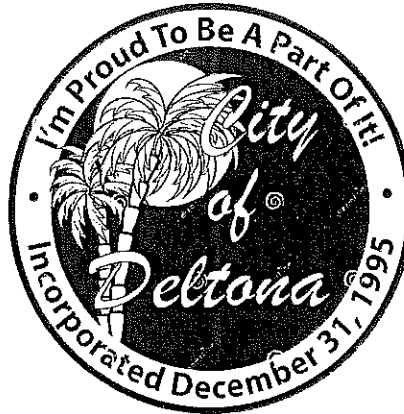


952 BIG TREE RD, STE 200 • SOUTH DAYTONA, FL 32119 • TELEPHONE 386-256-5485 • FAX 386-281-5241

City of Deltona

2345 Providence Blvd.
Deltona, FL 32725 Attn: Purchasing



Bid #22037
Meter Lids

Due: Thursday, June 2, 2022 at 2:00pm

Primary Contact:
Curt Hinson
Outside Sales Representative
curt.hinson@fortiline.com
Office: (813) 255-5769
Fax: (386) 281-5241

Key Personnel Contact Information

Local Branch	Fortiline, Inc. 952 Big Tree Road South Daytona, FL 32119
Phone:	386-256-5485
Fax:	386-281-5241
Name:	Curt Hinson
Title:	Outside Sales Representative
Email:	curt.hinson@fortiline.com
Name:	Paul Blessing
Title:	Branch Manager
Email:	paul.blessing@fortiline.com
Corporate Office	Fortiline, Waterworks Inc. 7025 Northwinds Drive, NW Concord, NC 28027
Phone:	704-788-9859
Fax:	704-788-9896
Name:	Jordan McCall
Title:	Regional Bid Coordinator
Email:	jordan.mccall@fortiline.com
Remit to:	Fortiline, Inc. PO Box 744053 Atlanta, GA 30384-4053



952 Big Tree Road
Suite 200
South Daytona, FL 32119
(386) 256-5485 office

June 1, 2022

City of Deltona
Attn: Mary E. Perez, Purchasing Agent
2345 Providence Blvd.
Deltona, FL 32725

Re: ITB# 22037-0-2022/MEP - Meter Lids

Dear Ms. Perez:

Per the Award Terms paragraph of the General Conditions, Instructions and Information for Bidders, pricing must be held for a period of 1 year. Unfortunately, due to current market conditions, material shortages and other supply chain challenges, Glasmaster is unable to meet this requirement. We submit our bid with the following terms:

Bid items 1 & 2: After initial order quantity of 1,000 ea. is placed, additional order(s) may be placed by end of business Wednesday, June 29, 2023. Freight will be included for initial order of bid quantities and additional orders of \$3900 or more.

Bid item 3: After initial order quantity of 1,000 ea. is placed, additional order(s) may be placed by end of business Tuesday, August 23, 2022. Freight will be included for initial order of bid quantities and additional orders of \$11,150 or more.

Best Regards,

A handwritten signature in black ink, appearing to read "C. Hinson", is written over a horizontal line.

Curt Hinson
Municipal Sales Representative



**CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT**

SUBJECT TO
LOCAL BUSINESS
TAX RECEIPT ORDINANCE

VALID PERIOD: 10/01/2021 - 9/30/2022

BUSINESS CLASSIFICATION

MERCHANTS WHOLESALE RETAIL
OVER 50,000 INVENTORY VALUE
SALES - WATER AND SEWER PIPE,
AND RELATED PRODUCTS
ESTIMATED INVENTORY \$1,000,000
SIGNS OVER 15 S.F. (2)

LOCATION

952 BIG TREE ROAD #200

ISSUED TO

FORTILINE, INC.
15850 DALLAS PKWAY, ATTN: AMANDA MALBURG
DALLAS, TX 75248

ACCOUNT ID RECEIPT NUMBER

7188

7157

AMOUNT DUE:

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

IF PAID BY:

SEPT. 30

10/01/2021

11/01/2021

12/01/2021

01/03/2022

L. Kornel

BUSINESS TAX ADMINISTRATOR

POST IN CONSPICUOUS PLACE AT BUSINESS LOCATION

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 201612010009

Expires: September 30, 2022

Business Location: 952 BIG TREE RD STE 200

Business Name: FORTILINE WATERWORKS

Owner Name: FORTILINE, LLC

Mailing Address: ATTN: AMANDA MALBURG

15850 DALLAS PKWY

DALLAS, TX 75248

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Retail / Wholesale Sales		482	14	\$60.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 09/23/2021

RECEIPT #: 452139

TOTAL TAX: \$60.00

PENALTY: \$0.00

TOTAL PAID: \$60.00

Business Name: FORTILINE WATERWORKS

Owner Name: FORTILINE, LLC

Mailing Address: ATTN: AMANDA MALBURG

15850 DALLAS PKWY

DALLAS, TX 75248

Account #: 201612010009

Expires: September 30, 2022

Business Location: 952 BIG TREE RD STE 200

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

State of Florida

Department of State

I certify from the records of this office that FORTILINE, INC. is a South Carolina corporation authorized to transact business in the State of Florida, qualified on October 4, 2010.

