

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/13/2019

Contract/Lease Control #: C20-2880-WS

Procurement#: ITB WS 72-19

Contract/Lease Type: CONTRACT

Award To/Lessee: EA TAPPING SERVICES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/05/2019

Expiration Date: 11/04/2022 W/2 1 YR RENEWALS

Description of Contract/Lease: MISCELLANEOUS LINE TAPS AND STOPS

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



EA Tapping Services LLC.  
626 Cooper Industrial Pkwy  
Apopka, FL 32703  
Phone: 407-880-6786  
Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



1. Shipping date for material is **20 Working Days Plus Shipping** 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 **1** on-site days per valve, for Technician(s) and equipment, INCLUDING any site-specific training, orientation and/or safety meetings and including **1** 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/fitters; 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.

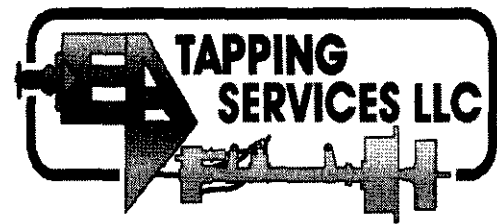
SIGNED:

EA Tapping Services LLC.

*Jason Rawles*

Jason Rawles  
Operations Manager

EA Tapping Services LLC.  
 626 Cooper Industrial Pkwy  
 Apopka, FL 32703  
 Phone: 407-880-6786  
 Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



## 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.

EA Tapping Services LLC.  
626 Cooper Industrial Pkwy  
Apopka, FL 32703  
Phone: 407-880-6786  
Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



### 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.

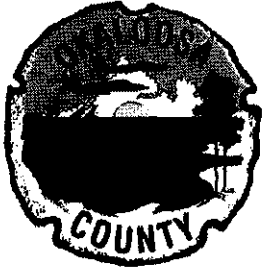
**Force Majeure:** EA Services is not responsible or liable for any delays or nonperformance in the event of earth movement, fire, flood, explosion, the elements, or other catastrophe, acts of god, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, 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.



## OKALOOSA COUNTY WATER & SEWER ADMINISTRATION

---

July 1, 2021

CONTRACT#: C20-2880-WS  
EA TAPPING SERVICE, LLC  
MISCELLANEOUS LINE TAPS & STOPS  
EXPIRES: 11/804/2022 W/2 1 YR RENEWALS

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

**RE: Notice Proceed – 10 inch Line Stop with Bypass at 1115 White Point Road in Bluewater Bay -  
County Contract C20-2880-WS**

Dear Mr. Hogrere:

Please consider this letter as a Notice to Proceed (NTP) with work at 1115 White Point Road in Bluewater Bay as outlined in your quote dated June 25, 2021. We expect the work performed to not exceed the quoted price. The quoted price is \$4,900.00 for one (1) 10 inch Line Stop with Bypass.

**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  
Construction and Maintenance Manager

Jeb Chessher

Digitally signed by Jeb Chessher  
DN: cn=Jeb Chessher, o=Okaloosa  
County, ou=Water & Sewer,  
email=j.chessher@myokaloosa.com, c=US  
Date: 2021.07.01 07:10:43 -0500

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](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



1. Shipping date for material is **3-4 Weeks** 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 **1** on-site days per pair of valves, for Technician(s) and equipment, INCLUDING any site-specific training, orientation and/or safety meetings and including **1** shipment(s) or trip(s) to the work site per pair of valves.
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/fitters; 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  
 Phone: 407-880-6786  
 Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



## 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.

EA Tapping Services LLC.  
626 Cooper Industrial Pkwy  
Apopka, FL 32703  
Phone: 407-880-6786  
Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



### 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.

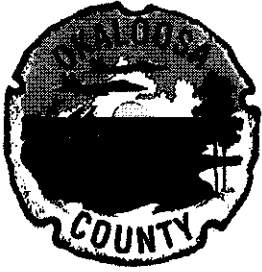
**Force Majeure:** EA Services is not responsible or liable for any delays or nonperformance in the event of earth movement, fire, flood, explosion, the elements, or other catastrophe, acts of god, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, 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 be 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.



## OKALOOSA COUNTY WATER & SEWER ADMINISTRATION

---

May 19, 2021

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

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

**RE: Notice Proceed – West County Isolation Valves - County Contract C20-2880-WS**

Dear Mr. Hogrere:

Please consider this letter as a Notice to Proceed (NTP) with work in our West County Service area as outlined in your quote dated May 19, 2021. We expect the work performed to not exceed the quoted price. The quoted price is \$63,750.00 for five 12 inch valve insertions, \$25,000.00 for four 6 inch valve insertions, and \$10,900.00 for two 4 inch valve insertions bringing the total cost for all work to \$99,650.00.

**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 Randall Ward 850-978-0217. If you have any questions or need further information contact me at 850-978-3813.

Sincerely,

Jeb Chessher

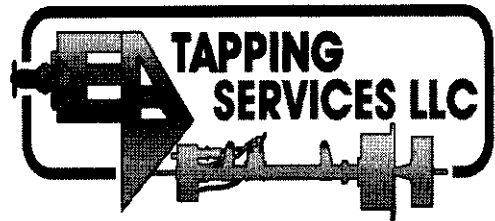
Digitally signed by Jeb Chessher  
DN: cn=Jeb Chessher, o=Okaloosa County,  
ou=Water & Sewer,  
email=jchessher@myokaloosa.com, c=US  
Date: 2021.05.19 10:10:37 -0500

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](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



1. Shipping date for material is **10-15 Days Plus Shipping Typically** 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 **1** on-site days per pair of valves, for Technician(s) and equipment, INCLUDING any site-specific training, orientation and/or safety meetings and including **1** shipment(s) or trip(s) to the work site per pair of valves.
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/fitters; 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.

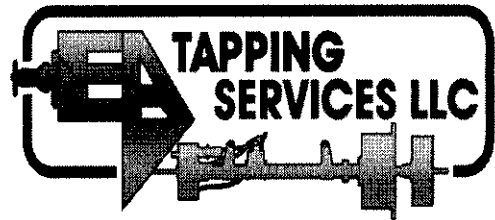
SIGNED:

EA Tapping Services LLC.

*Jason Rawles*

Jason Rawles  
Operations Manager

EA Tapping Services LLC.  
 626 Cooper Industrial Pkwy  
 Apopka, FL 32703  
 Phone: 407-880-6786  
 Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



## 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.

EA Tapping Services LLC.  
626 Cooper Industrial Pkwy  
Apopka, FL 32703  
Phone: 407-880-6786  
Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



### 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.

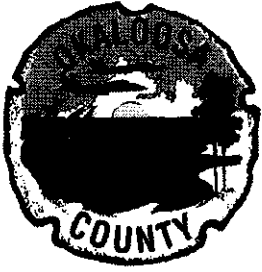
**Force Majeure:** EA Services is not responsible or liable for any delays or nonperformance in the event of earth movement, fire, flood, explosion, the elements, or other catastrophe, acts of god, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, 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.



## OKALOOSA COUNTY WATER & SEWER ADMINISTRATION

---

May 12, 2021

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 – 6 inch Valve Insertion at 6<sup>th</sup> Street and 4<sup>th</sup> Avenue in Shalimar -  
County Contract C20-2880-WS**

Dear Mr. Hogrere:

Please consider this letter as a Notice to Proceed (NTP) with work at 6<sup>th</sup> Street and 4<sup>th</sup> Avenue in Shalimar as outlined in your quote dated April 23, 2021. We expect the work performed to not exceed the quoted price. The quoted price is \$6,250.00 for one 6 inch valve insertion.

**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 Randall Ward 850-978-0217. 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@myokaloosa.com, c=US  
Date: 2021.05.12 08:30:36 -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](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



1. Shipping date for material is **10-15 Days Plus Shipping** 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 **1** on-site days, for Technician(s) and equipment, INCLUDING any site-specific training, orientation and/or safety meetings and including **1** shipment(s) or trip(s) to the work site.
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/fitters; excavation; dewatering; restoration; shoring; plating; and **Lifting Services If 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  
 Phone: 407-880-6786  
 Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



## 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.

EA Tapping Services LLC.  
626 Cooper Industrial Pkwy  
Apopka, FL 32703  
Phone: 407-880-6786  
Fax: 407-880-6781  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



### 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 others' installation of the items on this Service Agreement, or sales order, or shipment.

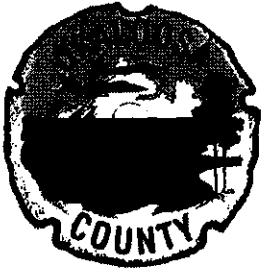
**Force Majeure:** EA Services is not responsible or liable for any delays or nonperformance in the event of earth movement, fire, flood, explosion, the elements, or other catastrophe, acts of god, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, 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.



## OKALOOSA COUNTY WATER & SEWER ADMINISTRATION

---

April 9, 2021

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 – 12 inch Valve Insertion at 1120 Hospital Drive in Fort Walton Beach -  
County Contract C20-2880-WS**

Dear Mr. Hogrere:

Please consider this letter as a Notice to Proceed (NTP) with work at 1120 Hospital Drive in Fort Walton Beach as outlined in your quote dated April 8, 2021. We expect the work performed to not exceed the quoted price. The quoted price is \$12,750.00 for one 12 inch valve insertion.

**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 Randall Ward 850-978-0217. 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@myokaloosa.com, c=US  
Date: 2021.04.09 15:55:27 -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  
[will@eatapping.com](mailto:will@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



1. Shipping date for material is **10 days plus shipping** 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**, 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 **1** on-site days, for Technician(s) and equipment, INCLUDING any site-specific training, orientation and/or safety meetings and including **1** shipment(s) or trip(s) to the work site.
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 **1,500.00** 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. These Terms and Conditions 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/fitters; excavation; dewatering; restoration; shoring; plating; and- 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 with Express Written Consent.**
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 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.** Line Stop Rental Invoices are Due Upon Receipt. If EA Tapping Provides Materials, Payment for those Materials is Due Upon Receipt.
22. This Service Agreement does not account for pricing for Buy America, 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.

*Will Heilig*

Will Heilig  
Sales Manager

EA Tapping Services LLC.  
 626 Cooper Industrial Pkwy  
 Apopka, FL 32703  
 Phone: 407-880-6786  
 Fax: 407-880-6781  
[will@eatapping.com](mailto:will@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



## Customer Responsibilities Before Arrival To Job Site

✓	Insertion Valves are not made to be pressure tested or chlorinated against. Doing so will void the warranty.
	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.



EA Tapping Services LLC.  
626 Cooper Industrial Pkwy  
Apopka, FL 32703  
Phone: 407-880-6786  
Fax: 407-880-6781  
[will@eatapping.com](mailto:will@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)



### 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 be 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	<b>CONTACT NAME:</b> Michelle Rushing <b>PHONE (A/C, No, Ext):</b> 407-647-1616 <b>E-MAIL ADDRESS:</b> mrushing@bmbinc.com		<b>FAX (A/C, No):</b> 407-628-1635
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> E A Tapping Services, LLC 626 Cooper Industrial Parkway Apopka FL 32703	EATAPPINGS1	<b>INSURER A :</b> FCCI Insurance Company	10178
		<b>INSURER B :</b> Monroe Guaranty Insurance Company	32506
		<b>INSURER C :</b> National Trust Insurance Company	20141
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1870394776 **REVISION NUMBER:**

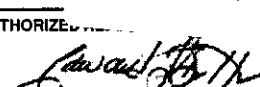
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP10003799003	2/1/2021	2/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10002202303	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB10002202403	2/1/2021	2/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	001WC21A77057	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability including ongoing and completed operations, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation and Umbrella is granted See Attached...

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview FL 32536	<b>CANCEL</b>  SHOULD THE E) ACCOR  AUTHORIZED _____ 	<b>CONTRACT#:</b> C20-2880-WS <b>EA TAPPING SERVICES, LLC</b> <b>MISCELLANEOUS LINE TAPS &amp; STOPS</b> <b>EXPIRES: 11/04/2022 W/2 1 YR RENEWALS</b>
---	--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Bowen, Mickette & Britt of Florida, LLC		<b>NAMED INSURED</b> E A Tapping Services, LLC 626 Cooper Industrial Parkway Apopka FL 32703	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

to those parties listed in said contract, including the Certificate Holder.

The General Liability certified herein is primary and non-contributory to other insurance available, but only to the extent required by written contract.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
EA TAPPING SERVICES, LLC

### Filing Information

**Document Number** L10000000478  
**FEI/EIN Number** 27-1602319  
**Date Filed** 01/04/2010  
**Effective Date** 01/04/2010  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 06/14/2017  
**Event Effective Date** NONE

### Principal Address

626 COOPER INDUSTRIAL PARKWAY  
APOPKA, FL 32703

Changed: 09/21/2016

### Mailing Address

626 COOPER INDUSTRIAL PARKWAY  
APOPKA, FL 32703

Changed: 09/21/2016

### Registered Agent Name & Address

BOUTTY, B. SHANE  
1150 Louisiana Ave.  
Suite 5  
WINTER PARK, FL 32789

Name Changed: 04/02/2014

Address Changed: 01/18/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

HOGREFE, PAUL

2893 Breezy Meadow Road  
APOPKA, FL 32712

Title AMBR

HOGREFE, STEPHANIE  
2893 BREEZY MEADOW RD  
APOPKA, FL 32703

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	01/18/2017
2018	04/02/2018
2019	01/14/2019

#### **Document Images**

<a href="#">01/14/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/14/2017 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/03/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">05/27/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2010 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: \_\_\_\_\_ Tracking Number: 3561-19

Procurement/Contractor/Lessee Name: EA Tapping Grant Funded: YES \_\_\_ NO X

Purpose: Misc Line Taps : Stops

Date/Term: 3yrs w/ 21% renewal 1.  GREATER THAN \$100,000

Amount: 25,000 per year estimated 2.  GREATER THAN \$50,000

Department: WS 3.  \$50,000 OR LESS

Dept. Monitor Name: Littrell

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 9-17-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_

\_\_\_\_\_  
Grants Coordinator Danielle Garcia Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 9-25-19

\_\_\_\_\_  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 9-28-19

\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:

\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Saturday, September 28, 2019 2:57 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lynn Hoshihara  
**Subject:** RE: EA Tapping Draft Contract

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, September 17, 2019 5:05 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** EA Tapping Draft Contract

Please review and approve the referenced contract.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)



## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Wednesday, September 25, 2019 8:09 AM  
**To:** DeRita Mason  
**Subject:** RE: EA Tapping Draft Contract

DeRita

This is approved by risk management for insurance purposes.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, September 17, 2019 4:05 PM  
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** EA Tapping Draft Contract

Please review and approve the referenced contract.

Thank you,

DeRita



# Board of County Commissioners Purchasing Department

---

---

State of Florida

Date: September 13, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITB WS 72-19

Miscellaneous Line Taps & Stops

Okaloosa County would like to thank all businesses which submitted responses to Miscellaneous Line Taps & Stops. (RFQ AP 69-19)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**EA Tapping Services, LLC**  
**636 Cooper Industrial Pkwy**  
**Apoka, FL 32703**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	<b>CONTACT NAME:</b> Michelle Rushing <b>PHONE (A/C, No, Ext):</b> 407-647-1616 <b>FAX (A/C, No):</b> 407-628-1635 <b>E-MAIL ADDRESS:</b> certificates@bmbinc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : FCCI Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 10178
<b>INSURED</b> E A Tapping Services, LLC 626 Cooper Industrial Parkway Apopka FL 32703	<b>EATAPPINGS1</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 770484716**                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP100037990	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA100022023	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB100022024	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	001WC19A77057	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability including ongoing and completed operations, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation and Umbrella is granted See Attached...

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED E A Tapping Services, LLC 626 Cooper Industrial Parkway Apopka FL 32703	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

to those parties listed in said contract, including the Certificate Holder.

The General Liability certified herein is primary and non-contributory to other insurance available, but only to the extent required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

**CONTRACT**  
**For ITB 72-19**  
**Miscellaneous Line Taps and Stops**

Nov

This Contract executed and entered into this 5<sup>th</sup> day of , 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and EA Tapping Services, LLC (hereinafter the "Contractor"), a Florida Limited Liability Company, whose principal address is 626 Cooper Industrial Pkwy, Apoka, FL 32703, states as follows:

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for **Miscellaneous Line Taps and Stops**; and

**WHEREAS**, after due review of all bids, EA Tapping Services, LLC has been selected for the **Miscellaneous Line Taps and Stops**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB 72-19, Miscellaneous Line Taps and Stops** date of opening August 28, 2019 at 3:15 P.M. and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**II. Scope of Work**

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A".

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



### **III. Invoice Requirements**

The Contractor will be paid in accordance with Exhibit "A" attached hereto.

### **IV. Duration of Contract and Termination of the Contract**

The Contract will be effective on one all parties have signed and will continue through for three (3) years. The contract may be renewed for an additional two (2) one (1) year terms upon mutual agreement of all parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to compute; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

## **V. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

### **The authorized representatives of the County shall be:**

Jeff Littrell, Water and Sewer Director  
1804 Lewis Turner Blvd. Suite 300  
Fort Walton Beach, FL 32547  
Phone: 850-651-7172  
Email: [jlittrell@myokaloosa.com](mailto:jlittrell@myokaloosa.com)

### **The authorized representative for EA Tapping Services, LLC shall be:**

Paul Hogrere-Managing Member  
626 Cooper Industrial Pkwy  
Apoka, FL 32703  
Phone: 407-880-6736  
Email: [paul@eatapping.com](mailto:paul@eatapping.com)

### **Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

## **IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

## **X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK**

**MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**XIII. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **XV. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### **XVI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

#### **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

#### **XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of EA Tapping Services, LLC represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory

represents and warrants to the County that the execution and delivery of this Contract and the performance of EA Tapping Services, LLC obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

## **XVI. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

## **XX. Insurance**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional

liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence  for Bodily Injury & Property Damage  \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal



notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be

damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

### **XXI. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**XXII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**XXIII. Federal Regulations**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

**EA TAPPING SERVICES, LLC**

*Paul F. Hogrefe* Managing member  
Printed Name/Title

*[Signature]*  
Signature

10/2/19  
Date:

**OKALOOSA COUNTY, FLORIDA**

*Charles K. Windes, Jr.*  
Charles K. Windes, Jr., Chairman

Date: 11/5/19



ATTEST:

*[Signature]*  
J.D. Peacock II, Clerk



Exhibit "B"

Standard Contract Clauses

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination based on race, color, national origin);  
49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination based on disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination based on age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3)

business days after the date of hire (but see paragraph (b)(3) of this section;  
or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.



iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

# BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

---

## MISCELLANEOUS LINE TAPS AND STOPS

PREPARED FOR  
OKALOOSA COUNTY WATER & SEWER



BID #: ITB WS 72-19

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

## TABLE OF CONTENTS

### **PART 1 - BIDDING REQUIREMENTS**

Okaloosa	Advertisement for Bids
Okaloosa	Notice to Respondents
Okaloosa	Bid Requirements
Okaloosa GSIR	General Services Insurance Requirements
Okaloosa GSC	General Services Bid Conditions
Okaloosa Exhibit B	Title IV Clauses
Okaloosa Exhibit C	Compliance with Nondiscrimination Requirements
Okaloosa Exhibit D	FEMA Federal Grant Funding Provisions
Okaloosa Form	Drug-Free Workplace Certification
Okaloosa Form	Conflict of Interest Disclosure Form
Okaloosa Form	Federal E-Verify Compliance Certification
Okaloosa Form	Indemnification and Hold Harmless
Okaloosa Form	Lobbying
Okaloosa Form	Cone of Silence
Okaloosa Form	Company Data
Okaloosa Form	System for Award Management
Okaloosa Form	Addendum Acknowledgement
Okaloosa Form	Bid Form
Okaloosa Form	Anti-Collusion Form
Okaloosa Form	Government Debarment & Suspension
Okaloosa Form	Vendors on Scrutinized Companies List
Okaloosa Form	References
EJCDC C-451	Qualifications Statement

### **PART 2 - CONTRACT FORMS**

EJCDC C-610	Performance Bond
EJCDC C-615	Payment Bond

### **PART 3 - CONDITIONS OF THE CONTRACT**

#### **PART 4 - SPECIFICATIONS**

##### **DIVISION 1 – GENERAL REQUIREMENTS**

01100	Summary of Work
01270	Measurement & Payment
01300	Submittals
01400	Quality Requirements
01500	Temporary Facilities and Controls
01600	Product Requirements
01640	Manufacturer's Services
01700	Execution Requirements

##### **DIVISION 2 – SITEWORK**

02200	Earthwork
-------	-----------

**DIVISION 3 – CONCRETE (NOT USED)**

03300 Cast-In-Place Concrete

**DIVISION 4 – MASONRY (NOT USED)**

**DIVISION 5 – METALS (NOT USED)**

**DIVISION 6 – CARPENTRY (NOT USED)**

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION (NOT USED)**

**DIVISION 8 – DOORS AND WINDOWS (NOT USED)**

**DIVISION 9 – FINISHES (NOT USED)**

**DIVISION 10 – SPECIALTIES (NOT USED)**

**DIVISION 11 – EQUIPMENT (NOT USED)**

**DIVISION 12 – FURNISHINGS (NOT USED)**

**DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)**

**DIVISION 14 – CONVEYING SYSTEMS (NOT USED)**

**DIVISION 15 – MECHANICAL (NOT USED)**

15001 Sanitary Sewer Piping, Valves and Accessories  
15010 Under Pressure Line Taps and Stops

**DIVISION 16 – ELECTRICAL (NOT USED)**



---

**INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT**

---

**ITB TITLE:**  
**MISCELLANEOUS LINE TAPS AND STOPS**

**ITB NUMBER:**  
**ITB WS 72-19**

---

<b><u>ISSUE DATE:</u></b>	August 5, 2019	8:00 A.M. CST
<b><u>LAST DAY FOR QUESTIONS:</u></b>	August 14, 2019	3:00 P.M. CST
<b><u>ITB OPENING DATE &amp; TIME:</u></b>	August 28, 2019	3:15 P.M. CST

---

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

---

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Courthouse by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Okaloosa County Courthouse, #282 located at 101 E. James Lee Blvd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

---

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME EA Tapping services, LLC  
MAILING ADDRESS 620 Cooper Industrial Pkwy  
1  
CITY, STATE, ZIP Apopka FL 32703  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 27-1402319  
TELEPHONE NUMBER: 407-880-6780 EXT: \_\_\_\_\_ FAX: 407-880-4781  
EMAIL: Paul@eatapping.com

---

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT. AUTHORIZED SIGNATURE: [Signature] PRINTED  
NAME: Paul Hogiere  
TITLE: Managing Member DATE: 8/27/18

---

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

NOTICE TO RESPONDENTS

ITB WS 72-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:15 p.m. (CST) August 28, 2019**, for **MISCELLANEOUS LINE TAPS AND STOPS**.

Interested respondents desiring consideration shall provide an original and two (2) copies (total three (3)) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. All originals must have original signatures in blue ink.

