



OKALOOSA COUNTY WATER & SEWER ADMINISTRATION

July 31, 2024

CONTRACT #: C23-3360-WS
MORROW WATER TECHNOLOGIES, INC.
MAINTENANCE & EMERGENCY REPAIR OF
OKALOOSA COUNTY WATER WELLS, WATER
BOOSTER PUMP STATIONS, WASTEWATER EFFLUENT
PUMP STATIONS & STOREWATER PUMP STATIONS
EXPIRATION: 07/18/2026 W/2 1 YR RENEWALS

Mr. Sam Howard
Morrow Water Technologies
5465-2 Business Parkway
Theodore, AL 36582

**RE: Notice to Proceed – Purchase and Delivery of Materials
County Contract #C23-3360-WS**

Dear Mr. Howard:

Please consider this letter as notice to proceed with the purchase and delivery of materials, as outlined in your quote dated July 23, 2024 (attached). We expect the work performed to not exceed the price quoted in that correspondence. Your total estimate is \$1,809.71 for the scope of services described. Work is per the terms and conditions of the above-mentioned contract and the attached scope of work.

Please note that any work that may be charged in excess of your estimate will require prior written approval from Okaloosa County. When this work is invoiced, please make sure to include proper backup for the additional services listed in Line Item 18 (showing documentation of the cost, plus 25% markup).

Should you need any further information or have any questions, don't hesitate to contact your primary point of contact at Okaloosa County Water & Sewer.

Sincerely,

Robert Bass

Digitally signed by Robert
Bass
Date: 2024.07.31
15:18:17 -05'00'

Robert "Clay" Bass
Okaloosa County Water Operations Manager



Morrow Water Technologies, Inc.
5465-2 Business Parkway
Theodore, AL 36582
251-654-7867

QUOTATION

Quote Number	
1033182	
Quote Date	Page
7/23/2024	1 of 1

Quote Expires On: 08/22/2024

Bill To:

OKALOOSA COUNTY BD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY FINANCE DEPARTMENT
AccountsPayable@Okaloosaclerk.com
US

3137300000

Ship To:

OKALOOSA COUNTY BD OF COUNTY COMMISSIONER
OKALOOSA COUNTY WATER & SEWER
1808 LEWIS TURNER BLVD
FORT WALTON BEACH, FL 32547
US

Customer ID: 15025

Sales Rep: Sam Howard

Best Way

		Packing Basis		Freight Code		Ship Route		Required Date		Taker	
		Partial		PREPAY & ADD				7/23/2024		JANICE.SAINT	
Line No	Quantities					Item ID Item Description			Pricing UOM	Unit Price	Extended Price
	Quoted	Allocated	Remaining	UOM Unit Size	Disp.				Unit Size		

Delivery Instructions: LEAD TIME : 6-8 WEEKS ARO

1	1.00		EA	V-US-CLK-WW-73006S55P04DCNN-NX	EA		1,682.00	1,682.00
			1.0	Bermad 710 to 730 Conversion Kit		1.0		
				w/ ASCO Solenoid				

Total Lines: 1

SUB-TOTAL: 1,682.00

TAX: 0.00

CREDIT CARD PROCESSING FEE: 52.71

OUTBOUND FREIGHT: 75.00

TOTAL: 1,809.71

U.S. Dollars

QUOTE PRICING TERMS & CONDITIONS: All quoted prices are based on current costs and may change prior to the approval of this quote by Buyer due to changes in the cost of capital equipment, raw materials, or labor. Seller reserves the right to adjust the selling price to reflect any increase in these costs prior to the acceptance of this quotation by the Buyer. In the event that shipment is delayed by the Buyer or for any other reason beyond the control of the Seller beyond the stated date of shipment hereon, price will be based upon the prices in effect at the time of shipment, including storage and material handling costs. In no event shall the adjusted price be less than the original order price, including change orders. When price includes transportation and other charges pertaining to the shipment of goods, any increase in transportation rates and other charges will be paid by the Buyer. There will also be extra charges for any test other than that which may be normally performed by the Seller, or for any test performed to suit the convenience of the Buyer. Any applicable duties or sale, use, excise, value-added or other similar taxes will be added to the price and invoiced separately.



MORROW WATER TECHNOLOGIES, INC.

