

Responses

Success: All data
is valid!

				Text	Text
Status	Bid/No Bid Decision	#	Brand	Vendor: Affirm if you're authorized to provide this brand by typing (Yes or No)	Manufacturer/Br and Authorization Letter Attached or Can be Provided within 5 Calendar Days of Request By County ? (Yes or No)
Success: All values provided	Bid	#0-1	A.Y. McDonald Mfg. Co. (Water)	Yes	Yes
Success: All values provided	Bid	#0-2	A.Y. Plumbing	Yes	Yes
Success: All values provided	Bid	#0-3	A.Y. Waterworks	Yes	Yes
Success: All values provided	Bid	#0-4	American AVK	Yes	Yes
Not Bidding	No Bid	#0-5	American Cast Iron Pipe Company		
Not Bidding	No Bid	#0-6	American Flow Control Inc		
Not Bidding	No Bid	#0-7	American Valve		

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Success: All values provided	Bid	#0-8	Apollo	Yes	Yes
Success: All values provided	Bid	#0-9	Bingham & Taylor	Yes	Yes
Success: All values provided	Bid	#0-10	BMI	Yes	Yes
Success: All values provided	Bid	#0-11	Brecco	Yes	Yes
Not Bidding	No Bid	#0-12	Brooks		
Not Bidding	No Bid	#0-13	Buy Wholesale Company		
Not Bidding	No Bid	#0-14	Cambridge Brass		
Success: All values provided	Bid	#0-15	Carson Brooks Industries, Inc	Yes	Yes
Success: All values provided	Bid	#0-16	CDR Systems	Yes	Yes
Success: All values provided	Bid	#0-17	CDR Systems, Inc	Yes	Yes

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Success: All values provided	Bid	#0-18	Charlotte Pipe	Yes	Yes
Success: All values provided	Bid	#0-19	Charter Plastics	Yes	Yes
Success: All values provided	Bid	#0-20	Clow Valve Co	Yes	Yes
Not Bidding	No Bid	#0-21	CMC Howell Metal		
Not Bidding	No Bid	#0-22	Conery Mfg, Inc		
Success: All values provided	Bid	#0-23	Copper	Yes	Yes
Not Bidding	No Bid	#0-24	Curtis		
Success: All values provided	Bid	#0-25	DFW Series A	Yes	Yes
Success: All values provided	Bid	#0-26	DFW Series C	Yes	Yes
Success: All values provided	Bid	#0-27	DFW Series F	Yes	Yes

Status	Bid/No Bid Decision	#	Brand	Vendor: Affirm if you're authorized to provide this brand by typing (Yes or No)	Manufacturer/Brand and Authorization Letter Attached or Can be Provided within 5 Calendar Days of Request By County ? (Yes or No)
Not Bidding	No Bid	#0-28	DFW Series J		
Success: All values provided	Bid	#0-29	Diamond Pipe	Yes	Yes
Success: All values provided	Bid	#0-30	Dresser	Yes	Yes
Success: All values provided	Bid	#0-31	Dresser Piping	Yes	Yes
Success: All values provided	Bid	#0-32	EBAA Iron	Yes	Yes
Success: All values provided	Bid	#0-33	Endot Industries Tubing	Yes	Yes
Success: All values provided	Bid	#0-34	Febco	Yes	Yes
Success: All values provided	Bid	#0-35	Fernco	Yes	Yes
Success: All values provided	Bid	#0-36	Ford	Yes	Yes
Success: All values provided	Bid	#0-37	GA Industries	Yes	Yes

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Not Bidding	No Bid	#0-38	Hammond Valve		
Success: All values provided	Bid	#0-39	Harco	Yes	Yes
Not Bidding	No Bid	#0-40	Hersey		
Success: All values provided	Bid	#0-41	Highline (Pentek)	Yes	Yes
Not Bidding	No Bid	#0-42	Hi-Tec		
Success: All values provided	Bid	#0-43	Hymax	Yes	Yes
Success: All values provided	Bid	#0-44	James Jones	Yes	Yes
Success: All values provided	Bid	#0-45	JCM Industries	Yes	Yes
Success: All values provided	Bid	#0-46	JM Eagle	Yes	Yes
Success: All values provided	Bid	#0-47	Kennedy Valve	Yes	Yes

