



OKALOOSA COUNTY WATER & SEWER ADMINISTRATION

September 16, 2022

CONTRACT: C20-2880-WS
EA TAPPING SERVICES, LLC
MISCELLANEOUS LINE TAPS & STOPS
EXPIRES: 11/04/2022 W/2 1 YR RENEWALS

Paul Hogrere
EA Tapping Services LLC.
626 Cooper Industrial Pkwy
Apopka, FL 32703

RE: Notice Proceed – (1) 16 inch Tap, (1) 24 inch Tap and (1) 30 inch Tap for the Eglin/Niceville Reclaimed Transmission Water Main Project- County Contract C20-2880-WS

Dear Mr. Hogrere:

Please consider this letter as a Notice to Proceed (NTP) with the necessary work to install and test (1) 16x16 inch Tap, (1) 24x24 inch Tap and (1) 36x30 inch Tap for the Eglin/Niceville Reclaimed Transmission Water Main Project as outlined in your quote dated September 13, 2022. We expect the work performed to not exceed the quoted contract pricing. The quoted contract pricing is \$1600.00 for one 16 inch Tap, \$2400.00 for one 24 inch Tap and \$5000.00 for one 30 inch Tap. This work is scheduled for early October 2022 and expected to take no longer than two weeks to complete.

Please note that any work that may be charged in excess of the quote will require prior written approval from Okaloosa County Water and Sewer (OCWS). Please send an invoice for payment upon completion of the work.

The County has the right to inspect all work.

The field Point of Contact (POC) for OCWS is Chad Stewart 850-978-0035. If you have any questions or need further information contact me at 850-978-3813.

Sincerely,

Jeb Chessher

Digitally signed by Jeb Chessher
DN: cn=Jeb Chessher, o=Okaloosa County,
ou=Water & Sewer,
email=jchessher@ocws.okaloosa.com, c=US
Date: 2022.09.16 07:41:13 -0500

Jeb Chessher
Construction and Maintenance Manager

cc: OCWS
Purchasing

EA Tapping Services LLC.
626 Cooper Industrial Pkwy
Apopka, FL 32703
Phone: 407-880-6786
Fax: 407-880-6781
jason@eatapping.com
www.eatapping.com



1. Shipping date for material is **N/A – Customer-Provided Materials** after receipt of order and any changes.
2. Equipment shipping lead time is **3-4 Weeks**, subject to availability, after receipt of order and any changes.
3. Technician(s) require **3-4 Weeks** notice, subject to availability, prior to being needed on-site.
4. Any of The Quoted Work Above That Is To Be Scheduled & Is Not Scheduled Per the Service Agreement: EA Tapping Services Will Consider It An Emergency & The Customer Will Be Charged As An Emergency Response.
5. No engineering support, calculations or documentation, other than our standard catalog or Technical Data Sheets are included, unless specifically noted herein.
6. These prices do not include any permits, licenses, taxes or other governmental fees nor any freight or transportation, unless otherwise specifically noted herein.
7. These prices are based on the quantities, descriptions and delivery schedule as given above.
8. These prices are based on **3-4** on-site days per valve, for Technician(s) and equipment, INCLUDING any site-specific training, orientation and/or safety meetings and including **3-4** shipment(s) or trip(s) to the work site per valve.
9. These prices are based on working **8** hours and for purposes of computing "Days Allowed" this hourly period constitutes one day.
10. Additional hours worked in any given day will be charged at **\$150.00** per hour; and/or extra days will be charged at **\$1,200.00** per day, per technician required.
11. These prices **do** include travel, per diem and miscellaneous expenses for our Technician(s) for the number of Trips and Days Allowed, above. Additional expenses will be charged at our cost, plus **30** percent.
12. No individual has the authorization to verbally change any prices or terms of this Service Agreement. Any changes must be in writing, in the form of a Service Agreement Revision from EA Tapping Services.
13. The Terms and Conditions, following, are a part of this Service Agreement.
14. The customer, or those at his direction and expense, shall provide: safe, workable jobsite access; all site-specific training & badging; rigging & handling; crane or lifting device(s); hot work permit; confined space permit; lock-out/tag-out; labor/filters; excavation; dewatering; restoration; shoring; plating; and **Lifting Services As Needed**, or any other item(s) not directly related to the actual performance of our work.
15. **Any Line Stops Performed by EA Tapping Services That Do Not Seal to A Workable Shutdown: EA Tapping Services Will Not Be Held Liable for Any Lost / Delayed Time until EA Tapping Services Has Agreed That It Is a Safe & Workable Shutdown of Line Stops Being Performed. Line Stops have a Maximum 2-Month Rental Unless Otherwise Negotiated Beforehand. Line Stop Rental is Billed Weekly.**
16. **Any Materials Provided Will Be Provided with "Payment Due Upon Receipt" Terms.**
17. If any line stops require a separate trip to install materials, that trip will be billed at the daily rate listed on item #10 above.
18. Customer is responsible to supply all concrete restraint support and support pads for line stops.
19. Customer is responsible to supply pipe OD & pipe type before mobilization to job site.
20. EA Tapping Services Will Not Exceed the Manufacturers Guarantee of Valve Performance of the Manufacturer We Install for Customer. Valve Inserts Do Not Guarantee a 100% Shut Down. Valve Inserts Are Also Not Designed to Be Pressure Tested or Chlorinated Against.
21. Payment terms are Net 30. Any Invoices Not Paid in 30 Days Will Be Subject to A 1.5% of the Invoice Total - Per Month - Late Fee(s) AND The Maximum Finance Charges Allowed by Applicable State Laws. **All of EA Tapping Services Service Agreements/Invoices Do Not Allow Retainage to Be Held from Pricing.**
22. This Service Agreement does not account for pricing for Buy America, Buy American, AIS, or any similar clauses for this project.
23. This Service Agreement is for Standard Insurance Requirements. Anything required above and beyond will be invoiced at cost plus 20%.
24. **No Work Will Be Performed Until Our Service Agreement Has Been Signed & An Official PO or Contract Has Been Issued.**
25. These prices and terms are firm for **90** days.