The Notice to Respondents can be viewed at <https://www.bidnetdirect.com/florida> or at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations"

At **3:15 p.m. (CST)**, August 28, 2019, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "Miscellaneous Line Taps and Stops". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the Okaloosa County Courthouse located at 101 E. James Lee Boulevard #282, Crestview, FL 32536. Bids may be submitted in the prior to bid opening or delivered to the Clerk of Circuit Court, 101 E. James Lee Boulevard, #282, Crestview, FL 32536. **NOTE: MUST RING DOORBELL TO GAIN ENTRANCE INTO ROOM 282. THE CLERK WILL COME ACCEPT YOUR PACKAGE OR SHOW YOU TO THE CONFERENCE ROOM FOR THE SCHEDULED BID OPENING.**

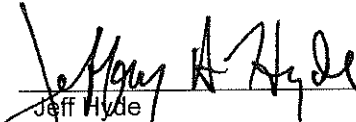
**NOTE: THE NEW CRESTVIEW COURTHOUSE HAS SECURITY AT ENTRY POINT-PLEASE ALLOW FOR TIME TO GET THROUGH SECURITY WHEN ARRIVING FOR THE BID OPENING. \*\*\*NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Miscellaneous Line Taps and Stops  
Crestview Courthouse  
Attn: BCC Records  
101 E. James Lee Blvd, Room 282  
Crestview FL 32536

  
\_\_\_\_\_  
Jeff Hyde  
Purchasing Manager

07/30/19  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.,  
Chairman



**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

## **BID REQUIREMENTS**

**BID #: ITB WS 72-19**

**BID ITEM: MISCELLANEOUS LINE TAPS AND STOPS**

### **SCOPE**

This bid includes the material, equipment, and labor services for Miscellaneous Line Taps and Stops specified herein. All materials shall be manufactured within the continental United States. No substitutions will be accepted unless approved by the Purchasing and the Water & Sewer Department. **Note: Evaluation of bid will be based on "TOTAL UNIT PRICE BASE BID AMOUNT". All bids and shall include itemized unit cost for each identified items.**

Price shall be guaranteed for 90 days after the bids are read and received.

For any construction water utilized via a hydrant meter, the contractor shall setup an account with OCWS' Customer Service office and provide contract information. The account shall be setup in the contractor's name with a deposit and service fee paid by the contractor. The deposit will be refunded when the account terminates if the meter has not been damaged or lost. OCWS will be responsible for setting the hydrant, along with the monthly reading. If the hydrant meter needs to be relocated, contractor to coordinate this with OCWS Maintenance. Water usage will not be charged to the contractor, provided that the above conditions are met.

### **QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Bidders must be fully licensed as a Certified General Contractor (CGC) or a Certified Underground Utility Contractor in the State of Florida, and must have been in business as such for a minimum of ten (10) consecutive years performing the services requested in this bid.

### **CONTRACT DURATION & EXTENSION**

The initial contract term shall be for a period of three (3) calendar year from the date of acceptance by the Owner, providing satisfactory performance has been maintained by the Contractor. The contract may be extended for two (2) additional one (1) year terms. The Contract Extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate County representatives. The Owner is under no obligation to exercise any of the available extensions. All Extensions available under this contract are optional to the Owner.

### **PRICING PROPOSALS**

Upon request from the County, the Contractor shall submit a pricing proposal for the scope of work to be allocated on case by case basis as needed by the Owner and work shall be authorized by individual Notices to Proceed from the Department requesting said Work. The pricing proposal shall include the location where the work will be performed, including a physical address if one is available, a full description of the work to be performed, a listing of all unit price list items to be utilized for the work, the quantities of each item

to be used, the total proposed dollar value of the project, a listing of any sub-contractors to be used for any portion of the work, and the number of days for completion of all work stated in consecutive calendar days.

### **UNIT PRICES**

The Unit Prices submitted under this Bid shall include any and all costs, fees, and charges associated with providing labor, materials, equipment, mark-up, insurance, bond(s), utilities, and any other costs associated with performance of the work. The Unit Prices multiplied by the quantities estimated for the scope of work shall be the final cost to the County. The County shall not be charged for any costs other than the unit price items unless approved via Contract Amendment prior to execution of a Purchase Order.

### **AUTHORIZATION**

The County shall be responsible for determining estimated quantities of items for each project/scope of work. The County may elect to do a cost comparison between Contractors (if multiple contractors are under contract, and shall issue a purchase order to the Contractor with the lowest total price, based on the unit prices submitted under this bid.

Services to be furnished under this contract shall be ordered by the authorized County Official. The authorized County Official shall be the Director of Water and Sewer or his/her designee. The Contractor is required to respond to all emergency work ordered, within 48 hours of being notified (phone or written). The Contractor shall be required to have an authorized representative sign all copies of the Purchase Orders and send them back to Purchasing.

.Any and all changes to a project shall be authorized through a Contract Change Order or Amendment as applicable to the change being authorized. Changes must be requested and/or approved by the Director of Water and Sewer or his/her designee. The Contractor shall then submit a proposal for the change to the Purchasing representative. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order or Amendment.

### **Change Orders**

The County shall advise the Contractor of minor changes in the work not involving an adjustment to the Purchase Order dollar value or completion time. The Contractor shall be required to perform these changes at no additional cost to the County.

The Contractor may request a change by submitting a written request to the County, or Engineer describing the proposed change and its full effect on the work, including a statement describing the reason for the change, and the effect on the Purchase Order dollar value and completion time with full documentation. The Contractor must provide backup documentation for any requested substitutions or alterations from the scope of work provided by the County.

Change Orders shall be issued to increase or decrease the dollar value of a Purchase Order based on estimated quantity overages and shortages, or on a change in the project determined by the County or Engineer.

All Change Orders shall be accompanied by a revised scope of work, as applicable, added or subtracted quantities of unit price items, explanation for the change (whether County driven or Contractor driven), and

shall be signed by the Contractor, the Department Head, and the County Representative. Change Orders shall not be considered fully executed until all three (3) parties have signed. In the event an Engineer is utilized by the County for a project, the Engineer's authorized representative shall also be required to sign any issued Change Orders.

## **PUBLIC CONSTRUCTION BONDS**

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Purchase Orders issued greater than one hundred thousand dollars (\$100,000.00) in value per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Purchase Order, covering the faithful performance of the Contract and the payment of all obligations arising there under in full amount of the Contract Purchase Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

## **SURETY BOND**

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

## **Time of Delivery and Form of Bonds**

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Purchase Order. The Public Construction Bond must be recorded after the Purchase Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Purchase Order to have the Public Construction Bond recorded in the County Clerk's Recording Office,

## **CONTRACT TIME – LIQUIDATED DAMAGES**

The Contract Time shall be determined at the time of issuance of each Purchase Order. Contract time shall be stipulated in consecutive calendar days for completion of all authorized work.

Any changes to the contract time shall be issued through a Change Order by the County. Changes to the contract time must be requested, justified, and/or approved by the Project Manager.

Conditions under which liquidated damages shall be imposed:

Should the Contractor, or in case of his default, the Surety fail to complete the work within the time stipulated in the Purchase Order, or within such extra time as may have been granted by the Owner, the Contractor, or in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under .....	\$ 313.00
\$50,000 or more but less than \$250,000 .....	\$ 580.00
\$250,000 or more but less than \$500,000 .....	\$ 715.00
\$500,000 or more but less than \$2,500,000 .....	\$1,423.00

**PAYMENTS/INVOICES**

Payment shall be made upon final completion and acceptance by the County of all work completed under each Purchase Order. The Contractor shall submit an invoice, along with County' Contract Approval Form, to the County Engineering Department upon completion of all authorized work.

Payment shall be based on the dollar value of the authorizing Purchase Order. The date of the invoices shall not exceed thirty (30) calendar days from the date of completion of all work performed. Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. Each invoice shall be accompanied by a schedule of services performed signed by an authorized representative of the firm. Failure to submit invoices in the prescribed manner may delay payment.

**TAXES** – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

**PRICING**

The pricing under this Bid shall remain firm for duration of initial term of this Contract Agreement. No pricing increases will be permitted during the initial contract period. Price increases shall only be considered at the time Contract Extensions are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Extension. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the appropriate St. Johns County representative. Should the requested price increase be considered excessive or determined not to be competitive for the services, the Owner reserves the right to deny the requested price increase or terminate the Contract Agreement. All pricing shall remain firm for the period of each Contract Extension term.

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **BONDING REQUIREMENTS**

A performance and payment in the amount of 100% of the contract price will be required for any work over \$100,000.

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability

- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence  for Bodily Injury & Property Damage  \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused



by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

## GENERAL BID CONDITIONS

### **PRE-BID ACTIVITY -**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <https://www.bidnetdirect.com> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

**PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

**INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

**SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

**MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security

may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

**BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

**CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.

**PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.

**ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

**SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

**APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.  
Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## **AWARD OF BID**

**Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.

The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to multiple respondent(s) submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

**DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

**REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

**REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK**



**MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL  
32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

**PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

**SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

**FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

**AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

**EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

**NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

**UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

**The following documents are to be submitted with the proposal packet:**

- A.** Exhibit “A” Draft Contract
- B.** Exhibit “B” Title IV Clauses
- C.** Exhibit “C” Compliance with Nondiscrimination Requirements
- D.** Exhibit “D” FEMA Federal Grant Funding Provisions
- E.** Drug-Free Workplace Certification Form
- F.** Conflict of Interest
- G.** Federal E-Verify
- H.** Indemnification and Hold Harmless
- I.** Certification Regarding Lobbying
- J.** Cone of Salience
- K.** Company Data/Sam Form
- L.** Addendum Acknowledgement
- M.** Bid Sheet
- N.** Governmental Debarment & Suspension
- O.** Vendors on Scrutinized Companies List
- P.** References
- Q.** Qualifications Statement
- R.** Schedule A, B and C

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**DRAFT CONTRACT**

Please note: this contract is a draft for bidder to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.

**EXHIBIT "A"**

To be inserted later once submittals have been made- Initiation to Bid and Respondents Acknowledgement solicited for **Miscellaneous Line Taps and Stops** date of opening **August 28, 2019 at 3:15 P.M.** and any addendums thereto.

**CONTRACT  
For ITB 72-19  
Miscellaneous Line Taps and Stops**

This Contract executed and entered into this 27<sup>th</sup> day of           , 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and EA Tapping Services LLC (hereinafter the "Contractor"), whose principal address is 424 Cooper Industrial Pkwy states as follows:  
Apopka FL 32703

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for **Miscellaneous Line Taps and Stops**; and

**WHEREAS**, after due review of all bids, EA Tapping Services, LLC has been selected for the **Miscellaneous Line Taps and Stops**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB 72-19, Miscellaneous Line Taps and Stops** date of opening August XX, 2019 at 3:15 P.M. and any addendums thereto.

2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

## **II. Scope of Work**

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"

## **III. Invoice Requirements**

The Contractor will be paid in accordance with Exhibit "A" attached hereto.

## **IV. Duration of Contract and Termination of the Contract**

The Contract will be effective on October 1, 2019 and will continue through for three (3) years. The contract may be renewed for an additional two (2) one (1) year terms upon mutual agreement of all parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to compute; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

## **V. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

**The authorized representatives of the County shall be:**

Jeff Littrell, Water and Sewer Director  
1804 Lewis Turner Blvd. Suite 300  
Fort Walton Beach, FL 32547  
Phone: 850-651-7172  
Email: [jlittrell@myokaloosa.com](mailto:jlittrell@myokaloosa.com)

The authorized representative for EA Tapping Services LLC shall be: Paul Hogrefe <sup>Managing Member</sup>  
626 Cooper Industrial  
PKWY APOPKA FL 32703  
PH# 407 880-0780  
Email: [paul@eatapping.com](mailto:paul@eatapping.com)

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

**IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

**X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

#### **XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

#### **XIII. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.



The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **XV. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### **XVI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

#### **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

#### **XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of EATapping Services represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory

represents and warrants to the County that the execution and delivery of this Contract and the performance of EA Tapping Services obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

## **XVI. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

## **XX. Insurance**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons,

the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

#### **XXI. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the

County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**XXII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**XXIII. Federal Regulations**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

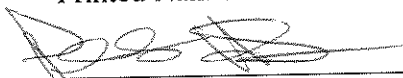
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

EA Tapping Services, LLC

**OKALOOSA COUNTY, FLORIDA**

Paul Hogrefe - Managing Member  
Printed Name/Title

\_\_\_\_\_  
Charles K. Windes, Jr., Chairman

  
Signature

Date:    /    /   

8/27/19  
Date:

ATTEST:

\_\_\_\_\_  
J.D. Peacock II, Clerk

Exhibit "B"

Standard Contract Clauses

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination based on race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination based on disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination based on age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs

or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

#### **EXHIBIT D-FEMA**

#### **FEDERAL GRANT FUNDING CONTRACT PROVISIONS**

*Whether this solicitation is fully or partially Grant funded, Respondents shall comply with the clauses as enumerated below in addition to 2 CFR 200.326 contract provisions included.*

1. Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. Contractor Compliance: The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. Conflict of Interest: The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. Mandatory Disclosures: The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. Utilization of Minority and Women Firms (M/WBE): The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:
  - Florida Department of Management Services (Office of Supplier Diversity)
  - Florida Department of Transportation
  - Minority Business Development Center in most large cities and
  - Local Government M/DBE programs in many large counties and cities
6. Equal Employment Opportunity: (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. Davis-Bacon Act: If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. Copeland Anti Kick Back Act: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. Contract Work Hours and Safety Standards Act: (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. Debarment and Suspension: (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. Byrd Anti-Lobbying Amendment: (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. Access to Records and Reports: Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. Record Retention: Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. Termination for Default (Breach or Cause): Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default.



Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. Disputes: Any dispute arising under this Contract which is not settled by contract of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Contract, shall proceed diligently with the performance of this Contract in accordance with the decision of the County. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Okaloosa County.
23. Energy Policy and Conservation Act (43 U.S.C. §6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
24. DHS Seal, Logo, and Flags. The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
25. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
26. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
27. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 8/27/19

SIGNATURE: 

COMPANY: EA Tapping Services LLC

NAME: Paul Hogrefe

ADDRESS: 624 Cooper Industrial  
Pkwy Apopka FL  
32703

TITLE: Managing Member

E-MAIL: paul@eatapping.com

PHONE NO.: 407-880-0780

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 8/27/19

SIGNATURE: 

COMPANY: EA Tapping Services

NAME: Paul Hogrefe  
(Typed or Printed)

ADDRESS: 6200 Cooper  
Industrial Pkwy  
Apopka, FL 32703

TITLE: Managing member

E-MAIL: paul@eatapping.com

PHONE NO.: 407-880-6786

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO X \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

---

---

---

---

FIRM NAME: EA Tapping Services, LLC

BY (PRINTED): Paul Hogrere

BY (SIGNATURE):  \_\_\_\_\_

TITLE: Managing Member

ADDRESS: 2240 Cooper Industrial  
Pkwy Apopka FL 32703

PHONE NO. 407-880-4784

E-MAIL paul@eatapping.com

DATE

AUGUST 27, 2019

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 8/27/19  
SIGNATURE: [Signature]

COMPANY: EA Tapping Services, LLC  
NAME: Paul Hogrefe

ADDRESS: 6260 Cooper Industrial PKWY APOPKA FL 32703  
TITLE: Managing Member

E-MAIL: paul@eatapping.com

PHONE NO.: 407-880-4786



**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

EA Tapping Services, LLC  
Respondent's Company Name

626 Cooper Industrial  
Physical Address

PKWY APOPKA FL  
32703

Mailing Address

407-880-4786

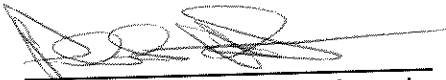
Phone Number

407-880-4786

Cellular Number

8/27/19

Date

  
Authorized Signature - Manual

Paul Hogrefe  
Authorized Signature - Typed

managing member  
Title

407-880-4781  
FAX Number

407-880-4786  
After-Hours Number(s)

paul@eatapping.com  
Email

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, EA Tapping Services LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Paul Hogrefe managing member

Name and Title of Contractor's Authorized Official

8/27/19 Date

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**CONE OF SILENCE CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  \_\_\_\_\_ representing EA Tapping Services, LLC  
Signature Company Name

On this 27<sup>th</sup> day of AUGUST 2019 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2018</u>	EMR	<u>1.0</u>
YEAR	<u>2017</u>	EMR	<u>1.0</u>
YEAR	<u>2016</u>	EMR	<u>1.0</u>
YEAR	<u>2015</u>	EMR	<u>1.32</u>
YEAR	<u>2014</u>	EMR	<u>0.93</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>
YEAR	<u>2015</u>	TRFR	<u>0</u>
YEAR	<u>2014</u>	TRFR	<u>0</u>

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: EA Tapping Services, LLC

BY: [Signature]

TITLE: Managing Member

DATED: August 27, 2019

NOTARY ATTEST: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 27th DAY OF August, 2019

NOTARY PUBLIC - STATE OF Florida  
MY COMMISSION EXPIRES: December 11, 2020





**COMPANY DATA**

Respondent's Company Name:

EA Tapping Services, LLC

Physical Address & Phone #:

626 Cooper Industrial PKWY

APOPKA, FL 32703

407-880-6784

Contact Person (Typed-Printed):

Pavi Hogrefe

Phone #:

407-880-6784

Cell #:

321-863-8590

Federal ID or SS #:

27-1602319

DUNNS/SAM #:

961629057

Respondent's License #:

CUC1224930

Fax #:

407-880-6781

Emergency #'s After Hours,  
Weekends & Holidays:

407-880-6784

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

## System for Award Management (Oct 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that:

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in timely manner, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

EA

From  
Sent  
To:  
Subject

See attached  
email & instructions  
from DeRita  
Mason

mason@myokaloosa.com>  
27, 2019 1:00 PM  
es - Jason Rawles

Ok

be fine.

Tha

- See

DeRi



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**From:** EA Tapping Services - Jason Rawles <jason@eatapping.com>  
**Sent:** Tuesday, August 27, 2019 11:57 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** Re: ITB WS 72-19

It won't let me into the account to even print anything. It says it is locked because it is pending. What a mess. We will provide what we have and as soon as I can access the account we will send over the info. We really appreciate your time and assistance.

Thanks!

Jason Rawles  
Operations Manager  
EA Tapping Services LLC  
407-880-6786  
[jason@eatapping.com](mailto:jason@eatapping.com)  
[www.eatapping.com](http://www.eatapping.com)

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, August 27, 2019 12:51:10 PM  
**To:** EA Tapping Services - Jason Rawles <[jason@eatapping.com](mailto:jason@eatapping.com)>  
**Subject:** RE: ITB WS 72-19

As long as you have made the effort we are good. Please print this paperwork and place it in your bid with the SAM application. Once you receive notification of the approval, you can then send me over your CAGE code number.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**From:** EA Tapping Services - Jason Rawles <[jason@eatapping.com](mailto:jason@eatapping.com)>  
**Sent:** Tuesday, August 27, 2019 11:49 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** RE: ITB WS 72-19

Ms Mason,

We have received this notification from sam.gov:

**ALERT: Due to increased volume and additional security requirements, a high number of entity registrations are pending CAGE review. Processing time currently exceeds the normal window of ten business days. Some users may experience processing delays of *up to four weeks*. Respond promptly if you are contacted by a CAGE Technician for additional information. Contact the DLA Customer Interaction Center at 1.877.352.2255 with urgent questions about a registration pending CAGE review.**

This process takes longer than the window of bid paperwork issuance to the bid date (tomorrow). The bid however states that the bid will be excluded if we don't have this info. I am not sure what to do. Can we submit the bid anyway without the SAM info?

I apologize for this last-minute question... we don't know what to do because we didn't expect this info to take longer than the 10 days they said it would take.

Please let me know your thoughts.

Thanks,

Offerors SAM information:

Entity Name: EA Tapping Services, LLC

Entity Address: 626 Cooper Industrial Pkwy

Duns Number: 941429057

CAGE Code: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**  
**ITB WS 72-19**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



## **BID FORM**

### **ARTICLE 1 – BID RECIPIENT**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
  - B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
  - F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the

price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID #: ITB WS 72-19**

**UNIT PRICE BID (Item 1-41) – MISCELLANEOUS LINE TAPS AND STOPS**

ITEM	UNIT	DESCRIPTION	UNIT PRICE
<b>TAPPING SERVICES</b>			\$
1	EA	14" Install Test & Tap	\$ 1,400.00
2	EA	16" Install Test & Tap	\$ 1,600.00
3	EA	18" Install Test & Tap	\$ 1,800.00
4	EA	20" Install Test & Tap	\$ 2,000.00
5	EA	24" Install Test & Tap	\$ 2,400.00
6	EA	30" Install Test & Tap	\$ 3,000.00
7	EA	36" Install Test & Tap	\$ 3,500.00
8	EA	42" Install Test & Tap	\$ 4,000.00
<b>Line Stop Services</b>			\$
9	EA	4" Line Stop Services & Fitting	\$ 2,000.00
10	EA	6" Line Stop Services & Fitting	\$ 3,500.00
11	EA	8" Line Stop Services & Fitting	\$ 4,000.00
12	EA	10" Line Stop Services & Fitting	\$ 4,900.00
13	EA	12" Line Stop Services & Fitting	\$ 5,000.00
14	EA	14" Line Stop Services & Fitting	\$ 6,000.00
15	EA	16" Line Stop Services & Fitting	\$ 6,800.00

16	EA	18" Line Stop Services & Fitting	\$ 8,200. <sup>00</sup>
17	EA	20" Line Stop Services & Fitting	\$ 8,950. <sup>00</sup>
18	EA	24" Line Stop Services & Fitting	\$ 14,000. <sup>00</sup>
19	EA	30" Line Stop Services & Fitting	\$ 20,500. <sup>00</sup>
20	EA	36" Line Stop Services & Fitting	\$ 26,000. <sup>00</sup>
21	EA	42" Line Stop Services & Fitting	\$ 30,500. <sup>00</sup>
<b>ITEM</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
		<b>Double Line Stop Services</b>	\$
22	EA	4" Double Line Stop Services & Fitting	\$ 4,000. <sup>00</sup>
23	EA	6" Double Line Stop Services & Fitting	\$ 6,000. <sup>00</sup>
24	EA	8" Double Line Stop Services & Fitting	\$ 7,200. <sup>00</sup>
25	EA	10" Double Line Stop Services & Fitting	\$ 9,400. <sup>00</sup>
26	EA	12" Double Line Stop Services & Fitting	\$ 9,500. <sup>00</sup>
27	EA	14" Double Line Stop Services & Fitting	\$ 11,450. <sup>00</sup>
28	EA	16" Double Line Stop Services & Fitting	\$ 12,500. <sup>00</sup>
29	EA	18" Double Line Stop Services & Fitting	\$ 13,000. <sup>00</sup>
30	EA	20" Double Line Stop Services & Fitting	\$ 13,500. <sup>00</sup>
31	EA	24" Double Line Stop Services & Fitting	\$ 24,250. <sup>00</sup>
32	EA	30" Double Line Stop Services & Fitting	\$ 35,000. <sup>00</sup>
33	EA	36" Double Line Stop Services & Fitting	\$ 45,000. <sup>00</sup>
34	EA	42" Double Line Stop Services & Fitting	\$ 52,100. <sup>00</sup>
		<b>Valve Insert Services</b>	\$
35	EA	4" Valve Insert Services & Fitting	\$ 5,450. <sup>00</sup>
36	EA	6" Valve Insert Services & Fitting	\$ 6,250. <sup>00</sup>
37	EA	8" Valve Insert Services & Fitting	\$ 8,500. <sup>00</sup>
38	EA	10" Valve Insert Services & Fitting	\$ 10,500. <sup>00</sup>
39	EA	12" Valve Insert Services & Fitting	\$ 12,750. <sup>00</sup>
40	EA	16" Valve Insert Services & Fitting	\$ 28,150. <sup>00</sup>
41	EA	24" Valve Insert Services & Fitting	\$ 44,500. <sup>00</sup>

	TOTAL UNIT COST BASE BID (ITEM 1-41)	\$ 525,050.00
--	---	---------------

As Needed	Daily Labor Rate for Each Additional Day (not included in Base Bid Amount)	\$ 750.00
-----------	---	-----------

**TOTAL UNIT COST BASE BID AMOUNT (ITEMS 1-41) IS WRITTEN AS:**

Five Hundred Twenty Five Thousand Six Hundred <sup>FIFTY</sup> Dollars and zero Cents,

**ARTICLE 5 – TIME OF COMPLETION**

- 5.01 Substantial completion and final completion dates for each Notice to Proceed (NTP) issued under this Contract shall be established in said NTP. The Work will be substantially completed within the number of days set up in each NTP.
- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the NTP.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

- 6.01 The following documents are submitted with and made a condition of this Bid:
  - Required Bid security;
  - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - Contractor's License No.: CUC1224930 Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 7 – DEFINED TERMS**

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

EA Tapping Services, LLC

By:  \_\_\_\_\_  
*[Signature]*

*[Printed name]* Paul Hogrere  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  \_\_\_\_\_  
*[Signature]*

*[Printed name]* Madeline Kolmetz

Title: Administrative Assistant

Submittal Date: August 27, 2019

Address for giving notices:

6260 Cooper Industrial Parkway  
Apopka FL 32703

Telephone Number: 407.880.0780

Fax Number: 407.880-0781

Contact Name and e-mail address: Paul Hogrefe

paul@eatapping.com

Bidder's License No.: CC1224930  
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

EA Tapping Services, LLC  
Bidder's Company Name

6260 Cooper Industrial  
Pkwy Apopka FL,  
32703

Address

407.880.0780  
Phone #

27-1402319  
Federal ID # or SS #



Authorized Signature - Manual

Paul Hogrefe  
Authorized Signature - Typed  
managing member

Title

407.880.0780  
Fax #

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

EA Tapping Services, LLC

Bidder's Company Name

626 Cooper Industrial  
PKWY

Address

Apopka, FL 32703

Address

407.880.0786

Phone #

27-1402319

Federal ID # or SS #



Authorized Signature – Manual

Paul Hogrefe

Authorized Signature – Typed

managing member

Title

407.880.0786

Fax #

Date Submitted: 8/27/19

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

## Government Debarment & Suspension

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction

originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it 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;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Paul Hogrefe - Managing Member  
Printed Name and Title of Authorized Representative

  
9. Signature

8/27/19  
Date

**LIST OF REFERENCES**

1. Owner's Name & Address:

David Mancini Jr. - DMSI  
2601 Wiles Road Pompano Beach, FL  
33073

Contact Person:

David Mancini Jr.