Status	Bid/No Bid Decision	#	Brand	Vendor: Affirm if you're authorized to provide this brand by typing (Yes or No)	Manufacturer/Br and Authorization Letter Attached or Can be Provided within 5 Calendar Days of Request By County ? (Yes or No)
Success: All values provided	Bid	#0-48	Krausz Industries	Yes	Yes
Success: All values provided	Bid	#0-49	Kupferle	Yes	Yes
Not Bidding	No Bid	#0-50	Lee Brass		
Success: All values provided	Bid	#0-51	Master Meter	Yes	Yes
Success: All values provided	Bid	#0-52	Matco-Norca	Yes	Yes
Success: All values provided	Bid	#0-53	Max Adaptors	Yes	Yes
Success: All values provided	Bid	#0-54	McWane	Yes	Yes
Success: All values provided	Bid	#0-55	Merit Brass-BRNL 511	Yes	Yes
Success: All values provided	Bid	#0-56	Merit Brass-Domestic BRTF 511/LFBRTF 511	Yes	Yes
Success: All values provided	Bid	#0-57	Mueller	Yes	Yes

Status	Bid/No Bid Decision	#	Brand	Vendor: Affirm if you're authorized to provide this brand by typing (Yes or No)	Manufacturer/Brand and Authorization Letter Attached or Can be Provided within 5 Calendar Days of Request By County ? (Yes or No)
Success: All values provided	Bid	#0-58	Multi Fittings	Yes	Yes
Not Bidding	No Bid	#0-59	Neptune		
Success: All values provided	Bid	#0-60	Nibco Valves	Yes	Yes
Success: All values provided	Bid	#0-61	Oldcastle Brooks Meter Boxes	Yes	Yes
Success: All values provided	Bid	#0-62	Pentek	Yes	Yes
Success: All values provided	Bid	#0-63	Pollard Water	Yes	Yes
Not Bidding	No Bid	#0-64	Pratt		
Not Bidding	No Bid	#0-65	Proselect		
Success: All values provided	Bid	#0-66	Romac Industries	Yes	Yes
Not Bidding	No Bid	#0-67	Sensus		

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Success: All values provided	Bid	#0-68	Sigma PL2018	Yes	Yes
Success: All values provided	Bid	#0-69	Sigma PL2019	Yes	Yes
Success: All values provided	Bid	#0-70	Sigma Raven HDPE	Yes	Yes
Success: All values provided	Bid	#0-71	Smith Blair	Yes	Yes
Success: All values provided	Bid	#0-72	Spears	Yes	Yes
Success: All values provided	Bid	#0-73	Star Domestic JRPL.14.01B	Yes	Yes
Success: All values provided	Bid	#0-74	Star Pipe Products	Yes	Yes
Success: All values provided	Bid	#0-75	Total Piping Solutions Inc	Yes	Yes
Not Bidding	No Bid	#0-76	Trenton Pipe		
Success: All values provided	Bid	#0-77	Trumbull	Yes	Yes

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Success: All values provided	Bid	#0-78	Tyler Union	Yes	Yes
Success: All values provided	Bid	#0-79	U.S. Foundry	Yes	Yes
Success: All values provided	Bid	#0-80	US Pipe & Foundry	Yes	Yes
Success: All values provided	Bid	#0-81	Val-Matic	Yes	Yes
Not Bidding	No Bid	#0-82	Wagner		
Success: All values provided	Bid	#0-83	Watts	Yes	Yes
Success: All values provided	Bid	#0-84	Zurn Wilkins	Yes	Yes

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Success: All values provided	Bid	#0-1	Additional Mfg/Brands Offered	Kamstrup Ultrasonic Meters	Yes	Yes
Success: All values provided	Bid	#0-2	Additional Mfg/Brands Offered	Quickstream solutions Poo-pit / Mini pit / Smart pit	Yes	Yes
Success: All values provided	Bid	#0-3	Additional Mfg/Brands Offered	Kennedy 14"-24" NRS gate valve	Yes	Yes
Success: All values provided	Bid	#0-4	Additional Mfg/Brands Offered	Kennedy 14"-24" OS&Y	Yes	Yes
Success: All values provided	Bid	#0-5	Additional Mfg/Brands Offered	Kennedy SQ SEAL TAP SLV (920)mcwane tapping sleeve	Yes	Yes

