

**NOTICE TO ALL PROPOSERS**


To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Shelby Dolan Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to India Barr , Procurement Agent with the Procurement Management Department via e-mail [ibarr@cityofpsl.com](mailto:ibarr@cityofpsl.com) or by phone 772-344-4055 . Please reference the Solicitation number on all correspondence to the City. All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addends and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: John Argenziano  
Signed:   
Company and Job Title: Ferguson Enterprises / Branch Manager  
Date: 12.15.23

20240005



"A City for All Ages"


**CONTRACT # 20240005**  
**CONTRACTOR'S CODE OF ETHICS**

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent, and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states, and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental,

occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Ferguson Enterprises, LLC  
Signature   
Printed Name and Title John Argenziano / Branch Manager  
Date 12/15/23

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



"A City for All Ages"

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

- 1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
- 2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
- 4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number 1205487

Date of Authorization 12/15/23

Name of Contractor Ferguson Enterprises

Name of Project Water and Sewer Products

Solicitation Number (If Applicable) 2024005

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

Executed on December 15<sup>th</sup>, 2023 in Fort Pierce (city), FL (state).

[Signature]  
Signature of Authorized Officer

John Argenziano/Branch Manager  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 15 DAY OF December, 2023.

NOTARY PUBLIC Donnie J. Seiber

My Commission Expires: 10-23-2026



NON-COLLUSION AFFIDAVIT

E-Bid #20240005

State of Florida

County of Saint Lucie }

John Argenziano, being first duly sworn, disposes and says that:  
(Name/s)

1. They are Branch Manager of Ferguson Enterprises the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) John Argenziano

(Title) Branch Manager

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE } SS:

The foregoing instrument was acknowledged before me this (Date) 12-15-2023

by: John Argenziano who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. HH324462

Notary Print: Donnie J. Seiber

Notary Signature: Donnie J. Seiber



# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Ferguson Enterprises, LLC 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 under bid 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.

  
Bidder's Signature

12/15/23  
Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**FERGUSON US HOLDINGS, INC**

2 Business name/disregarded entity name, if different from above  
**FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**751 LAKEFRONT COMMONS**

