

SERVICES CONTRACT
BETWEEN
CHATHAM COUNTY, GEORGIA
AND

**Barrett Oil
2126 W. Bay Street
Savannah, GA 31415
(912) 234-7231 (PHONE)**

Annual Contract for Gasoline and Diesel Fuel for Chatham County

**(Annual Contract)
CONTRACT NO. 18-0010-6A**

Board of County Commissioners
Chatham County Courthouse
124 Bull Street
Post Office Box 8161
Savannah, Georgia 31412

SERVICES CONTRACT

Between

CHATHAM COUNTY, GEORGIA

And

Barrett Oil

This Contract is made and entered into this **18th** day of **May, 2018**, by and between the Board of Commissioners of Chatham County, Georgia, hereinafter called the "BOARD," and, **Barrett Oil**, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and experienced **FIRM TO PROVIDE Gasoline and Diesel Fuel for Chatham County NO. 18-0010-6A.**

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR that the COUNTY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES: The service to be provided by the Contractor as described in Article IV is to commence upon execution of this contract, and or upon a date mutually agreed upon by the County Contract Administrator, and the Contractor. **THE TERM OF THIS CONTRACT IS FOR ONE (1) YEAR WITH RENEWAL OPTIONS FOR FOUR (4) ADDITIONAL ONE YEAR TERMS, UNLESS DIRECTED OTHERWISE BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS.**

SECTION I-2. REQUIREMENT FOR MANDATORY PERFORMANCE: The words "shall," "will" and "must" may be used interchangeably in this Contract; and in any case will indicate a required or mandatory performance by the CONTRACTOR, and COUNTY.

SECTION I-3. COUNTY ADMINISTRATION. The administration of this Contract for Chatham County, Georgia, shall be the responsibility of the County administrative staff,

hereinafter called the "COUNTY." **CALVIN TURNER, FLEET OPERATIONS. 1335 LYNNAH AVENUE, SUITE 107, SAVANNAH, GA, 31408, (912) 652-6878 (PHONE), cturner@chathamcounty.org,** shall serve as the Project Manager for this contract and shall be responsible to the County Manager who is responsible to the BOARD for the proper effectuation of Chatham County, Georgia's obligations under the terms of this Contract.

SECTION I-4. COUNTY PROJECT MANAGER'S DUTIES AND AUTHORITY. The Project Manager is the Chatham County, Georgia staff member primarily responsible for the day-to-day management of this contract. They shall act as the official liaison between the CONTRACTOR and the COUNTY. The Project Manager shall arrange for conferences and the exchange of data and information and for necessary approvals, except for such portion of these liaison duties as may be specifically delegated to the CONTRACTOR under other provisions of this Contract. All correspondence, data, information and reports shall be directed to the Project Manager. The number of copies of such data shall be designated by the County Project Manager to provide for proper distribution to the parties concerned. The Project Manager shall be responsible for the maintenance of all records and correspondence concerning this contract for the COUNTY.

The CONTRACTOR shall meet with the COUNTY for review of the work as determined by the Project Manager. The services shall be performed to the satisfaction of the County's Project Manager, subject at all times to the County Manager's approval, whose decision upon any question connected with the aforementioned service, or any failure or delay regarding same shall be final and conclusive.

The Project Manager will expedite any necessary decisions regarding provisions of this contract that affect the performance of the CONTRACTOR.

SECTION I-5. PERSONNEL AND EQUIPMENT. The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract; none of whom shall be employees of, nor have any contractual relationship with Chatham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-6. SCHEDULING OF WORK TASKS. The CONTRACTOR shall energetically and expeditiously carry out the required services.

SECTION I-7. REVIEW OF WORK IN PROGRESS. Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities required under this contract.

SECTION I-8. CHANGES TO THIS CONTRACT. The COUNTY may, at any time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the term, rate or amount of the CONTRACTOR's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be

incorporated in written amendments to this Contract.

SECTION I-9. DELAYS AND EXTENSION OF TIME. If the CONTRACTOR is delayed at any time in the progress of providing services by an act or neglect of Chatham County, or by changes ordered in the Work, or by labor disputes, strikes, insurrections, fires, act of God, unusual but well documented and excusable delays in performance, or other causes beyond the Contractor's control, or by delay authorized by the COUNTY, then the Contract term of service and/or cost may be extended by Contract modification for such reasonable time as the COUNTY and CONTRACTOR may agree.