Success: All values provided	Bid	#0-6	Additional Mfg/Brands Offered	Kennedy COLLISION REPAIR & EXT KITS (K81CRK&EXT)	Yes	Yes
Success: All values provided	Bid	#0-7	Additional Mfg/Brands Offered	Matco-Norca	Yes	Yes
Success: All values provided	Bid	#0-8	Additional Mfg/Brands Offered	sigma restraints	Yes	Yes
Success: All values provided	Bid	#0-9	Additional Mfg/Brands Offered	Sigma MJ fittings	Yes	Yes
Success: All values provided	Bid	#0-10	Additional Mfg/Brands Offered	fernco	Yes	Yes
Success: All values provided	Bid	#0-11	Additional Mfg/Brands Offered	Romac	Yes	Yes
Success: All values provided	Bid	#0-12	Additional Mfg/Brands Offered	smith blair	Yes	Yes
Success: All values provided	Bid	#0-13	Additional Mfg/Brands Offered	Carson	Yes	Yes

Success: All values provided	Bid	#0-14	Additional Mfg/Brands Offered	Carson Heavywall	Yes	Yes
Success: All values provided	Bid	#0-15	Additional Mfg/Brands Offered	Carson Spec	Yes	Yes

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Success: All values provided	Bid	#0-1	Additional Mfg/Brands Offered	Kennedy Valave AWWA Parts	Yes	Yes
Success: All values provided	Bid	#0-2	Additional Mfg/Brands Offered	Kennedy Guardian Fire Hydrants	Yes	Yes
Success: All values provided	Bid	#0-3	Additional Mfg/Brands Offered	Mueller Hydrants	Yes	Yes
Success: All values provided	Bid	#0-4	Additional Mfg/Brands Offered	Mueller Service brass	Yes	Yes
Success: All values provided	Bid	#0-5	Additional Mfg/Brands Offered	Mcwane Ductiel Iron Pipe	Yes	Yes

Success: All values provided	Bid	#0-6	Additional Mfg/Brands Offered	Watts Parts	Yes	Yes
Success: All values provided	Bid	#0-7	Additional Mfg/Brands Offered	Carson Christy	Yes	Yes
Success: All values provided	Bid	#0-8	Additional Mfg/Brands Offered	Carson Fiberlyte	Yes	Yes
Success: All values provided	Bid	#0-9	Additional Mfg/Brands Offered	Carson OC FRP	Yes	Yes
Success: All values provided	Bid	#0-10	Additional Mfg/Brands Offered	Coaron OC Polymer	Yes	Yes
Success: All values provided	Bid	#0-11	Additional Mfg/Brands Offered	Carson Dralite	Yes	Yes
Not Bidding	No Bid	#0-12	Additional Mfg/Brands Offered			
Not Bidding	No Bid	#0-13	Additional Mfg/Brands Offered			

Not Bidding	No Bid	#0-14	Additional Mfg/Brands Offered			
Not Bidding	No Bid	#0-15	Additional Mfg/Brands Offered			

**VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID**

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days after County's written request. Failure to timely submit this form may result in the Vendor being deemed nonresponsive.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be labeled to match the question number.

1. Legal business name: Fortiline, Inc.
2. Doing Business As/Fictitious Name (if applicable): Fortiline Waterworks
3. Federal Employer I.D. No. (FEIN): 57-0819190
4. Dun and Bradstreet No.: Fortiline Inc. - 79-915-4534, Fortiline LLC - 82-765-8506
5. Website address (if applicable): www.fortiline.com
6. Principal place of business address: 15850 Dallas Parkway, Dallas, Texas 75248
7. Office location responsible for this project: 6759 White Drive, Riviera Beach FL 33407
8. Telephone No.: 561-253-9886 Fax No.: 772.408.1963
9. Generic e-mail for purchase orders: clayton.davidson@fortiline.com
(Broward County auto distributes purchase orders; to ensure Vendor receives purchase orders, a company accessible e-mail address is suggested.)
10. Type of business (check appropriate box):
 - ☒ Corporation (specify the state of incorporation): South Carolina
 - ☐ Sole Proprietor
 - ☐ Limited Liability Company (LLC)
 - ☐ Limited Partnership
 - ☐ General Partnership
 - ☐ Other – Specify: Click or tap here to enter text.
11. Specify the type of services or commodities Vendor offers: underground utility solutions for water, sewer and storm drainage systems locally and regionally
12. Years Vendor has been in business providing the services and/or products offered? 30
13. Authorized Contact(s):