6 City, state, and ZIP code  
**NEWPORT NEWS, VA 23606**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
5	4	-	1	4	7	3	3	3	8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Rebecca S. Dubois</i>	Date ▶ <i>2/14/23</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity Name	Tax ID No	Entity Name	Tax ID No
A P Supply Company	54-1211771	Hot Water Products	54-1211771
A P Supply Co	54-1211771	Hot Water Sales and Associates	54-1211771
Aaron & Co	54-1211771	Industrial Hub of the Carolinas	54-1211771
ACF Environmental	54-1211771	Innovative Soil Solutions	54-1211771
Action Automation, a Wolseley Industrial Group compar	54-1211771	J&G Products	54-1211771
Action Plumbing Supply	54-1211771	J D Daddario Company	54-1211771
Action Supply Co	54-1211771	Joseph G Pollard Co	54-1211771
Adirondack Piping Solutions	54-1211771	Karl's Appliances	54-1211771
ADL	54-1211771	Kitchen Art	54-1211771
Airefco	54-1211771	Lighting and Appliance	54-1211771
Alaska Pipe & Supply	54-1211771	Lighting Design Center	54-1211771
AMS Steam Products	54-1211771	Lighting Plus	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Lighting Unlimited	54-1211771
BAC Appliance Center	54-1211771	Lincoln Products	54-1211771
Bath + Beyond	54-1211771	Linwood Pipe and Supply	54-1211771
Blackman Plumbing Supply	54-1211771	Louisiana Utilities Supply Company	54-1211771
Brock-McVey	54-1211771	LUSCO	54-1211771
Bruce-Rogers Company	54-1211771	McFarland Supply	54-1211771
Cal-Steam	54-1211771	Meyer Appliance	54-1211771
Canyon Pipe & Supply	54-1211771	Michigan Meter	54-1211771
Capital Distributing	54-1211771	Mission Valley Pipe	54-1211771
CFP	54-1211771	Mississippi Utility Supply Co (MUSCO)	54-1211771
City Lights Design Showroom	54-1211771	Monark	54-1211771
Cline Contract Sales	54-1211771	Old Dominion Supply	54-1211771
Custom Lighting & Hardware	54-1211771	Pipelines	54-1211771
D2 Land & Water Resource	54-1211771	Pipelines of PA	54-1211771
Davies Water	54-1211771	PL Sourcing	54-1211771
Dealernet	54-1211771	Plumb Source	54-1211771
Duhig Stainless	54-1211771	Plumbers Supply Company	54-1211771
Equanus Waterworks, Meter & Automation Group	54-1211771	Plumbers Supply Company of St Louis	54-1211771
Factory Direct Appliance	54-1211771	Plumbing Decor	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Pollardwater	54-1211771
Ferguson Bath, Kitchen & Lighting Gallery	54-1211771	Powell Pipe & Supply Co	54-1211771
Ferguson Direct	54-1211771	Power Process Equipment	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771	Professional's Bath Source	54-1211771
Ferguson Facilities Supply (FEI)	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Heating & Cooling	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Hospitality Sales	54-1211771	Rencor Controls	54-1211771
Ferguson HVAC	54-1211771	Renwes Sales	54-1211771
Ferguson HVAC - Air Cold	54-1211771	Robertson Supply	54-1211771
Ferguson HVAC - EastWest Air	54-1211771	S W Anderson	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	SG Supply Co	54-1211771
Ferguson Industrial	54-1211771	SOS Sales	54-1211771
Ferguson Integrated Services	54-1211771	Sunstate Meter & Supply	54-1211771
Ferguson International	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson Parts & Packaging	54-1211771	The Ar-Jay Center	54-1211771
Ferguson Valve & Automation	54-1211771	The Kitchen Showcase	54-1211771
Ferguson Waterworks	54-1211771	The Plumbing Source	54-1211771
Ferguson Waterworks - Municipal Pipe	54-1211771	The Stock Market	54-1211771
Ferguson Waterworks - Red Hed	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Triton Environmental	54-1211771
Ferguson Waterworks International	54-1211771	Uncle Sam Piping Solutions	54-1211771
Ferguson com	54-1211771	Wallwork	54-1211771
Founders Kitchen and Bath	54-1211771	Waterworks Industries	54-1211771
Gallera Bath & Kitchen Showplace	54-1211771	Webb Distributors	54-1211771
Grand Junction Pipe	54-1211771	Westfield Lighting	54-1211771
Guarino Distributing	54-1211771	Wolseley Financial Services	54-1211771
Henry Kitchen & Bath	54-1211771	Wolseley Industrial Group	54-1211771
Henry Plumbing Kitchen & Bath Galleries	54-1211771	WPCC Forwarding	54-1211771
Henry Plumbing Supply	54-1211771	Wright Plumbing Supply	54-1211771

\*\*\*Last updated 03 02 23\*\*\*

<b>BOA - Atlanta - 100286</b>
<b>US Postal Service - first class mail</b>
Ferguson # (Main Branch Number) PO Box 100286 Atlanta, GA 30384-0286
<b><u>Overnight Address</u></b> Bank of America Lockbox Services  Ferguson # (Main Branch Number) Lockbox # 100286 6000 Feldwood Road College Park, GA 30349

<b>BOA - Boston - 417592</b>
<b>US Postal Service - first class mail</b>
Ferguson # (Main Branch Number) PO Box 417592 Boston, MA 02241-7592
<b><u>Overnight Address</u></b> Bank of America Lockbox Services Ferguson # (Main Branch Number) LB#417592 2 Morrissey Blvd. MA5-527-02-07 Dorchester, MA 02125

<b>BOA- Dallas - 847411</b>
<b>US Postal Service - first class mail</b>
Ferguson # (Main Branch Number) PO Box 847411 Dallas, TX 75284-7411
<b><u>Overnight Address</u></b> Bank of America Lockbox Services Ferguson # (Main Branch Number) Lockbox # 847411 1950 N Stemmons Frwy. Ste. 5010 Dallas, TX 75207