The document number of this corporation is F10000004477.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on July 19, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of March,
2018*



Ken Detjen
Secretary of State

Tracking Number: CU0078656904

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ADDENDA #1 TO BID#22037

Meter Lids

May 13, 2022

This addenda is being issued to **remove** verbiage on page #7 of the bid document:

The terms of the AGREEMENT shall be for a period of one (1) year from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new BID or accept the changes as requested if they are within reason and market value.

This Form Must Be Completed and Returned with your Submittal.

I hereby confirm that I am authorized to submit this bid on behalf of

Fortiline, Inc. d/b/a Fortiline Waterworks

Company Name

Jordan McCall, Regional Bid Coordinator

Representative

05/31/22

Date



ADDENDA #2 TO BID#22037

Meter Lids

May 16, 2022

This addenda is being issued to answer the following questions:

1. Can you clarify what "authorized to make representations for the proposer" means? Is that someone who can sign for me or is it someone that works for me? Someone that can represent your company and/or sign on your behalf
2. Does the RFP document need to be inserted into the proposal? Follow the instructions and include whatever it is asking under each tab. The forms need to be returned and can be put in the back of your proposal
3. Does the RFP number have to be on each page of the proposal? No
4. Can you simply write Not Applicable on the Statement of No Bid? Yes
5. Are there any other addendums? We checked Demand Star this morning with none added. No
6. Is the RFP Firm Information form the same as the same as the RFP Information Sheet mentioned under Respondent Information on Page 1 of the RFP. It does not ask if I am a joint venture, partnership or sole proprietorship. No

This Form Must Be Completed and Returned with your Submittal.

I hereby confirm that I am authorized to submit this bid on behalf o

Fortiline, Inc. d/b/a Fortiline Waterworks

Company Name

Jordan McCall, Regional Bid Coordinator

Representative

05/31/22

Date

Submit Bid to: CITY OF DELTONA 2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER	INVITATION TO BID# 22037 FOR: METER LIDS
<u>Contact:</u> Mary E. Perez Purchasing Agent Phone: (386) 878-8580 Fax: (386) 878-8571 EMAIL QUESTIONS TO: E-Mail Address: meperez@deltonafl.gov	BIDDER NAME: Fortiline, Inc. d/b/a Fortiline Waterworks
<u>BID DUE DATE & TIME:</u> THURSDAY, June 2, 2022 AT 2:00 AT CITY HALL, 1ST FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA	MAILING ADDRESS: 7025 Northwinds Dr, NW Concord, NC 28027
<u>Location of Public Opening:</u> City of Deltona, 1ST Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725	Phone#: 704-788-9859 Fax#: 704-788-9896

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission,
Bid #22037 – METER LIDS

City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's

Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon

written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are

restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment

is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.

- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should

revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor

irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Bid #22037 – METER LIDS

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure

consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid #22037 – METER LIDS

Scope of Work

The City of Deltona is requesting bids for meter lids as listed below. The specification sheets can be found at the end this document. The city has already purchased the meters.

METER LIDS ONLY.

- DFW Water Lids (DFW1500.1T2 DEEP.LID) – Qty 5,000
- DFW Reclaim Lids (DFW1500.1T2 DEEP.LID) – Qty 1,000
- Glass Master Water Lids (S1517N) – Qty 1,000

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$200,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$250,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities. Contractor shall have all applicable licenses and insurance required to perform this work.

The terms of the AGREEMENT shall be for a period of one (1) year from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new BID or accept the changes as requested if they are within reason and market value.

The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified. Any work performed after cancellation of order(s) will at the contractor's expense.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices bid shall remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the City of Deltona.

EXTRA WORK:

The City, without invalidating this **AGREEMENT**, may order changes in the operation within the general scope of this **AGREEMENT** consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed under the applicable conditions of the **AGREEMENT**. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This may be forwarded to the City Manager, if necessary, for approval or rejection.

Cancel Agreement:

The City has the right to cancel this **AGREEMENT** for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the **AGREEMENT**.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the **AGREEMENT** on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this **AGREEMENT**, fail to keep and perform or shall violate any of the terms, covenants and conditions of this **AGREEMENT**, then the City has the right to terminate this **AGREEMENT** with no penalties to the City.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this **AGREEMENT** shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this **AGREEMENT**.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this **AGREEMENT** or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

Compliance with Laws, Regulations, Codes, Etc.:

The contractor is required to comply with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, County of Volusia, City of Deltona and agencies thereof relating to the premises including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the contractor to obtain from the proper agency, paying the fees directly to that agency.

Federal and State Taxes:

The City is exempt from payment of Florida State Sales and User Taxes. The City will sign an exemption certificate submitted by the contractor. The contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the contractor authorized to use the City's Tax Exempt Number in securing such materials, or product.

The contractor shall be responsible for their portion of payment for its own employees FICA and Social Security benefits with respect to the resulting **AGREEMENT**.