SECTION I-10. TERMINATION OF CONTRACT FOR CAUSE. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CONTRACTOR shall be in breach of this Contract and the COUNTY shall thereupon give written notice of default to the CONTRACTOR and allow the CONTRACTOR seven (7) calendar days from such notice to cure such default. After notice, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

If COUNTY fails without cause to make payment when due, the CONTRACTOR may give written notice of the CONTRACTOR's intention to terminate this Agreement. If the CONTRACTOR fails to receive payment within ten (10) days after receipt of such notice by the COUNTY, the CONTRACTOR may give a second written notice and five (5) days after receipt of second written notice by the COUNTY, the CONTRACTOR may terminate this Agreement and recover from the COUNTY payment for services rendered.

SECTION I-11. TERMINATION OF CONTRACT FOR CONVENIENCE. Each party to the contract shall have the right to terminate the contract made hereunder for it's convenience by giving the other party written notice 30 days in advance of it's election to do so and by specifying the effective date of such termination. The CONTRACTOR shall be paid for services rendered and not in question or dispute through the effective date of such termination.

SECTION I-12. CONTRACTOR TO COOPERATE WITH OTHER CONTRACTORS AND GOVERNMENT AGENCIES. If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR and its subcontractors shall fully cooperate with such other contractors and COUNTY employees and carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR and its subcontractors shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees. Costs caused by ill-timed work shall be borne by the responsible party.

SECTION I-13. INDEMNIFICATION. The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham 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 CONTRACTOR or its subcontractors. The CONTRACTOR'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. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham 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 the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price as shown in Article II or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR including, without limitation to, the insurance required to be maintained by the CONTRACTOR pursuant to Section II-4 of this Contract.

SECTION I-14. COVENANT AGAINST CONTINGENT FEES. The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability, or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-15. PROHIBITED INTERESTS.

a. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having any such interest shall be employed.

b. Interests of Public Officials. No member, officer, or employee of Chatham County, Georgia, during his tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION I-16. SUBCONTRACTING. The CONTRACTOR shall not subcontract any part

of the work covered by this Contract without the COUNTY's prior written approval of the subcontractor. All approved subcontractors and their personnel assigned to this Project shall be listed on Attachment B-Personnel Listing of this Contract.

SECTION I-17. ASSIGN ABILITY. The CONTRACTOR shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Contract without the written consent of the COUNTY.

SECTION I-18. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status;

b. The CONTRACTOR will, in all solicitations or advertisements for employees, insure that qualified applicants will receive consideration for employment and will take affirmative action to employ applicants without regard to race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;

c. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SECTION I-19. ANTI-KICKBACK CLAUSE. Salaries of all personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby agrees to comply with all applicable "Anti-Kickback" laws and shall insert appropriate provisions in all subcontracts covering work under this Contract.

SECTION I-20. PREFERENCE FOR LOCAL LABOR AND PURCHASES. The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for the making of this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent practicable. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor.

SECTION I-21. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and his

subcontractors shall make available to the COUNTY and/or representatives of the Chatham County Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

SECTION I-22. VERBAL AGREEMENT OR CONVERSATION. No verbal agreement or conversation with any officer, agent, or employee of Chatham County, Georgia, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. All changes to this Contract shall be in writing and appended hereto as prescribed in Section I-8.

SECTION I-23. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents or employees to be the agent, employee or representative of Chatham County, Georgia.

SECTION I-24. NOTICES. All notices shall be in writing and any notices, demands and other papers or documents to be delivered to Chatham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to the **County's Project Manager, CALVIN TURNER, FLEET OPERATIONS, 1335 LYNNAH AVENUE, SUITE 107, SAVANNAH, GA, 31408, (912) 652-6878 (PHONE),** cturner@chathamcounty.org or at such other place or places as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, and addressed as follows: **JAMES MOORE, BARRETT OIL, 2126 W. BAY STREET, SAVANNAH, GA 31415 (912) 234-7231 (PHONE).**

SECTION I-25. VI PROVISIONS. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Chatham County or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Chatham County, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Chatham County shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as Chatham County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request

Chatham County enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION I-26. CHOICE OF LAW. This Contract shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia.

SECTION I-27. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all applicable Federal, State, Chatham County and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to Chatham County building code and permits and/or municipal business licenses, building permits, and other local requirements, as applicable.

SECTION I-28. POST-CONTRACT TERM COMPLETION OF WORK. The CONTRACTOR shall be entitled to complete any work assignments issued near the end of the term of this annual contract but which requires additional time for completion beyond the termination date of this contract.