<b>BOA - Los Angeles-740827</b>
<b>US Postal Service - first class mail</b>
Ferguson # (Main Branch Number) PO BOX 740827 Los Angeles, CA 90074-0827
<b><u>Overnight Address</u></b> Bank of America Lockbox Services Ferguson # (Main Branch Number) Lockbox # 740827 2706 Media Center Drive Los Angeles, CA 90065

<b>PNC - Chicago - 802817 Midwest</b>
<b>US Postal Service - first class mail</b>
Ferguson # (Main Branch Number) PO Box 802817 Chicago, IL 60680-2817
<b><u>Overnight Address</u></b> Ferguson # (Main Branch Number) Att: Lockbox 802817 350 East Devon Avenue Itasca, IL 60143

<b>PNC - Pittsburgh - 644054</b>
<b>US Postal Service - first class mail</b>
Ferguson # (Main Branch Number) PO Box 644054 Pittsburgh, PA 15264-4054
<b><u>Overnight Address</u></b> Ferguson # (Main Branch Number) Att: Lockbox 644054 500 First Avenue Pittsburgh, PA 15219



12500 Jefferson Ave  
Newport News, VA 23602  
757-874-7795

[www.ferguson.com](http://www.ferguson.com)

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To Whom it May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for Income tax purposes requires the corporate income tax form the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSHI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc. (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings, Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings, Inc.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that allows Ferguson as the company on line 1 will the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at [ask.tax@ferguson.com](mailto:ask.tax@ferguson.com).

Regards,

A handwritten signature in cursive script that reads 'Jennier Pabon'.

Jennier Pabon  
Indirect Tax Manager  
Ferguson Enterprises LLC



Department of the Treasury  
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00

00021942  
BODC: LM

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771  
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs) or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00  
00021943

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez  
Entity Department Manager

Enclosures:  
Copy of this letter



City of Port Saint Lucie, a municipality of the State of Florida, its officers, employee's and agents are included as additional insureds with respects to General Liability and Auto Liability coverage is on a primary and non-contributory basis as per written contract, subject to terms, conditions and exclusions of policies. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability, Auto Liability and Workers Compensation Liability, subject to terms, conditions and exclusions where applicable by state law.

