



City of Port St. Lucie  
Bid #20200082

Suppliers for Water & Sewer Products  
Due: August 26, 2020 at 2pm

Primary Contact:

Jeff Brouillette

Outside Sales Representative

[jeff.brouillette@fortiline.com](mailto:jeff.brouillette@fortiline.com)

Office: (772) 408-1960

Mobile: (561) 284-4476

## Cover Letter

August 26, 2020

City of Port St. Lucie  
Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St Lucie, FL 34984-5099

The City of Port St. Lucie, Florida has issued a solicitation request for E-Bid #20200082 for Suppliers for Water & Sewer Products. Fortiline Waterworks is pleased to respond to the above- referenced solicitation. We intend to improve and enhance as well as bring cost savings for the City of Port St. Lucie.

### About Us

Fortiline Waterworks is the second-largest American-owned wholesale distributor of underground water, sewer and storm utility products in the United States. Founded in 1997, Fortiline distributes more than 75,000 SKUs to a diverse base of more than 4,000 contractor, developer and municipal customers through a network of 50+ branches across the U.S. Our vision is to be the preferred and most trusted resource for utility infrastructure product solutions, and we back that with specialty divisions and extensive inventory at all our locations.

Fortiline was formed in 1997. Our purpose? To offer contractors and municipalities a better source for their underground utility supplies. Specifically, we distribute underground utility products for installation in both the public and private sectors. We believe that specialization-doing one thing and doing it well-is the key to superior service.

Our customers, who range from small municipalities to large multi-state corporations, help us feel confident that we're meeting our goals. Their loyalty, repeat business and positive feedback keep us motivated day by day.

All our locations are successful and have a positive impact on the geographic areas they serve. Fortiline is committed to controlled, targeted expansion that meets the needs of our client base. But we will never grow so fast or so large that we lose the agility, responsiveness and attention to detail that our customers have come to expect. As one of our employees said: "We have big company clout and small company attitude." We like that.

### Conclusion

Our goal is to meet and exceed all your expectations through a comprehensive approach to professional planning and operations, superior customer service, advanced equipment selection, highly developed quality assurance processes, and "Safety First" procedures. We believe that the City of Port St Lucie, Florida would highly benefit by choosing our firm, and its team members, with the breadth of experience our team has to offer and the ability to satisfy the selection criteria outlined in your solicitation.



Fortiline and its partners truly appreciate the opportunity to provide you our response to your proposed Suppliers for Water & Sewer project. You will have direct communication with your assigned account manager, branch and Fortiline team. As your Prime Contractor, we expect to be a true partner with The City of Port St. Lucie.

We look forward to working with the City of Port St. Lucie moving forward.

Thank you again for the opportunity,

A handwritten signature in blue ink, appearing to read "Wendy Walters". The signature is fluid and cursive, written over a thin horizontal line.

Wendy Walters  
Assistant Corporate Secretary

## Key Personnel Contact Information

Local Branch Fortiline, Waterworks  
Riviera Beach Branch 6759 White Drive  
Riviera Beach, FL 33407  
Phone: 772-408-1960  
Fax: 772-408-1963

Name: Jeff Brouillette  
Title: Outside Sales Representative  
Email: [jeff.brouillette@fortiline.com](mailto:jeff.brouillette@fortiline.com)

Name: David Guthart  
Title: Branch Manager  
Email: [david.guthart@fortiline.com](mailto:david.guthart@fortiline.com)

Corporate Office: Fortiline, Inc.  
Address: 7025 Northwinds Dr, NW  
Concord, NC 28027

Name: Sheri Smith, Regional Bid Coordinator  
Email: [sheri.smith@fortiline.com](mailto:sheri.smith@fortiline.com)  
Toll Free: 844-792-7473  
Phone: 704-788-9859  
Fax: 704-788-9896

Remit to: Fortiline, Inc.  
PO Box 744053  
Atlanta, GA 30384-4053

# *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 DeJager*  
*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>



CITY OF RIVIERA BEACH  
600 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404  
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

6759 White Dr  
FORTILINE, INC

FORTILINE, INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027

Issued:  
Vendor: 09082.1  
RETAIL MERCHANT  
9412-NUMBER OF VEHICLES

MUST BE POSTED CONSPICUOUSLY  
AT YOUR PLACE OF BUSINESS

**SECRETARY'S CERTIFICATE  
OF  
FORTILINE, INC.**

August 26, 2020

I, Wendy Walters, the duly elected Assistant Corporate Secretary of the entity identified above ("Company"), DO HEREBY CERTIFY and AUTHORIZE:

1. Sheri Smith, Regional Bid Coordinator of Fortiline, Inc., d/b/a Fortiline Waterworks, located at 7025 Northwinds Drive, NW, Concord, North Carolina, as authorized Agent and Signatory for Fortiline, Inc. on the City of Port St. Lucie, Florida, Suppliers for Water & Sewer Products, E-Bid #20200082, and every and any related Agreements, documents, forms or exhibits.

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Secretary's Certificate as of the date first written above.

By:   
\_\_\_\_\_  
Wendy Walters, Assistant Corporate Secretary of  
Fortiline Inc., as of the date forth above



**CITY OF PORT ST. LUCIE**  
**Sealed Electronic Bid (E-Bid) # 20200082**  
**Suppliers for Water & Sewer Products**

Prepared By: Jason Bezak  
Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Telephone: 772-344-4068 Fax: 772-871-7337  
Email: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com)



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**Attachments:**

E-Bid # 20200082 Excel Reply Spreadsheet

## INVITATION TO E-BID

Sealed Bid # 20200082 to Suppliers for Water & Sewer Products will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **2:00 p.m. on Wednesday, August 26, 2020.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid security, in the amount of one thousand dollars (\$1,000.00), made payable to the City of Port St. Lucie. The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. The original Bid Bond Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be uploaded on DemandStar.com with all other required responses. Then the original Bid Bond should be received within **five (5) business days** after the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract.

The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who e-bidding for the first time are strongly encouraged to contact DemandStar to obtain assistance by e-mailing questions to [demandstar@demandstar.com](mailto:demandstar@demandstar.com).