SECTION I-29. ACCURACY OF WORK WARRANTED. The CONTRACTOR hereby warrants the accuracy of the Work completed under the terms of this contract and shall promptly correct any errors and omissions at no additional cost to Chatham County. Acceptance of the Work by Chatham County will not relieve the CONTRACTOR of the responsibility for subsequent correction, at no additional cost to Chatham County, of any errors and omissions for a period of one (1) year after substantial completion of the Work.

At any time during the course of the work as specified in the documents contained or work performed by others based on data secured by the CONTRACTOR under this Contract, the CONTRACTOR shall confer with the COUNTY to correct any errors or omissions made by the CONTRACTOR. The CONTRACTOR shall prepare any reasonable data required by the COUNTY to correct such errors or omissions. The above consultations, clarifications or corrections shall be made without added compensation. The CONTRACTOR shall give immediate attention to these changes so that there will be a minimum delay to COUNTY.

ARTICLE II

COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES. The COUNTY shall pay the CONTRACTOR for his services as follows: AS LISTED ON ATTACHMENT C.

SECTION II-2. COMPENSATION SCHEDULE. The detailed project compensation schedule is shown in Attachment C and is attached hereto and incorporated herein as a part

of this Contract. Any changes to the cost will be directed to the CONTRACTOR by the County Contract Administrator in writing, and said document shall automatically become an addition to Attachment C.

SECTION II-3. METHOD OF COMPENSATION. The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the work as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payment(s) to the CONTRACTOR in accordance with the schedule as indicated and provided for on forms approved by the County Project Manager.

The making of total or final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective Work appearing after substantial completion, failure of the Work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contract Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of total or final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

SECTION II-4. INSURANCE PROVISIONS. The CONTRACTOR shall 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 CONTRACTOR, his Agents, Representatives, and Employees. The cost of such insurance shall be borne by the CONTRACTOR.

The COUNTY evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. With the exception of automobile liability, the COUNTY is not to be included as a named insured on CONTRACTOR's policies. Prior to the commencement of any work the CONTRACTOR shall obtain and furnish certificates of insurance to the COUNTY indicating the following minimum lines of coverage:

A. Scope of Coverage as applicable: Insurance coverage shall be at least as broad as:

1. Current Insurance Service Office (ISO) Commercial General Liability coverage, and where applicable, supplemented by Umbrella/Excess with coverage as broad as the underlying Commercial General Liability policy(s). Commercial General Liability shall be written on an Occurrence basis with Products and Completed Operations, and Contractual Liability.

2. Current Insurance Service Office Business Auto coverage including Code 1, "Any Auto."

3. Worker's Compensation and Employer's Liability B. Limits of Insurance: Effective coverage shall have the following limits:

1. **Commercial General Liability:** \$1,000,000 Combined Single Limit General Aggregate for bodily injury, property damage, Products-Completed Operations, Owners and Contractors Protective Liability, and Contractual Liability.
2. **Business Auto Liability:** \$1,000,000 Combined Single Limit per accident for bodily injury and property damage, including Code 1 - "Any Auto."
3. **Worker's Compensation** that shall comply with all applicable state and federal laws and shall include Employer's Liability with a minimum limit of \$500,000.

C. Special Requirements:

1. **Severability of Interest:** Where applicable, any insurance coverage provided by any party other than Chatham County, and which may indemnify Chatham County, the limits stated under such coverage shall apply separately to Chatham County.
2. **Reporting Provisions:** Any failure to comply with reporting provisions of any applicable policy shall not affect coverage, if any, afforded on behalf of Chatham County, its officials, officers, employees, or volunteers.
3. **Cancellation/Non-Renewal Notification:** Each applicable insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Chatham County.
4. **Proof of Insurance:** The Contractor is required to carry insurance under this contract and shall furnish Chatham County with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
5. **Insurer Acceptability:** Insurance is to be placed with insurers with a Best's rating of no less than A:V.
6. **Lapse of Insurance Coverage:** A lapse of insurance coverage shall constitute ground for termination of this contract by the Chatham County Board of Commissioners.

SECTION II-5. RESERVED.

SECTION II-6. MAINTENANCE OF PROJECT FINANCIAL RECORDS. The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project, where appropriate, and shall make such material available at all reasonable times, during the period of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any

contracts it may make with any subcontractor, assignee, or transferee.