Effective Date	Company	Effective Date	Company
10/16/2023	SecureVision of America	9/30/2005	Endries International
7/31/2023	Bruce Supply Corp	9/19/2005	Economy Plumbing Supply
7/25/2023	Kennedy Companies	9/12/2005	Contractor's Field Products
6/13/2023	S.G. Torrice	8/29/2005	S&S Fabricators
1/30/2023	Pipelines, INC	8/15/2005	Park Supply
12/5/2022	Power Process Equipment Co	10/26/2020	Old Dominion Supply
12/1/2022	Airefco, Inc	3/25/2020	MFP Design
11/7/2022	Guarino Distributing Co, LLC	3/16/2020	Rencor Controls
8/29/2022	Monark Premium Appliance (Transform Midco LLC)	3/13/2020	Columbia Pipe Supply
7/26/2022	Rybak Engineering, Inc	11/11/2019	SW Anderson
7/25/2022	Minka Lighting, LLC	9/9/2019	Process Instruments & Controls
7/18/2022	D2 Land & Water Resource, Inc	7/29/2019	Innovative Soil Solutions
6/27/2022	Triton Environmental, LLC	7/15/2019	Action Supply Co.
5/25/2022	STE LLC	6/3/2019	Mission Valley Pipe and Supply
5/23/2022	Aaron & Company, LLC	2/4/2019	Kitchen Art
5/9/2022	Canadian Safe-Step Tubs, Inc.	1/28/2019	James Martin Furniture
4/25/2022	Founders Kitchen & Bath, Inc.	12/11/2018	Blackman
4/4/2022	Lighting Plus	12/10/2018	Wallwork Bros., Inc
3/21/2022	AP Supply Company	11/19/2018	Roberston Supply
2/7/2022	Uncle Sam Piping Solutions. Inc.	10/29/2018	Capital Distributing
1/24/2022	Plumbers Supply Company of St. Louis	10/22/2018	Dogwood Building Supply
11/13/2021	Hot Water Products, Inc.	9/24/2018	Grand Junction Pipe & Supply
11/22/2021	RP Lighting & Fans (Royal Pacific)	8/27/2018	Millennium Lighting
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)	8/20/2018	Action Automation
10/25/2021	Sunstate Meters and Supply, Inc	8/13/2018	Jones Stephens
9/20/2021	Meyer Appliances, Kitchens and Baths	7/31/2018	Safe Step Walk-In Tub Co
7/26/2021	Canyon Pipe & Supply	7/30/2018	Brock McVey
7/12/2021	Moore Industrial Supply, Co.	7/16/2018	Appliance Distributors of Louisiana
6/21/2021	Kitchen Showcase	7/9/2018	Lighting Design Center
1/11/2021	Amerock Corporation	7/2/2018	Wright Plumbing
1/11/2021	Clarksville Lighting and Appliance	5/14/2018	National Fire
11/16/2020	Atlantic Construction Fabrics	1/22/2018	Duhig Stainless
12/29/2006	Cal-Steam	9/18/2017	HM Wallace, Inc.
12/18/2006	Guntersville Fab	8/7/2017	Wholesale Group, Inc.
12/11/2006	Page's Appliance	3/27/2017	Lighting Unlimited, LLC
12/4/2006	Ondalay Pipe	2/20/2017	Custom Lighting & Hardware
10/16/2006	Gulf Refrigeration	2/13/2017	P.V. Sullivan
10/16/2006	Kandall	12/12/2016	Matera Paper Company, Inc.
10/2/2006	Castle Supply	6/26/2005	Webb Distributors, Inc.
10/2/2006	Castle North	5/23/2005	United Supply & Distributing
10/2/2006	Lawrence Supply	5/1/2005	Full Service Supply
10/2/2006	Northern Water Works Supply	2/8/2005	Meckco Supply
8/21/2006	United Automatic	1/31/2005	JD Daddario
8/1/2006	Palermo	12/31/2004	Parnell Martin
8/1/2006	Waterworks Supply	12/7/2004	R Supply
5/22/2006	Supply North Central Group	11/22/2004	Clark Supply
5/22/2006	Central Lighting Supply	9/1/2004	Cline Contract Sales
5/8/2006	Central Supply	3/29/2004	Municipal Pipe
4/24/2006	Davies Water	1/19/2004	Builder's Plumbing Supply
4/10/2006	Pipe Products	12/15/2003	High Country
3/20/2006	Indiana Plumbing Supply	9/15/2003	Liberty Equipment
3/13/2006	Alamo Pipe	6/16/2003	A-1 Pipe
2/21/2006	Dixie Plumbing Supply	6/2/2003	Huskey, Inc.



1/9/2006	Colgan	4/14/2003	Hanco Supply, Inc.
12/19/2005	South Lake Tahoe	4/7/2003	Linwood Pipe and Supply Co., Inc.
11/30/2005	Frischkorn	1/13/2003	York Factory Branch - Corona, CA
11/15/2005	Mobile Supply	1/13/2003	Triangle Supply, Inc.
11/7/2005	LAB Appliances	5/13/2002	Tahoe Truckee Supply
10/17/2005	Camellia Valley Supply	5/6/2002	Sumner & Dunbar