Telephone:

(754) 264-9594

Email:

dmancinijr@dmsi.co

2. Owner's Name & Address:

BJ Bourgholtzer - TB Landmark Construction, Inc.  
11220 New Berlin Rd Jacksonville, FL 32226

Contact Person:

BJ Bourgholtzer

Telephone:

(904) 503 5704

Email:

bjb@tblandmark.com

3. Owner's Name & Address:

Tom Secord - Secord Contracting Corp.  
PO Box 24372 Tampa, FL 33622

Contact Person: Tom Secord


Telephone: (813) 992-9662 Email: tom@secord.us

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate EA Tapping Services, LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 8/27/19  
COMPANY: EA Tapping Services, LLC  
ADDRESS: 620 Cooper Industrial Pkwy  
Apopka FL  
32703  
PHONE NO.: 407-880-0780

SIGNATURE:   
NAME: Paul Hogrefe  
(Typed or Printed)  
TITLE: Managing Member  
E-MAIL: paul@eatapping.com

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



SECTION C-451

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

EA Tapping Services, LLC

Address:

626 Cooper Industrial Pkwy  
Apopka, FL 32703

2. SUBMITTED TO:

Okaloosa County BOCC

3. SUBMITTED FOR:

EA Tapping Services, LLC

Owner:

Project Name:

Paul Hogrefe  
Miscellaneous Line Taps & Stops

TYPE OF WORK:

Wet Taps / Hot Taps  
Line Stops  
Insertion Valves

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

Jason Rawles  
Operations Manager  
407-880-4784  
jason@eatapping.com

5. **AFFILIATED COMPANIES:** n/a

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Florida

Date of Organization: \_\_\_\_\_

1/10/2010

Members: \_\_\_\_\_

Paul Hogrefe

Stephanie Hogrefe

JOINT VENTURE

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

**7. LICENSING**

Jurisdiction: \_\_\_\_\_

State of Florida Department of  
Business & Professional Regulation  
Construction Industry Licensing Board

Type of License: underground utility & EXAVATION  
License Number: CUC1224930  
Jurisdiction: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
License Number: \_\_\_\_\_

8. CERTIFICATIONS - n/a

CERTIFIED BY: \_\_\_\_\_  
Disadvantage Business Enterprise: \_\_\_\_\_  
Minority Business Enterprise: \_\_\_\_\_  
Woman Owned Enterprise: \_\_\_\_\_  
Small Business Enterprise: \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \_\_\_\_\_

9. BONDING INFORMATION

Bonding Company: Bowen Miciette Britt  
Address: 1020 N. Orlando Ave Ste 200  
Maitland, FL 32751  
Bonding Agent: Jimmy Drew  
Address: 1020 N. Orlando Ave Ste 200  
Maitland, FL 32751  
Contact Name: Jimmy Drew  
Phone: 407 551-0108  
Aggregate Bonding Capacity: \$4,000,000.00  
Available Bonding Capacity as of date of this submittal: \$2,000,000.00

10. FINANCIAL INFORMATION

Financial Institution: Seacoast Bank  
Address: 345 E Main St. Apopka  
FL, 32703

Account Manager: n/a  
Phone: 407-889-7434

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: JASON RAWLES

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.



Year 2018



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form 300a (Rev. 01/2004)

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of...	(1) Injury (M)	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3544, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name EA Tapping Services, LLC  
 Street 626 Cooper Industrial Parkway State FL Zip 32703  
 City Apopka  
 Industry description (e.g., Manufacture of motor truck trailers)  
line slips - wet tapping  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 4 7 8 8  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212) 4 7 8 8

### Employment information

Annual average number of employees 13  
 Total hours worked by all employees last year 26,449

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Hogrefe Company executive Manager Title  
407-880-6798 Phone 1/8/2019 Date



# OSHA's Form 301 Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  
 Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_ AM/PM
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry"; "setting up a line stop"
- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time"; "loose wire moved and struck paul in the knee"
- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome." \_\_\_\_\_  
left knee required minor surgery to remove
- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
loose wire in the work area
- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Completed by	Gary Buecker
Title	safety manager
Phone	407-880-6786
Date	1/8/2019

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms to this office.





# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction
0	0	0
(G)	(H)	(I)
Total number of other recordable cases		
0		
(J)		

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of...	(M)	(N)	(O)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment Information

Your establishment name EA Tapping Services, LLC  
 Street 626 Cooper Industrial Parkway State FL Zip 32703  
 City Apopka  
 Industry description (e.g., Manufacture of motor truck trailers)  
Line strips - wet tapping  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 4 7 8 8  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212) \_\_\_\_\_

### Employment Information

Annual average number of employees 12  
 Total hours worked by all employees last year 26,516

Sign here \_\_\_\_\_  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Hogrefe Company executive Manager  
 Title \_\_\_\_\_  
407-880-6785 1/8/2018  
 Phone \_\_\_\_\_ Date \_\_\_\_\_



# OSHA's Form 301 Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

### Information about the employee

Completed by	Gary Buecker
Title	safety manager
Phone	407-880-6786
Date	1/8/2017

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  
 Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_

7) If treatment was given away from the worksite, where was it given?

Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- 8) Was employee treated in an emergency room?  
 Yes  
 No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  
 No

### Information about the case

(Transfer the case number from the Log after you record the case.)

- 10) Case number from the Log \_\_\_\_\_
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry"; "setting up a line stop"
- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time"; "Worker developed soreness in the knee loose wire moved and struck paul in the knee"

16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome." "left knee required minor surgery to remove loose wire in the work area"

17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine" "radial arm saw." If this question does not apply to the incident, leave it blank.  
loose wire in the work area

18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.







# OSHA's Form 301 Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  
 Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry"; "setting up a line stop"

- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time"; "loose wire moved and struck paul in the knee"

- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome"; "left knee required minor surgery to remove loose wire in the work area"

- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
loose wire in the work area

- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Completed by	Gary Buecker
Title	safety manager
Phone	407-880-6786
Date	1/5/2017

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3944, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction
0	0	0
(G)	(H)	(I)
		Total number of other recordable cases
		0
		(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of...	(M)	(4) Poisoning	0
(1) Injury	0	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to the office.

Establishment Information	
Your establishment name	<u>EA Tapping Services, LLC</u>
Street	<u>135 Mingo Trail</u>
City	<u>Longwood</u>
State	<u>FL</u>
Zip	<u>32750</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Line strops - wet tapping</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>4 7 8 9</u>
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment Information	
Annual average number of employees	<u>13</u>
Total hours worked by all employees last year	<u>36,266</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>Paul Hogrefe</u>	Manager
<u>Company executive</u>	Title
<u>407-880-5736</u>	Phone
<u>1/4/2016</u>	Date



# Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- City \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Information about the case

- 8) Was employee treated in an emergency room?  
 Yes  No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  No
- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_ AM/PM
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry"; "setting up a line stop"
- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time"; "loose wire moved and struck paul in the knee"
- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome"; "left knee required minor surgery to remove loose wire in the work area"
- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
loose wire in the work area
- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Completed by	Gary Buecker
Title	safety manager
Phone	407-880-6786
Date	1/4/2016

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 2300 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2014  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration  
 Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name  
EA Tapping Services, LLC  
 City Apopka State FL

### Identify the person

### Describe the case

### Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:							
						Death	Days away from work	Remained at work or restriction	Other recordable cases	Away from Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses		
						(S)	(H)	(I)	(J)	(K)	(L)		0	0	0	0	0	0	0
<b>Page totals</b>						0	0	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2014

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of...	(M)	(N)	(O)	(P)	(Q)
(1) Injury	0	0	0	0	0
(2) Skin Disorder	0	0	0	0	0
(3) Respiratory Condition	0	0	0	0	0
(4) Poisoning	0	0	0	0	0
(5) Hearing Loss	0	0	0	0	0
(6) All Other Illnesses	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name EA Tapping Services, LLC  
 Street 615 Superior Commerce Blvd State FL Zip 32703  
 City Apopka  
 Industry description (e.g., Manufacture of motor truck trailers)  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 4 7 8 8  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 13  
 Total hours worked by all employees last year 32,174

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Hogstra Manager  
 Company executive Title  
 407-890-5786 Phone  
 1/15/2015 Date

# Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  
 Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_

- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Completed by _____
Title _____
Phone _____ Date _____

- 8) Was employee treated in an emergency room?  
 Yes  No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  No

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ *(Transfer the case number from the Log after you record the case.)*
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials", "spraying chlorine from hand sprayer", "daily computer key-entry."

- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

- 17) What object or substance directly harmed the employee? Examples: "concrete floor", "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms to this office.

## REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

\* Required Attachment # 1 \*

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
CITY OF HALL - ANDAIE BEAUM Water Treatment Plant High Service Pumps Replace Inlet Project	Name: City of Hallandale Beach, FL Address: 400 S. Federal Hwy, Hallandale Beach, FL 33009 Telephone: 954 4583251	Name: Company: Telephone:	5/23/19	Line stop # fittings / tapping services	In progress	\$13,700.00
LS # 28 FORCE MAIN (CIP # SW-238-10)	Name: CITY OF SAVANNAH Address: 2 E. Bay St. Savannah, GA 31401 Telephone: 919-451-0505	Name: Company: Telephone:	6/3/19	DOUBLE LINE STOP FOR BYPASS	In progress	\$6,500.00
US-1 SOUTH REPUMP & BOOSTER PUMPS TATION	Name: JER Address: PO Box 4901 Jacksonville, FL 32201 Telephone: 904-605-0000	Name: Company: Telephone:	5/20/19	TAPPING services	Done	\$1,100.00
DUNES CDD W/TP EXPANSION	Name: DUNES CDD Address: 101 JUNGLE HUT RD, Palm Coast Telephone:	Name: Company: Telephone:	4/22/19	LINE STOP FITTINGS	Done	\$10,350.00
VAZ 113B IMPROVEMENTS	Name: BROWARD COUNTY Address: 115 S. ANDREWS AVE Fort Lauderdale Telephone: FL 33301 954-831-3250	Name: Company: Telephone:	5/10/19	INSERTION VALVES	Done	\$24,500.00
THE PLAZA CORAL GABLES	Name: AGAVE PENCE, L Address: 2501 SOUTH BAY- #250 MIAMI, FL 33133 Telephone: 305-858-1890	Name: Company: Telephone:	5/15/19	LINE STOPS # FITTINGS / TAPPING services	Done	\$19,000.00

\* Required Attachment # 2 \*

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)							
Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work	
CITY OF COCOA BEACH CLEARWELL # PROJECT FOND	Name: CITY OF COCOA Address: LOS STONE ST COCOA, FL 32922 Telephone: 321.433.8800	Name: Company: Telephone:	4/25/17	TAPPING SERVICES	DONE	\$8,750.00	
PID 001039A PARK ST STATION RD - 84TH LN N. TO 82ND AVE N.	Name: PINELLAS COUNTY Address: 315 COURT ST. CLEARWATER FL 33750 Telephone:	Name: Company: Telephone:	2/24/17	LINE STOPS # FITTINGS/ TAPPING SERVICES	DONE	\$248,450.00	
EAST GREENWAY STORMWATER & SANITARY SEWER	Name: CITY OF Address: CLEARWATER Address: 100 S. MYRTLE AVE CLEARWATER, FL Telephone: 33752 727.522.4100	Name: Company: Telephone:	3/30/17	LINE STOPS # FITTINGS/ TAPPING SERVICES	DONE	\$97,350.00	
1-77 HOT LANES PROJECT	Name: NCDOT Address: 1501 MAIL SERVICE CENTER RALEIGH NC 27690 Telephone: 919.715.7000	Name: Company: Telephone:	2/21/18	LINE STOPS # FITTINGS	DONE	\$17,000.00	
FL-HOAGLAND BLVD. SEG #2	Name: TONOPERA Address: WATER Address: 915 W.L.K. JR. BLVD KISSIMMEE FL 34741 Telephone: 407.444.5000	Name: Company: Telephone:	8/27/18	LINE STOPS # FITTINGS W/ BY PASS	DONE	\$54,000.00	

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



\* Required Attachment # 5 \*



Department of State / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

### Detail by Entity Name

Florida Limited Liability Company  
EA TAPPING SERVICES, LLC

**Filing Information**

<b>Document Number</b>	L10000000478
<b>FEI/EIN Number</b>	27-1602319
<b>Date Filed</b>	01/04/2010
<b>Effective Date</b>	01/04/2010
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	06/14/2017
<b>Event Effective Date</b>	NONE

**Principal Address**

626 COOPER INDUSTRIAL PARKWAY  
APOPKA, FL 32703

Changed: 09/21/2016

**Mailing Address**

626 COOPER INDUSTRIAL PARKWAY  
APOPKA, FL 32703

Changed: 09/21/2016

**Registered Agent Name & Address**

BOUTTY, B. SHANE  
1150 Louisiana Ave.  
Suite 5  
WINTER PARK, FL 32789

Name Changed: 04/02/2014

Address Changed: 01/18/2017

**Authorized Person(s) Detail**

**Name & Address**

Title AMBR

HOGREFE, PAUL

2893 Breezy Meadow Road  
APOPKA, FL 32712

Title AMBR

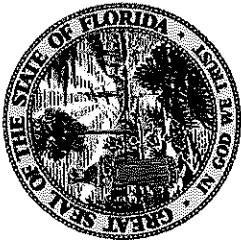
HOGREFE, STEPHANIE  
2893 BREEZY MEADOW RD  
APOPKA, FL 32703

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2017	01/18/2017
2018	04/02/2018
2019	01/14/2019

#### Document Images

<a href="#">01/14/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/14/2017 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/03/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">05/27/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2010 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**HOGREFF, PAUL FORREST**

EA TAPPING SERVICES, LLC  
626 COOPER INDUSTRIAL PKWY  
APOPKA FL 32703

**LICENSE NUMBER: CUC1224930**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**EA Tapping Services LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**626 Cooper Industrial Parkway**

6 City, state, and ZIP code

**Apopka, FL 32703**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

2	7	-	1	6	0	2	3	1	9	-	-

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Stephanie Hagrefe*

Date ▶

*2/22/2019*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

\* Required Attachment # 0 \*

PH

**PAUL HOGREFE**

EA TAPPING SERVICES, LLC | OWNER, MANAGING MEMBER

## SPECIALIZED CONTRACTOR

A lifetime of underground construction experience. Unparalleled expertise in hot taps, line stops, and valve insertions. Nationally recognized in these fields.

## SKILLS

Project Management  
Profitable Estimating  
Service Call Management  
Crisis Management  
Financial Management  
Communication & Negotiation  
Leadership  
Project Management  
Strategy Formulation  
Innovation  
Resource Allocation

## EXPERIENCE

**MANAGING MEMBER • EA TAPPING SERVICES • 06/14 – CURRENT**  
Overseeing daily operations and ensuring steady growth for EA tapping in both reputation and capability, as well as sound but rapid fiscal growth. Territorial expansion is constant and now encompasses the entirety of the Eastern U.S.

**SALES DIRECTOR • EA TAPPING SERVICES • 01/10 – 06/14**  
Capability to perform Taps and Line Stops on pipes from ¾" to 120" containing steam, water, sewer, coke oven gas, and natural gas with PSI's from 2500 lbs. to vacuum. EA Tapping Services has the ability to perform Insert Valves up to 24". Traveled to work in Trinidad and Canada.

**FIELD TECH / SALES • EA TAPPING SERVICES • 06/07 – 12/09**  
Worked as Field Tech and Sales, trained to performed Taps and Line Stops on pipes from ¾" to 120" containing steam, water, sewer, coke oven gas, and natural gas with PSI's from 2500 lbs. to vacuum. The site locations were national and International, industrial as well as roadside construction. Traveled to work in Canada.

## UNDERGROUND CONTRACTOR'S LICENSE

CUC 1224930  
STATE OF FLORIDA  
CERTIFIED UNDERGROUND & EXCAVATION CONTRACTOR



PAUL@EATAPPING.COM



407-880-6786

X Required Attachment # 4 X

# STEPHANIE HOGREFE

2893 Breezy Meadow Rd, Apopka, FL · (407) 404-2685  
stephanie@eatapping.com

---

Effective Business Manager, Responsible and Concise Delegator, Operating with Integrity and Precision

## EXPERIENCE

05/17 – CURRENT

**MANAGING MEMBER, EA TAPPING SERVICES, LLC**

Ownership Responsibilities, as well as day-to-day office management and company finances

06/14 – 05/17

**OFFICE MANAGER, EA TAPPING SERVICES, LLC**

Office Management, company finance including A/R & A/P, H.R., and payroll

01/11 – 01/14

**SERVER, EMPIRE PIZZA II ROCK HILL**

Customer Service experience, ability to communicate with guests, processing guest checks and payments (cash handling, credit cards), cleaning, maintenance, effective order taking/placement

## EDUCATION

2010 - 2013

**BROWARD COLLEGE, SEMMINOLE STATE COLLEGE, VALENCIA COMM. COLLEGE**

General Studies, with a focus on Finance and Business Administration

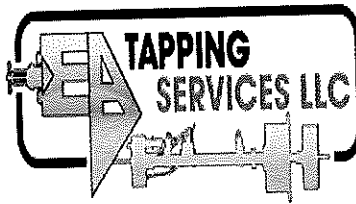
2006

**WINTER SPRINGS HIGH SCHOOL**

Graduated with Honors

## SKILLS

- Office Management
- Accounting: A/R, A/P
- Complete MS Office Suite Prowess
- Customer Consultation
- Logistics
- Materials Acquisition
- Systems Integration
- Compliance



## **General Safety Program**

Updated 06/02/2017

### **Administration**

General safety referred to in this section of EA Tapping Services LLC is either or does not a required written program or is related to a job task not covered in a standard and would fall under the general duty clause of OSHA Standards

The Safety Director, Paul Hogrefe (Managing Member, EA Tapping Services LLC) is the program coordinator. The owner has overall responsibility for providing the necessary tools and supplies to maintain the plan. All employees are required to wear their PPE at all times while on the job site or in the shop. Minimum PPE consists of a Hardhat, Safety Glasses, steel toe boots, gloves, and proper clothing hearing protection as directed. Additional PPE may be required.

### **Housekeeping**

Good housekeeping is possibly the most visible evidence of management and employee concern for safety and health that a company displays on a day-to-day basis. Cleanliness in the workplace contributes to a safe working environment by minimizing obstacles and potential safety and health threats such as spills, trip hazards, etc. The main purpose of the housekeeping written procedures is to set standards for daily, weekly, monthly, and even annual clean-up procedures. Setting such standard procedures saves money by streamlining area maintenance and providing an ongoing effort to prevent disorder.

These procedures serve as the written process for basic/general housekeeping at EA Tapping Services These rules are to be housekeeping standards of practice in this facility to help ensure a safe work environment always in all areas of the company.

1. All areas of the shop, job site and offices are covered in this plan
  - a. Keep work areas free from clutter, boards, boxes, debris, tools, etc. that can become tripping hazards. Store all items in their proper place.
  - b. Keep floors, travel ways, and storage area aisles clean and free of all objects.
  - c. Keep flammable materials stored and in the properly marked storage containers.
  - d. Return all tools and other equipment after use.
  - e. Wipe up spilled oil, grease, paint, hydraulic fluid or any other liquid promptly. These spilled materials on any surface may cause a slip or fall.
  - f. Help keep toilets, washrooms, drinking fountains, lunchrooms, and locker areas clean and sanitary. They are for your convenience and comfort.
  - g. Compressed air should not be used to clean work clothing. 30 psi can clean tools or equipment only.

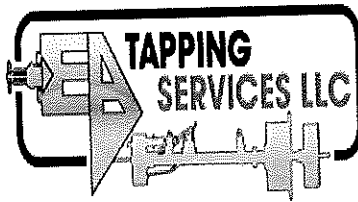
### **Machine Safety/Equipment Usage**

EA Tapping Services has written safety plan about proper use and care of tools and machine safety. The plan is designed to;

- Provide a safe working environment,
- Govern operator use of tools, machines and equipment, and
- Ensure proper care and maintenance of tools, machines and equipment.
- Ensure only properly trained employees operate machinery and tools

Operators and mechanics will be trained at a minimum of once per year.

