are paid.
- 4.2.4 Advance payments prior to any work shall not be granted unless specified in writing.
- 4.2.5 Progress payments or draw shall not be granted unless specified in writing.
- 4.2.6 Notwithstanding any other payment provisions of this contract, failure of EOM to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of EOM. The County will immediately notify EOM of its intention to withhold payment of any invoice or voucher submitted.

5 TERM

5.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for twelve (12) months commencing July 1 2017 and shall terminate absolutely and without further obligation on the part of Effingham County on June 30, 2018. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional two (2) years. Any subsequent Agreement shall be subject to approval of both parties.

5.2 This agreement may terminate with the negotiation, between Owner and EOM, on operational changes in Scope of Services. At this time another Contract Agreement of Services will be negotiated and entered into with Owner and EOM based on Good Faith negotiations.

6 TERMINATION

6.1 Termination for Cause

6.1.1 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of EOM's invoices, neither party shall terminate this Agreement without giving the other party thirty (60) day's written notice of intent to terminate.

6.2 Termination for Convenience

6.2.1 Owner may terminate for convenience, without cause, upon sixty (60) days written notice to EOM. In such case, EOM shall be paid for work performed prior to the effective date of termination. EOM shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

7 INSURANCE

7.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

General Information that shall appear on a Certificate of Insurance:

- a. Name of Producer (contractor's insurance Broker/Agent).
- b. Companies affording coverage (there may be several).
- c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- d. A Summary of all current insurance for the insured (includes effective dates of coverage).
- e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- f. Certificate Holder (This is to always include Effingham County).

- 7.2 **INSURANCE PROVISIONS:** EOM shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contract amount. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is to be included as an additional insured on insurance contracts.**
- 7.3 **LIMITS OF INSURANCE:**
Effective coverage shall have the following limits:
- a. **Commercial General Liability:** Coverage will be provided with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
 - b. **Worker's Compensation and Employer's Liability:** Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed.
 - c. **Comprehensive Automobile and Vehicle Liability Insurance:** Coverage of One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or – leased motor vehicles, including onsite and offsite operations.
- 7.4 **SPECIAL REQUIREMENTS:**
- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
 - b. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
 - c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
 - d. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
 - e. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
 - f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
 - g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
 - h. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim

7.5 **INDEMNIFICATION:**

EOM agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the EOM or its subcontractors. EOM's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. EOM further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of EOM or his subcontractors or anyone directly or indirectly employed by any of them. EOM's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the EOM.

- 7.6 Owner and EOM will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

8 LABOR DISPUTES

- 8.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform services, provided under this Agreement, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders during any such disruption. EOM shall offer services on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

9 FORCE MAJEURE

- 9.1 Neither party shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon or as a result of any unforeseen occurrence, including but not limited to, (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial federal or other government body; (iii) labor disputes, strikes, work showdowns or work stoppages, but excluding labor disputes, strikes, work showdowns or stoppages by employees or EOM; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking *Force Majeure* clause

EOM Operations Contract 2017 - 2018

shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

10 ACCESS TO FACILITIES AND PROPERTY

10.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will secure access to any other Owner property as necessary for performance of EOM's services.

11 CHANGES

11.1 Owner and EOM may mutually make changes regarding the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to this Agreement, all of which must be executed by both parties.

12 NO THIRD-PARTY BENEFICIARIES

12.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and has no third-party beneficiaries.

13 JURISDICTION

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

14 SEVERABILITY

14.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15 ENTIRE AGREEMENT

15.1 Should any provisions of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this contract in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.

15.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

EOM Operations Contract 2017 - 2018

Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS, A DIVISION OF EOM
PUBLIC WORKS LLC


Authorized Signature



Name: Melissa Hurd

Title: CFO/ Member

Date:



THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY

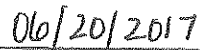
Authorized Signature



Name: Wesley M. Corbitt

Title: Chairman

Date:



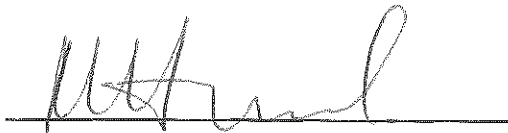
ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.