Name: Clayton Davidson	Name: Jeff Hobbs
Title: Account Manager	Title: FL Municipal Sales Manager
E-mail: clayton.davidson@fortiline.com	E-mail: jeff.hobbs@fortiline.com
Telephone No.: 305-254-3761	Telephone No.: 561-365-6451

**VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID**

14. List name and title of each principal, owner, officer, and majority shareholder:

a) Andrew Pacifico, President	d) Amanda Malburg, Vice President, Secretary
b) Marty Nagel, Vice President	e) Gary Hibbs, Vice President
c) Sherry Becken, CFO, Treasurer	f) Gregory J. Velz, Assistant Corp. Secretary

15. Is Vendor or any of its principals or officers currently a principal or officer of another organization? If yes, specify details in an attached written response. ☐ Yes ☒ No

16. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five years (from the solicitation opening deadline) that have acted as a prime vendor with the County. Affiliated entities of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

a) N/A	c) Click or tap here to enter text.
b) Click or tap here to enter text.	d) Click or tap here to enter text.

17. Has Vendor, or any of its principals, officers, or predecessor organization(s), been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.

☐ Yes ☐ No

18. Has Vendor ever failed to complete any services and/or delivery of products during the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No

19. Has a voluntary or involuntary bankruptcy petition been filed by or against Vendor, its parent, or any of its subsidiaries or predecessor organizations, during the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No

20. Has Vendor’s surety intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to Vendor’s or its predecessor’s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.

☐ Yes ☒ No

21. Affirm Vendor is currently authorized by the manufacturer as a dealer/seller of the product(s) offered, and the warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchaser? ☒ Yes ☐ No ☐ N/A (if service)

22. Will Vendor extend the same price, terms, and conditions to other governmental entities during the period covered by this contract? ☒ Yes ☐ No

23. Does Vendor accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☒ Yes ☐ No

**VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID**

**VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID**

24. Non-Collusion Certification: The Vendor must disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(d), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- ☒ The Vendor certifies that this offer is made independently and free from collusion; or
- ☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. The Vendor must include a list of name(s) and each relationship with its submittal.

25. Participation in Solicitation Development: By submission of this solicitation response, the Vendor certifies as follows (select one):

- ☒ I have not participated in the preparation or drafting of any language, scope, or specification that would provide Vendor or any affiliate an unfair advantage of securing this solicitation.
- ☐ I have provided information regarding the specifications and/or products listed in this solicitation. If this box is checked, provide the following:

Name /Division information was provided to: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date information provided: Click or tap here to enter text.

For what purpose was the information provided? Click or tap here to enter text.

Questions 26 through 29 are only applicable to **service contracts** or **construction contracts** (repair, maintain, or furnish and install) solicitations:

26. List similar ongoing contracts Vendor currently working on. If additional space is required, provide on separate sheet.

N/A

27. Has Vendor completely inspected the project site(s) prior to submitting its solicitation response?

☐ Yes ☒ No

28. Does Vendor need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response. ☐ Yes ☒ No

29. List equipment Vendor owns that is available for this contract.

Not applicable

**VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID**

30. Provide at least three individuals, corporations, agencies, or institutions for which Vendor has provided similar type of services or commodities in the past three years. Only provide references for non-Broward County contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of the Vendor's past performance.

Reference 1:

Services/Commodity Provided: Pipe, valves, fittings
Contract/Project Title: Water/wastewater annual
Agency: Hillsborough County
Contact Name/Title: Cody Park
Contact Telephone: 813-415-8631
Email: ParkC@hcfll.gov
Contract/Project Dates (Month and Year): March 2022-current
Contract Amount: \$8,800,000.00

Reference 2:

Services/Commodity Provided: provide pipe and fittings
Contract/Project Title: 2022-07-PW Pipe & Fittings
Agency: City of Miami Beach
Contact Name/Title: George Corchado
Contact Telephone: 305-673-7000 xt 2835
Email: georgecorchado@miamibeachfl.gov
Contract/Project Dates (Month and Year): 2024
Contract Amount: \$30,000.00