SECTION II-7. PAYMENT OF TAXES AND FEES. The CONTRACTOR shall request and obtain any necessary inspections from the County Project Managers should same be required. The cost of any permit fees required by the County, and not waived, shall be paid by the CONTRACTOR.

ARTICLE III

COUNTY RESPONSIBILITIES

SECTION III-1. SCOPE OF SERVICES. It is agreed and understood that certain services, if required, will be performed and furnished by the COUNTY in a timely manner so as not to delay the CONTRACTOR unduly in his performance of said obligations. The COUNTY will provide the CONTRACTOR with a work-order confirmation within 24 hours of verbal identification to CONTRACTOR for all Emergency Services requested.

For "Other" related work requested by COUNTY that CONTRACTOR agrees to perform, the COUNTY will issue a "Notice to Proceed" to the CONTRACTOR, in the form of a Purchase Order or Written Notice that is accompanied by relevant technical plans and/or specifications (if applicable). "Notice to Proceed" must be received by CONTRACTOR prior to the commencement of any "Supplemental Services". If CONTRACTOR commences any "Supplemental Service" work or delivers any items prior to receiving official notification, he does so at his own risk.

SECTION III-2. INFORMATION TO THE CONTRACTOR. The COUNTY will supply the CONTRACTOR with adequate copies of all data pertaining to the required service, plus full information as to the COUNTY's requirements for the service including any known pertinent data from any other CONTRACTORS performing work that would affect this Project.

SECTION III-3. COUNTY STAFF RESPONDING TO CONTRACTOR EXPEDITIOUSLY. The COUNTY will examine all data as the County deems appropriate for such examination and rendering written decisions pertaining thereto within a reasonable time so as not to delay the services of the CONTRACTOR.

SECTION III-4. COUNTY GIVING NOTICE OF PROBLEMS. The COUNTY shall give prompt verbal and/or written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any defect in the service or changed circumstances.

SECTION III-5. ACCESS TO PROPERTY. The COUNTY will guarantee access to and make necessary provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform his services under this Contract.

SECTION III-6. COUNTY DESIGNEE. The COUNTY will designate a qualified County representative to receive instructions in the operation of said equipment. County

representative will have the authority to carry out any recommendation (s) received in conjunction with the normal accomplishments of the resulting maintenance service contract.

SECTION III-7. EQUIPMENT OPERATION The COUNTY will operate the equipment as instructed by the successful Contractor and will promptly notify the contractor of any changes in operating conditions.

SECTION III-8. EQUIPMENT ROOM The COUNTY will keep the equipment rooms and space free of materials extraneous to said system and will be responsible for moving any stock, fixtures, or partitions required to facilitate the work to be provided under the resulting contract.

ARTICLE IV

SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

SECTION IV-1. CONTRACTOR MISSION STATEMENT. The CONTRACTOR shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of its professions. FIRM TO PROVIDE Gasoline and Diesel Fuel for Chatham County AS SPECIFIED IN BID NO.: 18-0010-6. WHICH IS INCORPORATED HEREIN, IN ITS ENTIRETY BY REFERENCE.

SECTION IV-2. DETAILED SCOPE OF SERVICES. The detailed scope of services to be performed by the CONTRACTOR includes those services outlined below.

- A. The County and participating agencies also require the delivery of gas and diesel in the event of a hurricane or other disaster. Agencies requesting service will be responsible for payment. The bidder must provide detail of any cost differential for providing these services and any differential for after hours or weekends. Bidder shall provide a list of names and contact information of person(s) that can be reached 24 hours a day in the event of a disaster.
- B. Disaster Assistance: Contractors will agree to:
- Ensure availability to top-off and resupply fuel tanks before and during a known disaster
 - Ensure availability to top-off and resupply fuel tanks during a no-notice disaster
 - Ensure availability to resupply fuel at both pre-existing fueling stations and other locations within the County – e.g., fueling generators at various sites in the event the County is unable.