Severability:

If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Submittals:

All submittals are **REQUIRED** and must be submitted with the bid package at the time of the bid opening to be considered a responsive bidder.

Bidders shall submit a detailed statement of explanation for each item where the quoted product deviates from the Scope of Services requested in this bid. Failure to comply may be cause for rejection

- Questions regarding this bid are to be addressed in writing to:

Mary E. Perez
Purchasing Agent
2345 Providence Blvd.
Deltona, FL 32725
E-Mail Address: meperez@deltonafl.gov
Or Fax: (386) 878-8571

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final bid in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

Bid Evaluation and Award: The City of Deltona, at its sole discretion reserves the right to waive all technicalities or irregularities to reject any and all bids and/or accept the bid which is in the best interest of the City.

Bid #22037 – METER LIDS

The Award, if made, may be based upon considerations including but not limited to: Quantity offered, quality of product, and/or qualifications of the bidder. Good references from prior customers with similar budgets to that of the City or any other quality that may be deemed desirable and beneficial to the City.

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

BID RESPONSE FORM
BID NO. 22037
METER LIDS

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda. This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year. Submit pricing below:

QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5000	EA	DFW Water Lids (DFW1500.1T2 DEEP.LID)	15.00	\$ 75,000.00
1000	EA	DFW Reclaim Lids (DFW1500.1T2 DEEP.LID)	15.50	\$ 15,500.00
1000	EA	Glass Master Water Lids (S1517N)	60.50	\$ 60,500.00
GRAND TOTAL				\$ 151,000.00

BID SUBMITTED BY: Curt Hinson

COMPANY NAME: Fortiline, Inc. d/b/a Fortiline Waterworks

DATE: May 31, 2022

This Form Must Be Completed and Returned with your Submittal.

Bid #22037 - METER LIDS

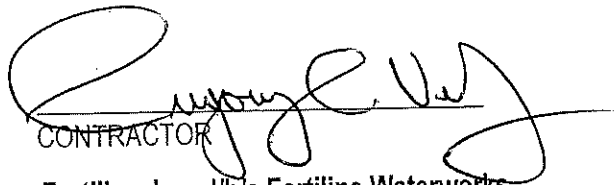
HOLD HARMLESS AND INDEMNITY AGREEMENT

Fortiline, Inc. d/b/a Fortiline Waterworks, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.


CONTRACTOR
Fortiline, Inc. d/b/a Fortiline Waterworks

5/26/2022
DATE

This Form Must Be Completed and Returned with your Submittal.

CITY OF DELTONA
BIDDER INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: Fortiline, Inc. d/b/a Fortiline Waterworks

Address: Local Branch: 952 Big Tree Road, Suite 200

City: Daytona

State: FL

Zip Code: 32119

Phone Number: 386-256-5485

Fax Number: 386-281-5241

Project Contact: Curt Hinson

e-mail address: curt.hinson@fortiline.com

Remittance (Payment) Mailing Information

Address: Corporate Office: 7025 Northwinds Drive, NW

City: Concord State: NC Zip Code: 28027

Phone Number: 704-788-9859

Fax Number: 704-788-9896

Project Contact: Curt Hinson

e-mail address: curt.hinson@fortiline.com / ap@fortiline.com

Federal Tax ID No.: 57-0819190

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Bid #22037 – METER LIDS

References

Fortiline, Inc. d/b/a Fortiline Waterworks

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Fort Lauderdale	Stefan Mohammed	(954) 828-5141 ()	Positive Displacement Meters
Broward County	Amy Almanzar	(954) 357-6066 ()	Water Meters & Repair Parts
City of Coral Springs	Miguel Machuca	(954) 344-1101 ()	New Flow Meters

Does Bidder have any similar work in progress at time of Bid Opening?
If "Yes", explain:

Yes



No



Various meter related jobs above.

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

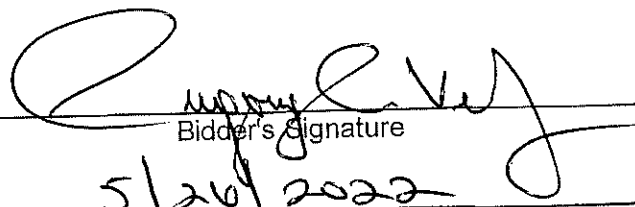
Bid #22037 - METER LIDS

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Fortiline, Inc. d/b/a Fortiline Waterworks does:
(Name of Business)

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 proposed 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 bid, 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 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

X 
Bidder's Signature
5/26/2022
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid #22037 – METER LIDS

Statement of No Bid

Bid No. 22037

METER LIDS

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

N/A

Company Name	Telephone		
X			
Signature	Fax		
Title	Typed or Printed Name		
Address	City	State	Zip

Bid #22037 -- METER LIDS

E-VERIFY FORM

Project Name:	Meter Lids
Project No.:	ITB 22037-0-2022/mep

Definitions:

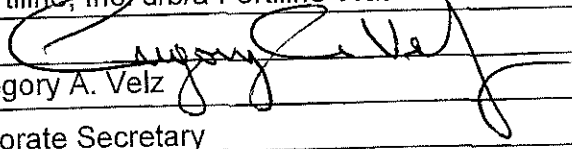
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

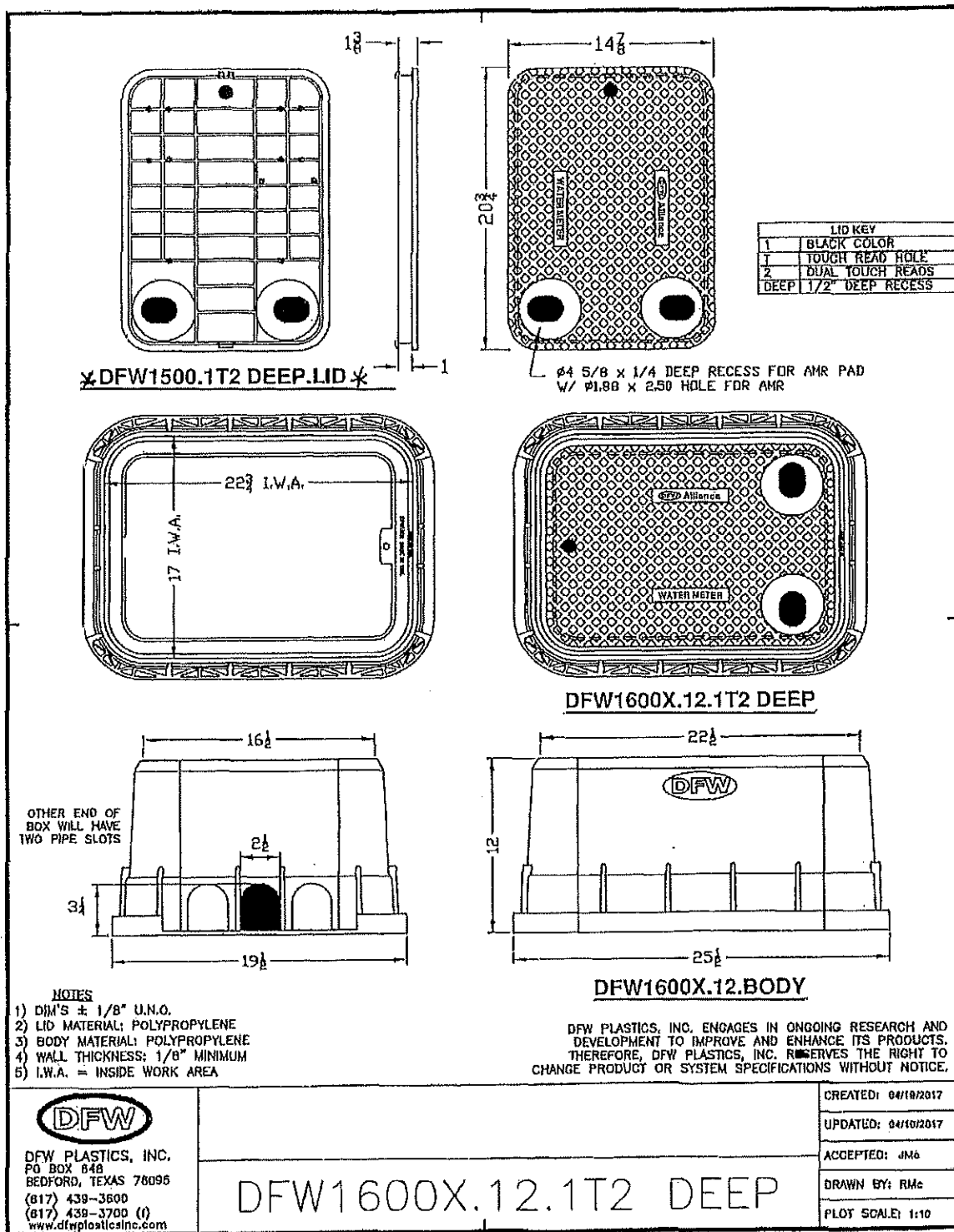
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

Company Name:	Fortiline, Inc. d/b/a Fortiline Waterworks
Authorized Signature:	
Print Name:	Gregory A. Velz
Title	Assistant Corporate Secretary
Date:	5/26/2022
Phone:	407-688-9191
Email:	curt.hinson@fortiline.com / jordan.mccall@fortiline.com
Website:	www.fortiline.com