SIGNED:

EA Tapping Services LLC.

Jason Rawles

Jason Rawles
Operations Manager

EA Tapping Services LLC.
 626 Cooper Industrial Pkwy
 Apopka, FL 32703
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Customer Responsibilities Before Arrival To Job Site

✓	
	Field-Verification of Exact Pipe Type. Including DR Rating For Any Work Being Performed on PVC & HDPE Pipe
	Field-Verification of Pipe OD If EA Tapping is Performing a Line Stop, Valve Insertion, or Providing Any Fittings For Requested Work
	For Any Taps Being Performed Customer Agrees To Provide & Install Tapping Sleeve and Tapping Valve Unless Otherwise Notated By EA Tapping Services.
	All Excavation, Dewatering, Shoring/Plating, Restoration & Any Needed Stone For Stable Working Conditions
	Scheduling of Inspectors After Consultation With EA Tapping Services Regarding Best Probable Times For Inspections of Pressure Tests
	Any Line Stops Being Performed: Customer Is Responsible For Pipe Restraining, Concrete Encasement of Line Fitting & Any Engineering Data Needed For Concrete Support.
	Verification of Flow-Rate, Pipe Pressure, Product & Temperature For Line Stops
	Customer Is Responsible For Any Concrete Support Pads For Any Tapping Valves & Tapping Sleeves If Needed.
	EA Tapping Services Will Require Lifting of Tapping Equipment & Line Stop Equipment On Certain Job Parameters
	Customer Responsible For Valve Boxes & Valve Risers For Any Valve Inserts Being Performed
	Customer Agrees To Pay For All Special-Order Items, Including Shipping / Freight Charges, Storage Fees, Restocking Fees and Any Other Costs Associated With or Incurred by EA Tapping Services Regarding Ordering Materials Necessary To Complete The Work Requested. Customer Agrees To Pay These Costs and Take Possession of Any Special-Order Items Regardless of Whether EA Tapping Services Completes The Work or is Terminated By The Customer.

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Terms and Conditions of Service Agreement

Governing Terms: These terms and conditions are an offer by us to you, subject to the approval of our credit department, and may be accepted only on these exact terms and conditions. The contract formed by your acceptance of this Service Agreement, or by your request that we enter a sales order for you, or by your acceptance of a shipment from EA Tapping Services will constitute the exclusive, complete and final agreement between EA Tapping Services and you; and, there are no other agreements, representations, promises, or statements between us either expressed or implied. If you issue a document of your own, this document shall supersede the terms and conditions of your document. Any dispute with regard to the interpretation, execution, enforcement or following the terms of this agreement, or any other legal activities, shall be resolved by submitting such dispute to binding arbitration, pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"); and, This Agreement shall be governed by the laws of the State of Florida and any negotiable actions will be conducted in Orlando, Orange County, Florida.

Shipment: Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to manufacturing requirements. We cannot guarantee precise delivery dates and shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you or others may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. Unless stated otherwise in the Service Agreement, shipments are per the Service Agreement f.o.b. our dock or our vendor's dock.

Prices, Payment and Taxes: Price does not include any state, federal, or local taxes, tariffs or duties. Terms of payment are stated on the Service Agreement. Our terms of sale do not permit or allow the withholding from payment of any percentage of dollar amount due and payable to EA Tapping Services because your customer or other entity withholds funds as retention, or for some other reason, until some future condition is fulfilled. All funds received by you or payable to you for satisfaction of the amount due EA Tapping Services hereunder shall be held as a trust fund for payment of your obligations to EA Tapping Services, and shall not be applied to other purposes until your obligation to EA Tapping Services is satisfied. Payment shall be in United States of America dollars. No back-charges, withholding or deducts of any kind are allowed. Prices are subject to increase to compensate for any increase in our costs due to new or increased taxes or governmental regulatory measures. Prices on the Service Agreement are based on the quantities given. Any quantity changes or other order modifications may result in price changes. Except as above noted, prices on the Service Agreement are valid for a period of thirty days after the date of the Service Agreement unless a specific variance is granted on the attached Service Agreement.