C. AGENCY REQUIREMENTS:

ESTIMATED YEARLY GASOLINE AND DIESEL FUEL USAGE BY PARTICIPATING AGENCIES

CHATHAM COUNTY BOARD OF COMMISSIONERS

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|--|---------------|-------------------|-------------------------|
| Chatham County Fuel Station 7240 Varnedoe Dr. 31406 | Unleaded | 108,834 4,400 | Transport Tank Wagon |
| Chatham County Fuel Station 7240 Varnedoe Dr. 31406 | Diesel | 147,464 4,400 | Transport Tank Wagon |
| Mosquito Control 65 Billy B. Hair Dr. | Unleaded | 20,400 | Tank Wagon |
| Mosquito Control 65 Billy B. Hair Dr. | Diesel | 28,006 | Tank Wagon |
| Sheriff's Complex 1050 Carl Griffin Dr. | Unleaded | 267,677 21,800 | Transport Tank Wagon |
| | TOTAL: | 602,981 | |

| | |
|-----------------------|---------|
| TRANSPORT- UNLEADED: | 376,511 |
| TRANSPORT- DIESEL: | 147,464 |
| TANK WAGON- UNLEADED: | 46,600 |
| TANK WAGON- DIESEL: | 32,406 |

CITY OF SAVANNAH

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|------------|-----------|---------|---------------|
| Cemeteries | Diesel | 2,092 | Tank Wagon |
| Cemeteries | Unleaded | 500 | Tank Wagon |

| | | | |
|-----------------------------------|----------|---------|------------|
| Conveyance | Unleaded | 500 | Tank Wagon |
| Conveyance | Diesel | 8,000 | Tank Wagon |
| Fire Department | Diesel | 10,500 | Tank Wagon |
| I & D Treatment Plant | Diesel | 7,500 | Tank Wagon |
| I & D Water | Unleaded | 5,500 | Tank Wagon |
| Landfill | Diesel | 45,295 | Tank Wagon |
| Police Department | Unleaded | 184,915 | Transport |
| Storm Water | Diesel | 10,000 | Tank Wagon |
| Vehicle Maint-Sallie Mood | Unleaded | 423,421 | Transport |
| Vehicle Maint-Sallie Mood | Diesel | 202,813 | Transport |
| Vehicle Maint-City Lot | Unleaded | 344,447 | Transport |
| Vehicle Maint-City Lot | Diesel | 310,538 | Transport |
| Water Quality Control/Reclamation | Unleaded | 2,000 | Tank Wagon |
| Water Quality Control/Reclamation | Diesel | 16,100 | Tank Wagon |
| Water and Sewer | Unleaded | 1,000 | Tank Wagon |
| Water and Sewer | Diesel | 15,000 | Tank Wagon |
| Water Supply (Wells/Reservoir) | Unleaded | 500 | Tank Wagon |
| Water Supply (Wells/Reservoir) | Diesel | 4,500 | Tank Wagon |

TOTAL: 1,595,121

| | |
|-------------------------------|----------------|
| TRANSPORT- UNLEADED: | 952,783 |
| TRANSPORT- DIESEL: | 513,351 |
| TANK WAGON – UNLEADED: | 10,000 |
| TANK WAGON- DIESEL: | 577,256 |

SAVANNAH AIRPORT COMMISSION

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|-------------------|------------------|---------|---------------|
| 400 Airways Drive | Diesel | 29,432 | Tank Wagon |
| 400 Airways Drive | Premium Unleaded | 34,606 | Tank Wagon |

TOTAL: 64,038

| | |
|-------------------------------------|---------------|
| TANK WAGON- DIESEL: | 29,432 |
| TRANSPORT- PREMIUM UNLEADED: | 34,606 |

CITY OF TYBEE ISLAND

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|--------------------|-----------|---------|---------------|
| 78 Van Horn Avenue | Diesel | 700 | Tank Wagon |

| | | | |
|--------------------|----------------|------|-----------|
| 78 Van Horn Avenue | Mixed Unleaded | 2700 | Transport |
|--------------------|----------------|------|-----------|

TOTAL: 3,400

| | |
|---------------------------|--------------|
| TANK WAGON-DIESEL: | 700 |
| TRANSPORT- MIXED: | 2,700 |

TOWN OF THUNDERBOLT

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|--------------------|------------------|----------------|----------------------|
| 2702 Mechanics Ave | Unleaded | 15,988 | Tank Wagon |
| 2702 Mechanics Ave | Diesel | 1,510 | Tank Wagon |

TOTAL: 17,498

| | |
|-----------------------------|---------------|
| TANK WAGON-UNLEADED: | 15,988 |
| TANK WAGON-DIESEL: | 1,510 |

BOARD OF EDUCATION

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|----------------------|------------------|----------------|----------------------|
| Transportation Dept. | Unleaded | 100,000 | Transport |
| Transportation Dept. | Diesel | 1,400,000 | Transport |