Bid #22037 – METER LIDS



SPECIFICATIONS / DATA

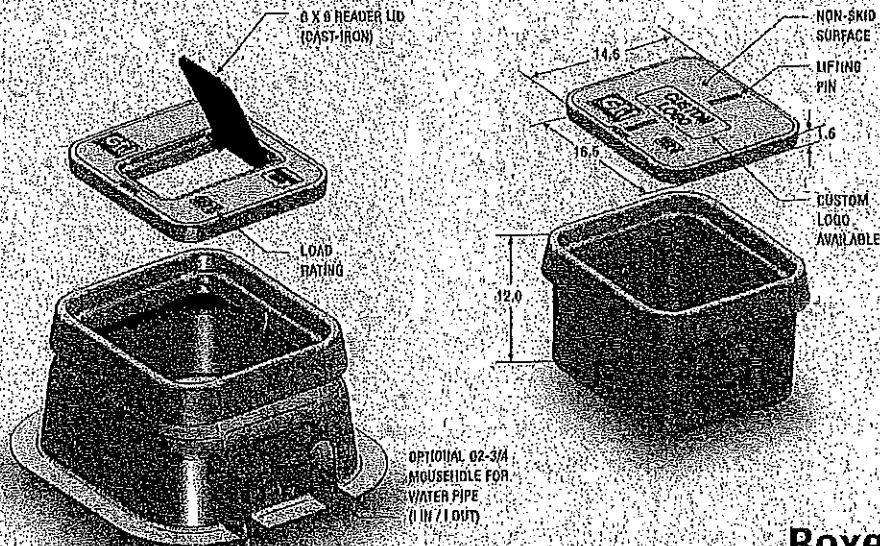
2020

15" X 17" ASSEMBLY



Lids

Style	Bolt-Down	Part Number	Load Ratings	Weight
Solid	N	S1517P	TIER 8, 15, 22	25
Reader Lid, Hinged 6x9	N	S1517R	TIER 8, 15	23
Reader Lid, Drop-In 6x9	N	S1517C	TIER 8, 15	22
Neptune AMR, R450 6" Dia	N	S1517N	TIER 8, 15, 22	24
Sensus AMR, 4" Dia	N	S1517S	TIER 8, 15, 22	25
Sensus AMR, 4" Dia (Qty 2)	N, H, P	S1517D	TIER 8, 15, 22	25
Sensus AMR and 6x9 Reader	N	S1517B	TIER 8	22



Boxes

Part Number	Height	Style	Bottom	Bolt-Down	Load Ratings	Weight
S151712S	12	Straight	S, 0, 3	N, B	TIER 8, 15, 22	26
S151712F	12	Flared	0, 3	N, B	TIER 8, 15	28
J151712S	12	Straight, Jumbo	S, 0, 3	N, B	TIER 8, 15	32

LIDS DESIGNATIONS

Bolt-Down: N - Not Bolted, H - Hex Head Bolts, P - Penna Head Bolts

BOXES DESIGNATIONS

Bottom: S - Solid, D - Open, 2 - Two Mouseholes, 3 - Three Mouseholes
Bolt-Down: B - Bolted, N - Not Bolted

GLASMASTERS | 8873 Woolson Way, Jacksonville, FL 32268 | Ph 904 400-7100 | Fax 904 368-1702 | www.GlasMasters.com

12

COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
Park 7
12750 Merit Drive, Suite 1000
Dallas TX 75251

CONTACT NAME: Krissy Ooton

PHONE (A/C, No, Ext): 972-663-6127

FAX (A/C, No): 972-991-4061

E-MAIL ADDRESS: krissy_ooton@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of America

25674

INSURER B: ACE Property & Casualty Insurance Co

22667

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
MORSCO, INC.
(Refer to Page 3 & 4 for Full List of Named Insureds)
15850 Dallas Parkway, Suite 210
Addison TX 75248

MORSINC-01

COVERAGES

CERTIFICATE NUMBER: 577739974

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			OGL G4666484A	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP-5H600032-22	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			XOO G46664887	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-1L155252-22-51-K	4/30/2022	4/30/2023	☒ PER STATUTE ☐ 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
A A A	AUTOMOBILE PHYSICAL DAMAGE WORKERS COMPENSATION (W/ ONLY) TRANSPORTATION			TEBAP-5H600044-22 UB-3T986101-22-51-R KTJ-CMB-9M52107-4-21	4/30/2022 4/30/2022 12/31/2021	4/30/2023 4/30/2023 12/31/2022	DEDUCTIBLE 1,000 / 2,000 ACC/DISEASE LIMITS 1,000,000 PROPERTY IN TRANSIT 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG 20 10 04-13 / CG 20 37 04-13 / CG 20 11 04-13 / CG 20 15 04-13 / CG 20 26 04 13
 - Automatic Waiver of Subrogation status provided under Policy form CG 24 04 12 19
- See Attached...

CERTIFICATE HOLDER

City of Deltona
Purchasing Department
2345 Providence Blvd
Deltona FL 32725

CANCELLATION

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED MORSCO, INC. (Refer to Page 3 & 4 for Full List of Named Insureds) 15850 Dallas Parkway, Suite 210 Addison TX 75248	
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

- Primary and Noncontributory under Policy form CG 20 01 12-19

AUTOMOBILE LIABILITY:

- Automatic Blanket Additional Insured under Policy form CA T4 37 02 16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15
- Primary and Non-Contributory under Policy Form CA T4 74 02 16
- Personal Injury Protection (PIP) included at state minimum requirements

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 and 10
- Deductibles for Vehicles
 - Under 20,000 GVW = \$1,000
 - 20,001 GVW and Over = \$2,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10 13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10 13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001

UMBRELLA LIABILITY:

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.