TERMS AND CONDITIONS

1. PRICING: All quoted prices are based on current costs and may change prior to the approval of this quote by Buyer due to changes in the cost of capital equipment, raw materials, or labor. Seller reserves the right to adjust the selling price to reflect any increase in these costs prior to the acceptance of this quotation by the Buyer. In the event that shipment is delayed by the Buyer or for any other reason beyond the control of the Seller beyond the stated date of shipment hereon, price will be based upon the prices in effect at the time of shipment, including storage and material handling costs. In no event shall the adjusted price be less than the original order price, including change orders. When price includes transportation and other charges pertaining to the shipment of goods, any increase in transportation rates and other charges will be paid by the Buyer. There will also be extra charges for any test other than that which may be normally performed by the Seller, or for any test performed to suit the convenience of the Buyer. Any applicable duties or sale, use, excise, value-added or other similar taxes will be added to the price and invoiced separately.

2. DELIVERY: Unless specified otherwise on the face of this Quotation, quoted shipping terms are FOB shipping point, insured freight collect. Shipping method will be as specified by Buyer. If shipping method is not specified Seller will use the best available shipping method. Any items purchased under this Quotation will be shipped upon the earlier of availability or the stated delivery date. Title to the goods and risk of loss or damage shall pass to the Buyer according to the terms of this Quotation except that a security interest in any products and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Storage of any items shall be at the option of the Seller as follows:

0-14 days: included in the base Quotation.

15-30 days: 1% of Quotation amount per week

31-120 days: 2% of Quotation amount per week

120+ days: 3% of Quotation amount per week.

Seller Reserves the right to invoice Buyer for any items stored on Buyer's behalf.

3. WARRANTY: Unless stated otherwise on the face of this Quotation, Seller warrants that any product or service provided under this Quotation conforms to the specifications set forth in the Quotation and is free from defects in material and workmanship. Seller's obligation to repair or replace shall be in effect for a period of twelve (12) months from initial operation but not more than eighteen (18) months from the Seller's delivery of the product or service ("Warranty Period"), provided that the Buyer has sent written notice to Seller within the Warranty Period that the product or service does not conform to the above warranty. Warranty is limited to the purchase price paid for the individual product or service. This warranty shall not apply to any defects caused by or induced by damage from unreasonable use or installation (fire, accident, misuse, negligence, rust, corrosion, or faulty wiring), use, maintenance or installation not in compliance with written instructions provided by Seller or manufacturer, defects occurring because of modifications or repairs to the product or service due to improper storage or handling, any deficiency attributable to normal wear and tear, or cosmetic issues not materially affecting normal operation. This warranty does not apply to goods or parts delivered by the Seller but manufactured by others. Separate original equipment manufacturer warranties may apply to goods or parts sold or installed under this Quotation.

4. TITLE: Title to equipment specified herein, and to any and all additions and accessories thereto and substitutions therefor, shall remain in Seller until the purchase price thereof is paid in full.

5. COMPLIANCE WITH LAWS: Purchaser shall be solely responsible for securing any necessary permits under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment.

Pumping Solutions for Municipal Water & Waste Water

7440 Cahaba Valley Rd. | Birmingham, AL. 35242
P 205.408.6680 | F 205.408.6690 | morrowwater.com



6. DISCLAIMER OF CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES

(Excusable Delays): Seller shall not be liable for consequential damages. Consequential damages for the purpose of this agreement shall include but not be limited to, loss of use, income or profit, or loss of or damage to property (including, but without limitation, products manufactured, processed or transported by the use of the equipment) occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Seller shall not be liable for any penalty or liquidated damages based upon or relating to failure or inability to ship within a specified time.

(a) Seller shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Seller. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Seller. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor, distributor, or manufacturer to perform or make progress, and if the cause of the failure was beyond the control of both the Seller and subcontractor, distributor or manufacturer, and without the fault or negligence of any, the Seller shall not be deemed to be in default, unless-

(1) The subcontracted supplies or services were obtainable from other sources; (2) The Buyer ordered the Seller in writing to purchase these supplies or services from the other source; and (3) The Seller failed to comply reasonably with this order.

7. FORCE MAJEURE: Seller shall make delivery in accordance with the terms of this Quotation or within a reasonable time in the absence of any commitment, but Seller shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by plague or pandemic, by war or public enemy (or civil disturbance), strikes, lockouts, shortages of labor or materials and supplies (including fuel) or production facilities, by transportation service or equipment or component shortages or failures, action of or order by any governmental authority or conditions beyond Seller's reasonable control.

8. APPLICABLE LAW: This Quotation shall be governed by and construed by the laws of the State of Alabama.

9. STATUTE OF LIMITATIONS: To the extent permitted by law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this Quotation must be commenced not later than twelve (12) months from the date of cause of such action accrued.