CONTRACTOR



DATE



NOTARY



DATE



ATTACHMENT B

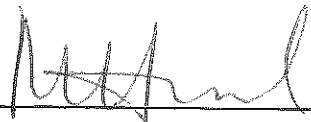
**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The undersigned certifies, by execution of this contract, that neither EOM nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency, State of Georgia, Board of Education or local municipality. EOM agrees that by executing this contract they will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where EOM or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

Melissa Hord

(Printed or Typed Name of Signatory)



(Signature)

6.20.17

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

ATTACHMENT C
STATE OF GEORGIA - EFFINGHAM COUNTY

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

759319
 EEV/ Basic Pilot Program* User Identification Number

2/28/14
 Date Authorized to use E-Verify

M. Hurd
 BY: Authorized Officer or Agent
 (Contractor Name)

6.20.17
 Date

president
 Title of Authorized Officer or Agent of Contractor

Melissa L Hurd
 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20th DAY OF June 20 17

IC
 Notary Public

My Commission Expires: 20 19



* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, as Melissa Hurd, president
Name of individual Title & Authority

Eom Operations, a Division
of of EOM Public Works LLC, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

[Signature]
Signature

State of: Georgia

County of: Bayan

Subscribed and sworn to before me on this 20th day of June 2017

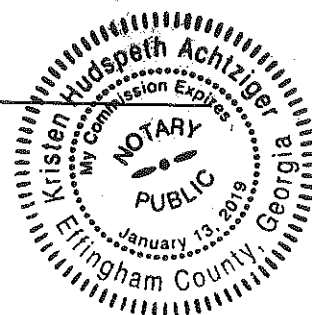
by Melissa Hurd representing him/herself to be
President of the company named.

[Signature]
Notary Public

My Commission expires:

January 13th 2019

Resident State: Georgia




ATTACHMENT E

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) EOM Operations, a division of
EOM Public Works LLC
Name Melissa Hurd, (herein after "Company"), Title president

In consideration of the privilege to conduct work per this contract, hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of this contract;
- B. That it is and shall be the policy of EOM to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in this contract;
- E. That the failure of EOM to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.



SIGNATURE

6.20.17

DATE:

**AMENDMENT No. 1 TO
AGREEMENT
For
PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES**

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between the **Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for the Agreement to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2018. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.

The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date.

To the maximum extent permitted under applicable law and, in that regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A. §36-60-13 and they intend and agree that the provisions of the Agreement and any amendments shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

2. This Amendment allows for an increase in the Base Fee to \$2,124,000 with the following department breakdowns.
- | | |
|--------------------------|--------------|
| a. Public Works | \$985,800.00 |
| b. Water & Sewer | \$296,000.00 |
| c. Waste Water Treatment | \$257,200.00 |
| d. Vehicle Maintenance | \$390,000.00 |
| e. Ash Road Resurfacing | \$195,000.00 |
3. This Amendment allows for a change in department operating limits and structure to reflect the 2018-2019 approved budget. The total annual limits for operating costs pertaining to the scope of work outlined in the Contract shall not exceed \$190,000 for Public Works, \$333,500.00 for Water and Sewer, \$208,000.00 for Wastewater Treatment Plant and 307,300 for Vehicle Maintenance. Any non-emergency purchases over \$2500.00 must have prior approval by Owner. Repair expenses for any vehicle shall not exceed \$5,000 in any one fiscal year without Owner approval.
4. This Amendment allows for the continued use of inmate work detail.
5. This Amendment deletes Section 2.1.2 of the Agreement that reads "EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems."
6. This Amendment changes the reporting date listed in Section 2.6.35 to the 10th day of each month and adjusts the reporting breakdown to align with the 2017-2018 budget. The breakdown will include hours, inventory used, purchased parts, subcontractor costs and 1/12 of the base fee for this department.
7. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
8. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Authorized Signature