Effective Date	Company	Effective Date	Company
4/8/2002	Clayton Acquisition Company	8/25/1997	Cities Supply Company, Inc.
6/30/2001	Westburne Supply, Inc.	6/30/1997	Standard of Lynn, Inc.
6/18/2001	Mid-Cities - Dallas, TX	5/5/1997	Central Engineering and Supply, Co., Inc.
5/21/2001	Mid-Cities - Plant City, FL	11/23/1996	J&G Products Company, Inc.
3/1/2001	Red Hed Supply	10/15/1996	General Plumbing Supply Co. of MD, Inc.
1/8/2001	Sunbelt Marketing	9/30/1996	Great Lakes Plumbing Supply, Inc.
9/11/2000	Fire Protection Supply Company	2/26/1996	Columbia Supply Corporation
8/21/2000	Pesco Pipe and Supply Co.	12/18/1995	Wisconsin River Supply Company
6/12/2000	Eastern Sewer Pipe Corp.	11/13/1995	Walden Industrial Supply Co., Inc.
3/6/2000	Plumbing & Mill Supplies, Incorporated	7/10/1995	Wilmington Plumbing Supply Co., Inc.
1/24/2000	Donovan Industrial Supply Corporation	6/5/1995	Lyon, Conklin & Co., Inc.
9/15/1999	Baker Pipe and Supply Company	6/27/1994	Automatic Temperature Supplies Inc.
11/14/2016	Underground Pipe & Valve, Inc.	10/4/1993	Hub Inc.
10/24/2016	The Plumbing Source, Inc.	8/2/1993	Armstrong Plumbing Supply Company, Inc.
10/10/2016	Ramapo Wholesalers Inc.	6/9/2014	HP Products (and HP Logistics)
8/29/2016	Westfield Lighting Co., Inc.	5/31/2014	Capstone Global Solutions
8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware	4/28/2014	Factory Direct Appliance
7/11/2016	Michigan Meter Technology Group, Inc.	3/31/2014	Waterworks Industries
6/27/2016	Michigan Pipe and Valve-Lansing, Inc.	1/20/2014	Karl's Sales and Service - Karls Appliance
6/13/2016	Michigan Pipe and Valve-Flint, Inc.	2/11/2013	Fluid Systems Hawaii, Inc.
5/23/2016	Bruce-Rogers Company	10/1/2012	Davis & Warshow
4/18/2016	Dealernet, LLC	9/25/2012	Power Equipment Direct, Inc. (PED)
4/18/2016	The Bath + Beyond	4/23/2012	Reese Kitchens
4/4/2016	Andrews Lighting Gallery, Inc.	11/7/2011	Groeniger
1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)	9/26/2011	SG Supply
11/16/2015	Action Fire Fab & Supply, Inc.	8/29/2011	Louisiana Chemical PVF
10/27/2015	Renwes Appliances, Inc.	12/31/2010	Summit Pipe & Supply
10/19/2015	Atlantic American Fire Equipment Company	9/1/2009	DPS
10/1/2015	Living Direct, Inc.	2/18/2008	Mastercraft Cabinets
8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)	12/30/2007	JC Plumbing
6/8/2015	WR White Supply	11/5/2007	JD Wholesale
5/18/2015	Ecomfort Holdings Inc.	8/27/2007	Davidson Pipe & Supply
4/27/2015	Arkansas Supply, Inc.	8/13/2007	Western Air
3/16/2015	Redlon & Johnson Supply	7/30/2007	Fire Fab
3/9/2015	Equarius Waterworks, Inc.	2/28/2007	Improvement Direct
2/23/2015	The Ar-Jay Center	2/7/2007	Grif-Fab
2/9/2015	Builders Appliance Center	11/2/1992	U.S. Supply Company
12/8/2014	Ship-Pac, Inc.	3/16/1992	Chatham Pipe & Supply
12/8/2014	McFarland Supply Co., Inc.	3/4/1992	Cain & Bullrnan, Inc.
11/17/2014	Global HVAC Distributors, Inc.	5/20/1991	Gonnair Air Conditioning Company, Inc.
10/6/2014	Spillius, Inc. (dba City Lights and Design)	4/1/1990	Consumer's Supply Company, Inc.
9/14/2014	Powell Pipe & Supply Co.	12/29/1989	C. Seizer & Sons, Inc.
8/18/2014	Joseph G. Pollard Co. Inc.	1/29/1988	LBS Supply, Inc.
8/30/1999	The Gage Company	1/5/1988	Geo. McGinley Supply Co., Inc.
8/4/1999	Goldberg Company (GCI)	12/31/1986	Virginia Supply and Well Company
8/2/1999	Thrall Distribution, Inc.	12/30/1986	Terry Supply Company
6/1/1999	Midwest Pipe & Supply	10/1/1986	Underground Supply Company, Inc.
4/26/1999	Plumbers Specialty Company, Inc.	1/7/1986	The Warner Company, Inc.
3/30/1999	Alamo Plumbing Supply Co.	6/4/1985	R. W. Farmer Supply Co., Inc.
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.	1/15/1985	Plumbers Supply Company, Inc.
12/23/1998	Fields & Company of Lubbock, Inc.	10/30/1984	Cooper Supply Company
10/29/1998	L&H Plumbing & Heating Supply	5/1/1984	McKenna Supply Company
7/1/1998	Esco Supply Company	1/1/1984	Riverside Supply Company, Inc.
6/1/1998	Forward Enterprises	3/10/1983	Central Plumbing Supply Company