10. INDEMNIFICATION: The safe application and use of any equipment purchased under this Quotation is the sole responsibility of the Buyer. Buyer shall indemnify, defend and hold Seller harmless from any and all liability, loss, damages or expenses, including attorney fees, resulting from any alleged defect in the design or specification of any goods purchased by Buyer according to Buyer's plans, specifications, drawings or samples.

11. LIMITATION OF LIABILITY: IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, OR GOODWILL, ARISING OUT OF OR RELATING TO THIS QUOTATION, WHETHER SUCH CLAIM IS BASED UPON CONTRACT, BREACH OF WARRANTY, TORT OR OTHER THEORY OF LAW, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY ARISING OUT OF OR RELATING TO THE QUOTATION WILL NOT EXCEED THE SUMS PAID OR PAYABLE TO SELLER HEREUNDER.

12. TERMS OF PAYMENT: Full payment is due in United States Dollars according to the terms on the face of this invoice. In the event of default of payment when due, Buyer shall pay all costs of collection including carrying charges of 1.5% per month (18% per annum), court costs, attorney fees and any other costs necessary to collect payment. The Buyer shall notify the Seller of any invoice disputes within three (3) days of the receipt of such invoice, specifying the reason(s) for disputing the invoice and providing all evidence as may be reasonably necessary to verify the disputed invoice. The Buyer shall pay all amounts not disputed according to the terms set out on this invoice. Seller does not accept the risk of Buyer's receipt of payments from any source, and in no event will payments to Seller be contingent upon or subject to the Buyer's receipt of payment.



13. PAYMENT TERMS FOR SPECIAL ORDERS: All barges, skids, and orders greater than \$100,000 require the following payment terms:

- 1) Approved Drawings: 30% of Quotation Price
- 2) Purchase of materials: 20% of quotation Price for a total of 50%.
- 3) Shipment: Remaining balance (50% of Quotation Price) net 30 days.

14. TAXES: In addition to the indicated price, Buyer agrees to pay or reimburse Seller for any and all taxes, license, inspection fees, customs duties and/or similar charges imposed upon any sale or delivery required by the governmental jurisdiction applicable and resulting from any contract arising from this Quotation.

15. DESIGN: This Quotation is based upon plans, specifications, drawings and samples which have been provided by or approved by the Buyer and are incorporated herein by reference. These plans, specifications, drawings and samples shall not be modified or altered except upon the express written consent of both parties. Buyer shall be responsible for any additional charges, including charges for any additional drawings or samples.

16. CANCELLATION AND DEFERRED DELIVERY: Cancellation of an accepted order or Quotation, or any waiver or modification of its terms or conditions, will not be binding upon Seller unless made in writing by Buyer and signed by an authorized representative. Buyer agrees to be responsible for cancellation charges which may result from any modification or cancellation of any order, including but not limited according to the extent of fulfillment or completion as follows:

- 1) Drawings or Engineering submittals by Seller completed: 5% of Quotation price.
- 2) Drawings approved or released by Buyer: 15% of Quotation price.
- 3) Materials ordered: 100% of Quotation price.
- 4) Any fabrication or modification commences: 100% of Quotation price.
- 5) Ready for shipment: 100% of Quotation price.

17. CONTRACTS: Orders resulting from quotations become contracts only upon issuance of our formal acknowledgement. If we make any stenographic or clerical error, same shall be subject to correction. The provisions of these standard conditions of sale shall take precedence over any conditions that may appear on the purchaser's order unless we otherwise expressly agree in writing. No attempts to modify any contract shall be binding on us unless such modification is made in writing and signed by us.

18. MISCELLANEOUS:

- 1) These terms and conditions are binding upon and for the benefit of the parties, their successors and assign.
- 2) Failure to enforce any provision of these Standard Terms and Conditions shall not constitute a waiver of any term hereof.
- 3) Buyer is herein notified that Seller considers these Standard Terms and Conditions and any additional items listed on the face of this Quotation to be included as an addition to any purchase order subsequently placed by the customer based upon this Quotation. This Quotation and all Standard Terms and Conditions it contains are a part of any notice of acceptance of a purchase order issued to Seller resulting from this Quotation.
- 4) Where these Standard Terms and Conditions conflict with any general terms and conditions listed on any purchase order resulting from this Quotation, Seller hereby makes its acceptance of the purchase order conditional upon the Buyer's acceptance of all Standard Terms and Conditions in this Quotation and agreement that they supersede any conflicting conditions of the purchase order.
- 5) Seller may assign its rights and obligations under this Quotation or these Standard Terms and Conditions to an affiliate without the consent of the Buyer.

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