Name

Melissa Hurco

Title

President

Date

3/12/19

Board of Commissioners of Effingham County

Authorized Signature

Name

Wesley M. Corbett

Title

Chairman @ Large

Date

3/12/19 06/07/2018

**AMENDMENT No. 2 to the
AGREEMENT**

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Operational and Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on September 1, 2019 and terminates on June 30, 2020 subject to the renewal provision in Paragraph 1 of Amendment No. 1 to Agreement for Public Works Operations Management Services.

2. This Amendment increases the Base Fee in the Agreement for the Public Works Operations Management Services. The increase will not take effect until the September, 2019 monthly payment.

The monthly payment schedule is as follows:

July 2019: \$177,000.00

August 2019: \$177,000.00

September 2019 – June 2020: \$181,500.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Authorized Signature _____

Name _____

Title _____

Date _____

Board of Commissioners of Effingham County

Authorized Signature Wesley M. Corbitt

Name Wesley M. Corbitt

Title Chairman

Date 08/20/2019

AMENDMENT No. 3
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 3 (hereinafter referred to as "Amendment") is made by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on August 1, 2020 and terminates on June 30, 2021 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.
2. This Amendment allows for an increase in the annual Base Fee to \$2,248,800 for one additional full time employee in the water and sewer department as approved in the 2020-2021 Budget. The increase will not take effect until the August, 2020 monthly payment.

The monthly payment schedule is as follows:

July 2020: \$181,500.00

August 2020-Jun 2021: \$187,400.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

Board of Commissioners Effingham County

Authorized Signature

Name Wesley M. Corbitt

Title Chairman

Date 02/15/2020

EOM OPERATIONS

Authorized Signature

Name

Melissa Hurd

Title

president

Date

9.23.2020

AMENDMENT No. 4
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 4 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature

Name

Title

Date

Board of Commissioners of Effingham County

Authorized Signature

Name

Title

Date

AMENDMENT No. 5

AGREEMENT

For

OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

ewl
— 5
This Amendment No. ~~4~~ (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to \$2,351,632.
2. EOM shall provide a crane truck, as needed, for sewer pump station maintenance and repairs. This includes up to a total of 130 hours of truck usage for pump pulling activities.
3. This Amendment allows for a change in department operating limits and structure to reflect the 2022-2023 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. This Amendment allows for
5. This Amendment allows for the Contract to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2022. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.


The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those

services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date. To the maximum extent permitted under applicable law and, in regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A §36-60-13 and they intend and agree that provisions of the Agreement and any amendments shall be interrupted and construed so as to be lawful and permissible under all circumstances under such statute.

6. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
7. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
Name Melissa Hord
Title president
Date 6/21/22

Board of Commissioners of Effingham County

Authorized Signature 
Name Wesley M. Corbitt
Title Chairman
Date 06/21/2022

AMENDMENT No. 6
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 6 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21st, 2022 and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to \$2,797,025 which includes the addition of 3 new positions.
2. This Amendment modifies section 2.3.5 of the Agreement for Public Works Operations Management Services to reflect the current lift station listed below.