1. Prior to operating of any piece of machinery, a pre-trip or post safety inspection of the equipment will be performed by the maintenance department.
2. Inspection will be documented
3. All noted safety defects will be repaired before the machine can be placed back into service
4. These are the specific safety procedures for the following pieces of machinery and/or equipment:



### General Machine Procedures:

- Never operate a machine that you have not been trained on.
- Do not lift loads over any personnel, nor allow anyone to walk under the load.
- Frequently inspect your ropes cables and clamps; do not overload the cables
- Do not take hold of hoisting cables near the sheave block, as your fingers may be drawn into the block. Beware of pinch hazards, such as between slabs and choker.
- While on the job site make sure the employees understand the contractor's signals and work practices
- All vehicles will be shut off during re-fueling

### Safe Lifting

The prevalence and severity of back injuries throughout business and industry makes back safety and safe lifting a priority. Back injuries are caused by improper lifting, falling, stretching, overextending. The most common is back injury caused by improper lifting and is the number one cause of lost time injuries. To reduce back injury incidence, EA Tapping Services LLC has adopted the following lifting techniques along with other back safety precautions to help reduce or eliminate back injuries.

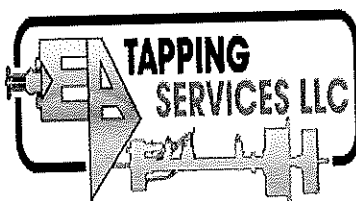
- **Stretching** - start each work shift by stretching your muscles. This increases your back and leg muscles stamina for the workday ahead. Warming up examples;
  - a. Put one leg on a chair and lean forward. Repeat 5 times and then switch legs.
  - b. Stand with your feet apart, place your hands on the small of your back, and gently arch your back, bending your head and neck backward. Do these 5 times.You will not only help prevent injuries from lifting but will help you feel better all day.
- **Posture** - Your back works best when you practice good posture. Poor posture means your back muscles must work overtime. This can result in injury when you attempt to lift or work your back.
- **Lift correctly;**
  - a. Move close to the load you are lifting. Spread your feet approximate 12 inches apart.
  - b. Tighten your stomach muscles when lifting. Keep the natural arch in your back. Breath and exhale as you lift (do not hold your breath). Tightening up can work like a brace for your back supporting the muscles
  - c. Lift with your legs. Your leg muscles are up to 4 times stronger than your back muscles. If you feel your legs tightening, that means your leg muscles are working and not your back.
  - d. As you lift keep the load close so no over extension occurs
  - e. Pivot, Don't Twist. Avoid turning or twisting your back after lifting an object. Turn with your feet, not your back. Don't put your back in awkward position.
  - f. If in doubt get Help heavy or awkward loads. Do not take chances
  - g. Alternative materials-handling techniques for carrying or moving loads are to be used whenever possible to minimize lifting. Alternative material-handling techniques include the use of mechanical lifting devices such as fork trucks, fork lifts, Travel lifts

### Material Handling

EA Tapping Services LLC has developed the following material/chemical storage and handling procedures to ensure all chemicals, material has been stored to prevent exposure to employees and visitors. In addition, the minimum personal protective equipment suggested on the MSDS for chemicals will be used;

**Hard hat-** Approved hard hats to help prevent head injuries, including those resulting from falling objects, bumping the head against a fixed object, or electrical shock.





**Eye and face protection** - Approved goggles/face shield to help prevent eye and face injuries, including those resulting from flying particles, molten metal, liquid chemicals, acid or caustic liquids, chemical gases, or light radiation.

**Foot protection** - All employees including temporary labor are required to wear ANSI safety boots

**Mask** - Respiratory equipment will be worn in any area where exposure to a chemical hazard may exist. Dust masks for non-regulated irritant dust exist will be offered upon request

**Hearing Protection** - Ear plugs or earmuffs must be used in areas that require hearing protection or as directed.

**Gloves** - Hand protection should be worn when handling rough or sharp objects, Rubber gloves will be worn when handling hazardous liquids, Welders gloves will be utilized when burning or welding.

1. Standard storage procedures for chemicals are per the following table: Category/Class of Chemical/Standard Storage Procedure hazardous chemicals are stored in containment areas.
2. Standard handling procedures for chemicals are per the following table: Category/Class of Chemical/Standard Storage Procedures in using any substance:
  - a. Read the labels. If more information is requested, ask a supervisor for the MSDS's
  - b. Employee should wear proper protection (safety glasses, gloves, respirator)
  - c. Avoid inhaling or direct skin contact with chemicals.
  - d. Avoid using chemicals near sparks of flames.
  - e. Familiarize yourself with emergency equipment and the location of eyewash, first aid kits, and emergency phone numbers.
  - f. In the event of an accident or exposure to a substance call for help if needed, send someone for the MSDS involved, and use the emergency procedures found on the material safety data sheet (MSDS).
  - g. Contact management and safety department
  - h. If you have any questions about the proper use of a substance, ask your supervisor.
3. Specific OSHA-mandated storage and handling procedures are followed per the regulations for the following chemicals:
  - Acetylene
  - Hydrogen
  - Oxygen
  - Propylene

## Equipment

EA Tapping Services LLC has specific equipment related to Production and are addressed in specific Training and safety policies.

The following table lists the equipment subject to EA Tapping Services LLC Safety Policies and training:

- a. Welding equipment - arc and gas
- b. Fork lift
- c. Boom truck

## Heat stress

Heat stress is an important issue to EA Tapping Services LLC therefore employees are trained each year in the effects of heat related illness. Water is made available at all job sites with enough water so each employee can drink a quart of water per hour. Employees will be allowed to seek shelter in the shade or air conditioning if available if they begin to feel the onset of a heat related illness.



EA TAPPING SERVICES LLC  
Accident Reporting and Investigation Plan

## **PURPOSE**

This Accident Reporting and Investigation Plan prescribes methods and practices for reporting and investigating accidents. No matter how conscientious the safety effort at a company, accidents can occur due to human or mechanical failure. Therefore this written plan is intended to provide a means to deal with all workplace accidents in a standardized way. While maintaining compliance with the reporting standards of 29CFR 1904.

## **ADMINISTRATIVE DUTIES**

The Safety Director or his designee is responsible for developing and maintaining this written Accident Reporting and Investigation Plan. The safety Director is responsible for all facets of the plan and has the authority to make necessary decisions to ensure the success of this plan. The Safety Director is also qualified, by appropriate training and experience that is commensurate with the complexity of the plan and to administer or oversee our Accident Reporting and Investigation Plan and conduct investigations.

This written Accident Reporting and Investigation Plan is kept at the following location:  
Administrative office of Jamie Hogrefe

## **ACCIDENT REPORTING PROCEDURES**

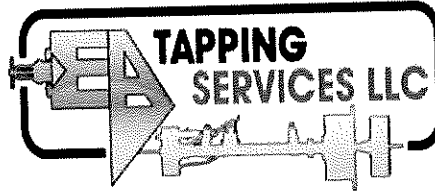
Our accident reporting procedures include the following:

All employees are required to report all accidents, injury's including "near miss" incidents to the supervisors no matter how small it may seem. The purpose of reporting an accident is for fact finding to help with prevention and abatement. We encourage our employees to participate in the abatement process. When an accident, injury or near miss is reported, EA Tapping management will investigate the incident.

## **ACCIDENT INVESTIGATION PROCEDURES**

Thorough accident investigations we can determine the root causes of accidents and injury's that will help develop safer work practices and discover any trends that might be developing. Identification of trends and unsafe work practices is critical to the control of hazards and will help prevent accidents. The Safety Director will oversee or perform all accident investigations. The following methods should be followed

1. Inform everyone involved that the accident investigation's purpose is to gather valuable information to help with the prevention of future accidents. EA Tapping Services employees' are required to provide all information asked of them in an investigation.
2. Conduct the interview at the scene while the event is still fresh in their minds.
3. Take photographs for all serious incidents.
4. Asks all persons interviewed for their version of the accident, do not let the witnesses talk amongst themselves. Obtain written statements from each
5. Never ask question that can be answered with just a YES or NO be polite but ask Who, What, Where, When, Why and How questions



6. Review the information with the employee so all facts are clear and understood. Obtain a written statement about the incident
7. Remind the employee that you may have to ask him additional questions if other facts are discovered during the investigation.
8. After all facts have been obtained, the Investigation Report form will be completed and the investigator will make a determination as to the cause. The report will be delivered to management for further review and to determine what action if any will be required.

### **RECORDKEEPING**

The Safety Director or his designee is responsible for maintaining the following records and documentation:

1. Using the log (OSHA form 300), count the individual entries that has been made for each Category.
2. Summary of Work-Related Injuries and Illnesses (OSHA 300A)
3. The accident Investigation Report

### **EMPLOYEE INVOLVEMENT AND TRAINING**

EA Tapping Services LLC uses all information obtained in the investigation to reduce the chance of additional accidents or injury. The causative factors of an incident will be discussed at safety meetings additionally the safety committee will be allowed to have access to the facts to assist management in determining possible abatement

Employees' and their representatives are provided access to the OSHA summary, and the Accident Investigation Report. Due to HIPPA laws and the privacy of our employees no other injury report will be released that contains private information about other employees unless directed by court order. Employees, former employees and personal representatives who request the Accident Investigation Report will receive them by the end of the next business day. All requesting parties will sign for the reports after producing proper identification. Reports will not be mailed but must be picked up by the requesting person at the administrative office

Our company does not discriminate against employees for:

- Reporting a work-related accident, injury or illness
- Filing a Safety and Health complaint
- Asking for access to the OSHA accident summary
- Exercising any rights afforded by the Occupational Safety and Health Act

All forms used in reporting accident or accident investigations are attached to this program.



## Blood Borne Pathogens 29 CFR 1910.1030

### **Purpose**

EA Tapping Services LLC is committed to providing a safe work environment for our employees. Although it is rare that an employee would make contact with a Blood Borne Pathogen, EA Tapping Services has established a Blood Borne Pathogens exposure control plan to eliminate or minimize exposure to Blood Borne Pathogens.

This control plan includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
- Universal precautions,
- Engineering and work practice controls,
- Personal protective equipment, and
- Housekeeping
- Hepatitis B vaccination; procedures
- Post-exposure evaluation and follow-up;
- Training and communication of hazards
- Recordkeeping

### **Administrative Duties**

Safety Director is responsible for the implementation of the BBP program. The Safety Director will maintain, review, and update the control plan at least annually, and whenever new or modified tasks or procedures are put in place.

Employees must comply with the procedures and work practices outlined in this Emergency control plan.

Safety Director or Jamie Hogrefe will maintain and provide all required personal protective equipment (PPE) labels, and BBP red bags as required by the standard. A BBP kit will be available in the work truck.

Contact phone numbers:

Gary Buecker, Safety 978-230-2011

Jamie Hogrefe 407-880-6786

Jeff Hogrefe 407-880-6786 or 321-388-1373 cell

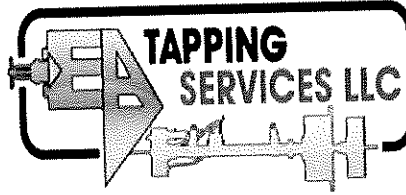
Safety Director or his designee will be responsible for ensuring that all medical actions required are performed and that appropriate employee health and OSHA records are maintained.

Safety Director is responsible for training, record keeping of training, and making the written program available to employees or any interested parties.

### **Employee Exposure Determination**

The following is a list of job classifications at our establishment in which all employees may have an occupational exposure:

- a. Field crew
- b. Welders
- c. Shop maintenance



- d. Supervisors

### **Methods of Implementation and Control**

All employees will utilize universal precautions as methods of control;

- a. Good hygiene
- b. Keep wounds clean and bandaged
- c. Don't share other employees utensils
- d. Work safely – avoid sharp objects in the yard

#### *Exposure Control Plan*

Employees covered by the blood borne pathogens standard receive an explanation of program during their initial training session. And annually thereafter.

Safety Director is responsible for reviewing and updating the program as needed, the program will be reviewed annually. All updates or changes in procedures, or technology will be documented and all employees will be trained

#### *BBP Personal Protective Equipment (PPE)*

In addition to standard PPE issued to employees, Coreslab Structures will have available a Blood Bourne Pathogens response kit. The kit will consist of;

- a. Face mask
  - b. Plastic apron
  - c. Face shield- safety glasses
  - d. Rubber gloves
  - e. CPR mask to avoid contact with body fluids
  - f. Clean up solution of bleach and water at a 4:1 mixture
  - g. BBP bags for disposal of contaminated items
  - h. Additional clothing- jump suit
- BBP Kit is located in the office and field trucks

All employees using PPE after an exposure or after rendering aid will dispose of all contaminated items such as

- a. Gloves
- b. Masks
- c. Face shields – safety glasses
- d. Aprons
- e. Items used in clean up
- f. clothing

EA does not provide uniforms to employees, therefore in the event of a contact requiring an employee to dispose of his clothing arrangements will be made to have available a jump suit or other suitable replacement clothing available

#### *Disposal of contaminated Items;*

The procedure for Disposal of other contaminated items will be as follows;

- a. Medical waste will bagged in appropriate labeled bags
- b. Other Contaminated items such as brooms, mops, sponges will also be securely bagged to avoid contact and disposed of
- c. The medical waste vendor will be contacted to pick up the items for disposal

EA Tapping Services LLC will utilize Stericycle 254 Keene Rd. Apopka, FL 407-889-5399 for disposal. The contractor may choose to use their own medical waste disposal.



### **Hepatitis B Vaccination**

The Hepatitis B vaccination series is available at no cost to employees in the event they have contact with a possible BBP. Employees are encouraged to have the Vaccination or booster if they have already had the Vaccination. It will be the determination of the examining physician if the employee cannot have the Vaccination due to medical reasons.

Employees can refuse the Hepatitis Vaccination but must sign a declination form. Form must be witnessed and notarized. The employee has the right to request the vaccinations after he has signed the declination form.

### **Post-exposure Evaluation and Follow-Up**

An immediate medical evaluation and follow-up will be conducted by EA Tapping Services LLC primary Clinic or Hospital. Mid Florida Primary 1475 West Orange Blossom Trail Apopka FL, 32712 All care and follow up care and testing will be under the supervision of the treating physician. Coreslab does not keep any records pertaining to the treatment. All results will be provided and discussed between the doctor and employee only

### **Records**

Only those records that are not affected by the Hipa regulations will be kept by EA Tapping Services LLC. If any of the records are requested by the employee or their representative EA Tapping Services LLC will provide all available records within 24 hours

### **Employee Training**

All employees will receive Blood Bourne Pathogens training;

- a. Possible ways Blood Bourne Pathogens can be transmitted
- b. The types of BBP
- c. Possible effects on health
- d. Employees rights in the event of an exposure
- e. Employee privacy
- f. Use of PPE in the event of exposure
- g. Clean up and disposal of items

Training records will kept for a minimum 3 years.

Employee training records are provided upon request to the employee or the employee's authorized representative Requests should be addressed to Safety Director.

### **Investigation**

Coreslab will conduct an investigation of all incidents that have led to an exposure or possible exposure. Coreslab will utilize the accident investigation procedures outlined in the accident investigation section of the safety program.



## Declination Form

### Hepatitis B Vaccine Declination (Mandatory)

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time.

I understand that by declining this vaccine I continue to be at risk of acquiring Hepatitis B, a serious disease.

If in the future I choose to be vaccinated, I can receive the Hepatitis vaccination series at no charge to me.

Signed: \_\_\_\_\_ Printed Name \_\_\_\_\_  
Employee signature

witness \_\_\_\_\_ Date \_\_\_\_\_

Notary



## Appendix 1

### Clean up procedures and precautions

Should an incident occur that created a possibility of exposure to a BBP the following the clean up procedures will be applied as needed.

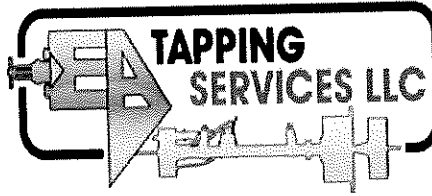
1. Rubber gloves will be obtained from the medical or BBP kit
2. Face shields and protective gowns or aprons will be worn while clean up is in progress
3. Accident sites will be decontaminated using 1 pint of bleach to each gallon of water (1 pint of bleach to 4 quarts of water 4:1 ratio)
4. If leather gloves are used, rubber gloves will be used under the leather glove. If clothing and other items need to be picked up for bagging, use tongs or other similar tools to pick up items to limit contact. Contaminated items will placed into a thick non leak proof plastic or Bio-hazard bag
5. When the clean up is completed gowns, aprons, gloves will be removed and disposed of in the plastic leak proof bag or bio-hazard bag.
6. All cleaning supplies, mops, scrub brushes, rags, tongs, etc will be disposed of in the non leak proof or bio hazard bags.
7. Clothing along with the rubber boots will be removed and bagged for cleaning. The uniform contractor will be notified of incoming contaminated clothing.
8. Employees' will wash and clean hands with antiseptic soap.
9. Employees' will shower and clan with antiseptic soap.
10. Items that are to be disposed of need to be sealed stored in a leak proof container such as a metal trash can until pick up can be made. Once container sealed do not re-open
11. Contact the local Bio-hazard disposal company Stericycle or other similar company that transports and disposes of medical waste.

Remember all items such as gloves, face shields, safety glasses will not be re-used and are considered disposable.

BBP clean up kit will consist of the minimum;

1. Face shields, rubber gloves, gowns or aprons, many of these items can be obtained from the 1<sup>st</sup> aid vendor
2. Antiseptic soap
3. Tongs or other devices to pick up medical waste etc to limit contact
4. Rubber boots that can be worn over work boots and shoes
5. At a minimum 1 quart of bleach
6. A garden sprayer pump style to spray the bleach solution
7. Mop, scrub brush, broom, dust pan
8. Bio-hazard or thick plastic trash bags to dispose of contaminated items.
9. A suitable sealable container to dispose of all contaminated items. (the BBP clean up kit maybe stored in the container until needed.)





## EA TAPPING LLC CONFINED SPACED PROGRAM

### General Company Policy

The purpose of this program is to inform is to comply with the OSHA Confined Space Standard, Title 29 Code of Federal Regulations 1910.146. We have determined that this workplace needs written procedures for the evaluation of confined spaces, and where permit-required spaces are identified, we have developed and implemented a permit-required confined space entry program. This program applies to all work operations EA Tapping Services LLC where employees must enter a permit-required confined space as part of their job duties.

The Safety Department has overall responsibility for coordinating safety and health programs in this company. The safety manager is the person having overall responsibility for the Permit-Required Confined Space Program. The safety manager will review and update the program as necessary.

Copies of the written program may be obtained from the office. A copy of the plan will be kept in the work site truck

Under this program, we identify permit-required spaces at every job site and provide training for our employees according to their responsibilities in the permit space. These employees receive instructions for safe entry into our specific type of confined spaces, including testing and monitoring, appropriate personal protective equipment, rescue procedures, and attendant responsibilities.

This program is designed to ensure that safe work practices are utilized during all activities regarding the permit space to prevent personal injuries and illnesses that could occur.

### Hazard Evaluation for Permit Spaces

To determine if there are permit-required confined spaces at EA Tapping Services LLC job site the supervisor or authorized employee will conduct a Job Hazard Assessment (JHA) of the workplace. This evaluation has provides the information necessary to identify the existence and location of permit-required confined spaces in our workplace that must be covered by the Permit-Required Confined Space Entry Program. All permit confined spaces will be discussed with the contractor's safety representative. The written hazard evaluation is kept in the job site file.

### Safe Permit Space Entry Procedures

The job site manager or contractor whichever is agreed upon will be the Entry Supervisor and be responsible for authorizing entry and issuing entry permits for work in our permit spaces. The file of permits and related documents will be kept in the job file by EA Tapping.

EA Tapping Services LLC only requires permits for those confined spaces deemed hazardous as defined by the standards

These are the employees who have current authorization to work in or near our permit spaces. This list also includes the work activities they are expected to perform ;

Jeff Hogrefe  
Danny Richardson  
Paul Hogrefe

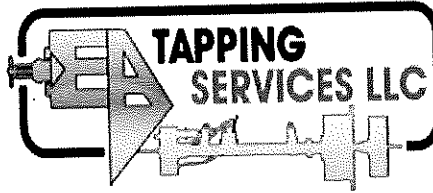
---

---

---

### Pre-Entry Evaluation

To ensure the safety and health of our employees a JHA (Job Hazard Analysis) will be completed before allowing authorized workers to enter a confined space to determine the conditions in that space are safe for entry. Any employee who is to enter the space, has the opportunity to observe the pre-entry check if they have not done so themselves and any testing of the space. The authorized entrant or that employee's representative also has the option of requesting a re-evaluation of the space if they feel that the evaluation was not adequate.



Our company follows the procedures to evaluate each permit space before entry. This may include testing the internal atmosphere with a calibrated direct-reading instrument for oxygen content, flammable gases and vapors, and potential toxic air contaminants.

#### **Certification**

According to EA Tapping Services LLC verifies that the space is safe for entry and that the pre-entry measures required by 1910.146(c)(5)(ii) have been taken, through a written certification that contains the date, location of the space, and signature of the person providing the certification. The agreed upon site manager is responsible for verifying these procedures. The certification is made before entry and is available to each employee entering the space. *The certification and analysis of the hazard in the space must be completed by the contractor, EA tapping must agree to the findings*

According to 1910.146(c)(5)(iii) documents the for determining that all hazards in a permit space have been eliminated, through a certification that contains the date, location of the space, and signature of the person making the determination will filed and kept in the EA Tapping Services job file

#### **Equipment**

To ensure the safety and health of our employees, EA Tapping Services LLC provides appropriate equipment to all employees who work in or near our permit spaces. Examples; might be Fall Protection and respiratory protection.

#### **Duties: Authorized Entrants**

Those persons who have completed the training and are authorized to enter permit spaces are assigned specific duties and responsibilities that they must perform when they work in the permit space. Their duties and responsibilities include;

- Perform the assigned rescue duties;
- Correctly use personal protective equipment (PPE) required for the job;
- Establish proficiency as an authorized entrant, as provided by
- Perform basic First-aid and cardiopulmonary resuscitation (CPR).

#### **Duties: Entry Supervisors**

Those persons who have completed the training and have been designated as permit space entry supervisors are assigned specific duties and responsibilities that they must perform in permit space job duties. Their duties and responsibilities include: To oversee the whole process and to enforce safety regulations..

The elements covered in the training program for permit space entry supervisors include:

- Perform the assigned rescue duties;
- Correctly use personal protective equipment (PPE) required for the job;
- Establish proficiency as an authorized entrant, as provided by
- Perform basic First-aid and cardiopulmonary resuscitation (CPR).

#### **Training Program**

Every employee at EA Tapping Services LLC who faces the risk of confined space entry is provided with training so that each designated employee acquires the understanding, knowledge and skills necessary for the safe performance of the duties assigned to perform their job duties. All training related materials, documents, and signed certificates are kept in the main office.

EA Tapping Services LLC trains all employees in entry into permit spaces.

When we conduct the training, we use training to ensure are employee's understand have knowledge and skills necessary for the safe performance of their duties in confined spaces. Training will be provided to each affected employee: New employees are always trained before their initial assignment of duties. We follow these procedures when training these employees Formal training that is knowledgeable as the training given to the employees that have already been trained as well as experience before initial training. When changes occur in permit-required confined space areas of our company, we Re-train the employee's again in any updated changes. If we have reason to believe that an employee has deviated from a previously trained upon procedure or that their knowledge seems inadequate, we Re-train the employee.



Upon successful completion of the permit-required confined space training program, each participant will sign a document verifying that they understand the material presented, and that they will follow all company policies and procedures regarding permit space entry.

#### **Rescue and Emergency Services**

EA Tapping Services LLC utilizes both its own employees and fire department if needed to perform rescue services in the event of an emergency. This group of employees has been trained, at a minimum, to:

- Perform the assigned rescue duties;
- Correctly use personal protective equipment (PPE) required for the job;
- Establish proficiency as an authorized entrant, as provided by 1910.146(g) and (h); and
- Perform basic first-aid and cardiopulmonary resuscitation (CPR).