Arthur J. Gallagher & Co.

MORSCO, Inc.

NAMED INSURED SCHEDULE

Entity

Hamilton Holdco, LLC

MORSCO, Inc.

Morsco Supply, LLC

Morrison Supply Company, LLC

Patriot Supply Holdings, Inc.

Patriot Supply Intermediate, Inc.

Express Pipe & Supply Co. LLC

FWC Supply, LLC

WS Supply, LLC

Fortiline, LLC

Fortiline, Inc.

MORSCO Properties, LLC

MORSCO Properties OK, LLC

Reece

Reece USA

Fortiline Waterworks

Reece Waterworks

Bush Supply

Desert Pipe & Supply - Nevada

DeVore & Johnson

Express Pipe & Supply

Expressions Home Gallery

Farnsworth Wholesale Supply

FWC Supply

Kiva Kitchen & Bath

L&B Pipe and Supply

L&B Pipe and Supply Co.

L&B Pipe and Supply Company

LegendMRO

Morrison Supply Company

Murray Supply Company

Reece

Reece Bath & Kitchen

Reece Bath + Kitchen

Reece HVAC

Reece Plumbing

Schumacher & Seiler

Schumacher and Seiler

Todd Pipe & Supply

Todd Pipe Holdings

Wholesale Specialties

Entity
WS Supply
American Supply
American Supply Company
Builders Discount Appliance Mart
Expressions Home Gallery
Kiva Kitchen and Bath
Empire Plumbing Supply
EP Supply
Dixie Utility Supply
Western Wholesale Supply Co.
Murray Supply Company
DeVore & Johnson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed	prior to the date of loss.
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior the date of loss.	
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

Name Of Person(s) Or Organization(s) (Additional Insured):

Any Manager or Lessor of Premises whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Additional Premium: Incl.

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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: OGLG4666484A

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1L155252-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 04-29-21

ST ASSIGN:

ADAPTERS Brass, Service Fittings, PVC, Water, Sewer Fittings

AIR COMPRESSORS
100 CFM, 800CFM

ASBESTOS CEMENT PIPE
Cutters, Drilling Machine, Ductile Iron Fittings, Repair Clamps, Bell Joint Clamps, Service Saddles

AIR VALVES
Water and Sewer

ASPHALT CUTTERS

ASPHALT PATCHING
Cold Patch

BACKFLOW PREVENTORS Double Check Valve Assembly, Red PressBackflow Preventors Detector Check Valve

BACKWATER VALVES
Plastic, Cast Iron, Force Main

BALL VALVES PVC, Steel, Bronze, Brass

BARRICADES Polycones, Safety Fence, Type I, II, and III, All Safety Equipment

BENCH Vises, Meter Testing Equipment

BENDERS Tubing

BLOW OFF EQUIPMENT
Valves, Hydrants, Boxes

BOLTS T-Head, Hex Head Machine Bolts, Tie Bolts

BOLT-PAK Flange, MJ, Trans, Gate Valve Accessory Kits

BOXES - METER BOXES AND VAULTS
Concrete, Cast Iron, Yoke, Valve, Stretch Box

BRASS Compression Fittings, Corp. Stops, Ball Valves, Meter Valves, Adapters, Meter Yoke, Couplings, Screwed Fittings, Nipples, Valves

BREAKERS
Vacuum, Concrete

BRONZE Gate Valves, Press Reg. Valves, Check Valves, Dual Check Valves

BUSHINGS
PVC, Galv., D.I., Brass

BUTTERFLY VALVES
AWWA Flanged, Water, MJ

CAULKING Hammers, Jute Packing Irons, Materials

CHECK VALVES Bronze, Cast Iron, Swing, Lever Spring, Lever & Weight, Silent

CLAMP Repair Clamp, All Stainless Steel, Collar, Service, Bell Joint, Socket

CUT OFF VALVES
Corporation, Curb, Gas, Water, Meter Stops, Valves

COMPANION FLANGES
C.I., Bronze - Oval and Round Flanges

COMPACTION EQUIPMENT

COMPRESSION Couplings, Fittings, Sleeves, Adapters

CONES Traffic Control 12"-36" with Reflective Tape

CONCRETE Meter Boxes, Collars, Valve & Blow Off Markers, Storm Boxes, Manholes

CONCRETE BREAKERS/VIBRATORS

CONCRETE MIXERS

COOLERS Water / Ice

COPPER Tubing, Adapters

COPPER METER SETTERS

CONDUIT Pipe

CORK SCREW Sewer Tools

CORPORATION STOPS

COUPLINGS C.I., PVC, Galv., Brass, Compression, Dresser, Clamps, Flexible, Pipe, Transition, Fernco, Sewer, Water, Gas

