

Task Order 10

Westwood Heights Drainage Improvements



EOM Operations, a full-scale public works operations, engineering, and utilities construction firm is pleased to provide drainage improvements as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services (hereinafter referred to as “Agreement”) executed 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”) on 15th day of September, 2020, all subsequent amendments to the Agreement and additional Contract Documents contained herein.

1. Scope of Work

EOM shall complete all Work for the Project known as the Westwood Heights Drainage Improvements as specified or indicated in the Contract Documents. The Contract Documents shall consist of the General Conditions listed in 23-ITB-064, the Supplemental Conditions listed in 23-ITB-064, Westwood Heights Subdivision Drainage Improvement Plans dated November 11, 2024, Westwood Heights Technical Specifications dated November 2024, and all Addenda listed in 23-ITB-064. Work shall be in accordance with all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

2. Changes

Any changes to the Contract Documents or variations and deviations in the Work must first be approved by Effingham County’s Engineering Department in the form of a written Change Order or a Work Change Directive. Should any unknown or concealed conditions are encountered that differ from the Contract Documents or other ordinary conditions, EOM shall immediately notify Owner. EOM shall be entitled to adjustments in time and/or costs caused by such concealed or unknown conditions. Approvals by Owner and/or Owner’s representative shall not be unreasonably withheld.

3. Contract Times

It is understood that time is of the essence. The Work will be completed within 180 days from receipt of a Notice to Proceed.

4. Compensation

Owner shall pay to EOM as compensation for work performed under this Task Order an amount in current funds equal to \$2,865,460.50, an amount determined pursuant to the attached fee proposal.

EOM will submit monthly Applications for Payment to Owner for work completed through the last day of the month. Applications for Payment will be reviewed by the County Engineer for accuracy based on the work completed. Owner will make progress payments in the amount equal to the work completed. Retainage shall be held from progress payments in the amount of 10% of the completed work until the project reaches 50% complete at which time retainage will be reduced to 5% on all items. Owner shall pay all remaining balances of the Contract Price upon final completion and acceptance of the Work.

Owner shall pay interest at an annual rate equal to one percent (1%), said amount of interest not to exceed any limitation provided by law on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of payment.

5. Termination

Owner may terminate this Task Order without cause and for convenience by delivering to EOM, at the address indicated in the Master Service Agreement, a written notice of termination specifying the effective date of

termination. Such notice shall be delivered to EOM at least seven (7) days prior to the effective date of termination. EOM shall be entitled to receive payment for the Work satisfactorily performed prior to the termination and those costs incurred as a result of the termination.

Owner may terminate this Task Order for a material breach of the terms of this Task Order by EOM, including failure to make payments to subcontractors for materials and labor or failure to perform work in accordance with all applicable laws, ordinances, rules and regulations but only after providing written notice of the breach and allowing EOM seven (7) days from delivery of a written notice, to commence remediation of the breach and a reasonable time thereafter to complete remediation of the breach. If EOM fails to remediate the breach, after notification by Owner, Owner may take possession of the site and all materials thereon and finish the Work by whatever reasonable method the Owner may deem appropriate. EOM and its surety shall be liable to Owner for damages and costs incurred by Owner as a result of default by EOM including but not limited to costs of completion or correction of the Work, attorneys fees, expert fees and other costs of the dispute resolution.

EOM may terminate this Task Order for a material breach of the terms of this Task Order by Owner, including failure to make payments when due under the terms of this Task Order, but only after providing written notice of the breach and allowing Owner fifteen (15) days to make payment or otherwise commence remediation of the breach and a reasonable time thereafter to complete remediation of the breach (other than non-payment).

Except as otherwise provided in this Task Order, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. The parties' obligations pursuant to this Task Order shall survive any Acceptance of Work, or expiration or termination of this Task Order.

6. Severability

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

7. Conflicts of Interest

EOM agrees that it shall not engage in any activity or conduct that would result in a violation of state or local ethics, laws or regulations. EOM certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the work.

8. Authority

Both parties represent and warrant to the other party that the execution, delivery and performance of this Agreement has duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Task Order by their signatures below.

**EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC**

Effingham County Board of Commissioners

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A – Fee Proposal

No.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 384,285.50	\$ 384,185.50
2	Traffic Control/Contractor Safety (Includes Temporary Access for local Driveways)	1	LS	\$ 52,500.00	\$ 52,500.00
3	4-FT Concrete Replacement	3,500	SY	\$ 94.50	\$ 330,750.00
4	4-FT Asphalt Replacement	700	SY	\$ 78.75	\$ 55,125.00
5	Ditch Improvements and Grading	1	LS	\$ 157,500.00	\$ 157,500.00
6	15-In DIA RCP Pipe	60	LF	\$ 157.50	\$ 9,450.00
7	18-In DIA RCP Pipe	410	LF	\$ 210.00	\$ 86,100.00
8	23-In RCP Elliptical Pipe	2,500	LF	\$ 189.00	\$ 472,500.00
9	30-In RCP Elliptical Pipe	2,400	LF	\$ 215.25	\$ 516,600.00
10	33-In DIA RCP Pipe	70	LF	\$ 315.00	\$ 22,050.00
11	38-In RCP Elliptical Pipe	1,400	LF	\$ 278.25	\$ 389,550.00
12	42-In RCP Elliptical Pipe	100	LF	\$ 420.00	\$ 42,000.00
13	49-In RCP Elliptical Pipe	30	LF	\$ 525.00	\$ 15,750.00
14	53-In RCP Elliptical Pipe	30	LF	\$ 525.00	\$ 15,750.00
15	Additional Concrete Replacement Allowance (accounts for pavement "Within 5-FT of the next existing control joint")	1	LS	\$50,000	\$50,000
16	Catch Basin with Grate (Standard 3-FT x 4-FT - Type 1)	9	EA	\$ 7,350.00	\$ 66,150.00
17	Concrete Headwall	1	EA	\$ 36,750.00	\$ 36,750.00
18	RipRap Outlet Protection (Included GeoTextile Fabric)	800	SY	\$ 131.25	\$ 105,000.00
19	Permanent Grassing (In Kind or Better)	1	LS	\$ 31,500.00	\$ 31,500.00
20	Utility Relocation Allowance	1	LS	\$ 26,250.00	\$ 26,250.00
TOTAL BID AMOUNT					\$ 2,865,460.50