EA Tapping ensures that at least one member of the rescue team holds a current certification in first-aid and CPR. EA Tapping will annually conduct an a practice making permit space rescues by means of simulated rescue operations in which they remove actual persons from a simulated or actual permit space permit

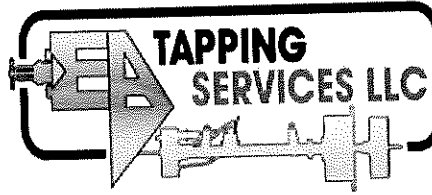
#### **Post-operations Procedures**

Upon completion of work in a permit space EA Tapping will remove all equipment and follow the proper wet tapping procedure for closure

#### **Enforcement**

Constant awareness of and respect for permit-required confined space entry hazards, and compliance with all safety rules are considered conditions of employment. Supervisors and managers reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this permit entry program.





# EA Tapping LLC

## Accident Investigation

<b>A. Injured Employee Data</b>			
Employee Name	Working Title	Personnel Number	
Work Location/job site			
Date of accident	Time of Accident <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Workers Comp Claim Number (if known)	
Home Telephone	Work Telephone	Other/Cell Number	
Supervisor		Supervisor Telephone Number	
<b>B. Accident Description</b>			
<p><b>Instructions:</b> Obtain written and/or recorded statements from injured employee. What happened? What caused the accident? What were the contributing factors? Reconstruct the sequence of events that led to the injury. Attach additional sheets if necessary. This document becomes an official accounting of the facts surrounding the accident. When documenting the facts, include answers to the following questions:</p>			
<p>1. Where did the accident happen and who was involved? Provide a full description of the surroundings of the location and the individuals involved. Use additional sheets if needed</p>			
<p>2. What was happening at the time of the accident and why was it taking place?</p>			
<p>3. What were the events leading up to the accident? Describe the sequence in order and when they took place.</p>			

4. What exactly caused the injury and how did it happen? What were the mechanics, equipment, or tools involved?

5. Describe the injury or injuries incurred. What body part and what kind of injury? (Indicate if no injury occurred.)

6. If a physical injury was avoided, what could have happened to cause an injury?

**C. Accident Findings**

After review of all facts, what was the hazardous condition, unsafe work practice, or other causal factors (procedure, equipment, people, and environment) that contributed to the accident / injury?

**D. Corrective Action**

What is recommended to prevent this type of accident from occurring again?

Actions taken to ensure recommendations are considered:

Signature of Accident Investigator/manager	Date	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
--	------	--

**E. Distribution Instructions**

Original: Safety Manager

Copies: Operations Manager  
Employee's Supervisor  
Workers' Compensation (as requested)

Maintain one copy for a minimum of 3 years. Note: Employee medical and exposure records must be maintained for the duration of employment plus 30.

# EA Tapping LLC

## Instructions for the Accident Investigation Form

**Purpose of Form:** Effective loss control efforts require documentation of accidents to determine hazards or problem areas, procedures, or systems and to perform trending. Thorough investigation is required to determine the facts surrounding events so that remedial action can be taken, if required. This form provides an outline of needed information.

**Filing Deadline:** All reports will be completed the same day as the incident. If an injury occurred Workers comp will be notified the same day and if at the end of shift report will be filed the next morning.

**Completed by:** \_\_\_\_\_

**A. Employee Data** - Complete the top of the form with the identifying information and the date and time of the accident. If a claim has been filed, complete the space for the claim number.

**B. Accident Description** - Sufficient information is necessary to ensure that all facts surrounding the accident are obtained so that effective loss control procedures can be established to protect against future accidents occurring. The form is developed to capture this information and to help the accident investigator come to reasonable conclusions concerning the events.

1. Where did the accident happen and who was involved? Go to the scene. Provide a visual image of the location of the accident. The reader should be able to visualize the area and the surrounding environment. Include names of the people involved and interviewed.
2. What was happening at the time of the accident and why was it taking place? Document the sequence of events leading up to the accident. Include the activities surrounding the event and their purpose.
3. What exactly caused the injury and how did it happen? What were the mechanics that caused the injury or could have caused an injury? Were procedures followed? Are the procedures faulty? Was equipment in good repair? Were there environmental hazards?
4. Describe any injury incurred, body parts and kinds of injuries. Through interview with the affected employee, determine what kinds of injuries were sustained and what body parts were involved. If an injury was avoided, what could have caused an injury?

**C. Investigation Results** - After review of all facts, what was the hazardous condition, unsafe work practice or other root cause of the accident/ injury?

**D. Corrective Action** -

1. What is recommended to help prevent this type of accident from occurring again? Provide short term and long term corrective actions that will prevent or eliminate the hazardous condition, unsafe work practice, and root causes.
2. Who will be contacted concerning recommended action to ensure follow-up? Completion of this section ensures that the management staff involved knows that action has been taken to remedy the hazardous condition.



## Accident Investigation Best Practices

### I. Fact-Finding

1. Emphasis is placed on gathering facts; not to place blame, or determine the cause of accident.
2. Inspect the accident site before any changes occur.
3. Preserve essential and critical evidence.
4. Take photographs and/or make sketches of the accident scene.
5. Interview the injured employee and witnesses as soon as possible after an accident. Record pre-accident conditions, the accident sequence, and post-accident conditions.
6. Document the location of injured employee, witnesses, machinery, equipment, energy sources, and hazardous materials.
7. Ask *who, what, when, where, why, and how* during interviews.
8. Re-interview injured employee and witnesses to resolve conflicting accounts of the accident.
9. Remain completely objective during interviews and in documentation – no opinions, just the facts.
10. Keep complete and accurate notes.

### II. Interviews

1. Get preliminary statements from victims and witnesses as soon as possible.
2. Explain the purpose of the investigation (accident prevention) and put each witness at ease.
3. Let each witness speak freely and take notes without distracting the witness.
4. Record the exact words used by the witness to describe each observation.
5. Be sure that the witness understands each question. – Do not give leading questions fact finding only IE; Tell me exactly what you saw?
6. Identify the witness completely (name, occupation, years of experience, phone number).
7. Supply each witness with a copy of his or her statement (signed statements are desirable).

### III. Accident Reconstruction

1. Develop a sequence of events from the information obtained from the victims and witnesses.
2. Identify hazardous conditions present during the accident.

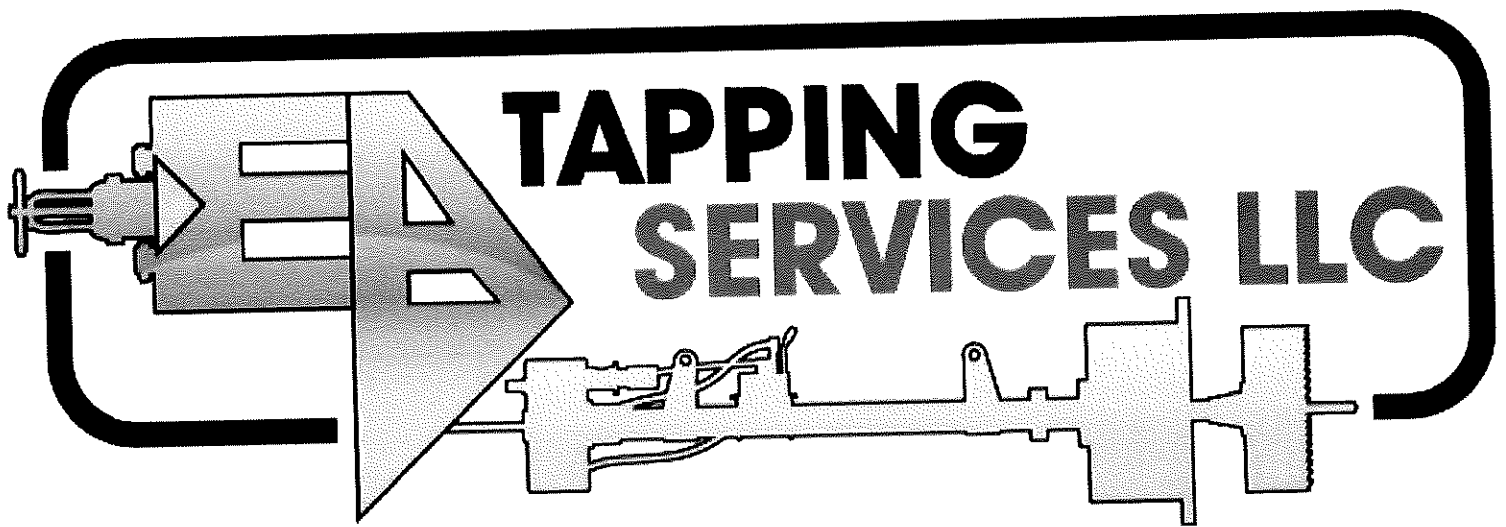
3. Identify unsafe work practices present during the accident.
4. Identify system issues that caused or contributed to the accident.
5. Determine root causes of the accident by Job Safety Analysis or other methods.
6. If discrepancies exist, contact the Safety Coordinator regarding the discrepancies and ask for assistance.

#### **IV. Investigation Reporting**

1. Provide complete, thorough information about the accident (*who, what, where, when, why, and how* data).
2. Describe the accident. Document the sequence of events of the accident. Identify the extent of damage to the employee and/or property.
3. Identify hazardous conditions and/or unsafe work practices for each event of the accident.
4. Identify the root cause of each hazardous condition or unsafe work practice.
5. Provide short-term and long-term corrective actions that prevent or eliminate the identified hazardous conditions, unsafe work practices, and root causes.
6. Describe the corrective actions recommended, the persons who are accountable for each corrective action, and the approximate time frame for correction.

#### **V. Corrective Actions**

1. Recommend immediate corrective actions to eliminate or reduce hazardous conditions and/or unsafe work practices.
2. Recommend long-term corrective actions that correct policies, programs, plans, processes, and/or procedures.
3. Recommend engineering controls, administrative controls, and/or personal protective equipment.
4. Estimate the cost to implement each immediate and long-term corrective action.
5. Develop an action plan for each corrective action.
6. Monitor implementation of the action plan to ensure appropriate corrective action is taken.



## **FLEET PROGRAM**

All applicants for employment ("Applicants") are required to complete a written application that will include listing references and previous employers. Applicants also are required to pass a pre-hire drug test. Anything less than a clean report is not acceptable by:

EA Tapping Services, LLC

### **Required driving record criteria**

Applicants are required to sign a truck disclaimer and his or her Motor Vehicle Record (MVR) will be pulled before he or she is hired. MVRs will be kept in the applicant's/employee's file. Each applicant's driving record is required to meet the following criteria:

- a. Any applicant with a Type "A" driving violation in the last five years is ineligible for a driving position.
- b. Any applicant with three or more Type "B" driving violations or two or more at-fault accidents in a three-year period is ineligible for a driving position.
- c. Any applicant with two moving Type "B" driving violations or one driving accident in a three-year period will be put on warning from a company monitoring standpoint.

A new driver may be required to complete a road test with a company experienced driver. The experienced driver will evaluate the new driver's performance and document the road test.

#### **Driving Violations**

- Driving under influence of alcohol or drugs
- Refusing to take a substance test
- Driving with an open container (alcohol)
- Reckless/careless driving
- Speeding: In excess of 14 mph over posted limit
- Driving while texting
- Hit and run
- Fleeing or evading police or roadblock
- Resisting arrest
- Racing/speed contest
- Driving with license suspended or revoked
- Vehicular assault
- Homicide or manslaughter or using vehicle in connection

#### **Moving Violations**

Moving violations that include:

- Speeding: 1-14 mph over posted limit
- Improper lane change
- Failure to yield
- Failure to obey traffic signal or sign
- Accidents
- Having a license suspended in the past related to moving violations

## Post-hire requirements

During an employee's trial period, or the first 6 months, he or she will ride with a current company experienced driver, who will observe acceptable driving behaviors, routes and loading/unloading procedures of the new employee (the "new driver").

## Motor Vehicle Record checks

Annual record evaluations will be performed on every driver including the following:

- Company truck drivers.
- Salespeople or anyone driving their personal car for company business.
- Anyone who may be required to drive a company car or personal car for company business, MVRs will be reviewed in accordance with the aforementioned criteria.

## Non-owned vehicle requirements

Employees driving personal cars for company business must meet the following requirements:

- MVR checked pre-hire and annually.
- Classify the employee's personal policies as "Business Use" policies.
- Have minimum limits of \$300,000.
- Provide Certificates of Insurance to management.

## Personal use of company vehicle policy

Company vehicles taken home at night or used for non-business activities must be given extra consideration when defining the personal use restrictions. A personal use policy will include, at a minimum, the following sections:

- Driver eligibility requirements (authorized driver, appropriate age, acceptable MVR, etc.).
- Management approval of personal use.
- Requirement to follow company substance abuse policy and accident reporting policy.
- Restricted use of company vehicles no (towing, over-loading, giving rides to hitchhikers, for loan or hire to others, travel to other countries, attaching equipment, etc.).
- Accountability for not adhering to EA Tapping Services LLC personal use policy.

## Transportation safety rules

EA Tapping Services LLC requires all drivers to comply with state and national transportation safety rules. In addition, all employees are required to adhere to the following rules as set by management while driving:

- Mandatory seatbelt use.
- Appropriate in-vehicle behaviors.
- Absolutely no alcohol or controlled substances allowed.
- Always look out for pedestrians.
- Never attempt to exercise the right-of-way.
- Emergency cell phone use only.
- Include additional rules.

## Maintenance inspections

All drivers of regulated vehicles (greater than 10,000 pounds GVW) are required to complete a documented pre/post-trip maintenance inspection that will be filed. All drivers of personal passenger vehicles or non-regulated vehicles are required to submit their vehicles for a maintenance inspection at least quarterly. These maintenance inspections will be filed.

## Accident reporting and investigation

Every accident is required to be reported, investigated and reviewed.

- Each vehicle should be equipped with a Vehicle Accident Report Kit. The kit should include an accident report and emergency contact numbers. Drivers are required to submit the written accident to management immediately following their involvement in a vehicle accident.
- A police report should be obtained.

A primary purpose of investigating an accident is to find out its cause and initiate action to eliminate or control similar vehicle accidents. Another purpose is to determine whether the accident is preventable. A preventable accident is one in which the driver fails to exercise reasonable precautions to prevent the accident from occurring. Each driver's supervisor is required to investigate all vehicle accidents.

**Commercial Driver's License (CDL) required vehicles**

Driver Qualification Files following the Federal Motor Carrier Regulations will be maintained on all drivers with their CDL. A file will be maintained on each driver operating a vehicle in excess of 26,000 pounds. GVW engaged in interstate commerce and/or drivers of vehicles in intrastate commerce if the registered gross weight of the vehicle or combination of vehicles exceeds 26,000 pounds. EA Tapping Services, LLC will maintain records for the following requirements:

- Application Form (FMCSR Part 391.21).
- Inquiry to Previous Employers – 3 years (FMCSR Part 391.23).
- Motor Vehicle Records (MVR) Check – 3 years (FMCSR Part 391.23).
- Motor Vehicle Records (MVR) annually (FMCSA Part 391.25).
- Annual Driver's Certificate of Violations (FMCSR Part 391.27).
- Annual Review of Driving Record (FMCSA Part 391.25).
- Driver's Road Test and Certificate or Equivalent (FMCSR Part 391.31) (FMCSR Part 391.33).
- Medical Examiner's Certificate (FMCSR Part 391.43).
- Alcohol and Controlled Substances Testing Information and Results (FMCSR Part 382 & Part 40).

**Non-Commercial Driver's License (CDL) required vehicles**

DOT states that drivers of vehicles 10,001 pounds GVW to 26,000 pounds GVW do not need a Commercial Driver's License (CDL) or to be in a substance testing program. However, DOT requires the employer maintain the following file for each driver of the vehicle:

- Application Form (FMCSR Part 391.21).
- Inquiry to Previous Employers – 3 years (FMCSR Part 391.23).
- Motor Vehicle Records (MVR) Check – 3 years (FMCSR Part 391.23).
- Motor Vehicle Records (MVR) annually (FMCSA Part 391.25).
- Annual Driver's Certificate of Violations (FMCSR Part 391.27).
- Annual Review of Driving Record (FMCSR Part 391.25).
- Medical Examiner's Certificate (FMCSR Part 391.43).

**This policy is mandated and supported by the management of:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

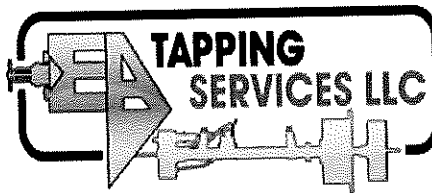
\_\_\_\_\_  
Managing Member Signature

To be kept in employee personnel file:

I have read and understand my obligations as listed above concerning the possession and use of a company vehicle. Further, I understand that failure to abide by this agreement shall result in suspension/revocation of my company vehicle privileges and/or disciplinary action.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## HAND AND PORTABLE POWER TOOL SAFETY

### PURPOSE

The purpose of this policy is to promote the safe use of hand tools and portable power tools reducing the likelihood of injuries.

### SCOPE

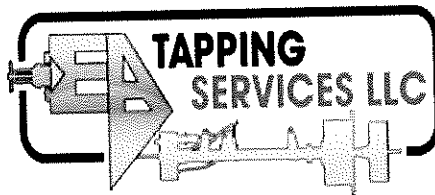
These requirements apply to all EA Tapping Services LLC employees' where the use of hand or power tools are in use or will be used. This will most notably apply to employees' involved in maintenance.

### RESPONSIBILITIES

The Safety Department is responsible for reviewing hazards associated with hand and portable power tools during annual shop inspections. The tools will be reviewed to make sure they are in good working order, suitable for the jobs they are used for, and do not pose a hazard to the operator. Jeffrey Hogrefe and Danny Richardson are responsible for reviewing and updating the Hand & Portable Power Tools Policy. EA Tapping Services employees' also will work jointly in the development of Job Safety Analysis for hand tools that present a unique hazard to the employee.

**Supervisor & Employee:** Supervisor led training is required upon employment for employees who operate hand and portable power tools.

- **Select the Right Tool for the Job:** Examples of unsafe practices are: Striking hardened faces of hand tools together using a file for a pry, a wrench for a hammer, using a 'cheater' such as pliers instead of the proper wrench.
- **Keep Tools in Good Working Condition:** Wrenches with cracked work jaws, screw drivers with broken points or broken handles, hammers with loose heads, dull saws, and extension cords or electric tools with broken plugs, improper or removed grounding prongs, or split insulation are examples of tools in poor conditions. Tools that have deteriorated in this manner must be taken out of service.
- **Use Tools the Right Way:** Screw drivers applied to objects held in the hand, knives pulled toward the body, and failure to make sure electrical tools are properly grounded are common causes of accidents.
- **Place/Keep/Store Tools in a Safe & Secure Place:** Many accidents have been caused by tools falling from overhead and by knives, chisels, and other sharp tools carried in pockets or left in tool boxes with cutting edges exposed. Tools should be kept away from overhead work edges



The following procedures are excellent shop practices for Supervisors and Employees to follow in order to promote a safe working environment where hand and portable power tools are used:

- Tool inspection will take place monthly. Examine tools for defects and either replace or repair the tool. Ensure tools stored properly to maintain them in a safe condition.
- Provide proper storage facilities in the tool room and on the job.
- The employer is responsible for the safe condition of tools and equipment used by employees, but the employees have the responsibility for properly using and maintaining tools.

Each supervisor is to make a complete check of the operations to determine the need for special tools that will do the work more safely than ordinary tools. This can be completed by reviewing the Job Safety Analysis which can be used to identify the hazards associated with the job and the appropriate tools that should be used.

Employees shall not continue using damaged tools during a job if it is found the the tool is damaged.

Proper maintenance and repair of tools requires adequate facilities, work benches, vises, safety goggles, repair tools, grinders, and good lighting. Employees specifically trained in the care of tools should be in charge of these facilities. EA Tapping Services LLC sends electrical tools out for repairs.

## **CARRYING TOOLS**

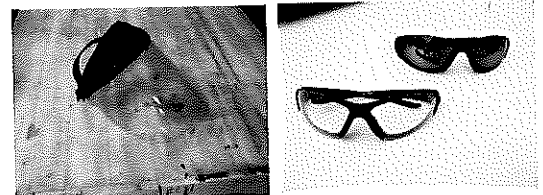
The employee is to never carry tools, which in any way could interfere with using both hands freely on a ladder or while climbing on a structure. A strong bag, bucket, or similar container is to be used to hoist tools from the ground to the job. Tools are to be returned in the same manner. Employees should never bring tools down by hand, carry in pant/shirt pockets, or dropped tools to the ground.

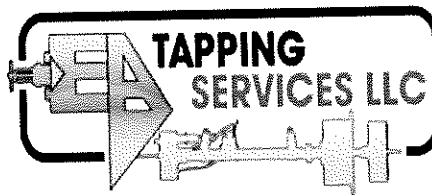
Laying tools at an elevated position such as on a scaffold or an elevated pipe presents a falling object hazard. All tools will be placed in a safe position

Chisels, screwdrivers, and pointed tools shall never be carried in an employee's pocket. They are to be carried in a tool box/cart, a carrying belt (sharp/pointed end down) like those used by electricians and steel employees, a pocket tool pouch, or in the hand with points and cutting edges pointed away from the body.

Employees carrying tools on their shoulders should pay close attention to clearances when turning around. Tools should also be handled so that they will not strike other employees or pedestrians.

## **PERSONAL PROTECTIVE EQUIPMENT**





Appropriate personal protective equipment safety glasses, face shield, safety goggles, gloves, will be worn to protect from hazards that may be encountered while using portable power tools and hand tools.

Employees that use hand and power tools and are exposed to the hazards of falling, <sup>Face Shield</sup> flying, <sup>Safety Glasses</sup> abrasive, or exposure to harmful dusts, fumes, vapors, or gases shall be provided with the specified personal protective equipment necessary to protect them from the hazard.

## USE OF HAND TOOLS

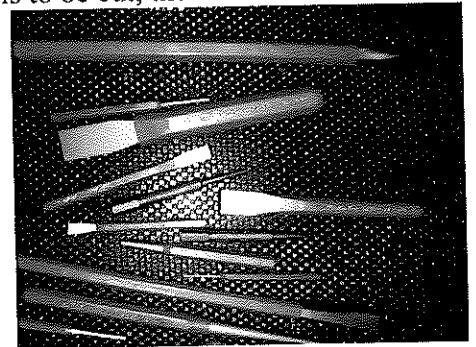
Non-powered hand tools, which includes chippers, wrenches, screw drivers, hammers, etc. The greatest hazards posed by hand tools results from misuse and improper maintenance.