TOTAL: 1,500,000

| | |
|----------------------------|------------------|
| TRANSPORT-UNLEADED: | 100,000 |
| TRANSPORT-DIESEL: | 1,400,000 |

CITY OF BLOOMINGDALE

| LOCATION | TYPE FUEL | GALLONS | DELIVERY TYPE |
|----------------------------|------------------|----------------|----------------------|
| City Maintenance | Premium Unleaded | 28,000 | Tank Wagon |
| (Adams Rd. and Highway 80) | L/S Diesel | 7,000 | Tank Wagon |

TOTAL: 35,000

| | |
|-----------------------------|---------------|
| TANK WAGON- PREMIUM: | 28,000 |
| TANK WAGON- DIESEL: | 7,000 |


IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this contract to be signed, sealed and delivered.

ATTEST:

CONTRACTOR:

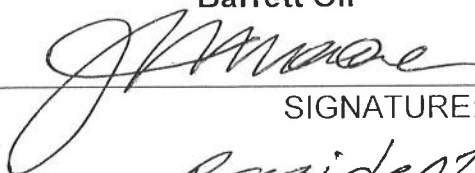
Barrett Oil

SIGNATURE:


General Mgr
TITLE:

SIGNATURE:

TITLE:


President

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation. (CORPORATE SEAL)

CHATHAM COUNTY, GEORGIA:

LEE SMITH

Chatham County, Georgia
County Manager

ATTEST:

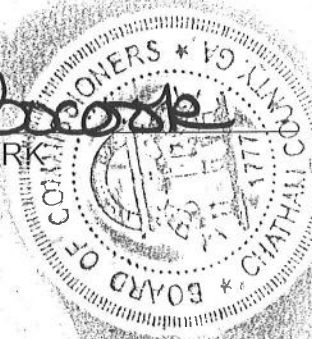
JANICE BOCOOK, CLERK

APPROVED AS TO FORM AND LEGALITY

R. JONATHAN HART, COUNTY ATTORNEY

CONTRACT NO. 18-0010-6A

C/A DATE: May 18, 2018



LIST OF SUBCONTRACTORS

I do _____, do not X, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors: **NOTE: M/WBE PARTICIPATION.**

| <i>NAME AND ADDRESS</i> | <i>TYPE OF WORK</i> |
|-------------------------|---------------------|
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SIGNED: _____ CONTRACTOR

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 IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

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:

Barrett Oil

(CONTRACTOR)

certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as ANNUAL CONTRACT FOR GASOLINE AND BIO DIESEL FUEL FOR CHATHAM COUNTY AND VARIOUS AGENCIES 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, possession, or use of a controlled substance or marijuana during the performance of the contract.

Barrett Oil

CONTRACTOR

4/9/18

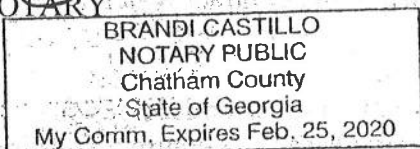
DATE

Brandi Castillo

NOTARY

4/9/18

DATE



A-1

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), JAMES MOORE
President, BARRETT OIL
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project ANNUAL CONTRACT FOR GASOLINE AND BIO DIESEL FUEL FOR CHATHAM COUNTY AND VARIOUS AGENCIES hereby consent, covenant and agree as follows:

- (1) 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 bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company 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;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company 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.

J Moore
Signature

3. 22 - 2018
Date

B-1

ATTACHMENT C
PROJECT COMPENSATION SCHEDULE

PAYMENT WILL BE MADE BY INVOICE SUBMITTED TO PROJECT MANAGER FOR SERVICES SATISFACTORILY COMPLETED. CONTRACT PRICES ARE AS FOLLOWS:

ANNUAL CONTRACT TO PROVIDE GASOLINE AND DIESEL FUEL FOR CHATHAM COUNTY

I. REGULAR WORKING HOURS (MONDAY THROUGH FRIDAY)

TANK WAGON DELIVERIES (UP TO APPROXIMATE GALLONS)

| | A Freight Charge (\$Gallon) | B Overhead Difference (\$Gallon) | C Total Mark-Up (\$Gallon) |
|-----------------------------------|--------------------------------------|---|-------------------------------------|
| Unleaded Regular (73,600 Gallons) | \$.1095 | +\$ - | =\$.1095 |
| Unleaded Premium (28,000 Gallons) | .1095 | - | (-) .1095 |
| Bio Diesel Fuel (647,394 Gallons) | .1095 | - | .1095 |