EF-PS-01	MARLOW ELEMENTARY	EF-PS-16	PARK WEST PHASE 3
EF-PS-02	SOUTH BEND	EF-PS-17	RED OAK
	SOUTH EFFINGHAM	EF-PS-18	SUMMER STATION
EF-PS-03	ELEMENTARY	EF-PS-19	CEDAR RIDGE
EF-PS-04	HODGEVILLE ROAD	EF-PS-20	LAUREL MILL
EF-PS-05	PARK WEST	EF-PS-21	BLANDFORD CROSSING
EF-PS-06	EXLEY TRACT	EF-PS-22	SADDLECLUB @ BELMONT GLEN
EF-PS-07	GREYSTONE	EF-PS-23	PATRIOTS POINT
EF-PS-08	BLANDFORD ELEMENTARY	EF-PS-24	ANTIGUA- CARRIBEAN VILLAGE
EF-PS-09	GOSHEN ROAD_ LEARNING TREE	EF-PS-25	PARK WEST PHASE 4
EF-PS-10	WINDFIELD	EF-PS-26	WOODLANDS
EF-PS-11	S.E.P_ BUCKINGHAM	EF-PS-27	COVERED BRIDGE
	OLD AUGUSTA RD- JASPER	EF-PS-28	TRADE CENTER- GITC
EF-PS-12	VILLAGE	EF-PS-29	BLUE JAY COMMONS
EF-PS-13	TIMBERLAKE	EF-PS-30	PARK WEST PHASE 5
EF-PS-14	STAFFORDSHIRE	EF-PS-31	CREEKSIDE
EF-PS-15	SETTLERS POINT	EF-PS-32	NEW HAVEN

3. This Amendment allows for a change in department operating limits and structure to reflect the 2023-2024 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
5. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.


EOM OPERATIONS

Authorized Signature

Name

Title

Date


Melissa Hurd
CFO
7/1/23


Board of Commissioners of Effingham County

Authorized Signature

Name

Title

Date


Wesley M. Corbett
Chairman
07/18/2023

AMENDMENT No. 7
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 7 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21st, 2022; Amendment 6 dated July 18th, 2023 and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.


1. This Amendment allows for department fee adjustments but no increase to the Base Fee.
2. This Amendment modifies section 2.3.5 of the Agreement for Public Works Operations Management Services to reflect the current lift station listed below.

EF-PS-01	MARLOW ELEMENTARY	EF-PS-18	SUMMER STATION
EF-PS-02	SOUTH BEND	EF-PS-19	CEDAR RIDGE
	SOUTH EFFINGHAM	EF-PS-20	LAUREL MILL
EF-PS-03	ELEMENTARY	EF-PS-21	BLANDFORD CROSSING
EF-PS-04	HODGEVILLE ROAD	EF-PS-22	SADDLECLUB @ BELMONT GLEN
EF-PS-05	PARK WEST	EF-PS-23	PATRIOTS POINT
EF-PS-06	EXLEY TRACT	EF-PS-24	ANTIGUA- CARRIBEAN VILLAGE
EF-PS-07	GREYSTONE	EF-PS-25	PARK WEST PHASE 4
EF-PS-08	BLANDFORD ELEMENTARY	EF-PS-26	WOODLANDS
EF-PS-09	GOSHEN ROAD_ LEARNING TREE	EF-PS-27	COVERED BRIDGE
EF-PS-10	WINDFIELD	EF-PS-28	TRADE CENTER- GITC
EF-PS-11	S.E.P_ BUCKINGHAM	EF-PS-29	BLUE JAY COMMONS
	OLD AUGUSTA RD- JASPER	EF-PS-30	PARK WEST PHASE 5
EF-PS-12	VILLAGE	EF-PS-31	CREEKSIDE
EF-PS-13	TIMBERLAKE	EF-PS-32	NEW HAVEN
EF-PS-14	STAFFORDSHIRE	EF-PS-33	GITC 2
EF-PS-15	SETTLERS POINT	EF-PS-34	Old Augusta Commerce Center
EF-PS-16	PARK WEST PHASE 3	EF-PS-35	Old Augusta Warehouses
EF-PS-17	RED OAK		

3. This Amendment allows for a change in department operating limits and structure to reflect the 2024-2025 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
5. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
Name Melissa Ford
Title CFO
Date 8/20/24

Board of Commissioners of Effingham County

Authorized Signature 
Name Wesley M. Corbitt
Title Chairman
Date 08/20/2024