Employee instruction/training programs shall provide detailed training in the proper use of hand tools for the specific area of operations in which they will be working in. Attention will be given to tool selection, tool use, and proper personal protective equipment that is required to be used when operating specific tools as outlined in the following sections:

### Metal-Cutting Hand Tools

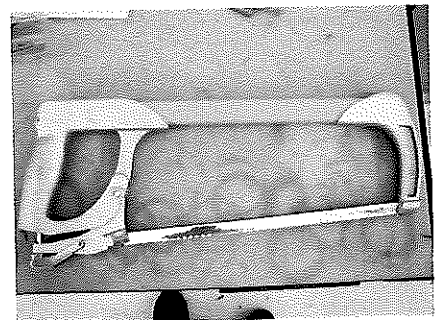
#### Chisels

- Factors determining the selection of cold chisels are the materials to be cut, the size and shape of the tool, and the depth of the cut to be made.
- The chisel should be made heavy enough so that it will not buckle or spring when struck.
- A chisel no larger than the material should be selected so that the blade is used rather than the point or corner. Also, a hammer heavy enough to do the job should be used.
- Employees are required to wear gloves and safety goggles when using a chisel and additional barriers may be required to minimize exposure to other employee's

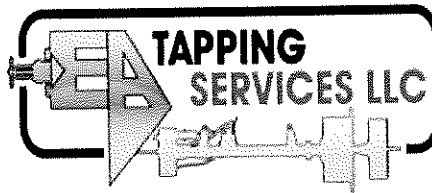


#### Hack Saws

- Hacksaws should be adjusted in the frame to prevent buckling and breaking, but should not be tight enough to break off the pins that support the blade.





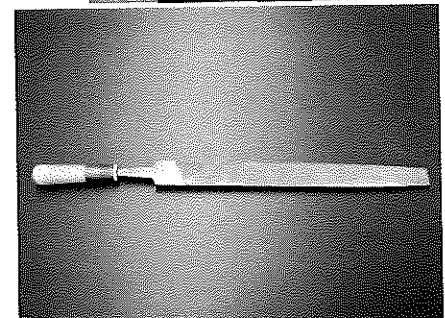
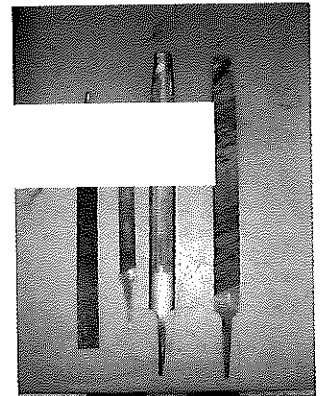


- Install blade with teeth pointing forward.
- Pressure should be applied on the forward stroke not on the back stroke.
- If the blade is twisted or too much pressure is applied, the blade may break and cause injury to the hands or arms of the user.

### Files

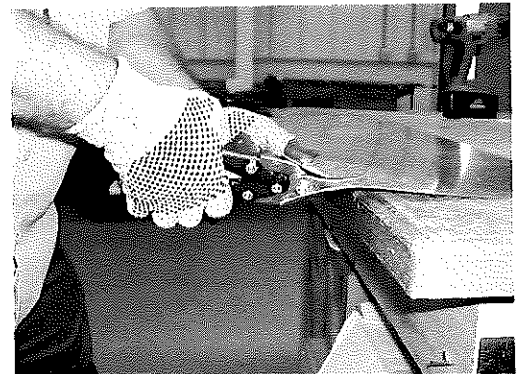
- Selection of the right kind of file for the job will prevent injuries and lengthen the life of the file.
- The file should never be cleaned by being struck against a vise or other metal object due to file chips becoming possible flying debris.
- A file-cleaning card or brush should be used.
- A file is not to be hammered or used as a pry. Use of a file in this manner frequently results in the file chipping or breaking causing injury to the user.
- A file should not be made into a center punch, chisel, or any other type of tool because the hardened steel may fracture in use.
- A file is never to be used without a smooth, crack-free handle; if the file were to get hung up, the tang may puncture the palm of the hand, the wrist, or other part of the body.
- Under some conditions, a clamp-on raised offset handle may be useful to give extra clearance for the hands.

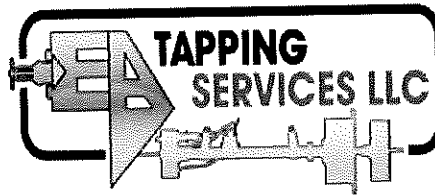
Files



### Tin/Sheet Metal Snips

- Tin snips should be heavy enough to cut the material so easily that the employee needs only one hand on the snips and can use the other to hold the material.





- The material is to be well supported before the last cut is made so that cut edges do not press against the hands.
- Jaws of snips are to be kept tight and well lubricated.
- Employees are required to wear safety goggles when trimming corners or slivers of metal because small particles often fly with considerable force.
- Employees are also required to wear gloves when making cuts.

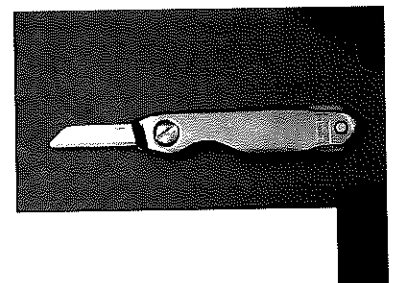
#### Cutters

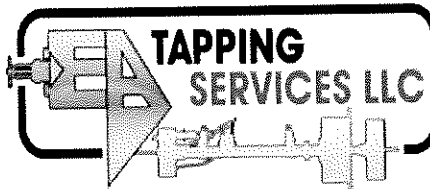
- Cutters used on wire, reinforcing rods, or bolts should have ample capacity for the stock; otherwise, the jaws may be sprung or spread.
- Chips may fly from the cutting edge and injure the user.
- Frequently lubricate cutters.
- To keep cutting edges from becoming nicked or chipped, cutters are not to be used as nail pullers or pry bars.
- Cutter jaws should have the hardness specified by the manufacturer for the particular kind of material to be cut.
- By adjustment of the bumper stop behind the jaws, cutting edges are to be set to have a clearance of 0.003 inch when closed.

#### Miscellaneous Cutting Hand Tools

##### Scrapers, Knives, Scalpels/X-acto Knives, & Box Cutters

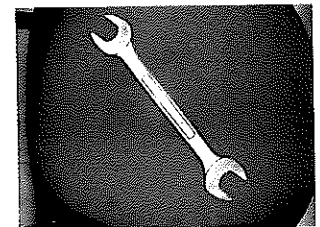
- These tools are to be kept sharp and in good condition.
- The principal hazard in the use of knives is that hands may slip from the handle onto the blade or that the knife may strike the body or the free hand.
- A handle guard or a finger ring (and swivel) on the handle





eliminates these hazards and is required to be used.

- The use of gloves are required when using box cutters
- Never carry a sheathed knife on the front part of a belt, but carry it over the right or left hip, toward the back. This will prevent severing a leg artery or vein in case of a fall.
- Knives should be stored safely and must never be left lying on benches or in other places such as being hidden under a product, under scrap paper or wiping rags, or among other tools in work boxes or drawers where they may cause hand injuries. Safe placing and storing of knives is one of the most important keys to knife safety.
- Supervisors must make certain that employees who handle knives have ample room in which to work so they are not in danger of being bumped by other employees.
- Knives are to be kept separate from other tools to protect the cutting edge of the knife as well as to protect the employee.
- Horseplay such as throwing knives, "fencing", trying to cut objects into smaller and smaller pieces, and similar practices are prohibited around any knife operations.
- Supervisors shall assure that nothing is cut that requires excessive pressure on the knife.
- Knives shall not be used as a substitute for can openers, screwdrivers, or ice picks.

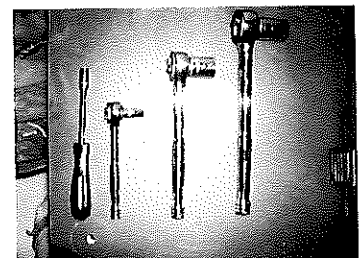


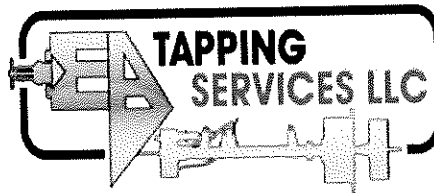
#### Open-End or Box Wrenches

- Open-end or box wrenches shall be inspected to make sure that they fit properly and that the jaws are not sprung or cracked.
- When defective, the wrench is required to be taken out of service until repaired.

#### Socket Wrenches

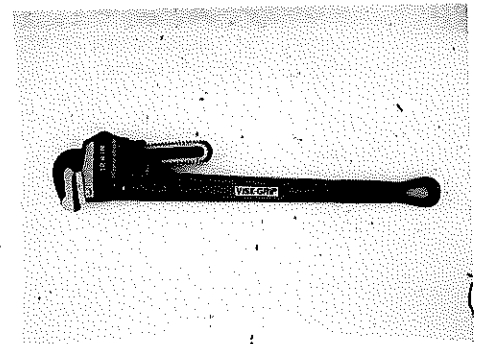
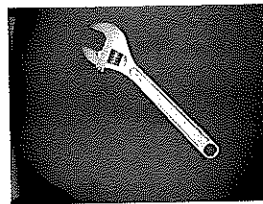
- Socket wrenches are safer to use than adjustable or open-end wrenches.
- Socket wrenches give great flexibility in hard-to-reach places.





### Adjustable Wrenches

- Adjustable wrenches are used for many purposes, but are not intended to take the place of standard open-end, box or socket wrenches.
- They are used mainly for nuts and bolts that do not fit a standard wrench.
- Pressure is always applied to the fixed jaw.

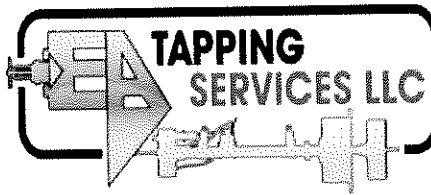


### Pipe Wrenches

- Pipe wrenches, both straight and chain tong, shall have sharp jaws and be kept clean to prevent slipping.
- The adjusting nut of the wrench is to be inspected frequently, and taken out of service if cracked. A cracked nut may break under strain, causing complete failure of the wrench and possible injury to the user.
- A piece of pipe (also called a 'cheater') slipped over the handle will not be used to give added leverage because this can strain a pipe wrench to the breaking point.
- The handle of every wrench is designed to be long enough for the maximum allowable safe pressure.
- A pipe wrench should never be used on nuts or bolts, the corners of which will break the teeth of the wrench, making it unsafe to use on pipe and fittings, and it also damages the nuts/bolts.
- A pipe wrench shall not be used on valves, struck with a hammer, nor used as a hammer.

Pliers Side-cutting pliers sometimes cause injuries when short ends of wires are cut.

- A guard over the cutting edge and the use of safety glasses will help prevent eye injuries.
- Pliers shall not be used as a substitute for a wrench.

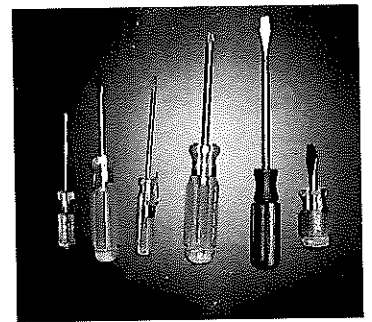


### Special Cutters for Banding Wire/Strap

- Special cutters include those for cutting banding wire and strap. Claw hammers and pry bars shall not be used to snap metal banding material.

### Screwdrivers

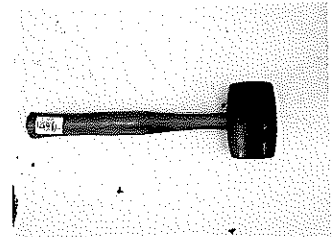
- The practice of using screwdrivers for punches, wedges, pinch bars, or pry-bars shall not be allowed.
- Cross-slot (Phillips head) screwdrivers are safer than the square bit type, because they have fewer tendencies to slip. The tip must be kept clean and sharp, however, to permit a good grip on the head of the screw.
- The part to be worked upon must never be held in the hands; it should be laid on a bench or flat surface or held in a vise.
- No screwdriver used for electrical work shall have the blade or rivet extending through the handle. Both blade and handle shall be insulated except at the tip.



### Shock Tools

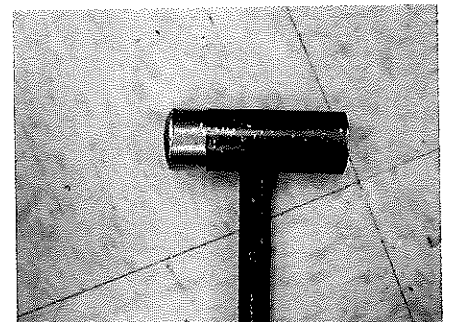
#### Hammers

- A hammer is to have a securely wedged handle suited to the type of head used. The handle shall be smooth, without cracks or splinters, free of oil, shaped to fit the hand, and of the specified size and length. Employees shall be warned against using a steel hammer on hardened steel surfaces. Instead, a soft-head hammer or one with a plastic, wood, or rawhide head should be used. Safety goggles or safety glasses shall be worn to protect against flying chips, nails, or scale.



#### Carpenter's or Claw Hammers

- The faces shall be kept well dressed at all





- times to reduce the hazard of flying nails while they are being started into a piece of wood.
- A checker-faced head is sometimes used to reduce this hazard.

### **POWER TOOL PRECAUTIONS OSHA 1926.302**

Power tools can be hazardous when improperly used. There are several types of power tools, based on the power source they use: electric, pneumatic, liquid fuel, hydraulic, and powder-actuated.

The following general precautions should be observed by power tool users:

- Never carry a tool by the cord or hose.
- Never yank the cord or the hose to disconnect it from the receptacle.
- Keep cords and hoses away from heat, oil, and sharp edges.
- Cords are required to be free of frays/cuts. If the cord is damaged, the equipment shall be removed from service immediately.
- Disconnect tools when not in use, before servicing, and when changing accessories such as blades, bits and cutters.
- All observers should be kept at a safe distance away from the work area.
- Secure work with clamps or a vise, freeing both hands to operate the tool.
- Avoid accidental starting. The employee should not hold a finger on the switch button while carrying a plugged-in tool.
- Tools should be maintained with care. They should be kept sharp and clean for the best performance. Follow instructions in the user's manual for lubricating and changing accessories.
- Be sure to keep good footing and maintain good balance.



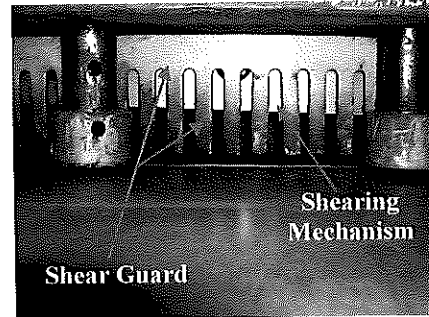
- The proper apparel should be worn. Loose clothing, ties, or jewelry will not be worn while using power tools as they can become caught in moving parts.

All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use".

### **GUARDS OSHA 1910.243**

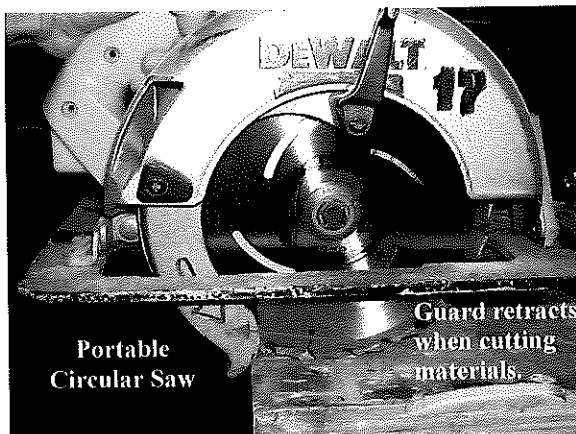
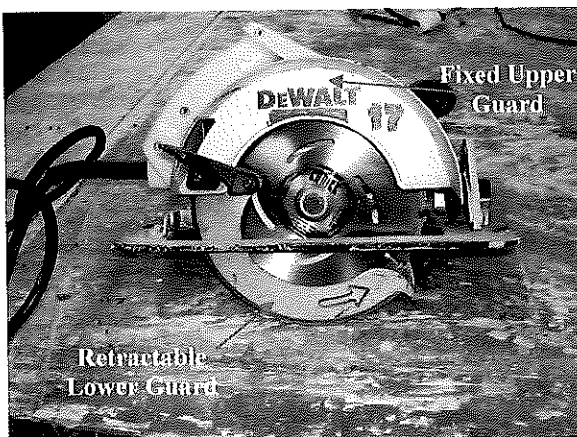
Hazardous moving parts of a power tool need to be safeguarded. For example, belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains, or other reciprocating, rotating, or moving parts of equipment must be guarded if such parts are exposed to contact by employees. Guards, as necessary, should be provided to protect the operator and others from the following:

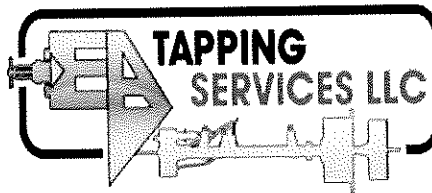
- point of operation,
- in-running nip points,
- rotating parts, and
- flying chips and sparks.



Safety guards shall never be removed when a tool is being used.

Example with pictures to illustrate: A portable circular saws must be equipped with guards. An upper guard must cover the entire blade of the saw. A retractable lower guard must cover the teeth of the saw, except when it makes contact with the work material. The lower guard must automatically return to the covering position when the tool is withdrawn from the work.





## SAFETY SWITCHES

The following tools are required to be equipped with a constant pressure switch or control that will shut off the power when the pressure is released if they do not have a positive accessory holding means:

- All hand-held powered circular saws having a blade diameter greater than 2 inches.
- Electric, hydraulic or pneumatic chain saws.
- Percussion tools.

**\*\*All hand-held gasoline powered chain saws shall be equipped with a constant pressure throttle control that will shut off the power to the saw chain when the pressure is released.**

The following tools are required to be equipped with a constant pressure switch or control, and may have a lock-on control provided that turnoff can be accomplished by a single motion of the same finger or fingers that turn it on:

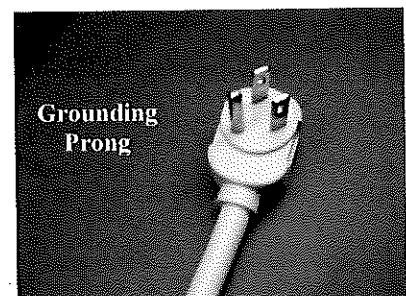
- All hand-held powered drills.
- Tappers.
- Fastener drivers.
- Horizontal, vertical, and angle grinders with wheels greater than 2 inches in diameter.
- Disc sanders with discs greater than 2 inches in diameter.
- Belt sanders, reciprocating saws, saber, scroll, and jig saws with blade shanks greater than a nominal one-fourth inch (1/4").
- Other similarly operating powered tools shall.

Other hand-held powered tools such as circular saws having a blade diameter greater than 2 inches, chain saws, and percussion tools without positive accessory holding means must be equipped with a constant pressure switch that will shut off the power when the pressure is released.

## ELECTRIC TOOLS

Employees using electric tools must be aware of several dangers. The most serious of these dangers is the possibility of electrocution.

Among the chief hazards of electric-powered tools are burns and slight shocks which can lead to serious injuries or even heart failure. Under certain conditions, even a small amount of current







can result in fibrillation of the heart and eventual death. A shock also can cause the user to fall off a ladder or other elevated work surface.

To protect the user from shock, tools must have a three-wire cord with a ground prong and be grounded, double insulated, or powered by a low-voltage isolation transformer.

**Three-wire cords:** These cords contain two current-carrying conductors and a grounding conductor. One end of the grounding conductor connects to the tool's metal housing. The other end is grounded through a prong on the plug. Anytime an adapter is used to accommodate a two-hole receptacle, the adapter wire must be attached to a known ground. The third prong should never be removed from the plug.

**Double insulation:** This is a more convenient method. The user and the tools are protected in two ways: by normal insulation on the wires inside, and by a housing that cannot conduct electricity to the operator in the event of a malfunction.

The following general practices should be followed when using electric tools:

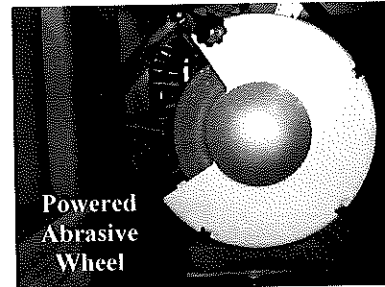
- Electric tools should be operated within their design limitations.
- Gloves and safety footwear are recommended during use of electric tools.
- When not in use, tools should be stored in a dry place.
- Electric tools should not be used in damp or wet locations.
- Work areas should be well lighted.
- Frayed cords are required to be taken out of service and replaced.
- Electric cords shall be inspected periodically and kept in good condition. Heavy-duty plugs that clamp to the cord should be used to prevent strain on the current-carrying parts, if the cord is accidentally pulled.
- Although no guards are available for drill bits, some protection is afforded if drill bits are carefully chosen for the work to be done, such as being no longer than necessary to do the work.
- Where the operator must guide the drill by hand, the drill is required to be equipped with a sleeve that fits over the drill bit. Oversized bits shall not be ground down to fit small electric drills; instead, an adapter should be used that will fit the large bit and provide extra power through a speed reduction gear; however this again is an indication of improper drill size. When drills are used, the pieces of work are to be clamped or anchored to prevent whipping.
- Electric saws are usually well guarded by the manufacturer, but employees must be trained to use the guard as intended. The guard should be checked frequently to be sure that it operates freely and encloses the teeth completely when it is cutting.



- Circular saws shall not be jammed or crowded into the work. The saw is to be started and stopped outside the work.

## POWERED ABRASIVE WHEEL TOOLS

Powered abrasive grinding, cutting, polishing, and wire buffing wheels create special safety problems because they may throw off flying fragments.



Before an abrasive wheel is mounted, it should be inspected closely and sound- or ring-tested to be sure that it is free from cracks or defects. To test, wheels should be tapped gently with a light non-metallic instrument. If they sound cracked or dead, they could fly apart in operation and so must not be used. A sound and undamaged wheel will give a clear metallic tone or "ring."

To prevent the wheel from cracking, the user should be sure it fits freely on the spindle. The spindle nut must be tightened enough to hold the wheel in place, without distorting the flange. Follow the manufacturer's recommendations. Care must be taken to assure that the spindle wheel will not exceed the abrasive wheel specifications.

Due to the possibility of a wheel disintegrating (exploding) during start-up, the employee should never stand directly in front of the wheel as it accelerates to full operating speed.

Portable grinding tools need to be equipped with safety guards to protect employees not only from the moving wheel surface, but also from flying fragments in case of breakage.

In addition, when using a powered grinder:

- Always use eye protection.
- Turn off the power when not in use.
- Never clamp a hand-held grinder in a vise.

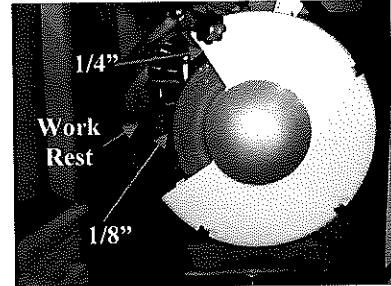
## ABRASIVE WHEEL USE:

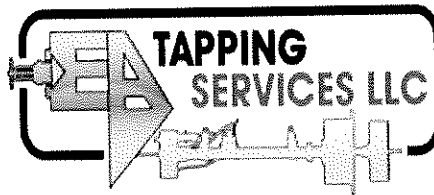
- Floor stand and bench mounted abrasive wheels, used for external grinding shall be provided with safety guards (protection hoods). The maximum regular exposure of the grinding wheel periphery and sides shall be not more than 90 degrees except that, when work requires contact with the wheel below the horizontal plane of the spindle, the angular exposure shall not exceed 125 degrees.



Safety guards shall be strong enough to withstand the effect of a bursting wheel.