II. SPECIAL RATES (AFTER NORMAL WORKING HOURS/WEEKENDS)

TANK WAGON DELIVERIES (UP TO APPROXIMATE GALLONS)

| | A Freight Charge (\$Gallon) | B Overhead Difference (\$Gallon) | C Total Mark-Up (\$Gallon) |
|------------------|--------------------------------------|---|-------------------------------------|
| Unleaded Regular | \$.35 | +\$ - | =\$.35 |
| Unleaded Premium | .35 | - | .35 |
| Bio Diesel Fuel | .35 | - | .35 |

ALL PRICES INCLUDING BIO DIESEL, ARE BASED ON A DAILY AVERAGE OPIS PRICE FOR THE SAVANNAH AREA AT TIME OF DELIVERY. THE MARK-UP RATE DOES NOT INCLUDE ANY APPLICABLE STATE AND FEDERAL EXCISE TAXES AS PUBLISHED BY THE GEORGIA DEPARTMENT OF REVENUE.

III. DISASTER RELIEF (CITY OF SAVANNAH AND CHATHAM COUNTY):

DAILY RATE STATIONARY DIESEL TRANSPORT LOAD TRAILER WITH TRANSPORT TANK WAGON TO REMAIN ON-SITE:

BID \$3,200 /EACH

DELIVERY 3 HOURS

ALL PRICES ARE BASED ON THE 5 DAY AVERAGE O.P.I.S. PRICE FOR THE SAVANNAH AREA **AT TIME OF DELIVERY.** MARK-UP RATE **DOES NOT** INCLUDE GEORGIA SALES TAX (.0300/GALLON), SUPERFUND (CURRENT RATE IF REENACTED), G.U.S.T (.005/GALLON), OR MOTOR FUEL TAX (.075/GALLON).

ATTACHMENT D

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

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

686747

Federal Work Authorization User Identification Number

6/28/13

Date of Authorization

BARRETI OIL

Name of Contractor

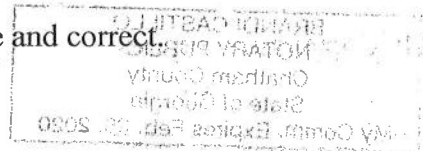
GAS & DIESEL CONTRACT BID #18-0010-6

Name of Project

Name of Public Employer

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

Executed on 9th APR, 2018 in SANDWICK GA (state).



Signature of Authorized Officer or Agent

James D. Moore President

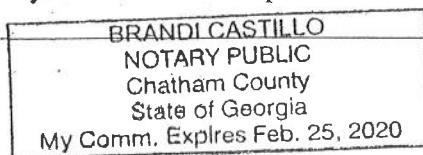
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 9th DAY OF April, 2018.

Brandi Castillo
NOTARY PUBLIC

My Commission Expires:



D-1

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of *CHATHAM COUNTY* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

686747
Federal Work Authorization User Identification Number

6/28/13
Date of Authorization

N/A
Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on 9th Apr, 2018 in SAV (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

James D. Moore
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 9th DAY OF April, 2018.

Brandi Castillo
NOTARY PUBLIC

My Commission Expires:
BRANDI CASTILLO
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires Feb. 25, 2020

ATTACHMENT E

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

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor 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, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder 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.

James Moore

(Printed or typed Name of Signatory)

James Moore

(Signature)

3. 22. 2018

(Date)

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

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____

Bid No: _____

| M/WBE Firm | Type of Work | Contact Person/ Phone # | City, State | % | MBE or WBE |
|------------|--------------|----------------------------|-------------|---|------------------|
| | | | | | |
| | | | | | |
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MBE Total _____

WBE Total _____%

M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

*Systematic Alien Verification for Entitlements (SAVE) Affidavit
Verifying Status for Chatham County Benefit Application*

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for JAMES MOORE. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 * USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

J Moore

3/22/18

Printed Name:

JAMES MOORE

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9th DAY OF April, 2018

Notary Public

Brandi Castillo

My Commission Expires:

BRANDI CASTILLO
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires Feb. 25, 2020

*

Alien Registration number for non-citizens.

INTERDEPARTMENT MEMORANDUM

TO: Jonathan Hart, County Attorney
FROM: Peggy Joyner, Purchasing Director
SUBJECT: Review of Contract Documents for
Gasoline and Diesel Fuel for Chatham County
DATE: June 19, 2018



We request that you review the attached original contract document for the above referenced project.