Indemnity: Following delivery, you expressly agree to indemnify and hold EA Tapping Services harmless from any and all loss, cost, liability or expense, including attorney's fees relating to or in connection with any proceeding, cause for action, or any damage to persons or property involving the use, application, transportation, storage, disposal, or yours or other's installation of the items on this Service Agreement, or sales order, or shipment.

Force Majeure: EA Services is not responsible or liable for any delays or nonperformance in the event of earth movement, fire, flood, explosion, the elements, or other catastrophe, acts of god, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, or inability to obtain raw materials, including energy requirements, failure of carriers to deliver, in the event of any legislative, executive or judicial act of any governmental authority substantially affecting EA Tapping Services' operations, or in the event EA Services suspends or discontinues business for any reason, or any other reason beyond the control of EA Tapping Services.

Limited Warranty: Products manufactured by EA Tapping Services are warranted free from defects in material and workmanship for a period of 1 year from the date of shipment from EA Tapping Services to any location. The warranty on items not manufactured by EA Tapping Services or subcontracted services shall not exceed the warranty of our subcontractor or supplier or his manufacturer. If defect under this warranty appears, EA Tapping Services, at its option, will rework or replace that item or refund the purchase price of the defective portion, less an allowance for services rendered by the product prior to the claim, but in no event will EA Tapping Services be responsible for consequential or incidental damages. This warranty shall not apply to any product which has been altered by anyone other than EA Tapping Services, or which has become defective due in total or in part due to miss-storage, misuse, mishandling, negligence or casualty, or which has become defective in total or in part due to natural or man-made exposure damage (e.g., pollution contact damage) or any seismic or other motions of the installation or any pressure/thermal cycling or has been applied/used contrary to manufacturer's instructions. Remedies available to a purchaser for breach of warranty are expressly limited to an action to recover for the value of the purchase or replacements due hereunder of our product only and EA Tapping Services' liability for incidental or consequential damages are hereby expressly excluded to the full extent permitted by applicable law. Any shortages or shipping damage must be reported in writing or fax to EA Tapping Services within three business days of your receipt of shipment. EA Tapping Services makes no warranty that the goods sold under this contract are fit for any particular purpose. There are no warranties which extend beyond those set forth herein.

Other Specific Warranty Exclusions: (1). Any product failures or damage due to chemical or thermal exposure. (2). The finish on the product.

Miscellaneous: (1). All documentation subject to correction of stenographic errors. (2). A distributor or representative may assist you, however that representative has no authority to bind EA Tapping Services in any modification of this agreement. EA Tapping Services shall not be held responsible for any instructions or technical advice in connection with the design and/or use of material hereunder. (3). EA Tapping Services may refer to and use various generally accepted codes and formulas for designs. This in no way indicates our approval or agreement to such codes or formulas. Citing any code, formula, or standard in no way implies suitability or usability of any product for any specific application. (4). This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, receivers, legal representatives, successors and assigns of the parties hereto. (5). All changes in this agreement/order must be in writing, showing the original order number and the change order number. All costs for any changes to this order will be at your expense, subject to the terms and conditions herein. (6). Invoicing to you from EA Tapping Services will occur as soon as possible after the date of shipment of our product to your site or representative, or the date of acceptance by your representative, whichever is earlier, and payment shall be due per the terms of our Service Agreement (but not longer than 30 days after date of invoice) regardless whether or not actual shipment has been made, unless such lack of shipment is the fault of EA Tapping Services' failure to allow such shipment or to follow our standard shipping procedures. Your failure to provide shipping instructions or to authorize shipping shall not be valid reason for you to delay or refuse payment. (7). After our date of invoice, if within 30 days we have not received authorization or workable instructions to ship, a storage fee, in monthly increments equal to 2.75% of the invoice total, shall be assessed to you and payable by you within 30 days. Your failure to pay this storage fee on time or storage which lasts longer than 12 months shall considered to be abandonment by you of the product and EA Tapping Services shall be free to sell or otherwise dispose of the stored items. Such activity in no way relieves you of your obligation to pay for the item(s) in question under the terms of this agreement.

Warning: The use or application of any EA Tapping Services product or material sold by EA Tapping Services is strictly and completely at your own risk. Names of products or verbal or printed application and usage suggestions are not to be construed or assumed to be safe or workable in your situation. Read and understand all safety instructions. Experiment first, at your own risk and expense, before applying or using any product.