- Floor and bench-mounted grinders shall be provided with work rests which are rigidly supported and readily adjustable. Such work rests shall be kept at a distance not to exceed one-eighth inch (1/8") from the surface of the wheel.
- The top of the guard that covers the abrasive wheel should be no more than one-quarter inch (1/4") from the abrasive wheel.
- Cup type wheels used for external grinding shall be protected by either a revolving cup guard or a band type guard. All other portable abrasive wheels used for external grinding shall be provided with safety guards (protection hoods), except as follows:
  - When the work location makes it impossible, a wheel equipped with safety flanges shall be used.
  - When wheels 2 inches or less in diameter which are securely mounted on the end of a steel mandrel are used.
- Portable abrasive wheels used for internal grinding shall be provided with safety flanges (protection flanges) except as follows:
  - When wheels 2 inches or less in diameter which are securely mounted on the end of a steel mandrel are used.
  - If the wheel is entirely within the work being ground while in use.
- When safety guards are required, they shall be so mounted as to maintain proper alignment with the wheel, and the guard and its fastenings shall be of sufficient strength to retain fragments of the wheel in case of accidental breakage. The maximum angular exposure of the grinding wheel periphery and sides shall not exceed 180°.
- When safety flanges are required, they shall be used only with wheels designed to fit the flanges. Only safety flanges, of a type and design and properly assembled so as to ensure that the pieces of the wheel will be retained in case of accidental breakage, shall be used.
- All abrasive wheels shall be closely inspected and ring-tested before mounting to ensure that they are free from cracks and defects.
- Grinding wheels shall fit freely on the spindle and shall not be forced on. The spindle nut shall be tightened only enough to hold the wheel in place.
- All employees using abrasive wheels shall wear Personal Protective Equipment specified below:





## PNEUMATIC TOOLS

Pneumatic tools are powered by compressed air and include chippers, drills, nail/staple/screw 'guns', hammers, and sanders.

There are several dangers encountered in the use of pneumatic tools. The main one is the danger of getting hit by one of the tool's attachments or by some kind of fastener the employee is using with the tool.

Eye protection is required and face protection is required for employees working with pneumatic tools.

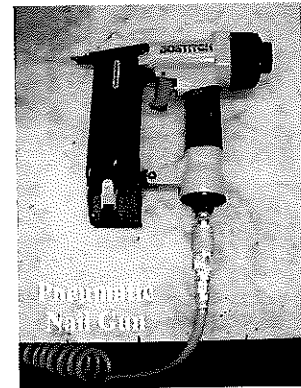
Noise is another hazard. Working with noisy tools such as jackhammers requires proper use of hearing protection.

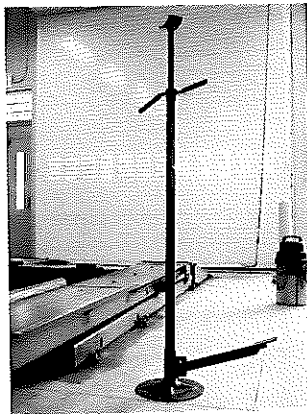
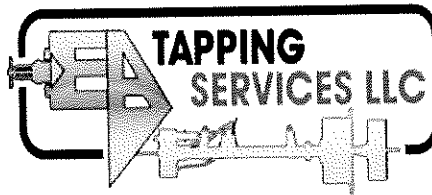
When using pneumatic tools, employees must check to see that they are fastened securely to the hose to prevent them from becoming disconnected. A short wire or positive locking device attaching the air hose to the tool will serve as an added safeguard.

A safety clip or retainer must be installed to prevent attachments, such as chisels on a chipping hammer, from being unintentionally shot from the barrel.

Compressed air guns should never be pointed toward anyone. Users should never "dead-end" it against themselves or anyone else.

- The operating trigger on portable hand-operated utilization equipment shall be so located as to minimize the possibility of its accidental operation and shall be arranged to close the air inlet valve automatically when the pressure of the operator's hand is removed.
- All pneumatically nail guns, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 p.s.i. at the tool shall have a safety device on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in contact with the work surface.
- Compressed air shall not be used for cleaning purposes except with an air blow gun limited to 30 p.s.i. static pressure at the outlet nozzle and then only with effective chip guard and personal protective equipment.
- The manufacturer's safe operating pressure for hoses, pipes, valves, filters, and other fitting shall not be exceeded.
- The use of hoses for hoisting or lowering tools shall not be permitted.
- All hoses exceeding 1/2-inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.





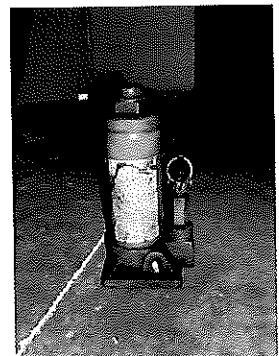
## JACKS

All jacks - lever and ratchet jacks, screw jacks, and hydraulic jacks - must have a device that stops them from jacking up too high. Also, the manufacturer's load limit must be permanently marked in a prominent place on the jack and should not be exceeded.

A jack should never be used to support a lifted load. Once the load has been lifted, it must immediately be blocked up. Use wooden blocking under the base if necessary to make the jack level and secure. If the lift surface is metal, place a 1-inch-thick hardwood block or equivalent between it and the metal jack head to reduce the danger of slippage.

To set up a jack, make certain of the following:

- The base rests on a firm level surface.
- The jack is correctly centered.





- The jack head bears against a level surface.
- The lift force is applied evenly.

Proper maintenance of jacks is essential for safety. All jacks must be inspected monthly and before each use and lubricated regularly. If a jack is subjected to an abnormal load or shock, it should be thoroughly examined to make sure it has not been damaged. Hydraulic jacks exposed to freezing temperatures must be filled with adequate antifreeze liquid.





# EA Tapping Services LLC

## Written Hazard Communication Program

### General

The following hazard communication program has been established for EA TAPPING SERVICES LLC. This program will be available for review by all employees.

### Hazard Determination

EA Tapping Services LLC will rely on material safety data sheets obtained from product suppliers to meet hazard determination requirements.

### Labeling

- Paul Hogrefe will be responsible for seeing that all containers entering the workplace are properly labeled.
- All labels shall be checked for:
  - Identity of the material.
  - Appropriate hazard warning for the material.
  - Name and address of the responsible party. (Only if the container is received from the manufacturer, distributor, or importer.)
- Paul Hogrefe shall be responsible for ensuring that all portable containers used in their work area are labeled with the appropriate identity and hazard warning.

### Material Safety Data Sheets (MSDSs)

- Paul Hogrefe will be responsible for compiling and maintaining the master MSDS file. The file will be kept in/at 135 Mingo Trail Longwood, FL 32750
- Additional copies of MSDS's for employee use are located in/at Front office.
- All maintenance/ work trucks will keep a MSDS book available



- MSDS's will be available for review to all employees during each work shift. Copies will be available upon request.
- Posters identifying the person responsible for maintaining MSDS's and where the MSDS's are located are posted at employee locker area and by state employment posters. Posters notifying employees when new or revised MSDS's are received will be located in the same location(s). Mandatory meeting will be held when a new product is introduced into service.
- If a required MSDS is not received, Paul Hogrefe or operation manager the supplier will be contacted, in writing, to request the MSDS from the supplier.

### **Employee Information and Training**

- Paul Hogrefe shall coordinate and maintain records of employee hazard communication training, including attendance rosters.
- Before their initial work assignment, each **new employee** will attend a hazard communication training class. The class will provide the following information and training:

#### Information:

1. The requirements of the Hazard Communication Standard
2. All operations in their work area where hazardous chemicals are present
3. Location and availability of the written hazard communication program, the list of hazardous chemicals, and the MSDS

#### Training:

1. Methods and observations that can be used to detect the presence or release of hazardous chemicals in the work area
  2. Physical and health hazards of the hazardous chemicals
  3. Measures the employees should take to protect from these hazards
  4. Details of the hazard communication program--including explanation of labeling system and MSDS's and how employees can obtain and use hazard information
- The employee shall be informed that:
    - The employer is prohibited from discharging, or discriminating against, an employee who exercises his/her rights to obtain information regarding hazardous chemicals used in the workplace.
  - Before any new physical or health hazard is introduced into the workplace, each employee who may be exposed to the substance will be given information in the same manner as during the hazard communication training class.





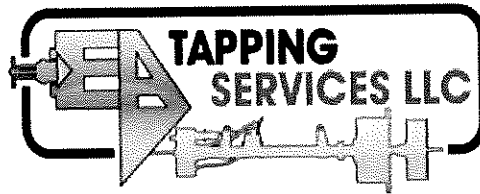
### **Hazardous Non-routine Tasks**

- Occasionally, employees are required to perform non-routine tasks (i.e., enter confined spaces, etc.). Prior to starting work in such areas, each employee will be given information about the hazards of the area or procedure. Information will be provided contractor prior to any work being performed. This information will include:
  - Specific chemical hazards.
  - Protection/safety measures the employee can take to lessen risks of performing the task.
  - Measures the company has taken to eliminate or control the hazard, including:
    - air monitoring,
    - ventilation requirements,
    - use of respirators,
    - use of attendants to observe procedures, and emergency procedures.
    - It is the policy of EA Tapping Services LLC that no employee will begin the performance of a non-routine task without first receiving appropriate safety and health training.
- Hazardous non-routine tasks we have at our facility include: List hazardous non-routine tasks.  
**Cleaning of office, floor scrubbing, window cleaning, shop sweeping**

### **Multi-Employer Worksites -- Informing Contractors**

- If our company exposes any employee of another employer to any hazardous chemicals that we produce, use, or store, the following information will be supplied to that employer:
  - The hazardous chemicals they may encounter.
  - Measures their employees can take to control or eliminate exposure to the hazardous chemicals.
  - The container and pipe labeling system used on-site.
  - Where applicable MSDSs can be reviewed or obtained.
- Periodically, our employees may potentially be exposed to hazardous chemicals brought on our site by another employer. When this occurs we will obtain from that employer information pertaining to the types of chemicals brought on-site, and measures that should be taken to control or eliminate exposure to the chemicals.
- It is the responsibility of the site supervisors to ensure that such information is provided and/or obtained prior to any services being performed by the off-site employer. To ensure that this is done the following mechanism will be followed:
- List all method(s) used to ensure the required information is provided or obtained.

Job safety assessments will be conducted daily, all employees must sign off



prior to starting any operation EA tapping will require contractor to supply all hazardous information regarding job site

### **Pipes and Piping Systems**

Information on the hazardous contents of pipes and piping systems will be identified by: List means of identification for pipes and piping systems (i.e., label, sign, placard, written operating instructions, process sheet, batch ticket, etc.). Natural gas, steam and compressed air lines (with pressures exceeding 25 psig) must be identified in all industrial facilities. ANSI A13.1-1981 recommends the following colorations: blue for low-medium pressure oxygen and compressed air lines, yellow for variable-high pressure oxygen and compressed air lines, and yellow for acetylene and natural gas lines.

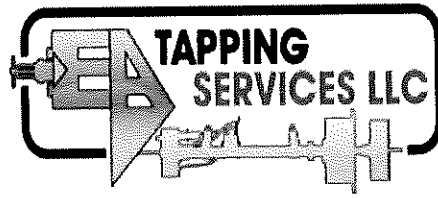
### **List of Hazardous Chemicals**

A list of all hazardous chemicals used by EA Tapping Services LLC is attached to this document. Further information regarding any of these chemicals can be obtained by reviewing its respective MSDS.

*Materials which can be purchased by the ordinary household consumer, and which are used in the same fashion and amount as by the ordinary household consumer, are not required to be included in this list. (It is suggested that you maintain a separate list of all materials you consider to be "consumer use" materials.)*

## **Hazardous Chemical List**

Hazardous Chemical (same name as on container label and MSDS)



# **Written Program**

**for**

# **Excavation- Trenching-Shoring Safety**

Revised July 9,2010



**1926, Subpart P  
Table of Contents  
Excavation Safety Program**

- I. Objective
- II. Assignment of Responsibility
  - A. Employer
  - B. Program Manager
  - C. Employees
- III. Training
  - A. Training Schedule
  - B. Training Components
  - C. Training and Duties of Program Manager
- IV. Excavation Requirements
  - A. Utilities and Pre-Work Site Inspection
  - B. Surface Encumbrances
  - C. Underground Installations
  - D. Protection of the Public
  - E. Protection of Employees
  - F. Exposure to Vehicular Traffic
  - G. Exposure to Falling Loads
  - H. Warning System for Mobile Equipment
  - I. Hazardous Atmospheres
  - J. Personal Protective Equipment
  - K. Walkways and Guardrails
  - L. Protection from Water Accumulation Hazards
  - M. Stability of Adjacent Structures
  - N. Protection from Falling Objects and Loose Rocks or Soil
  - O. Inspection by Program Manager
- V. Protective System Requirements
  - A. Protection of Employees
  - B. Design of Sloping and Benching Systems
  - C. Design of Support, Shield, and Other Protective Systems
  - D. Materials and Equipment
  - E. Installation and Removal of Supports
  - F. Sloping and Benching Systems
  - G. Shield Systems
- VI. Accident Investigations
- VII. Changes to Program
- VIII. Glossary



**Excavation Safety Program  
for  
EA TAPPING SERVICES LLC**

**I. OBJECTIVE**

This Excavation Safety Program has been developed to protect employees from safety hazards that may be encountered during work in trenches and excavations. This program is intended to assure that:

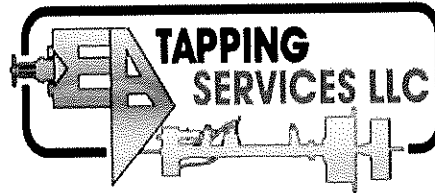
- A. Employees who perform work in excavations are aware of their responsibilities and know how to perform the work safely. EA Tapping Services LLC has appointed one or more individuals within the company to assure compliance with the requirements of this program.
- B. The responsibilities of Jeff Hogrefe and Danny Richardson and workers are clearly detailed.
- C. All persons involved in excavation and trenching work have received appropriate training in the safe work practices that must be followed when performing this type of work.

**II. ASSIGNMENT OF RESPONSIBILITY**

A. Employer

In administering the Excavation Safety Program Jeff Hogrefe will:

1. Monitor the overall effectiveness of the program.
2. Provide atmospheric testing and equipment selection as needed.
3. Provide personal protective equipment as needed.
4. Provide protective systems as needed.
5. Provide training to affected employees and supervisors.
6. Provide technical assistance as needed.
7. Preview and update the program on at least an annual basis, or as needed.



#### B. Program Manager

The Paul Hogrefe acts as the competent person for EA Tapping in reference to this program, and must assure that:

1. The procedures described in this program are followed.
2. Employees entering excavations or trenches are properly trained and equipped to perform their duties safely.
3. All required inspections, tests, and recordkeeping functions have been performed.

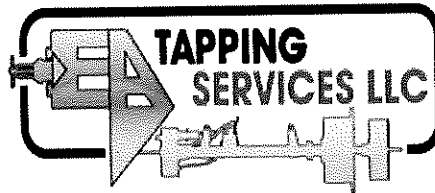
#### C. Employees

All employees, who work in or around excavations and trenching must comply with the requirements of this program. Employees are responsible for reporting hazardous practices or situations to management, as well as reporting incidents that cause injury to themselves or other employees.

### III. TRAINING

#### A. Training Schedule

1. All personnel involved in trenching or excavation work shall be trained in the requirements of this program by Paul Hogrefe with assistance from the appropriate supervisors.
2. Training shall be performed before employees are assigned duties in excavations.
3. Retraining will be performed when work site inspections indicate that an employee does not have the necessary knowledge or skills to safely work in or around excavations, or when changes to this program are made.
4. Training records will be maintained by Jamie Hogrefe, and shall include:
  - a. date of the training program;
  - b. name(s) of the instructor(s) who conducted the training;
  - c. a copy of the written material presented; and
  - d. name(s) of the employee(s) who received the training.



B. Training Components

The training provided to all personnel who perform work in trenching shall include:

5. The work practices that must be followed during excavating or working in excavations.
6. The use of personal protective equipment that will typically be required during work in excavations, including but not limited to safety shoes, hardhats, and fall protection devices.
7. Procedures to be followed if a hazardous atmosphere exists or could reasonably be expected to develop during work in an excavation.
8. The OSHA Excavation Standard, 29 CFR 1926, Subpart P.
9. Emergency and non-entry rescue methods, and the procedure for calling rescue services.
10. Policy on reporting incidents that cause injury to employees.

B. Training and Duties of Program Manager

The Program Manager, Jeff Hogrefe , shall receive the training detailed in this program as well as training on the requirements detailed in the OSHA Excavation Standard. The Program Manager shall:

1. Coordinate, actively participate in, and document the training of all employees affected by this program.
2. Ensure on a daily basis, or more often as detailed in this program, that worksite conditions are safe for employees to work in excavations.
3. Determine the means of protection that will be used for each excavation project.
4. Ensure, if required, that the design of a protective system has been completed and approved by a registered professional engineer before work begins in an excavation.
5. Make available a copy of this program and the OSHA Excavation Standard to any employee who requests it.



#### C. Underground Installations

1. The location of sewer, telephone, fuel, electric, water, or any other underground installations or wires that may be encountered during excavation work shall be determined and marked prior to EA Tapping Services LLC begins any work. Arrangements shall be made as necessary by The contractor with the appropriate utility entity for the protection, removal, shutdown, or relocation of underground installations.
2. If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.
3. Excavation shall be done in a manner that does not endanger the underground installations or the employees engaged in the work. Utilities left in place shall be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

#### D. Protection of the Public

Barricades, walkways, lighting, and posting shall be provided by the contractor as necessary for the protection of the public prior to the start of any operation.

1. Guardrails, fences, or barricades shall be provided on excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Warning lights or other illumination shall be maintained as necessary for the safety of the public and employees from sunset to sunrise.
2. Wells, holes, pits, shafts, and all similar hazardous excavations shall be effectively barricaded or covered and posted as necessary to prevent unauthorized access.
3. Walkways or bridges protected by standard guardrails shall be provided where employees and the general public are permitted to cross over excavations. Where workers in the excavation may pass under these walkways or bridges, a standard guardrail and toeboard shall be used to prevent the hazard of falling objects. Information on the requirements for guardrails and toeboards may be obtained by contacting the contractor.

#### E. Protection of Employees

Stairs, ladders, or ramps shall be provided at excavation sites where employees are required to enter trench excavations over four (4) feet deep. The maximum





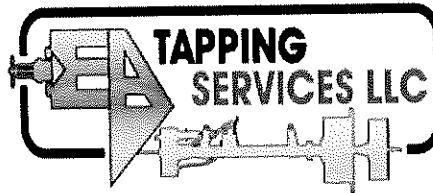
distance of lateral travel (along the length of the trench) necessary to reach the means of egress shall not exceed 25 feet.

#### 1. Structural Ramps

- a. Structural ramps used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a person qualified in structural design, and shall be constructed in accordance with the design.
- b. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent movement or displacement.
- c. Structural members used for ramps and runways shall be of uniform thickness.
- d. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
- e. Structural ramps used in place of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

#### 2. Ladders

- a. When portable ladders are used, the ladder side rails shall extend a minimum of three (3) feet above the upper surface of the excavation.
- b. Ladders shall have nonconductive side rails if work will be performed near exposed energized equipment or systems.
- c. Two or more ladders, or a double-cleated ladder, will be provided where 5 or more employees will be conducting work in an excavation where ladders serve as the primary means of egress, or where ladders serve two-way traffic.
- d. Ladders will be inspected prior to use for signs of damage or defects. Damaged ladders will be removed from service and marked with "Do Not Use" until repaired.



e. Ladders shall be used only on stable and level surfaces unless secured. Ladders placed in any location where they can be displaced by workplace activities or traffic shall be secured, or barricades shall be used to keep these activities away from the ladders.

f. Non self-supporting ladders shall be positioned so that the foot of the ladder is one-quarter of the working length away from the support.

g. Employees are not permitted to carry any object or load while on a ladder that could cause them to lose their balance and fall.

#### F. Exposure to Vehicular Traffic

Employees exposed to vehicular traffic shall be provided with, and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material. Warning vests worn by flagmen shall be red or orange, and shall be reflectorized material if worn during night work. Emergency lighting, such as spotlights or portable lights, shall be provided as needed to perform work safely.

#### G. Exposure to Falling Loads

No employee is permitted underneath loads being handled by lifting or digging equipment. Employees are required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles provide adequate protection for the operator during loading and unloading operations.

#### H. Warning System for Mobile Equipment

A warning system shall be used when mobile equipment is operated adjacent to the edge of an excavation if the operator does not have a clear and direct view of the edge of the excavation. The warning system shall consist of barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

#### I. Hazardous Atmospheres

The hiring contractor will test the atmosphere in excavations over four (4) feet deep if a hazardous atmosphere exists or could reasonably be expected to exist. A

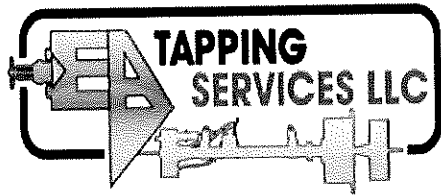


hazardous atmosphere could be expected, for example, in excavations in landfill areas, or near areas containing gas pipelines.

1. Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or forced ventilation of the workspace.
2. Forced ventilation or other effective means shall be used to prevent employee exposure to an atmosphere containing a flammable gas in excess of ten (10) percent of the lower flammability limit of the gas.
3. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, continuous air monitoring will be performed by the hiring contractor. The device used for atmospheric monitoring shall be equipped with an audible and visual alarm.
4. Atmospheric testing will be performed using a properly calibrated direct reading gas monitor. Direct reading gas detector tubes or other acceptable means may also be used to test potentially toxic atmospheres.
5. Each atmospheric testing instrument shall be calibrated by the contractor on a schedule and in the manner recommended by the manufacturer. **EA Services LLC will receive a copy of all calibrations**  
In addition:
  - a. Any atmospheric testing instrument that has not been used within 30 days shall be recalibrated prior to use.
  - b. Each atmospheric testing instrument shall be calibrated at least every six (6) months.
6. Each atmospheric testing instrument will be field checked immediately prior to use to ensure that it is operating properly.

#### J. Personal Protective Equipment

1. All employees working in trenches or excavations shall wear approved hardhats and steel-toed shoes or boots.
2. Employees exposed to flying fragments, dust or other materials produced by drilling, sawing, sanding, grinding, and similar operations shall wear approved safety glasses with side shields.



3. Employees performing welding, cutting, or brazing operations, or are exposed to the hazards produced by these tasks, shall wear approved spectacles or a welding faceshield or helmet
4. Employees entering bell-bottom pier holes or other similar deep and confined footing excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.
5. Employees shall wear, approved gloves or other suitable hand protection.
6. Employees using or working in the immediate vicinity of hammer drills, masonry saws, jackhammers, or similar high-noise producing equipment shall wear suitable hearing protection
7. Each employee working at the edge of an excavation six (6) feet or more deep shall be protected from falling. Fall protection shall include guardrail systems, fences, barricades, covers, or a tie-back system meeting OSHA requirements
8. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, and a basket stretcher, shall be made readily available by the contractor where hazardous atmospheric conditions exist or may develop during work in a trenching operation. This equipment shall be attended when in use. Only personnel who have received approved training and have appropriate equipment shall attempt retrieval that would require entry into a hazardous atmosphere. If entry into a known hazardous atmosphere must be performed, then EA Tapping Services LLC shall be given advance notice so that the hazards can be evaluated and contractor provided rescue personnel placed on standby if necessary.