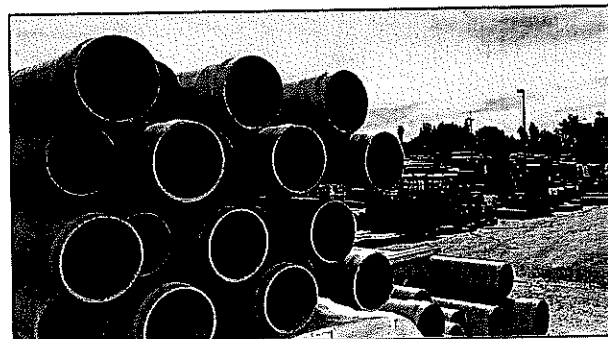
COVERS AND FRAMES
Manhole, Storm Drainage

CUTOFF AND SAW BLADES Diamond, Abrasive

CURB STOPS
Boxes, Water, Gas

CUTTERS Pipe, Tubing, Snipper, Pipe Saws

DETECTORS Pipe, Valve, Tape, Water, Sewer, Gas



DIAMOND BLADES - CORE BITS Concrete and Asphalt, Wet or Dry Cut, D.I.

DIE Pipe Threading

DISTANCE
Measuring Wheel

DRESSER Bell Pack Sleeve, Clamps, Bell Joint, Collar, Repair Couplings, Fittings, Adapters, Saddles, Sleeves

DRILLING
Combination Drill and Tap Drills, Machines, Parts

DUCTILE IRON
Fitting, Pipe

FERNCO
Rubber Couplings, Donuts

FIRE HYDRANTS
Wrenches, Test, Gauges, Accessories, Tees, Valves, Flow Recorder

FIRST AID KITS

FITTINGS Pipe, Ductile Iron, Brass PVC, Galv., Water, Sewer, Gas

FLANGE FITTINGS
Cast Iron

FLARE FITTINGS
Service Line Fittings

FLARING TOOLS

FOOT VALVES

FRAMES Manhole Ring and Covers, Frame, Gate

GAS PRODUCTS
1/2" - 2" Pipe, Butt/Fusion Fittings, Socket/Fusion Fittings, Meter Risers, Steel-Plastic, Transition Fittings, Steel Gas Cut Offs, Compression Couplings, Black Steel Pipe, Fusion-Bond Steel Pipe,

GAS PRODUCTS cont.
Black Mall Pipe Fittings, Black Steel Nipples, Steel Weld Fittings Leak Detectors, Thick & Quick Mastic, Tracer Wire, Liquid Filled Gauges, Gas Wrapping Tape, Compression Adapters, Steel and Plastic Compression Fittings, Plastic Adjustable Valve Box with Gas Lids, Flanged & Screwed Steel Plug Valves, Ratchet Pipe Cutters

GAS MONITORS
Four Stage Monitor

GASKETS MJ, Flange, Trans, Meter Coupling

GATE VALVE MJ Valves, Flange Valves, Butterfly Valves, Bronze Valves

GATORADE Powder, Lemon Lime, Orange, Fruit Punch, Lemonade, Grape, Citrus

GAUGES Pressure Testing, Hydrant Testing

GENERATORS
600W to 80,000W

GLOBE VALVES Bronze

GLOVES
Work, Rubber, Cotton

GRAPHITE PACKAGING

GRATES AND FRAMES

GUZZLER PUMPS
Hand Pumps

HAMMERS

HANGERS Pipe Hangers

HARD HATS

HEARING PROTECTION

HOLDERS Drill

HOSE Clamps, Adapters, Suction, Discharge

HYDRAULIC Pipe Cutters, Drilling Machine, Hydraulic Cement, Additives

IDLERS Meter Idlers

INDICATOR POST
U.L.F.M. Post Indicator

INSERT FILLINGS
PVC, Brass, Galvanized

IRONS Caulking, Yarning

JOINT
Clams, Couplings, Runners

LADDERS

LASER BEAMS

LEAK Clamps, Couplings

LEAK LOCATORS
Water, Ultrasonic

LEVELS Electronic

LIGHTS Strobe, Warning, Flashing, Work, 12V, Rechargeable

LINESETTERS

LOCATORS Box, Valve, Pipe, Leak

LOCKS Key Alike, Lock, Bullet Locks

LUBE AND OIL Hydrant Oil, Boring Tool Oil, Pipe Lube

MACHINES Accessories, Drilling Machine Parts, Tapping, Cutting, Sewer Machines, Threading

MALLEABLE IRON
Fittings, Compression Fittings, Screwed Fittings

MANHOLE
Cover and Frame, Rings, Steps, Hydraulic Cement, Inflow Protector, Cushions, Cover Hooks

MANHOLE ADJUSTING RINGS

MEASURING DEVICES
Wheels, Tape

MECHANICAL JOINT
Accessories, Fittings, Valves, Hydrants, Pipe

METERS
Couplings, Flanges, Washers, Setters, Resetters, Valves, Yoke Boxes, Plastic Boxes, C.I. Boxes, Concrete Boxes, Idlers, Seals, Wrenches, Yokes, Turbines, Multi-Jet, Compound, Fire Service Meters, Mag Flow Meters, Meter Vaults, Hydrant Meters