The contractor is **Barrett Oil Distributors Inc.** The contract was approved at the Commission Meeting on **May 18, 2018.** The following is a checklist required in the processing of this contract:

X Contract was signed by **James Moore, President, Barrett Oil Distributors, Inc.**

X **Barrett Oil Distributors, Inc.** is licensed to do business and is registered on the Georgia Secretary of State's website (see attached verification).

X **Barrett Oil Distributors, Inc.** was verified against the General Service Administration's debarred list.(attached)

N/A **Surety: (Name of Surety)** – Validity verified by Georgia Insurance Commission Website (Date) (attached).

N/A **(Name of Surety)** is included in Federal Register Circular 570 updated on (Date).

N/A **(Name of Surety)** was given an **A.M. Best's Rating of ??**. The surety company rating was verified via the AM Best Company website (copy of rating attached).

X Certificate of Insurance (attached to contract)

X Business License (attached to contract)

Attachments

Chatham County Purchasing and Contracting

1117 Eisenhower Drive • Suite C • Savannah, Georgia 31406

Phone: (912) 790-1618 • Fax: (912) 790-1627

www.chathamcounty.org

June 29, 2018

Mr. James Moore
Barrett Oil
2126 W. Bay Street
Savannah, Georgia 31415

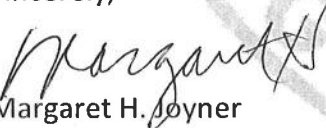
Dear Mr. Moore,

This letter is your official **"NOTICE TO PROCEED"** as of the above stated date, for the following project: **"Gasoline and Diesel Fuel for Chatham County"** (contract no. 18-0010-6A). You have up to ten days from the above stated date to begin work.

Your copy of the signed executed contract for this project will be sent to you under separate cover.

If you have any questions regarding this letter, please contact Lynn Strickland, Procurement Specialist, at (912) 790-1621. If you have any questions regarding the project, please contact Calvin Turner, Project Manager, at (912) 652-6878.

Sincerely,


Margaret H. Joyner
Purchasing Director

cc: Calvin Turner

Chatham County Purchasing and Contracting

1117 Eisenhower Drive • Suite C • Savannah, Georgia 31406

Phone: (912) 790-1611 • Fax: (912) 790-1627

www.chathamcounty.org

June 14, 2018

Mr. James Moore
Barrett Oil
2126 W. Bay Street
Savannah, GA 31415

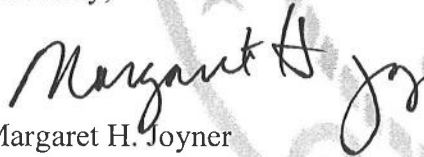
Dear Mr. Moore:

The Chatham County Board of Commissioners, at their meeting on May 18, 2018, approved the award of an annual contract, with renewal options for four (4) additional one year terms, for your firm to provide "Gasoline and Diesel Fuel for Chatham County", Contract No. #18-0010-6A.

Enclosed are two copies of your contract. Please have *BOTH* copies signed by an officer of the firm and his signature attested by a junior officer of the firm, noting the title of the witness, and affix your corporate seal. **RETURN BOTH COPIES TO ME.** Attach a copy of your **2018 Business License/Tax Certificate** and a copy of your current **Insurance Certificate**. When the contracts have been executed, I will return a copy to you.

Please feel free to call me at (912) 790-1621 if you have any questions.

Sincerely,



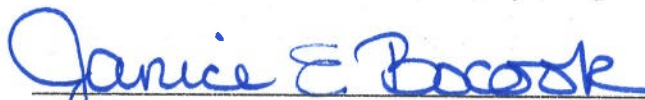
Margaret H. Joyner
Purchasing Director

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

CERTIFICATION

I, **JANICE E. BOCOOK**, Clerk of the Board of Commissioners of Chatham County, Georgia, hereby certify that the document attached hereto is a true and correct copy of the Services Contract between Chatham County, Georgia and Barrett Oil, 2126 West Bay Street, Savannah, Georgia 31415, Contract No. 18-0010-6A (annual contract), to furnish the annual contract for gasoline and diesel fuel for Chatham County, which was approved in a meeting of the Board of Commissioners of Chatham County, Georgia, on May 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of Chatham County, Georgia, this 9th day of July, 2018.



**JANICE E. BOCOOK, CLERK
BOARD OF COMMISSIONERS OF
CHATHAM COUNTY, GEORGIA**



[SEAL]