#### K. Walkways and Guardrails

Walkways shall be provided where employees or equipment are permitted to cross over excavations. Guardrails shall be provided where walkways, accessible only to on-site project personnel, are six (6) feet or more above lower levels.

#### L. Protection from Water Accumulation Hazards

1. Employees are not permitted to work in excavations that contain or are accumulating water unless precautions have been taken to protect them from the hazards posed by water accumulation. Precautions may include



special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines.

2. If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a person trained in the use of that equipment.
3. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation. Precautions shall also be taken to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains shall be re-inspected by the site manager after each rain incident to determine if additional precautions, such as special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines, should be used.
4. The site manager shall inform affected workers of the precautions or procedures that are to be followed if water accumulates or is accumulating in an excavation

#### M. Protection from Falling Objects and Loose Rocks or Soil

1. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of:
  - a. scaling to remove loose material;
  - b. installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
  - c. benching sufficient to contain falling material.
2. Excavation personnel shall not be permitted to work above one another where the danger of falling rock or earth exists.
3. Employees shall be protected from excavated materials, equipment, or other materials that could pose a hazard by falling or rolling into open trenching.
4. Protection shall be provided by keeping such materials or equipment at least two (2) feet from the edge of excavations, by use of restraining



devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

5. Materials and equipment may, as determined by the competent person, need to be stored further than two (2) feet from the edge of the excavation if a hazardous loading condition is created on the face of the excavation work will stop until all safety precautions have been made through the contractor.

6. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.

#### N. Inspection by Program Manager

1. The Program Manager, the site manager and competent person if different, shall conduct daily inspections of excavations using the company's JHA, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted throughout the workday

2. Where the competent person finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmosphere, or other hazardous conditions, the condition will be reported documented and exposed employees shall be removed from the hazardous area until precautions have been taken to assure their safety.

3. The site manager shall maintain a written log of all JHA inspections conducted. This log shall include the date, work site location, results of the inspection, and a summary of any action taken to correct existing hazards.

### IV. PROTECTIVE SYSTEM REQUIREMENTS

#### A. Protection of Employees

1. Employees in an excavation shall be protected from cave-ins by using either an adequate sloping and benching system or an adequate support or protective system. The only exceptions are:

- a. excavations made entirely in stable rock; or
- b. excavations less than five (5) feet in depth where examination of the ground by competent person provides no indication of a potential cave-in.



2. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

## B. Design of Sloping and Benching Systems

The slope and configuration of sloping and benching systems shall be selected and constructed by the contracting company in accordance with the following options (EA Tapping Services LLC will receive a copy of all excavation plans for the job file)

### 1. Allowable configurations and slopes

- a. Excavations shall be sloped at an angle no steeper than one and one-half ( $1 \frac{1}{2}$ ) horizontal to one (1) vertical (34 degrees measured from the horizontal), unless one of the options listed below is used.
- b. Slopes shall be properly excavated depending on soil type as shown in 29 CFR 1926, Subpart P, Appendix B.

### 2. Determination of slopes and configurations using 29 CFR 1926, Subpart P, Appendices A and B

The maximum allowable slopes and allowable configurations for sloping and benching systems shall meet the requirements set forth in these appendices.

### 3. Designs using other tabulated data

The design of sloping or benching systems may be selected from, and shall be constructed in accordance with, other tabulated data, such as tables and charts. The tabulated data used must be in written form and include the following:

- a. Identification of the factors that affect the selection of a sloping or benching system.
- b. Identification of the limits of the use of the data, including the maximum height and angle of the slopes determined to be safe.
- c. Other information needed by the user to make correct selection of a protective system.



At least one copy of the tabulated data that identifies the registered professional engineer who approved the data shall be maintained at the jobsite during construction of the protective system

4. Design by a registered professional engineer

a. Sloping or benching systems designed in a manner other than those described in the preceding three options shall be approved by a registered professional engineer.

b. Designs shall be in written form and shall include at least the following information:

- i. the maximum height and angle of the slopes that were determined to be safe for a particular project; and
- ii. the identity of the registered professional engineers who approved the design.

c. At least one copy of the design shall be maintained at the jobsite while the slope is being constructed.

C. Design of Support, Shield, and Other Protective Systems

The design of support systems, shield systems, and other protective systems shall be selected and constructed by the contracting company in accordance with the following requirements:

1. Designs using 29 CFR 1926, Subpart P, Appendices A, C and D

a. Timber shoring in trenches shall be designed in accordance with the requirements of the OSHA guidelines.

b. Aluminum hydraulic shoring shall be designed in accordance with the manufacturer's tabulated data or the requirements of the OSHA guidelines.

2. Designs using manufacturer's tabulated data

a. Support systems, shield systems, and other protective systems designed from manufacturer's tabulated data shall be constructed and used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.





b. Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall be allowed only after the manufacturer issues specific written approval.

c. Manufacturer's specifications, recommendations, and limitations, as well as the manufacturer's written approval to deviate from the specifications, recommendations, and limitations, shall be kept in written form at the jobsite during construction of the protective system(s).

### 3. Designs using other tabulated data

Designs of support systems, shield systems, and other protective systems shall be selected from and constructed in accordance with tabulated data, such as tables and charts.

a. The tabulated data shall be in written form and shall include all of the following:

- i. identification of the factors that affect the selection of a protective system drawn from such data;
  - ii. identification of the limits of the use of such data;
- and
- iii. information needed by the user to make a correct selection of a protective system from the data.

At least one written copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system.

### 4. Design by a registered professional engineer

Support systems, shield systems, and other protective systems designed in a manner other than the preceding three options shall be approved by a registered professional engineer.

a. Designs shall be in written form and shall include:

- i. a plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
- ii. the identity of the registered professional engineer who approved the design.



At least one copy of the design shall be maintained at the jobsite during construction of the protective system.

#### D. Materials and Equipment

1. Materials and equipment used for protective systems shall be free from damage or defects that might affect their proper function.
2. Manufactured materials and equipment used for protective systems shall be used and maintained in accordance with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.
3. When materials or equipment used for protective systems are damaged, the damage will be reported and ensure that these systems are examined by the contractors competent person to evaluate suitability for continued use. If the competent person cannot assure that the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service. The material or equipment shall then be evaluated and approved by a registered professional engineer before being returned to service.

#### E. Installation and Removal of Supports

##### 1. General

- a. EA Tapping Services does not remove un-install any structures once work is completed. This section is used only for reference and training purposes
- b. Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other potential hazards.
- c. Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support systems.
- d. Individual members of the support systems shall not be subjected to loads exceeding those that they were designed to support.
- e. Removal of support systems shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly. If there is any indication of possible failure of the remaining



members of the structure or possible cave-in of the sides of the excavation, the work shall be halted until it can be examined

f. Backfilling shall progress in conjunction with the removal of support systems from excavations.

## 2. Additional Requirements

a. Excavation of material to a level no greater than two (2) feet below the bottom of the members of a support system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench. There shall be no indications of a possible loss of soil from behind or below the bottom of the support system while the trench is open.

b. Installation of a support system shall be closely coordinated with the excavation of trenches.

## F. Sloping and Benching Systems

Employees are not permitted to work above other employees in the faces of sloped or benched systems, except when employees at lower levels are protected from the hazards of falling, rolling, or sliding material or equipment.

## V. ACCIDENT INVESTIGATIONS

All incidents that result in injury to workers, as well as near misses, regardless of their nature, shall be reported and investigated. Investigations shall be conducted by the site manager as soon after an incident as possible to identify the cause and means of prevention to eliminate the risk of reoccurrence. (a copy of the report will be provided to the contractor upon request)

In the event of such an incident, the Excavation Safety Program shall be re-evaluated by Jeff Hogrefe or his assigned competent person to determine if additional practices, procedures, or training are necessary to prevent similar future incidents.

## VI. CHANGES TO PROGRAM

Any changes to the Excavation Safety Program shall be approved by Jeff Hogrefe, and shall be reviewed to determine additional practices, procedures, or training is needed to prevent injuries. Affected employees shall be notified of procedure changes, and trained if necessary. A copy of this program shall be maintained at the jobsite by the assigned site manager



## VII. GLOSSARY

**Accepted engineering practices:** the standards of practice required by a registered professional engineer.

**Aluminum hydraulic shoring:** a manufactured shoring system consisting of aluminum hydraulic cylinders (crossbraces) used with vertical rails (uprights) or horizontal rails (wales). This system is designed to support the sidewalls of an excavation and prevent cave-ins.

**Bell-bottom pier hole:** a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a bell shape.

**Benching system:** a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or more horizontal steps, usually with vertical or near-vertical surfaces between levels.

**Cave-in:** the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.

**Competent person:** a person who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards corrected.

**Cross braces:** the horizontal members of a shoring system installed from side to side of the excavation. The cross braces bear against either uprights or wales.

**Excavation:** any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

**Faces or sides:** the vertical or inclined earth surfaces formed as a result of excavation work.

**Failure:** the movement or damage of a structural member or connection that makes it unable to support loads.

**Hazardous atmosphere:** an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, that may cause death, illness, or injury.

**Kickout:** the accidental movement or failure of a cross brace.



**Program Manager:** the individual within the company who oversees excavation work and is responsible for assuring compliance with this program.

**Protective system:** a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

**Ramp:** an inclined walking or working surface that is used to gain access to one point from another. A ramp may be constructed from earth or from structural materials such as steel or wood.

**Sheeting:** the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

**Shoring system:** a structure that is built or put in place to support the sides of an excavation to prevent cave-ins.

**Sides:** see faces.

**Sloping system:** sloping the sides of an excavation away from the excavation to protect employees from cave-ins. The required slope will vary with soil type, weather, and surface or near surface loads that may affect the soil in the area of the trench (such as adjacent buildings, vehicles near the edge of the trench, etc.).

**Stable rock:** natural solid mineral material that can be excavated with vertical sides that will remain intact while exposed.

**Structural ramp:** a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

**Support system:** a structure used as underpinning, bracing or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

**Tabulated data:** tables and charts approved by a registered professional engineer and used to design and construct a protective system.

**Trench:** a narrow excavation (in relation to its height) made below the surface of the ground.

**Trench box or trench shield:** see shield.



**Uprights**: the vertical members of a trench shoring system placed in contact with the earth and usually positioned so the individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called **sheeting**.

**Wales**: horizontal members of a shoring system placed in the direction of the excavation face whose sides bear against the vertical members of the shoring system or earth (the uprights or sheeting).

# **Return-to-Work Program**

**Provided By  
EA Tapping Services, LLC**

## **INTRODUCTION**

An employee is injured in the course and scope of our operation: what is the impact, how can we control subsequent events surrounding the injury, how can we assist the injured employee in recovering from a traumatic experience, and how can we assist our insurance company in monitoring and executing the case. A "return-to-work" program is a viable mechanism that allows the employer to encourage and allow employees to return to work as soon as possible after injury. The return-to-work program is specifically designed for employees who sustain job-related injuries and illnesses that are receiving workers' compensation benefits. Many of the program elements are also usable for injuries sustained off the job.

The primary benefit of a return-to-work program is to control costs associated with workers' compensation. These costs are controlled by directly reducing the amount of time away from work, and ultimately reducing workers' compensation indemnity benefits (lost wages) paid by our insurance company. This program emphasizes employer/employee efforts to quickly return the employee to the productive workforce. It emphasizes the employee's ability to return to the same or similar duties and tasks performed prior to the injury or to perform light duty tasks. The employees return to the job enhances productivity, reduces employee turnover, and reduces employee-related costs.

This guide will provide specific procedures that will assist in implementing a viable return-to-work program. These procedures will identify specific responsibilities and actions that should be taken by designated return-to-work coordinators, supervisors, and employees.

## **GOALS**

The primary goal of a return-to-work program is to assist employees who sustain an on the job injury or illness to return to work at the earliest possible time in a light duty or full duty capacity.

## **PRIMARY OBJECTIVES**

Considerations in implementing a viable return-to-work program are:

- To provide the employee with the necessary assistance to return to their normal work environment.

- To demonstrate the employer's concern for the employees well being and the desire for an early return to work. Timely communication with the injured employee is essential.
- To provide reasonable accommodation, whenever necessary and operationally feasible, to enable the employee to perform the essential functions of the job.

## **BENEFITS OF THE RETURN-TO-WORK PROGRAM**

The benefits of a viable return-to-work program are numerous.

### **Employer Benefits**

- Reduced workers' compensation costs. Insurance premiums are directly related to the cost of claims; a consistent reduction in claims costs will result in a corresponding reduction in insurance premium. **The early return to work of an employee, either light, modified or full duty, will result in a reduction of claims cost. The rejection of a light duty offer by an employee will also result in a reduction of benefits to the injured employee. The light duty position must be consistent with medical guidelines.**
- Goodwill is established between both the employee and, potentially, the public at large as the employer is viewed as one that cares for the employee.
- Increase operational productivity. Most employees are in highly skilled positions; the return of the employee to the pre-injury or temporary duty position will increase productivity in the respective functional area.
- The cost of hiring and training new or substitute employees is eliminated or reduced.
- Co-workers are not required to assume the workload of the injured employee. Overworking employees may have a compound effect of increasing the injury rate in an operation.

### **Employee Benefits**

- The employee may return to the pre-injury wage rate; this results in a reduced financial hardship. Pre-injury wage rates are approximately thirty percent higher than temporary income benefits obtained through the workers' compensation system.
- The stress and boredom that typically results in the recuperation phase of an injury is reduced when the employee returns to the work environment.
- There is a reduction in an employee's concern over continued employment with the company.
- A productive lifestyle results in an improved self-esteem, morale and personal security.
- The employee maintains the pre-injury relationship with fellow employees.



## **Return to Work: A Psychological Viewpoint**

The positive relationship between the employee and the employer should not be the result of a return-to-work program but should be the standard in the routine operation of the business. Employees that perceive themselves as integral and of value to an organization are more likely to endorse the program. A level of worth in an organization will result in improved employee self-esteem and a desire to return to pre-injury conditions.

Studies have shown that the sooner an employee returns to work, the more likely the employee will reestablish a full duty schedule and full productivity. The return to work need not be at the pre-injury position or pre-injury wage, but at a position that allows for continued work at a position that is consistent with the employee's ability to perform given the injury and medical direction. Studies have also illustrated that the longer the employee is off the job, the less likely the employee is to return to the place of employ or to a full duty status. When labor markets are tight and qualified applicants limited, the return of the employee to the operation is integral to a company's productivity. Establishing the trust and positive relationship between the employee and employer will reap rewards for both.

## **Elements of a Return-to-Work Program**

The following elements are generally incorporated into an early return-to-work program. These elements are not all-inclusive and may be modified to meet our company requirements. The elements must be in written format.

### **Employer Actions:**

- All departments must be participants in the program and must support the program. Cross utilization of personnel may assist when determining availability of "light duty" work.
- A thorough analysis is required on all workplace injuries to determine the root cause and to assist the insurance company claims adjusters and medical personnel with claims management.
- A thorough job assessment should be performed to determine associated hazards and corrective actions. Additionally, the assessment should identify the specific functions of the job and its physical requirements. This is important in pre-employment evaluations as well.
- The employer should identify those positions within the company that are suitable for light duty assignments. The physical requirements of the job should be documented to allow medical personnel to determine suitability.

- Designate a return-to-work coordinator that assists supervisors and the injured employee in returning to work. The coordinator must be methodical in applying the return-to-work program and must maintain thorough documentation of all actions. Information, the result of an injury, may be confidential and should be handled accordingly.
- The return-to-work program and participation in the program should be presented in the new employee orientation program. Additionally, the program should be reviewed with all employees annually. The coordinator should maintain documentation of this training.
- Early intervention and implementation of the return-to-work program is instrumental to the program's success. As soon as feasible, the employee's supervisor and the return-to-work coordinator should contact the injured employee to express concern over the employee's well being, to express a desire for a speedy recovery and return to work, and to determine any special employee needs. It is important to remember that the employee may be experiencing both a physical and emotional trauma. Physical from the incurred injury and emotional from the unknowns of not working.
- Close coordination is required between the return-to-work Coordinator and the injured employee's supervisor. The employer must ensure the information provided to the employee is accurate and does not conflict with other guidance.
- The employer should designate a medical facility/doctor that will treat all job-related injuries and illnesses. **Employees will be encouraged to utilize the company facility; however, employees can not be directed to use the facility. It is the employees right to select a doctor of their choosing.**
- The employer must ensure that the employee who has returned to work is performing in accordance with medical guidance. The employer should reemphasize the specific requirements with the employee and identify all limitations.

### **Employee Actions:**

- Employees will read the company policy on early return to work and will acknowledge understanding of the policy by signature. A copy of the signed policy will be given to the employee; the original will be filed with the EA Tapping Services, LLC.
- The employee has a responsibility to the employer to communicate the status of the injury and the expected date of return to work. The employee also has a responsibility to provide details of the injury and medical information to the assigned insurance company adjuster.

### **Definition of Return to Work Duty Assignments**

Return to work duty assignments are separated into three distinct categories: Full Duty, Modified Duty, and Light Duty.

- **Full Duty:** Full duty is the performance of all duties and requirements for which the employee is employed. The release to full duty indicates the employee can perform all essential and non-essential functions of the employee's hired position.
- **Modified Duty:** Modified duty is the performance of all essential functions of the pre-injury position with modifications to schedule or method of performance. The employee may perform only a portion of the assigned duties that are within the employee's current capabilities as outlined by the treating physician. Modified duty may include varying the hours of work, using mechanical means to assist performance, or using other employees to assist with job performance.
- **Light Duty:** Light duty is the performance of all essentials of a job or position other than that for which the person was hired. Light duty allows an employee to perform other duties and tasks that are permissible given medical limitations. These duties may or may not be at the permanent employment location. The light duty position offer should be for a specified time limit and at a specified rate. Light duty is a **temporary** assignment until the employee can resume the functions of the position for which employed. An example of light duty would be to use a Field Technician to train other employees, to maintain service department documentation, etc. Assigned tasks must be consistent with the medical release for light duty. The employer should maintain a catalog of potential light duty assignments that are applicable to a specific job specialty (e.g. technician, porter, parts warehouse, etc.). The availability of an assignment is dependent on business activity.

### **Forms:**

Standardized forms will be used to initiate the return-to-work program. The outlined forms are considered the minimum necessary to initiate a return-to-work program. Maintenance of the forms will reside with the return-to-work coordinator. This program complements the Florida Workers' Compensation Act and does not reduce or eliminate the employer's responsibility in accordance with the act and law.

- Tab A: Return-to-Work Policy
- Tab B: Return-to-Work Procedures
- Tab C: Return-to-Work Coordination Worksheet
- Tab D: Employee/Employer Communication Log
- Tab E: Return-to-Work Correspondence
  - Attachment One: Medical Light Duty Request Letter with Work Status Report
  - Attachment Two: Employer Offer of Light Duty



## **TAB A**

### **Return-to-Work Policy**

It is the policy of EA Tapping Services, LLC to provide a return-to-work program as the means to return employees to meaningful, productive employment following an on the job injury or illness. In order to provide the highest level of quality service to our customers, it is necessary for every employee of EA Tapping Services, LLC to be available for work, ready, and capable of performing the duties and responsibilities for which the employee was hired.

The return-to-work program provides opportunities for any employee of this company, who was injured in the course and scope of employment, to return to work at full duty. If the employee is not capable of returning to a full duty position, the return-to-work program provides opportunities when available for the employee to perform a temporary assignment in which the employee's regular position is modified to accommodate the employee's physical capacities, or to perform an alternate duty position.

This return-to-work program shall not be construed as recognition by EA Tapping Services, LLC, its management, or its employees that any employee who participates in the program has a disability as defined by the Americans with Disabilities Act of 1990. If an employee sustains an injury or illness that results in a disability under the ADA, it is the employee's responsibility to inform his or her supervisor or a person in a responsible management position when a disability under the ADA exists and that a reasonable accommodation is necessary to perform the essential functions of his or her job.

Specific procedures regarding the return-to-work program shall be provided to all employees. Management and employees of this company are expected to support and fully comply with this policy and the procedures implementing this policy.

## **Tab B**

### **Return-to-Work Procedures Injured Employee**

**Definitions:** The following definitions apply to this procedure:

1. **Lost Time:** Time spent away from work at the direction of the treating doctor as a result of a compensable injury sustained in the course and scope of employment. The term does not include time worked in a temporary assignment.
2. **Full Duty:** Performance of all duties and tasks of the position for which the employee is employed. Full duty entails performing all essential and non-essential functions of the employee's regular job.
3. **Temporary Assignment:** Performance of a temporary job assignment that is intended to return an injured employee to work at less than his or her full duties when a compensable injury or serious medical condition prevents the employee from working full duty. Two types of temporary assignments are modified duty and light duty.
4. **Modified Duty:** Performance of all the essential functions, but only a portion of the nonessential functions and tasks of the regular job duties for which the employee is employed. Modified duty allows the employee to return to current employment in his or her regular job and perform those duties and tasks that are within the capabilities of the employee, given the restrictions to duty imposed by the treating physician. Modified duty is a temporary arrangement until the injured employee can resume full duty.
5. **Light Duty:** Performance of the essential functions of a job or position other than the position for which the employee was hired. Light duty allows the employee to temporarily perform other duties and tasks that are within the limits imposed by the treating doctor. Light duty is a temporary arrangement until the injured employee can resume full activities of his/her regular position.

**Prohibited Actions:** This return-to-work policy and procedure shall not be applied to any situation or circumstance in a manner that discriminates on the basis of race, color, sex, national origin, religion, or disability.

It is a violation of the return-to-work policy, procedures and state or federal law for any employee, supervisor or manager of this company to:

- Discharge or in any other manner discriminate against an employee of this agency because the employee:
  - Files a workers' compensation claim in good faith;
  - Hires a lawyer to represent the employee in a workers' compensation claim;

**SECTION C-610**  
**PERFORMANCE BOND**

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):  
Okaloosa County Board County of Commissioners  
1804 Lewis Turner Boulevard  
Fort Walton Beach, FL 32547

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description: Miscellaneous Line Taps and Stops

**BOND**

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (*attach power of attorney*)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to

the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall

be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**SECTION C-615**

**PAYMENT BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: Okaloosa County Board County of Commissioners  
1804 Lewis Turner Boulevard  
Fort Walton Beach, FL 32547

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:  
Amount:  
Description: – Miscellaneous Line Taps and Stops.

**BOND**

Bond Number:  
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:  
Amount:  
Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
*(seal)*  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Mickette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	<b>CONTACT NAME:</b> Michelle Rushing <b>PHONE (A/C No, Ext):</b> 407-647-1616 <b>E-MAIL ADDRESS:</b> certificates@bmbinc.com	<b>FAX (A/C, No):</b> 407-628-1635
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> E A Tapping Services, LLC 626 Cooper Industrial Parkway Apopka FL 32703	<b>INSURER A :</b> FCCI Insurance Company	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:** 1479430053                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP100037990	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA100022023	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB100022024	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	001WC19A77057	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability including ongoing and completed operations, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.  
When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation and Umbrella is granted See Attached...

<b>CERTIFICATE HOLDER</b>  Board of County Commissioner Okaloosa 602 North Pearl Street Crestview FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED E A Tapping Services, LLC 626 Cooper Industrial Parkway Apopka FL 32703	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

to those parties listed in said contract, including the Certificate Holder.

The General Liability certified herein is primary and non-contributory to other insurance available, but only to the extent required by written contract.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.