NIPPLES
Pipe, Brass, PVC, Galvanized

NOZZLE Hose, Fire Hydrant, Wrenches, Caps

OFFSETS Mech. Joint

OIL Thread Cutting, Hydrant, Boring Tool

OPERATING Wrenches

PAINT
Marking and Hydrants

PILOT Shut Off Tool

PIPE Ductile Iron, Cast Iron, Tubing, PVC, Galv., Copper, Brass

PIPE ACCESSORIES
Clamps, Cleaning Machines, Copper, Couplings, Cutter, Dies, Extractor Fittings, Locators, Nipples, Service Clamps, Repair Clamps, Supports, Hangers, Thread Compound, Tongs, Valves, Vises, Wrenches

PIPE LOCATORS

PLASTIC Pipe Fittings, PVC Pipe, Polyethylene Tubing, Traffic Cones, Meter Boxes, Valve Boxes, Barricades

POWER DRIVES
Tapping Machine

PRESSURE
Reducing Valves, Gauges, Regulating Valve, Test Pump, Valve Snubbers

PRESSURE DATA RECORDER

PREVENTERS Backflow

PROBE RODS Pipe

PUMPS 1"-6"
Accessories, Hoses, Meter Box Pump, Diaphragm, Hand Pressure Test, Submersible, Trash, Sewer

PUMP STATION
Sewer, Water Booster

RAINWEAR Suits, Boots

RATCHET
Cutters, Wrenches, Threaders

RCP

REAMERS Pipe

REDUCING Valves, Fittings

REGULATOR Valves

RELIEF VALVES
Air, Pressure

REPAIR CLAMPS
Full Circle, All Stainless, Handy Band, Bell Joint, Water, Gas, Sewer

RINGS AND COVERS
Manhole

RISERS
Valve Box, Manhole, Meter Setter, Meter Box, Paving

RODS
All Thread, Sewer, Probe

ROOT CUTTERS
Jets, Rodders

RUBBER WASHERS

SADDLES
Pipe, Water, Sewer, Service, Quick Taps, Galv., Brass, Stainless Steel, Steel, Double Strap, Single Strap

SAFETY GLASSES

SAWS Cut off

SEALANT
Thread Compound, Hydraulic Cement, PVC Glue

SEAT Wrenches

SERVICE
Fittings, Clamps, Saddles, Tubing, Boxes, Valves

SEWER
Cleaning Equipment, Fittings, Rods, Augers, Corkscrews, Couplings, Tools, Valves, Rodding Machine, Solvent, Smoke Bomb, Dye, Cover Hook

SEWER PIPE
PVC, Ductile Iron

SEWER PUMPS

SHORING BOXES

SIGNS
Safety, Street Name, Traffic

SILT FENCE
Metal, Fabric, Oak Post

SOCKET Clamps

SOIL PIPE Fittings

STAINLESS STEEL
Hose Clamps, Repair Clamps, Nipples

STEEL Couplings, Pipe, Rods

STEPS Manhole

STRAINER
Meter, Basket, Pipeline

STRETCH BOXES

STRAP Wrenches

SUBMERSIBLE Pumps

SUPPORTS Pipe

SURVEYING EQUIPMENT

SWING Check Valves

TAPPING Compound, Machine, Saddles, Sleeves, Valves

TAMPS

TEST Gauge, Hydrant Test Kit, Pump

THREADERS Pipe

TONGS Pipe

TOOLS Drilling Machine, Flaring Tools, Meter Setting, Shut-Off, Pipe Cutting, Pipe Weaking Sewer Cleaning, Beveling, Shovels, Pipe Bar, Pipe Wrenches Strap, Wrenches, Ratchet Wrenches, Valve Wrenches, Hydrant Wrenches, Hammers, Manhole Cover Wrench, Probes

TRAFFIC CONES 12"-36"

TRENCH BOX

TRIPOD Rescue and Recovery Systems

TUBING Benders, Tubing, Cutters, Flaring Tools, Copper, Polyethylene

TURBINE Meters

VACUUM
Breaker, Vacuum, and Air

VALVES Check Gate Valve, Backwater, Ball Blow-Off, Butterfly, Gas, Globe, Meter, Needle, Plug, Pressure, Reducing, Relief, Safety, Sewer, Tapping, Dual Check, Backflow, Flanged, Mech. Joint, Water

VALVE BOX LOCATORS

VEGA DRILLS
Tapping Machine

VIDEO TRAINING TAPES

VICES Pipe

WALL HYDRANTS

WARNING TAPE Caution, Fire, Police, Confined Space

WASHERS Meter Washers, Rubber, Leather, Fiber

WATER METERS Turbine Compound, Disc, Gallons, Cubic Ft., Bronze, Strainers, Meter Boxes, Locks, Yoke Boxes, Service Material, Setters, Wrenches, Idlers, Couplings, Valves, Adapters, Bypasses

WHEELS
Cutter, Distance Measuring

WRENCHES Ratchet, Hydrant, Pipe, Water Meter

YOKES Meter Yokes, Yoke Boxes