All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to DemandStar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right, to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bid, abandon the project in its entirety, or take other such action as serves the best interest of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Mr. Bezak in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4068, Fax (772) 871-7337, and/or email: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com). Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received **after Wednesday, August 19, 2020** may not be answered and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Mr. Bezak is the only individual authorized to represent the City.

### Suppliers for Water & Sewer Products

Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made. Questions will be answered in the form of an addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

Documents included in this E-Bid:

- E-Bid Specifications, pages 1-38
- E-Bid # 20200082 Excel Reply Spreadsheet (separate attachment)
- **Appendices A-C referenced in Specifications:**
  - A. 2019 Utility Standards Manual [https://utility.cityofpsl.com/media/1604/2019\\_standards.pdf](https://utility.cityofpsl.com/media/1604/2019_standards.pdf)
  - B. Appendix A: 2020 Standard Details <https://utility.cityofpsl.com/media/1772/standard-details-2020.pdf>
  - C. Appendix B: Qualified Products List <https://utility.cityofpsl.com/media/1589/appendix-b-qualified-products-list.pdf>

PLEASE UTILIZE THE LINK BELOW FOR APPENDICES A-C.

<https://utility.cityofpsl.com/get-connected/divisions/utility-engineeringcommercial-development/utility-standards-manual/>

Jason Bezak  
Procurement Agent I

**CAUTION:** Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

**SPECIFICATIONS**  
**SEALED E-BID # 20200082**  
**Suppliers for Water & Sewer Products**

**PURPOSE OF PROCUREMENT**

Pursuant to the [Port St. Lucie Ordinance 35.05](#) , this electronic Bid ("E-Bid") is being issued to establish a contract with a qualified supplier(s) who will provide Water & Sewer Products to the City of Port St. Lucie (hereinafter, "PSL") as further described in this Bid.

A descriptive overview of PSL can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit PSL's website to familiarize yourself with how our city is structured and operates. Please contact the Mr. Jason Bezak with any questions.

**CONE OF SILENCE**

This electronic bid follows [Port St. Lucie Ordinance 35.13](#) "Cone of Silence". All Bidders & City staff shall be governed by Port St. Lucie City Ordinance 35.13 "Cone of Silence".

**INTENT**

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supplying PVC Pipe & Fittings, Brass, Ductile Iron Materials and Concrete and Plastic Meter Boxes for Water and Sewer repairs on a one (1) year fixed price contract basis. The contract will include options to renew for four (4) additional one (1) year periods at a mutually agreed upon price with costs documented from the manufacturer.

The City will try to place orders in truckload quantity. However, this cannot be guaranteed. Therefore, the selected bidder must agree to deliver less than truckload quantities, (when required by the City) at the contract price and with no additional shipping charges. It is the City's intent to award the contract and all line items to one (1) bidder, however the City reserves the right to award to one (1) or multiple Bidders.

**ADDITIONAL REQUIREMENT**

All Bidders must accept the City's Purchasing Card as payment.

The Contractor must have all the required licenses and certifications necessary to perform this work. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

**NOTE:** The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

**1. GENERAL REQUIREMENTS**

**1.1 Invitation to Bid** - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

**1.2 Cost of Preparation of Bid** - The City will not be responsible for any cost incurred by any selected Bidder in the preparation of his/her bid.

**1.3 Examination of Drawings and Contract Documents** – The selected Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and

## Suppliers for Water & Sewer Products

conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the selected Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the selected Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

**1.4 Bid Price** - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Sheet/Questionnaire # 20200082. Bidders shall guarantee that said price(s) shall be firm, and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet/Questionnaire # 20200082. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. Three (3) references shall be listed from existing firms in Florida to which it has provided these types of services in the past or with which it is under contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the E-Bid Reply/Questionnaire # 20200082. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

**1.6 Award of Contract** - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ Accept Payment by Visa
- ◆ Have sufficient financial resources to complete the order
- ◆ Can meet quoted delivery considering all other business commitments
- ◆ Has a satisfactory record of performance
- ◆ Has adequate staffing to fulfill requirements
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction

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- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- ◆ The Bidder's past performance with City
- ◆ Has met all requirements of the solicitation (delivery, quality and price)
- ◆ Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- ◆ Has met bid security requirements; lack of security, where required, is a material nonconformity
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal:  
Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Bidder received notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the website.

**1.6.1 Collusion** - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

**1.6.2 Tie Bid Statement** – In the event of two (2) or more bids that 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 certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statutes, shall be given preference in the award process. Please submit the form that is enclosed with your bid response

**1.7 Variances to Specifications** - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

**1.8 Submittal of E-Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet # 20200082 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in Two (2) files. **No hard copies will be accepted.**

- A. Request Bid Specifications # 20200082 from Demandstar@demanstar.com or via internet [www.cityofpsl.com](http://www.cityofpsl.com)

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- B. Download the E-Bid Reply Sheet/Questionnaire #20200082 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet/Questionnaire and save.
- C. Download the E-Bid Reply Excel Spreadsheet # 20200082 and save to your hard drive, program is in Excel Office 2007 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet #20200082 and save. The form will automatically total the unit prices.
- D. Complete company information on E-Bid Reply Sheet/Questionnaire # 20200082.

### **File #1 – Upload the Excel Spreadsheet in Excel Format:**

- E. Enter fixed unit price total on E-Bid Reply Sheet/Questionnaire # 20200082. Totals shall agree with the E-Bid Reply Excel Spreadsheet # 20200082 that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet # 20200082 uploaded on DemandStar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet/Questionnaire # 20200082 uploaded on DemandStar will be resolved in favor of the E-Bid Reply Excel Spreadsheet # 20200082 that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet # 20200082 on DemandStar as File #1.
- F. Electronically sign the E-Bid Reply Sheet/Questionnaire # 20200082 where indicated.

### **File #2**

- G. Upload and submit the E-Bid Reply Sheet/Questionnaire # 20200082, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, \$1,000 Bid Bond (to be received within five (5) business days after the opening or your bid may be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Contractor Code of Ethics, E-Verify, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet/Questionnaire # 20200082. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.
- H. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**\*\* Only electronic replies are required. \*\***

#### **1.8.1 Shipping Terms** – Bidders shall quote F.O.B. Destination

**1.9 Execution of Contract**– The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a Visa order form has been issued.