Reference 3:

Services/Commodity Provided: Brass Fittings, Pipe Fittings, etc.
Contract/Project Title: ITB #WH22-047 & WH22-048
Agency: City of Boynton Beach
Contact Name/Title: Michael Dauta - Manager
Contact Telephone: 561-742-6324
Email: dautam@bbfl.us
Contract/Project Dates (Month and Year): 10/2025
Contract Amount: \$200,000 +

**VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID**

I hereby certify the information provided in this Vendor Questionnaire is true and correct*:

Vendor Name: Fortiline, Inc d/b/a Fortiline Waterworks

Signature:

Printed Name: Gregory A Velz

Title: Assistant Corporate Secretary

Date: March 14, 2025

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response are accurate, true, and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract, and may also serve as the basis for debarment of the Vendor pursuant to Part XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation.

Form Date 11/13/24

LITIGATION HISTORY

- A. Vendor is required to disclose to the County all “material” cases during the last three (3) years prior to the solicitation response end date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.
- B. Additionally, the Vendor is required to disclose to the County all “material” cases against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response.
- C. A “case” means any filed, pending, or resolved litigation, arbitration, or administrative proceeding.
- D. A case is considered “material” if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of fraud, negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- E. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- F. The County will consider the Vendor’s litigation history information in its review and determination of responsibility.
- G. If the Vendor is a joint venture, the information provided must encompass the joint venture and each of the entities forming the joint venture.
- H. Vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- I. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed nonresponsive.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☒ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type)

- ☐ Parent Company
- ☐ Subsidiary
- ☐ Predecessor Firm
- ☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor: Click or tap here to enter text.

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number: Click or tap here to enter text.

Case Name: Click or tap here to enter text.

Date Filed: Click or tap here to enter text.

Name of Court or other Tribunal: Click or tap here to enter text.

Type of Case: Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count: Click or tap here to enter text.

Brief Description of the Subject Matter and Project Involved: Click or tap here to enter text.

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgment: Vendor's Favor ☐ Against Vendor ☐

If Judgment is against, is Judgment Satisfied? Yes: ☐ No: ☐

Attach copy of any applicable Judgment, Settlement Agreement, and Satisfaction of Judgement.

Opposing Counsel Name: Click or tap here to enter text.

Opposing Counsel email: Click or tap here to enter text.

Opposing Counsel Phone: Click or tap here to enter text.

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

DOMESTIC PARTNERSHIP ACT CERTIFICATION
INVITATION TO BID

Refer to applicable section below. The completed form should be returned with the Vendor's submittal. Failure to submit this form by stated timeframes may deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

Domestic Partnership Responsiveness Requirement (Refer to Instructions to Vendors, if applicable)

This completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Domestic Partnership Tiebreaker (Refer to Instructions to Vendors, if applicable)

To be eligible for the Domestic Partnership tiebreaker, the Vendor must currently offer the Domestic Partnership benefit and the completed form must be returned at the time of solicitation submittal. Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

The [Domestic Partnership Act, Sections 16½ - 150 through 16½ -165](#), Broward County Code of Ordinances (the "Act"), requires Vendors contracting with the County for goods and services in an amount over \$100,000 to provide benefits to the registered domestic partners of their employees on the same basis as they provide benefits to the employees' spouses, with certain exceptions as provided by the Act.

For all submittals over \$100,000, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, and certifies the following: (check only one box below)

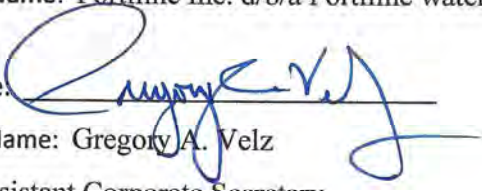
- ☒ The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to registered domestic partners of its employees on the same basis as it provides benefits to its employees' spouses.
- ☐ The Vendor will comply with the requirements of the County's Domestic Partnership Act at the time of contract award and provide benefits to registered domestic partners of its employees on the same basis as it provides benefits to its employees' spouses.
- ☐ The Vendor will not comply with the requirements of the County's Domestic Partnership Act at the time of award.
- ☐ The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at the time of award because the following exception(s) applies: (check only one below).
 - ☐ The Vendor employs less than five (5) employees.
 - ☐ The Vendor does not provide benefits to employees' spouses.
 - ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

DOMESTIC PARTNERSHIP ACT CERTIFICATION

INVITATION TO BID

- ☐ The Vendor provides an employee the cash equivalent of benefits (Attach an affidavit in compliance with the County's Domestic Partnership Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules, or regulations of federal or state law, or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute, or regulation (State the law, statute, or regulation and attach explanation of its applicability).