3/30/1998	Tozour Unitary Product Division	1/28/1983	Universal Supply Company, Inc.
1/7/1998	Steel City Wholesalers	12/31/1980	SCL Equipment Corporation
12/15/1997	Jaime Salicrup, Inc.	5/1/1976	Southern States Supply Company, Inc.
11/3/1997	South Bend Supply Company, Inc.	11/1/1977	Atlas Supply Company, Inc.
10/8/1997	Climate Makers of Charleston, Inc.	4/1/1975	Acquisition - Charleston, SC
9/22/1997	Raleigh Supply Company, Inc.		

POLICY NUMBER: HDO G47312097

1  
Endorsement Number: 88

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

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.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the	

- 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G47312097

1  
Endorsement Number: 69

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

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 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.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the	

- 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;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G47312097

1  
Endorsement Number: 105

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**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**

<p><b>Name Of Person(s) Or Organization(s):</b> 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.</p>
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<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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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: HDO G47312097

1  
Endorsement Number: 103

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.





### EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Named Insured Ferguson US Holdings, Inc.			Endorsement Number 12
Policy Symbol ISA	Policy Number H10707377	Policy Period 05/01/2023 to 05/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- BUSINESS AUTOMOBILE COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- COMMERCIAL UMBRELLA LIABILITY POLICY**
- EXCESS GENERAL LIABILITY POLICY**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

**A. EARLIER NOTICE OF CANCELLATION**

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

**B. EARLIER NOTICE OF NON-RENEWAL**

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Ferguson US Holdings, Inc.			Endorsement Number 34
Policy Symbol ISA	Policy Number H10707377	Policy Period 05/01/2023 TO 05/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIERS COVERAGE FORM  
 AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

### SCHEDULE

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.

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Authorized Representative

POLICY NUMBER: ISA H10707377

Endorsement Number: 49

**COMMERCIAL  
AUTO CA 04 49 11 16**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

## Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: WLR Number: C70312165
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

## 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

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.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

  
 \_\_\_\_\_ Authorized Agent \_\_\_\_\_

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: WLR Number: C70312128
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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

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.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

  
Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: RWC    Number: C70312244
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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

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.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

  
Authorized Agent

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: WLR Number: C70312128
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**EARLIER NOTICE OF CANCELLATION OR  
NONRENEWAL PROVIDED BY US - CALIFORNIA**

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium (in no event less than 10 days); or
2. 90 days before the effective date of cancellation if we cancel for any other reason permitted under applicable law (in no event less than 30 days).

B. Under Part Six - Conditions of the policy, the following is added:

**Notice of Nonrenewal**

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at least 90 days before the expiration date (in no event less than 30 days). Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

This form provides notice in excess of the notification requirements of CIC Section 676.8.

[Signature Box]

Authorized Agent





**Workers' Compensation and Employers' Liability Policy**

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: WLR Number: C70312128
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**EARLIER NOTICE OF CANCELLATION  
OR NONRENEWAL PROVIDED BY US**

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

2. 90 days before the effective date of cancellation if we cancel for any other reason.

B. Under Part Six - Conditions of the policy, the following is added:

**Notice of Nonrenewal**

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at Least 90 days before the expiration date. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

**State Exceptions**

California Not Applicable

[Empty Signature Box]

Authorized Representative

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: RWC Number: C70312244
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six - Conditions is deleted and replaced by the following:

**A. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
  - a. you fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;
  - b. a material misrepresentation;
  - c. a substantial breach of the obligations, conditions or warranties under the policy; or
  - d. a substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.
3. If we cancel for any permissible reason other than non-payment of premium, we must deliver or mail, first class, not less than \* thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

**B. Nonrenewal**

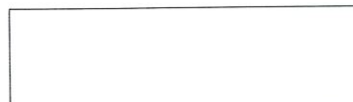
1. You have the right to have the insurance renewed unless we deliver or mail to you not less than \* sixty (60) days advance written notice stating our intention not to renew this policy.
2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year whichever is less.

4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policy holder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after written notice is mailed or delivered, in which case, you, the policy holder, may elect to cancel the renewal policy at any time during the sixty (60 ) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

- Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder which extends the cancelation or nonrenewal notification timeframe, will supercede the aforementioned notification requirements found in items A.3., and B.1., respectively.



Authorized Agent

**Workers Compensation and Employers' Liability Policy**

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: RWC Number: C70312244
Policy Period 05-01-2023 TO 05-01-2024	Effective Date of Endorsement 05-01-2023
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL AGREEMENT – WISCONSIN**

This agreement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A of the Information Page.

**A. EARLIER NOTICE OF CANCELLATION**

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

**B. EARLIER NOTICE OF NON-RENEWAL**

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

**In accordance with instructions from the Wisconsin Compensation Rating Bureau (WCRB) this agreement is not to be filed with the WCRB but maintained in the underwriting file. Failure to abide by this agreement may result in administrative action by the Wisconsin Office of the Commissioner of Insurance.**

Authorized Agent

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Ferguson US Holdings, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H10707377	Policy Period 05/01/2023 TO 05/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

**AUTO DEALERS COVERAGE FORM**

**MOTOR CARRIER COVERAGE FORM**

**EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(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.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

**Federal Insurance Company**

**AIA Document A310™ - 2010 Bid Bond**

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR**

*(Name, legal status and address):*  
 Ferguson Enterprises, LLC dba Ferguson Waterworks  
 4510 Prosperity Drive  
 Ft. Pierce, FL 34981

**OWNER**

*(Name, legal status and address):*  
 City of Port St. Lucie, Procurement Management Dept.  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34984-5099

**BOND AMOUNT**

\$1,000.00      One Thousand Dollars and 00/100

**SURETY**

*(Name, legal status and principal place of business):*  
**Federal Insurance Company**  
**202B Halls Mill Rd., PO Box 1650**  
**Whitehouse Station, NJ 08889-1650**

**PROJECT**

*(Name, location or address, and Project number, if any)*    Purchase of Warehouse Materials Contract #20240005

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2023


  
\_\_\_\_\_  
(Witness)

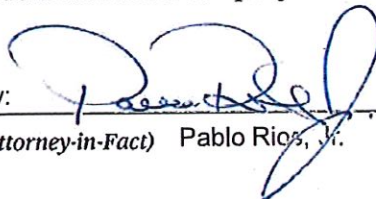
Ferguson Enterprises, LLC dba Ferguson Waterworks  
\_\_\_\_\_  
(Principal)

By:   
\_\_\_\_\_  
(Title) Branch Manager

(Corporate Seal)

**Federal Insurance Company**

  
\_\_\_\_\_  
(Witness) Wendy Lee Wadkins

By:   
\_\_\_\_\_  
(Attorney-in-Fact) Pablo Rios, Jr.





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kaitlyn Malkowski, Christopher F. Mulvaney, Pablo Rios Jr. and Wendy Lee Wadkins of Radnor, Pennsylvania -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of August, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 9th day of August, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of December, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**2023 - 2024**

**St. Lucie County Local Business Tax Receipt**

Facilities or machines #                      Rooms #                      Seats #                      Employees #6                      Receipt #5000-20050015  
Type of business 5000 MISC WHOLESALE                      Expires SEPTEMBER 30, 2024  
(PIPE, VALVES, FITTING)

DBA name Ferguson Enterprises Inc                      Business Ferguson Waterworks  
Mailing address: Ferguson Waterworks                      Business location: 4510 Prosperity Drive  
Attn: Business License                      Fort Pierce, FL 34945  
P.O. Box 2778  
Newport News, VA 23609

RENEWAL		St Lucie County	
Original tax:	\$27.55		855377
Penalty:			
Collection cost:		Paid 07/13/2023 27.55	0025-20230713-044288
Total:	\$27.55		

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Ferguson Waterworks  
Attn: Business License  
P.O. Box 2778  
Newport News, VA 23609