**1.9.1 Failure to Execute Contract** - Failure on the part of the selected Bidder to execute the Contract as required may be justification for the annulment of the award.

## Suppliers for Water & Sewer Products

**1.10 Subcontracting or Assigning of the Contract** – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

**1.11 Public Entity Statement** - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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

**1.12 Permits** – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

**1.12.1** No City permits are required.

**1.13 W-9 Taxpayer Identification Form** - The selected Bidder shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.

**1.14 Withdrawal of Bids** - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.



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**1.15 Intent to Perform** - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specification.

## 2. SPECIFIC REQUIREMENTS

**2.1 Samples** - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to PMD.

**2.2 Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

## 3. ADDITIONAL INFORMATION

**3.1 Additional Bonding Requirements** – N/A.

**3.2 Brand Names** - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

**3.3 Protest** - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by following City Ordinance 20-15 identified in Chapter 35.14 "Protests".

*(balance of this page is left intentionally blank)*

E-Bid Reply Sheet/Questionnaire # 20200082  
Suppliers for Water & Sewer Products

1. **COMPANY NAME:** Fortiline Inc., DBA Fortiline Waterworks  
DIVISION OF: \_\_\_\_\_  
PHYSICAL ADDRESS: 6759 White Drive  
MAILING ADDRESS: 7025 Northwinds Dr., NW, Concord, NC 28027  
CITY, STATE, ZIP CODE: Riviera Beach, FL 33407  
TELEPHONE NUMBER: ( ) 772-408-1960 FAX NO. ( ) 772-408-1963  
CONTACT PERSON : Jeff Brouillette E-MAIL : jeff.brouillette@fortiline.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? SC

Mike Swedick

President

Marty Nagel

Vice President

John Tomasso

Treasurer

How long in present business: 23 years How long at present location: 12 years

Is the firm claiming Local Preference under City ordinance 35.12? Yes ( ) or No (✓)

Is firm your minority business: Yes ( ) or No (✓)

Does your firm have a drug free workplace program? Yes (✓) or No ( )

Total number of staff at this location: 20

Total number of staff within the Treasure Coast Area? 40

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	8/18
2	8/18
3	8/20

Suppliers for Water & Sewer Products

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Demandstar@demandstar.com. Bid Tabulation Reports are advertised on the City's Web Site at [www.cityofpsl.com](http://www.cityofpsl.com).

5. **BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).  
*(please circle one)*

5.2 Percentage of discount when payment is made with Visa: 0 % *(this amount maybe zero)*  
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 If unable to supply material within the required one (1) daytime frame, please indicate proposed delivery time from receipt of order. 7-21 Days.

5.4 Indicate "Floor Stock" quantities kept in inventory:  
Negotiable  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

5.5 Please state the electronic order entry system offered: Fortiline Ecommerce

5.6 List location of warehouse site for material pick-up: Pick up can be made at all 11 Fortiline branches in Florida. Riviera, Winter Garden, Fort Myers, Tampa, Jacksonville, Naples, Panama City, Miami Sarasota, Daytona, Winter Garden

5.7 If brands specified are not being bid, please list all "or equal" brands:  
Will be indicated based on award of items.  
\_\_\_\_\_  
\_\_\_\_\_.

5.8 Bid Reply Total from Schedule "A" from Line # 1201 : \$1,329,471.08  
*(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the DemandStar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet # 20200082 uploaded on DemandStar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)*

**Interpretation of the Approximate Quantities** – The City reserves the right to split the award, if in the City's opinion such a split is in the interest of the City. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

Suppliers for Water & Sewer Products

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.
7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.
8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.
9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary. Include all license that allows them to perform the work.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:  
No  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert additional lines if necessary.)
11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
Yes ( )                      No (✓)  
If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:  
No lawsuits involving Fortiline.  
\_\_\_\_\_  
\_\_\_\_\_  
(N/A is not an acceptable answer - insert lines if needed)
13. List any judgments from lawsuits in the last five (5) years:  
No judgements.  
\_\_\_\_\_  
\_\_\_\_\_  
(N/A is not an acceptable answer - insert lines if needed)
14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

Suppliers for Water & Sewer Products

No criminal violations or convictions.

(N/A is not an acceptable answer - insert lines if needed)

15. List three (3) projects similar to this Bid completed by your firm for Suppliers for Water & Sewer Products along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

**Suppliers for Water & Sewer Products Project Number 1**

Project Name: Water and Sewer Material  
Description: Supplier for Underground Water and Sewer Materials  
Location: Hillsborough County, Tampa Florida  
Completion Date: On Going  
Commercial or Residential? Commercial

Prime Contractor or Subcontractor: Prime

Client Name, Phone Number & Email: Judy Knotts, knottsj@hcflgov.net

Value of Total Contract: \$3 million

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

**Suppliers for Water & Sewer Products Project Number 2**

Project Name: Water and Sewer Material  
Description: Supplier for Underground Water and Sewer Materials  
Location: City of Cape Coral FL  
Completion Date: On Going  
Commercial or Residential? Commercial

Prime Contractor or Subcontractor: Prime

Client Name, Phone Number & Email: David Vallandingham, dvalland@capecoral.net

Value of Total Contract: \$2 Million

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Suppliers for Water & Sewer Products

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Suppliers for Water & Sewer Products Project Number 3

Project Name: Underground Utility Parts Supplier

Description: Supplier for Water and Sewer Material

Location: Emerald Coast Utilities Services, Inc., Elgin AFB, FL

Completion Date: On Going

Commercial or Residential? Commerical

Prime Contractor or Subcontractor: Prime

Client Name, Phone Number & Email: Barry Skipp, barry.skipp@ecus.asusinc.com

Value of Total Contract: \$100K

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

16. Status of current contracts. Please provide the number of current contracts as well as a sample list of the projects currently underway. Insert additional pages if needed.

See next insert for our sample list. There are over 100 of current contracts.

17. Will the Contractor be able to meet the timeline illustrated in Section III, Scope of Work?  
Yes (X) No ( )

18. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

See next page

19. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)

See next page

20. Provide written summary of your general approach to responding to City requests for Emergency Work.

See next page

## Examples of a Few of our Current Contracts

Company	Location	Job
Seacoast Utilities	Palm Beach Gardens, FL	Water and Sewer Materials
Palm Beach BOCC	West Palm Beach, FL	Water and Sewer Materials
City of Homestead	Homestead, FL	Water and Sewer Materials
Gwinnett County	Lawrenceville, GA	Water and Sewer Materials
JEA	Jacksonville, FL	Underground Utility Parts Supplier
Pompano Beach	Pompano Beach, FL	Fire Hydrants- Parts and Supplies
Fort Lauderdale	Fort Lauderdale, FL	Underground Utility Parts Supplier
City of Cape Coral	Cape Coral, FL	Water, Sewer, Wastewater Supplies
Bonita Springs Utilities	Bonita Springs, FL	Water, Sewer, Irrigation Materials
City of Dallas	Dallas, TX	Water, Sewer Materials
Old North Utility Services	Fort Bragg, NC	Water, Sewer & Wastewater Supplier
Emerald Coast Utilities Services, Inc.	Elgin AFB, FL	Underground Utility Parts Supplier
Pasco County	New Port Richey, FL	On Going as needed Pipe, Valve and Fittings
Citrus County	Inverness, FL	Citrus County Utilities Stock Materials
Hillsborough County	Tampa, FL	Water and Sewer Materials
GJ Boring and Construction	Conroe, TX	PVC gravity SDR-35 sewer pipes and fittings
City of Magnolia	Magnolia, TX	PVC gravity SDR-35 sewer pipes and fittings
Kaiser Plumbing	Houston, TX	PVC gravity SDR-35 sewer pipes and fittings

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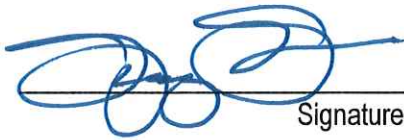
18. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)
- Fortiline has had several accomplishments, meeting all deadlines, an executing all contracts. At Fortiline, we strive to serve our customers with quality products, extraordinary customer service, and competitive pricing. As the second largest waterworks distributor in the nation, we utilize our 50+ branches serving 22 states to make sure that we have the inventory available when our customers are in need.
  - Fortiline uses a holistic approach from our corporate and regional management teams to warehouse personnel and drivers to make sure that we have the product on the shelf for our contractor and municipal customers and that product gets to its destination with a sense of urgency.
  - Fortiline prides itself on its great customer relations, you are not just a customer but a partner. We listen to your needs and can accommodate accordingly. We communicate with you regularly to ensure you are getting everything you need and value your opinion.
19. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)
- We offer solutions and on cost containment that ensure you are given the most cost effective prices for the products we offer. We will work with you on determining the best options that will work for the municipality.
20. Provide written summary of your general approach to responding to City requests for Emergency Work.
- We extend our service hours to assist you with emergencies and disasters. We offer you multiple points of contacts to ensure you are taken care of.
  - Fortiline, Inc. will assign a team to Port St Lucie. This is to ensure you are taken care of and have the support you need at all times. Your dedicated Municipal Account Manager is Jeff Brouillette. You will also have direct contact with your assigned branch manager, the inside sales representative and emergency contacts.
  - Fortiline can ensure all orders are delivered safely and on time. We are available for all water and sewer supply emergencies 24/7. At Fortiline, we maintain viable inventory levels at each of our locations in order to provide municipalities, developers and contractors with the superior service that they have come to expect. With our own fleet of delivery vehicles and great staff, we are always ready to respond to your every need quickly and reliably.



**21. CERTIFICATION**

This bid is submitted by: I, Wendy Walters am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

**Bidder has read and accepts the terms and conditions of the City's standard Contract:**



Signature

Assistant Corporate Secretary  
Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.



\*\*\*\* **(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)** \*\*\*\*

**CITY OF PORT SAINT LUCIE  
CONTRACT # 20200082**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida (or the state where they are) Corporation, *address*, Telephone No. ( ) \_\_\_\_ Fax No. ( ) \_\_\_\_\_, hereinafter called "Contractor", party of the second part.

**SECTION I  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Contractor a is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with Suppliers for Water & Sewer Products as well as other tasks (Work) more specifically described in this Contract; and

**WHEREAS**, Contractor is qualified, willing and able to provide the Scope of Services and work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Provider to perform the Scope of Services and work/services specified and, in an amount, agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

Project Manager: City of Port St. Lucie  
Utility Systems Department  
Michael Rossignol, Warehouse Supervisor  
City of Port St. Lucie, Utility Systems Dept.  
900 S.E. Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone (772) 871-7384, Fax (772)871-7337  
Email: [mrossignol@cityofpsl.com](mailto:mrossignol@cityofpsl.com)

City Contract Administrator: City of Port St. Lucie  
Procurement Management Department  
Attn: Jason Bezak, Procurement Agent I  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone: 772-344-4068 / Fax: 772-871-7337  
Email: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com)

Suppliers for Water & Sewer Products

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Manager: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION II**  
**DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications # 20200082, **Suppliers for Water & Sewer Products** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

**Scope of work:** The Contractor shall be a full supplier of PVC Pipe & Fittings, Brass, Ductile Iron Materials and Concrete and Plastic Meter Boxes for Water and Sewer repairs. The City will try to place orders in truckload quantity. However, this cannot be guaranteed. Therefore, the Contractor must agree to deliver less than truckload quantities, (when required by the City) at the contract price and with no additional shipping charges.

**Floor Stock** - Contractor must be an ongoing manufacturer or distributor of the items listed on the Bid Reply Sheet and must normally carry a "floor stock" of the specified items.

**Critical Need** - In the event of a critical need the City reserves the right to purchase any item covered by a Contract resulting from this Specification locally.

**Warehouse Site** – Contractor must have a warehouse in the four (4) county area (St. Lucie, Martin, Indian River or Palm Beach) for material pick-up.

**Product Inspection** – All products are subject to inspection and testing prior to usage. A sample must be made available upon request.

**On-Line Order Entry System** – Contractor is required to have On-Line order capabilities, preferably Sellwise e-business suite. If you are not using Sellwise e-business suite, the following requirements must be met:

Contractor shall have the City of Port St. Lucie’s part number ID transfer and on-line purchasing capabilities. The Contractor will supply an on-line entry system to perform, at a minimum, the following functions from the Utility’s location:

- a) **Order Entry** allows the Utility to type in orders from an in-house computer. Information is sent electronically to the vendor’s computer for processing.
- b) **Stock Availability** allows the Utility to check the vendor’s stock level and any branches stock level.
- c) **Pricing** will allow the customer to verify inventory prices.
- d) **Accounts Receivable** will allow the customer to see each invoice with all pertinent information.
- e) **Current Order Status and History** allows the Utility to check order status, lead time, method shipped, etc. for all orders. It also gives the Utility a history of all material purchased.
- f) **Back Order Information** gives the customer status of all back orders by order number or inventory number.
- g) **Electronic Messaging** allows the Utility to communicate via electronic message with the vendor.

Suppliers for Water & Sewer Products

- h) Order History by Order Number gives the Utility the ability to instantly look up closed orders for any information desired.

**All information must be retrievable using the City of Port St. Lucie Utility's inventory numbers.**

**Equipment** - Each party will provide and maintain at its own expense all hardware and software necessary, to effectively and reliably, execute the requirements of the scope described above.

**Accountability** - Access to electronic ordering must be controlled by a password system. The Utility must be assured that all files are electronically protected.

**Delivery and Packing Requirements**

**Deliveries** - Resulting deliveries are to be made FOB Destination - City of Port St. Lucie Utility Warehouse, 900 SE Ogdan Lane, Port St. Lucie, Florida 34983. All items are to be designated for inside delivery. Deliveries are received at this location between the hours of 8:00 am and 3:00 pm.

**Packing** - All materials delivered as a result of this order is to be packed in a manner which will insure that the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty (50) pounds. A packing list specifying the City's contract number, quantity, description of each item shipped, and if the order is charged to Visa, the cardholder's name and card number shall accompany each shipment. The Contractor must have the capabilities of shrink-wrapping and palletizing individual loads as well as bulk truckloads.

**Loading** – Material is to be loaded suitable for removal from side of vehicle.

**Stock Material** – Vendor is required to stock material in sizes one-half – (½") through sixteen – (16").

**Product Specification Requirements:** All materials must be listed in the City of Port St. Lucie's Qualified Products List. **Please refer to Appendix "C" at [www.cityofpsl.com](http://www.cityofpsl.com);**

It is required that all **Corrugated Polyethylene Pipe and Fittings** will meet or exceed industry standards and the following:

- PVC Pipe – SCD 40 – ASTM 1785
- PVC Pipe – SCD 80 – ASTM 1785
- Polyethylene Pipe - ASTM D2737

**Material Specifications for Concrete Meter Boxes and Plastic Meter**

**Boxes** - The following paragraphs contain the descriptions and a parts listing of Brooks Products.

**All boxes quoted must meet the actual specifications and measurements on the drawings (see Appendix "B" at [www.cityofpsl.com](http://www.cityofpsl.com));** Brooks Products Carson- Brooks Plastics, Inc., or any acceptable equivalent.

**Concrete meter boxes with cast iron meter reader lid:** All aggregates, fine and course, shall conform to ASTM C-33 and be free of all deleterious substances. Cement shall be Portland in type, which conforms to ASTM C-150, Type II and shall have a minimum strength of 5,000 psi. All concrete meter boxes shall have steel reinforcing in the box as well as the lid. The box shall have a lid with a cast-iron meter- reader lid that is permanently affixed.

Suppliers for Water & Sewer Products

**Plastic Meter boxes:** Rib reinforced standard single and double sizes with cast iron meter reader lids permanently affixed.

**Fiberglass reinforced polyester (FRP) wet well liners** –see Appendix B at [www.cityofpsl.com](http://www.cityofpsl.com) - shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins, with fiberglass reinforcements. It is intended that the wet well liner be a one-piece unit and factory manufactured under quality control conditions with proof of compliance with manufacturing procedures and materials utilized. The FRP wet well liner shall be as manufactured by L.F. Manufacturing, Inc., or an approved equal.

**Brass Parts and Materials:** All brass parts and materials are required to meet or exceed American Water Works Association (AWWA) standards.

Requests for materials will be made to the vendor on an as-needed basis depending on the assignment of projects and/or stocking requirements. Contractor must deliver said materials within the same day or next business day – depending on time of day of order placement - after receipt of order (ARO).

Replacement parts are to be from the manufacturer of the hydrant such as a Clow or Mueller. Generic parts are not acceptable.

The City does not consider Rustoleum an equivalent. Acceptable brands are Seymour and Aervoe.

**PVC Cement and PVC Primer**

The City currently uses EZ Weld for PVC Cement and PVC Primer. The City does consider Oatey as an equivalent brand.

**ADDITIONAL REQUIREMENT**

All Bidders must accept the City's Purchasing Card as payment.

**SECTION III**  
**TIME OF PERFORMANCE**

The initial term Contract Period start date shall begin \_\_\_\_\_ and will extend for one (1) year thereafter ending on \_\_\_\_\_. The Contractor will be required to commence work under this Contract within seven (7) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**Delivery** - Requests for materials will be made to the City on an as-needed basis depending on the assignment of projects and/or stocking requirements. If the order is placed before 9:00 am, same day delivery is required, if placed after 9:00 a.m., delivery is to be the following business day. Backorders are to be filled within two (2) working days. Delivery shall be within the normal working hours of the user, Monday through Friday. Items that are not delivered within the time specified may, at the City's option, may be procured from an alternate source and any additional cost thus incurred invoiced to the Contractor.

Suppliers for Water & Sewer Products

**Delivery Location** Utility Warehouse, 900 SE Ogden Lane, Port St. Lucie Fl. 3498. Additional locations may be added throughout the Contract with no additional cost to the City for delivery.

**Backorders** Are to be filled within two – (2) business days. If upon receipt of any order, the Contractor is unable to make delivery of any item(s), within the specified time, The Contractor must immediately contact the Project Manager, to advise him of the anticipated delivery date. The Contractor will thereafter proceed as authorized by the Project Manager. Any modification made by the Project Manager to delivery dates or quantities will be confirmed in writing that the Contractor is unable to make delivery of any item(s) on the date specified shall not constitute an excusable delay.

**Delayed Delivery** - At any time, when unforeseen circumstances cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City, of said circumstances as soon as practicable. Said notification will not relieve the Contractor of their obligation and/or of penalties as stated in the specifications, but will be considered by the City when weighing appropriate action.

**Delivery Information** - Each release furnished to the Contractor will have the following information:

- a. Visa Order number.
- b. The type and quantity of material required.
- c. The date and time delivery is to be made.
- d. The destination of the delivery.

**SECTION IV**  
**RENEWAL OPTION**

The Contract period shall be for one (1) year with an option to renew for four (4) additional one (1) year periods as appropriations allow in the budget. Renewals shall be based on mutual agreement between the City and the Contractor to provide the identical services required under this contract as outlined in the Scope of work and maintain the same terms and conditions, and cost structure as delineated herein. All renewals must be offered in writing ninety (90) days prior to the termination of this contract.

**SECTION V**  
**COMPENSATION**

The total amount to be paid by the City to the Contractor is a fixed unit price as listed in Schedule A.

**Purchasing Card Payment Procedures**

1. An account with the City's P-Card Provider will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Contractor will be provided this account number to process payments.
2. A purchase order to the Contractor for this project may not be issued.
3. The Contractor will send the Project Manager by the 1<sup>st</sup> of each month a detailed pay request listing products that have been received and accepted.
4. The (PM) will audit to determine that the materials that are being billed have been received as per contract specifications. The PM will sign documents that state the payment is correct and payment by the City is authorized.

## Suppliers for Water & Sewer Products

5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Contractor to proceed with placing the charge on the City's P-Card Provider specified account.
6. The Contractor may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. Invoices that are not approved by the PM will be returned to the Contractor with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

**Frequency of Orders** - A Visa Authorization form will be issued for each individual project issued under this contract. All work assigned will reference that Visa Authorization number. All scheduling and work assignments will be discussed for each project.

Invoices for services made with the City's Purchasing Card Program guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XVIII.

All invoices and correspondence relative to this Contract must contain the visa order #, Contract number, unique invoice number, detail of items with prices that correspond to the Contract and release of liens.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

## **SECTION VI** **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the City Purchasing Agent or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

## **SECTION VII** **CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management

**Suppliers for Water & Sewer Products**

Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION VIII**  
**INDEMNIFICATION/ HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. This indemnification shall survive the termination of this Contract.

**SECTION IX**  
**SOVERIEGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION X**  
**INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any



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obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors, and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20200082 – Suppliers for Water & Sewer Products shall be listed as additionally insured."** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be

### Suppliers for Water & Sewer Products

listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and sub-contractors listing the City as an Additional Insured without the language, when required by written contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

### SECTION XI ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed

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appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

**SECTION XII**  
**PERFORMANCE & PAYMENT BONDS**

N/A.

**SECTION XIII**  
**PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION XIV**  
**COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. ([See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/](http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are

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not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

**CITY CLERK**  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)

**SECTION XV**  
**CLEANING UP**

N/A.

**SECTION XVI**  
**NOTICE OF PERFORMANCE**

N/A.

**SECTION XVII**  
**DELIVERY DOCUMENTATION**

Where contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The Project Manager or his /her designee receiving the material shall sign the delivery ticket. One (1) copy shall be given to the Project Manager or his/her designee with the material. The Contractor shall retain one (1) copy, and one (1) copy shall accompany the Contractor's invoice.

**SECTION XVIII**  
**INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIX**  
**ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any visa order form issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**Implied Warranty of Merchantability** - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

**Warranty and Guarantee** - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

**Miscellaneous Testing** - The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

**Cooperative Purchasing Agreement** - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists

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between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

**Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

**SECTION XX**  
**LICENSING**

N/A.

**SECTION XXI**  
**SAFETY PRECAUTIONS**

**Conditions for Emergency/Hurricane or Disaster** It is hereby made part of the Contract that before and after a public emergency, disaster, hurricane, flood or other such acts of God that the city of Port St. Lucie shall require "priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety as determined by the City. Contractor agrees to rent/sell/lease all goods and service to the city or other government entities as opposed or a private citizen on a priority basis. The City expects to pay contractual prices for all goods and services required during and emergency situation. The Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**SECTION XXII**  
**ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

**SECTION XXIII**  
**TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. **Termination for Breach of Contract.** If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. **Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in each visa authorization, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and

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severally liable to the City for the amount thereof. The start date and duration of each project shall be listed on the visa authorization and will be mutually agreed to up front and adhered to by the City and Contractor.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining SERVICES to be performed in the event the CONTRACTOR is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

## SECTION XXIV LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

## SECTION XXV REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXVI**  
**APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXVII**  
**ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVIII**  
**CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXIX**  
**POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXX**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.



**SECTION XXXI**  
**ENTIRE CONTRACT**

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*(Balance of page left intentionally blank)*

Suppliers for Water & Sewer Products

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

COMPANY NAME

By: \_\_\_\_\_  
City Purchasing Agent

By: \_\_\_\_\_  
Authorized Representative

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

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Signature

Notary Public: State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_ (seal)

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes 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 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

8/4/2020  
Date

**CONTRACTOR CODE OF ETHICS**

**E-BID #20200082**

**Suppliers for Water & Sewer Products**

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 Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor 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.
- ◆ Vendor 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.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor 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.
- ◆ Vendor 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.
- ◆ Vendor 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.
- ◆ Vendors 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, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors 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, Vendor 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 Fortiline Inc., DBA Fortiline Waterworks

Signature *Sheri Smith*

Printed Name and Title Sheri Smith, Regional Bid Coordinator

Date 08/26/20

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

Suppliers for Water & Sewer Products

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-BID # 20200082

Suppliers for Water & Sewer Products

State of NC }

County of Cabarrus }

Sheri Smith, being first duly sworn, disposes and says that:  
(Name/s)

1. They are Reg. Bid Coordinator of Fortiline, Inc. the Bidder that (Title)  
(Name of Company)

has submitted the attached bid;

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

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

4. Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Sheri Smith

(Title) Regional Bid Coordinator

STATE OF FLORIDA }  
COUNTY OF St. Lucie} SS:

The foregoing instrument was acknowledged before me this 21st of August 2020 (Date)

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

Daniel Jasinski Daniel Jasinski, Credit Manager/Notary Public  
Notary (print & sign name)

Commission No. 201905700264



**E-VERIFY  
E-BID #2020082  
PROJECT TITLE: SUPPLIERS FOR WATER & SEWER PRODUCTS**

Contract No: 2020082

Financial Project No(s): \_\_\_\_\_

Project Description: Suppliers for Water & Sewer Products

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

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 Vendor/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.

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

Authorized Signature: *Jua Long*

Title: Director, Employee Relations

Date: 8/4/2020

**CHECKLIST**  
**Bid #20200082**  
**Suppliers for Water & Sewer Products**

Name of Bidder: Fortiline Inc., DBA Fortiline Waterworks

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet #20200082 with proper signatures upload to DemandStar.
- \$1,000 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- Excel Reply Spreadsheet # 20200082 uploaded to DemandStar.
- Copy of Insurance Certificate in accordance with Section X of the E-Bid documents uploaded to DemandStar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- Required forms: Contractor Code of Ethics, Non-Collusion Affidavit of Prime Contractor and E-Verify. All forms are to be uploaded to DemandStar.
- Drug Free Workplace Form uploaded to DemandStar.
- Required W-9 as per Section 1.13 uploaded to DemandStar.
- Copy of the Checklist uploaded to DemandStar.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet # 20200082.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Have reviewed the Contract and accept all City Terms and Conditions.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

**BID BOND**

**Conforms with The American Institute of Architects, A.I.A. Document No. A-310**

KNOW ALL BY THESE PRESENTS, That we, Fortiline, Inc. d/b/a Fortiline Waterworks

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Atlantic Specialty Insurance Company,

of New York, a corporation duly organized under

the laws of the State of New York, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie, FL as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5 % ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

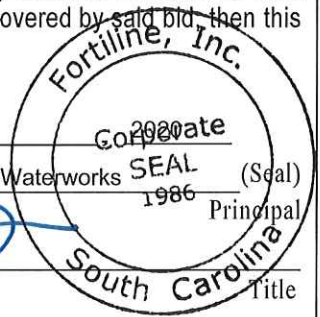
WHEREAS, the Principal has submitted a bid for E-Bid #20200082 - Suppliers for Water & Sewer Products

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 26th day of August

Julie A. Cluni  
Witness

{ [Signature]  
Fortiline, Inc. d/b/a Fortiline Waterworks (Seal)  
Principal  
South Carolina Title



Leah M. LaPaglia  
Witness

{ [Signature]  
Atlantic Specialty Insurance Company  
By Cara D. Hancock, Attorney-in-Fact





# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jennifer Winters, Cara D. Hancock**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

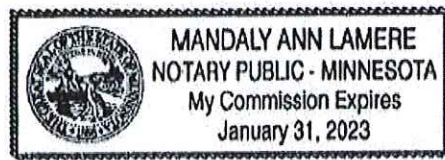
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Mandaly Ann Lamere*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of August, 2020.



*Christopher V. Jerry*  
Christopher V. Jerry, Secretary

This Power of Attorney expires  
January 31, 2023

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Fortiline, Inc.</b>	
	Business name, if different from above <b>Fortiline Inc., DBA Fortiline Waterworks</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>7025 Northwinds Drive, NW</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Concord, NC 28027</b>	
List account number(s) here (optional)		

### 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number <b>57 : 0819190</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Sheri Smith</i>	Date ▶ <b>08/25/2020</b>
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2020

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	<b>CONTACT NAME:</b> Matt Banker <b>PHONE (A/C, No, Ext):</b> (972) 813-2160 <b>E-MAIL ADDRESS:</b> matt_banker@ajg.com		<b>FAX (A/C, No):</b> (972) 991-4061
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248	MORSINC-01	<b>INSURER A:</b> Travelers Property Casualty Co of America <b>INSURER B:</b> ACE American Insurance Company <b>INSURER C:</b> ACE Property & Casualty Insurance Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25674 22667 20699

**COVERAGES**

CERTIFICATE NUMBER: 655731059

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	OGL G4666484A	4/30/2020	4/30/2021	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-5H600032-20	4/30/2020	4/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOO G46664887	4/30/2020	4/30/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-1L155252-20-51-K	4/30/2020	4/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

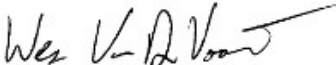
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FULL NAMED INSURED SCHEDULE ATTACHED

General Liability policy includes 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  
 General Liability policy includes BLANKET WAIVER OF SUBROGATION under Policy form CG 24 04 12 19  
 General Liability policy includes Primary and Noncontributory under Policy form CG 20 01 12-19

Automobile Liability policy includes BLANKET ADDITIONAL INSURED under Policy form CA T4 37 02 16  
 Automobile Liability policy includes BLANKET WAIVER OF SUBROGATION Policy Form CA T3 40 02 15  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Port St. Lucie Procurement Management Department 121 SW Port S. Lucie Boulevard Port St. Lucie FL 34984-5099	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**

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc.		<b>NAMED INSURED</b> MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

Automobile Liability policy includes Primary and Non-Contributory under Policy Form CA T4 74 02 16

Workers Compensation policy includes BLANKET WAIVER OF SUBROGATION under Policy Form WC 00 03 13(00) - 001

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

Bid #20200082 Suppliers for Water & Sewer Products

Additional Insured & Waiver of Subrogation in favor of City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents as required by written contract (Contract #20200082 - Suppliers for Water & Sewer Products).

MORSCO, Inc.

Named Insured Entities
MORSCO, Inc.
DeVore & Johnson
Eagle Underground Utility Supply, Inc
Express Pipe & Supply
Express Pipe & Supply Co. LLC
Expressions Home Gallery
Farnsworth Wholesale Supply
Fortiline, Inc.
Fortiline, LLC
FWC Supply
FWC Supply, LLC
Kiva Kitchen & Bath
Mainline Holding Company, LLC
Mainline Supply of Asheville, LLC
Mainline Supply of Atlanta, LLC
Mainline Supply of Charlotte, LLC
Mainline Supply of Florida, LLC
Mainline Supply of Greensboro, LLC
Mainline Supply of Greenville, LLC
Mainline Supply of Jonesboro, LLC
Mainline Supply of South Carolina, LLC
Mainly Supply Company, Inc. (old pipeline)
Morrison Supply Company
Morrison Supply Company, LLC
MSC Waterworks Company Inc
MSC Waterworks LLC
MSC Waterworks of Atlanta, LLC
Murray Supply Company
Patriot Supply Holdings, Inc
Patriot Supply Intermediate, Inc
Pipeline Sales, LLC
Pipeline Supply Company, LLC
PSCI Acquisition Corporation
Wholesale Specialities
WS Supply
WS Supply, LLC
Mainline Holding Company, Profit Sharing
MORSCO HVAC Supply dba Busch Supply
Morrison Supply Company, LLC dba Builders Discount Appliance Mart
Morrison Supply Company, LLC dba American Supply Company

## Named Insured Entities

Morrison Supply Company, LLC, Express Pipe & Supply Co., LLC and FWC Supply, LLC dba Expressions Home Gallery

Morrison Supply Company, LLC and Express Pipe & Supply Co., LLC dba Kiva Kitchen and Bath

Morrison Supply Company, LLC dba Empire Plumbing Supply

Morrison Supply Company, LLC dba EP Supply

Morrison Supply Company, LLC dba Dixie Utility Supply

Morrison Supply Company, LLC Western Wholesale Supply Co

Morrison Supply Company, LLC dba Murray Supply Company

Morrison Supply Company, LLC Devore & Johnson

WS Supply, LLC dba Wholesale Specialities

WS Supply, LLC dba Farnsworth Wholesale Supply

Mainline Holding Company, LLC

Morrison Supply Company LLC, DBA American Supply

Mainly Supply Company, Inc. (Old Pipeline)

Eagle Underground Utility Supply, Inc.

Pipeline Sales, LLC

PSCI Acquisition Corporation

Pipeline Supply Company, LLC

MSC Waterworks, LLC

MSC Waterworks Company, Inc.

MSC Waterworks of Atlanta, LLC

Devore & Johnson

Express Pipe & Supply

Expressions Home Gallery

Todd Pipe Holdings, Inc.

LegendMRO, LLC

Todd Pipe & Supply, LLC

MORSCO Supply, LLC d/b/a Reece Plumbing

MORSCO Supply, LLC d/b/a Reece HVAC

Fortiline Inc., d/b/a Reece Waterworks

**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**

<b>Designation Of Premises (Part Leased To You):</b>	
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>	
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.	
<b>Additional Premium:</b>	<b>Incl.</b>
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
<p>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.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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.

**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-1L155252-20-51-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: 05-12-20

ST ASSIGN:

**Addendum # 1  
E-Bid # 20200082  
Suppliers for Water & Sewer Products  
August 18, 2020**

Please make the following changes/modifications to the subject solicitation:

**QUESTIONS AND ANSWERS:**

1. Did you decide on awarding it to one supplier?  
**1A.) Please see Page 5 which states the following: "It is the City's intent to award the contract and all line items to one (1) bidder, however the City reserves the right to award to one (1) or multiple Bidders."**
2. For fire hydrant parts, will you accept parts from a third party mfg. such as Hydrant Repair Parts?  
**2A.) No original mfg. only.**
3. PVC Part and Fittings sch40 and 80-Will you accept Charlotte fittings? We can give the warehouse the box quantities if we are awarded.  
**3A.) No, the City will not accept Charlotte fittings.**
4. PVC Pipe-We will most likely quote Silverline, but can we utilize Charlotte as an alternate?  
**4A.) Yes.**
5. Meter Boxes-Are you able to clarify which items/part #'s are needed for the below?  
**5A.) PLEASE SEE ADDENDUM # 2 – REVISED EXCEL SPREADSHEET # 20200082.**

**REVISIONS:**

THE CITY HAS REVISED THE EXCEL SPREADSHEET TO INCLUDE USING ONLY THE SPECIFIED MANUFACTURERS ON CERTAIN LINE ITEMS. THOSE REVISIONS HAVE BEEN HIGHLIGHTED IN BOLD ON ADDENDUM # 2 TITLED "REVISED EXCEL SPREADSHEET # 20200082".

**BIDDERS MUST UTILIZE ADDENDUM # 2 TITLED "REVISED EXCEL SPREADSHEET # 20200082 FOR PRICING WHEN SUBMITTING THEIR BID. BIDDERS WHO DO NOT USE ADDENDUM # 2 TITLED "REVISED EXCEL SPREADSHEET # 20200082 MAY BE DEEMED NON-RESPONSIVE. THIS WILL BE THE FORM ACCEPTED UNLESS DIRECTED IN A FUTURE ADDENDUM.**

**NOTE: The Bid Opening date has not been changed.**

Instructions to Bidders:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have their bid accepted.

**Addendum # 3  
E-Bid # 20200082  
Suppliers for Water & Sewer Products  
August 20, 2020**

Please make the following changes/modifications to the subject solicitation:

**QUESTIONS AND ANSWERS:**

1. I saw the two addendums and thank you. Given the new information, would it be possible to move the bid due date to 8/31?

**1A.) The City will not be extending the bid opening date at this time.**

**ADDITION:**

The following section shall be added to page 10 of E-Bid # 20200082 as sub-section 3.4 titled "Public Announcement", by inclusion herein:

**3.4 Public Announcement – The results will be announced through the public posting of the City Council Agenda to the City's website. The agenda will identify the suppliers determined to be qualified, unsuccessful suppliers, and any reason why the unsuccessful suppliers were not selected. The List of Qualified Suppliers is subject to revision based on the completion of the protest process. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE PUBLISHED LIST OF QUALIFIED SUPPLIERS WILL BE PROVIDED BY THE CITY PROCUREMENT DEPARTMENT. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE CITY'S WEBSITE FOR NOTICE OF THIS LIST.**

This published list will be the City Council Agenda that is published the Wednesday before the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month. See hyperlink below.

<https://psl.legistar.com/Calendar.aspx>

**NOTE: The Bid Opening date has not been changed.**

Instructions to Bidders:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have their bid accepted.