Vendor Name: Fortiline Inc. d/b/a Fortiline waterworks

Signature. 

Printed Name: Gregory A. Velz

Title: Assistant Corporate Secretary

Date: March 19, 2025

ANTI-HUMAN TRAFFICKING AFFIDAVIT

This completed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three (3) business days after the County's request and upon award, renewal, or extension of a contract with Broward County. The Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

The Vendor indicated below does not use coercion for labor or services, as such terms are defined in [Section 787.06, Florida Statutes](#).

Under penalties of perjury, the undersigned declares that they have read the foregoing statement and that the facts stated in it are true.

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

Signature: _____

Printed Name: Gregory A. Velz

Title: Assistant Corporate Secretary

Date: March 19, 2025

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS
PROCUREMENT PREFERENCES FOR SMALL BUSINESS ENTERPRISES AND COUNTY BUSINESS ENTERPRISES

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with [Section 1-81.10, of the Broward County Business Opportunity Act](#), Section 1-81 et seq. of the Broward County Code of Ordinances, (the "Act"), non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs)), and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) Vendor, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE Vendor (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE Vendor shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the Vendor is currently certified Broward County SBE and/or CBE. If the Vendor does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- ☐ Vendor is a Broward County certified SBE.
- ☐ Vendor is a Broward County certified CBE
- ☒ Vendor is not a Broward County certified SBE or CBE

Vendor Name: Fortiline Inc. d/b/a Fortiline Waterworks

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

**INSURANCE REQUIREMENTS
QUOTATION REQUEST AND INVITATION TO BID**

(Refer to the Minimum Insurance Requirements Form)

- A. The insurance requirements designated in the Minimum Insurance Requirements Form indicate the minimum coverage required for the scope of work, as determined by the County's Risk Management Division. The Vendor must provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker that states the ability of the Vendor to meet the requirements upon award/recommendation of award.
- B. If not provided with the solicitation response, the Vendor must submit within three business days after the County's written request. Failure to submit within the stated timeframe shall determine the Vendor to be nonresponsive to the Insurance Requirements. Final award shall be subject to receipt and acceptance by the County of proof of meeting all solicitation insurance requirements. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- C. Without limiting any of the other obligations or liabilities of the Vendor, the Vendor must provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirements Form under the conditions listed below. If a limit or policy is not indicated on the Insurance Requirements Form by a checked box, it is not required as a condition of this contract. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County must be expressly named as an Additional Insured in the name of Broward County for claims arising out of operations performed for the County, by or on behalf of the Vendor, or acts or omissions of the Vendor in connection with general supervision of such operation. If the Vendor uses a subcontractor, then the Vendor shall require that subcontractor to name Broward County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos must be listed on Vendor's certificate of insurance.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third-party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirements Form, prior to award. If deliveries are being made by a third-party carrier, other pertinent coverages listed on the Insurance Requirements Form are still required.

Indicate how product is being delivered:

Company Vehicle: ☒ Yes ☐ No

If Common Carrier, indicate carrier: N/A

Other: Fortiline Waterworks

Vendor Name: Fortine, Inc. d/b/a Fortiline Waterworks

INSURANCE REQUIREMENTS
QUOTATION REQUEST AND INVITATION TO BID

3. Workers' Compensation insurance for all employees in compliance with Chapter 440, Florida Statutes, and all applicable federal law. The policy must include Employers' Liability with minimum limits for each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. The Vendor must endorse the County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work conducted to the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more of the value of the property. Coverage must be "All Risks" Completed Value form with a deductible not to exceed ten thousand dollars (\$10,000) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor must maintain a deductible that is commercially feasible and that does not exceed five percent (5%) of the value of the Contract price. Such Policy must name Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. The Vendor must maintain a deductible that is commercially feasible and that does not exceed five percent (5%) of the value of the Contract price. Such Policy must name Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment, and supplies intended for specific installation in the Project while such materials, equipment, and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery, or supplies, or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. If a claim occurs for this Project and is made upon the County's insurance policy, other than for a windstorm, the Vendor will pay at least ten thousand dollars (\$10,000) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

**INSURANCE REQUIREMENTS
QUOTATION REQUEST AND INVITATION TO BID**

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy must remain in force for the minimum length of time indicated, include an annual policy aggregate, and name Broward County as an Additional Insured. The Vendor shall be responsible for all deductibles in the event of a claim.
 13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. The Vendor shall notify County in writing within thirty (30) days after any claim is filed or made against its Professional Liability Insurance policy. The Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- D. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required of the Vendor within fifteen (15) calendar days after a written request by County.
 - E. Unless prohibited by the applicable policy, Vendor waives any right to subrogation that any of Vendor's insurer may acquire against County and agrees to obtain same in an endorsement of Vendor's insurance policies.
 - F. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction, and at least ten (10) days' notice of any cancellation due to nonpayment.
 - G. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documents required to comply with this contract (certificates and endorsements being provided to the County for review and approval).
 - H. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on: insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: Mashondi Payne PHONE (A/C, No, Ext): 972-663-6139 E-MAIL ADDRESS: Mashondi_Payne@ajg.com FAX (A/C, No): 972-991-4061
INSURED Reece, Inc. 15850 Dallas Pkwy, Ste 210 Dallas, TX 75248	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: Charter Oak Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1920791496**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	Y-660-1Y092373-COF-24	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			TC2JCAP-5H600032-TIL-24	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0Y887332-24-NF	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	UB-1L155252-24-51-K	4/30/2024	4/30/2025	<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
A	AUTOMOBILE PHYSICAL DAMAGE			TE-BAP-5H603009-TIL-24	4/30/2024	4/30/2025	DEDUCTIBLE \$ 5,000
A	WORKERS COMPENSATION (WI ONLY)			UB-3T986101-24-51-R	4/30/2024	4/30/2025	ACC/DISEASE LIMITS \$ 1,000,000
A	TRANSPORTATION			KTJ-CMB-9M52107-4-23	12/31/2023	4/30/2025	PROPERTY IN TRANSIT \$ 250,000

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

FULL NAMED INSURED SCHEDULE ATTACHED

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

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG D6 04 02-19 | CG D4 58 02-19
 - Automatic Waiver of Subrogation status provided under Policy forms CG 24 04 12-19 | CG 29 88 12-19 | CG D4 58 02-19
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Reece, Inc. 15850 Dallas Pkwy, Ste 210 Dallas, TX 75248
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG T1 00 02-19
- Contractual Liability Coverage provided under Policy form CG T1 00 02-19

AUTOMOBILE LIABILITY:

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

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 & 10 Actual Cash Value or cost of repair, whichever is less, minus deductible for each Covered Auto.
- Deductibles for Vehicles = \$5,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10-13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10-13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02-15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.
- Covered Property in Transit, in any one occurrence \$250,000

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001
- Part One States covered: AL AZ CA CO FL GA IL KS KY MD NC NM NV OK PA SC TN TX VA WI
- Other States covered: AR CT DC DE HI IA ID IN LA MA ME MI MN MO MS MT NE NH NJ NY OR RI SD UT VT WV

UMBRELLA LIABILITY:

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

CONTRACTORS POLLUTION LIABILITY:

- Insurer: Navigators Specialty Insurance Company (NAIC #36056)
- Policy Number: CH24ECPZ08BHSIC
- Policy Term: 04/30/2024 - 04/30/2025
- Policy Limits: \$5,000,000 Ea Occur/Aggregate

CYBER LIABILITY:

- Insurer: Associated Industries Insurance Company, Inc. (NAIC #23140)
- Policy Number: ACL1249853 00
- Policy Term: 04/30/2024 - 04/30/2025
- Policy Limits: \$5,000,000 Ea Occur/Aggregate
- Retention: \$500,000

CONTRACTORS EQUIPMENT:

- Insurer: XL Specialty Insurance Company (NAIC #37885)
- Policy Number: UM00217649MA25A
- Policy Term: 3/01/2025 - 3/01/2026
- Scheduled Contractor's Equipment Limit: \$18,981,047
- Leased and Rented From Others Limit: \$3,000,000
- Contractor's Equipment Deductible: \$1,000
- Leased and Rented From Others Deductible: \$2,500

RE: Project: Water, Sewer & Irrigation Materials.

Additional Insureds: Broward County



Reece, Inc.

NAMED INSURED SCHEDULE

Entities
Reece, Inc.
Reece Supply, LLC
Hamilton Holdco, LLC
MORSCO, Inc.
Morsco Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc.
MORSCO Properties, LLC
MORSCO Properties OK, LLC
Reece Mexico 99, Inc.
Reece Mexico 1, Inc.
RMx Dev S. de R.L. de C.V.
Barsco, Inc.
DKJ Family Equipment, LLC
MORSCO, Inc. DBAs
Reece
Reece USA
Fortiline, Inc. DBAs
Fortiline Waterworks
Reece Waterworks
Reece Supply, LLC DBAs
Bush Supply
Desert Pipe & Supply – Nevada
DeVore & Johnson
Express Pipe & Supply Co.
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Irvine Pipe & Supply
Kiva Kitchen & Bath
L&B Pipe and Supply
L&B Pipe and Supply Co.
L&B Pipe and Supply Company
LegendMRO
Morrison Supply Company
Murray Supply Company
Reece
Reece Bath & Kitchen
Reece Bath + Kitchen
Reece HVAC
Reece Plumbing
Schumacher & Seiler
Schumacher and Seiler
Todd Pipe & Supply
Todd Pipe Holdings
Wholesale Specialties
WS Supply

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 – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies D. Blanket Additional Insured – Broad Form Vendors E. Blanket Additional Insured – Controlling Interest F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations I. Blanket Additional Insured – Grantors Of Franchises J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Blanket Waiver Of Subrogation M. Contractual Liability – Railroads |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

- 3.** Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only:
 - (1)** Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2)** Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization, other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a.** Occurs subsequent to the signing of that contract or agreement; and
- b.** Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a.** The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b.** The insurance provided to such vendor does not apply to:
 - (1)** Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2)** Any change in "your products" made by such vendor;
 - (3)** Repackaging, unless 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;
 - (4)** Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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

TOTAL AGGREGATE LIMIT AND DESIGNATED LOCATION AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Locations:	Per Schedule on File

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE**:
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. "Locations".
3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage **B**; and
 - (3) Medical expenses under Coverage **C**.
 - b. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "location".

- (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph 2.c. below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
 - (a) The Total Aggregate Limit; and
 - (b) The Designated Location Aggregate Limit for the "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.c. below, nor will they reduce the Designated Location Aggregate Limit for any other "location".
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Locations applies and is further subject to all of the following provisions:
- (1) The General Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "location"; and
 - (b) Damages under Coverage **B**.
 - (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce both the Total Aggregate Limit and the General Aggregate Limit. Such payments will not reduce the Designated Location Aggregate Limit for any "location".
4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE**:
- 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit or the Designated Location Aggregate Limit for any "location".
5. The following is added to the **DEFINITIONS** Section, but only for purposes of the Designated Location shown in the Schedule – Limits Of Insurance And Designated Locations:
- "Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

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-1L155252-24 -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.**

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single Designated Project:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

POLICY NUMBER: UB-1L155252-24-51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. Alternate Employer

ANY PERSON OR ORGANIZATION
THAT YOU AGREE IN A WRITTEN
CONTRACT TO PROVIDE THIS
INSURANCE FOR BODILY INJURY TO
YOUR EMPLOYEES WHILE IN THE
COURSE OF SPECIAL OR TEMPORARY
EMPLOYMENT BY SUCH PERSON OR
ORGANIZATION, IF SIGNED BEFORE
ALL SUCH BODILY INJURY OCCURS.

Address

ANY , DALLAS , TX , 75248

2. State of Special or Temporary Employment

AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA

3. Contract or Project

ANY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1L155252-24-51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO PROVIDE THIS INSURANCE FOR BODILY INJURY TO YOUR EMPLOYEES WHILE IN THE COURSE OF SPECIAL OR TEMPORARY EMPLOYMENT BY SUCH PERSON OR ORGANIZATION, IF SIGNED BEFORE ALL SUCH BODILY INJURY OCCURS.	ANY , DALLAS , TX , 75248	AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA