

BID FORM
ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5
BID NO. 2024000294

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

Four Hundred Ninety One Thousand Five Hundred Eighty \$ 491,583.75
(TYPE/PRINT) Three and seventy five cents (NUMERIC)

All work shall be completed within 135 calendar days.

Notice Needed Prior to Commencement: 262 calendar days.

Liquidated Damages \$1,170 per calendar day.

Please indicate by (✓) that you have included the following documentation with your bid:

- (✓) References
(✓) License Requirement: Certified General, Certified Master Plumber, Certified Underground Utilities, Registered General, or Registered Master Plumber.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 242944. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Name of Bidder: ROHALEY & SONS PLUMBING CONTRACTORS, INC.

(This form to be returned)

COPY

BID PRICES FOR ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5

DESCRIPTION		EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Erosion and Sediment Control, Silt Fence	8,000	LF	\$.05	\$ 400.00
2	Rock Excavation	150	CY	\$ 125.00	\$ 18,750.00
3	Pump Out Existing Septic Tank	100	EA	\$ 465.00	\$ 46500.00
4	Remove and Abandon Existing Septic Tank (plastic or fiberglass tank)	25	EA	\$ 675.00	\$ 16,875.00
5	Abandon Existing Septic Tank (concrete tank)	75	EA	\$ 650.00	\$ 48,750.00
6	Imported Fill Installed & Compacted (Est. 6 CY/tank abandoned) CV	300	CY	\$ 50.00	\$ 15,000.00
7	County Fill Installed & Compacted (Est. 6 Cy/tank abandoned) CV	300	CY	\$ 25.00	\$ 7,500.0
8	Fill Existing Septic Tank with Grout/Flowable Fill	60	CY	\$ 150.00	\$ 9,000.00
9	4" SDR 26 or SCH 40 PVC Sewer Service Lateral Line from Building	5,500	LF	\$ 40.00	\$ 220,000.00
10	2" SDR 26 or SCH 40 PVC Sewer Service Lateral Line from Building	100	LF	\$ 0	\$ 0
11	3" SDR 26 or SCH 40 PVC Sewer Service Lateral Line from Building	100	LF	\$ 0	\$ 0
12	4" Sanitary Sewer Cleanout	100	EA	\$ 100.00	\$ 10,000.00
13	Connect Building to Existing Sanitary Sewer Stub	100	EA	\$ 275.00	\$ 27,500.00
14	Concrete Flat Work Restoration – 4" Thickness	200	SY	\$ 15.00	\$ 3,000.00
15	Concrete Flat Work Restoration – 6" Thickness	100	SY	\$ 25.00	\$ 2,500.00
16	Driveway Restoration (bituminous)	200	SY	\$ 20.00	\$ 4,000.00
17	Driveway Restoration (concrete)	300	SY	\$ 25.00	\$ 7,500.00
18	Sod (Argentine Bahia)	5,600	SY	\$ 3.00	\$ 16,800.00
19	Sod (Floritam)	1,400	SY	\$ 3.75	\$ 5,250.00
20	Pre-Work Video / Photography	1	LS	\$ 1,350.00	\$ 1,350.00
21	Maintenance of Traffic (MOT)	1	LS	\$ 1,500.00	\$ 1,500.00
22	Plumbing Permit Fees	100	EA	\$ 60.00	\$ 6,000.00
ESTIMATED SUB-TOTAL:					\$ 468,175.00

Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

ESTIMATED SUB-TOTAL \$ 468,175.00 X 5% = \$ ~~23,408.00~~ **S/B \$23,408.75**

TOTAL ESTIMATED BID PRICE: \$ 491,583.75

Name of Bidder: ROHALEY & SONS PLUMBING CONTRACTORS, INC.

(This form to be returned)

BID PRICES FOR ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5

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6	Imported Fill Installed & Compacted (Est. 6 CY/tank abandoned) CV	300	CY	\$ 50.00	\$ 15,000.00
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8	Fill Existing Septic Tank with Grout/Flowable Fill	60	CY	\$ 150.00	\$ 9,000.00
9	4" SDR 26 or SCH 40 PVC Sewer Service Lateral Line from Building	5,500	LF	\$ 40.00	\$ 220,000.00
10	2" SDR 26 or SCH 40 PVC Sewer Service Lateral Line from Building	100	LF	\$ 0	\$ 0
11	3" SDR 26 or SCH 40 PVC Sewer Service Lateral Line from Building	100	LF	\$ 0	\$ 0
12	4" Sanitary Sewer Cleanout	100	EA	\$ 100.00	\$ 10,000.00
13	Connect Building to Existing Sanitary Sewer Stub	100	EA	\$ 275.00	\$ 27,500.00
14	Concrete Flat Work Restoration – 4" Thickness	200	SY	\$ 15.00	\$ 3,000.00
15	Concrete Flat Work Restoration – 6" Thickness	100	SY	\$ 25.00	\$ 2,500.00
16	Driveway Restoration (bituminous)	200	SY	\$ 20.00	\$ 4,000.00
17	Driveway Restoration (concrete)	300	SY	\$ 25.00	\$ 7,500.00
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TOTAL ESTIMATED BID PRICE: \$ 491,583.75

Name of Bidder: ROHALEY & SONS PLUMBING CONTRACTORS, INC.

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within fourteen (14) calendar days after notification of award to the Purchasing Division. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

Enclosed is a cashier's check, or bid bond in the amount of \$ 5%, which is not less than 5% of the total bid price, as guarantee that the undersigned will enter into a Contract for the work/material as required in this Bid Document. **Note:** Failure to submit a 5% bid bond will be cause for rejection of bid.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: Rohaley & Sons Plumbing Contractors (name of firm), its officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Rohaley & Sons and persons employed or utilized by Rohaley & Sons in the performance of this contract. Nathan Hopkins (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation X

Name of Bidding Firm Rohaley & Sons Plumbing Contractors Inc.

Mailing Address 504 Center Rd. Unit A1 Fort Myers, FL 33907

Location Address 504 Center Rd Unit A1

City & State Fort Myers, FL ZIP 33907

Telephone: 239-437-0123 E-mail: Nate@Rohaley.com/Gewerducks@Rohaley.com

Signature of person authorized to bind the Company: Nathan J Hopkins

Print Name/Title of person authorized to bind the Company: Nathan J Hopkins, President

Date: 3/8/2024

(This form to be returned)

BIDDERS SUBCONTRACTOR LIST ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5 BID NO. 2024000294

Will you be employing Subcontractors to perform parts of this project? ☒ YES ☐ NO

If "Yes", identify each firm below with all requested information. Use additional forms if necessary. The Awarded Contractor shall not change or use subcontractors not identified on this form without prior written approval from Charlotte County. Any request for changes in subcontractors shall be made in writing and approved by the County.

COMPANY NAME:	MIKE JONES CONCRETE PUMPING
COMPANY ADDRESS:	
CONTACT PERSON:	MIKE JONES
CONTACT NUMBERS:	OFFICE: CELL: 941-249-1978
CONTACT EMAIL:	
WORK TO BE PROVIDED:	PUMPING OF FLOWABLE FILL INTO SEPTIC TANKS

COMPANY NAME:	SOS SEPTIC	
COMPANY ADDRESS:	80 HARVARD ST, ENGLEWOOD, FL 34223	
CONTACT PERSON:	JACKIE	
CONTACT NUMBERS:	OFFICE: 941-473-1767	CELL:
CONTACT EMAIL:	TERRY@SOSSEPTIC.COMCASTBIZ.NET	
WORK TO BE PROVIDED:	SEPTIC TANK PUMPING	

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: ROHALEY & SONS PLUMBING CONTRACTORS, INC.

(This form to be returned)

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: Robley & Sons Plumbing Contractors, Inc.
 (This form to be returned)

DRUG FREE WORKPLACE FORM
ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5
BID NO. 2024000294

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that ROHALEY & SONS PLUMBING
(name of business) does:

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

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

Signature



Dated

3/8/2024

Name of Bidder: ROHALEY & SONS PLUMBING CONTRACTORS, INC.

(This form to be returned)

REFERENCES: ACKERMAN VACUUM SEWER COLLECTION ZONES 1 AND 2 – PLUMBING CONTRACT 5

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: CCBOCC

Name of Contact Person: KATHY LINDBACK Telephone # 941-743-1376

Address: 18500 MURDOCK CIRCLE

City & State: PORT CHARLOTTE, FL Zip Code: 33948

Project Description: ACKERMAN VACUUM SEWER COLLECTION ZONES 1 & 2 CONTRACT #1

Total Project Amount: \$ 402,129.86 Completion Date: 8/28/2023

2. Project Owner / Company: CCBOCC

Name of Contact Person: KATHY LINDBACK Telephone # 941-743-1376

Address: 18500 MURDOCK CIRCLE

City & State: PORT CHARLOTTE, FL Zip Code: 33948

Project Description: ACKERMAN VACUUM SEWER COLLECTION ZONES 1 & 2 CONTRACT #2

Total Project Amount: \$ 398,028.75 Completion Date: 3/6/2024

3. Project Owner / Company: CITY OF NAPLES

Name of Contact Person: DAVID MORGAN Telephone # 239-213-4745

Address: 380 RIVERSIDE

City & State: NAPLES, FL Zip Code: 34102

Project Description: INSTALLATION OF PRIVATE SEWER SERVICES AND SEPTIC TANK
ABANDONMENT ON 330 HOMES

Total Project Amount: \$ 3.2 MILLION Completion Date: APRIL 2022

4. Project Owner / Company: CCBOCC

Name of Contact Person: KATHY LINDBACK Telephone # 941-743-1376

Address: 18500 MURDOCK CIRCLE

City & State: PORT CHARLOTTE, FL Zip Code: 33948

Project Description: ACKERMAN VACUUM SEWER COLLECTION ZONES 1 & 2 CONTRACT #3

Total Project Amount: \$ 510,340.69 Completion Date: IN PROGRESS

Name of Bidder: ROHALEY & SONS PLUMBING CONTRACTORS, INC.

(This form to be returned)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOPKINS, NATHAN JAY

ROHALEY & SONS PLUMBING CONTRACTORS INC

6770 ABBOTT STREET

FORT MYERS FL 33966

LICENSE NUMBER: CFC1429641

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Rohaley & Sons Plumbing Contractors, Inc., 504 Center Road, Unit A1, Fort Myers, FL 33907

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

Charlotte County Board of County Commissioners, 18500 Murdock Circle, Port Charlotte, FL 33948

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of

5% of total amount of the Bid

Dollars (\$ 5% of Bid),

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

WHEREAS, the Principal has submitted a bid for

BID No. 2024000294 Ackerman Vacuum Sewer - Zones 1 & 2 - Plumbing Contract #5

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of March, 2024

Chris Arcemont
(Witness)

Rohaley & Sons Plumbing Contractors, Inc.

(Principal)

(Seal)

Nathan Hopkins
(Title)

President

Stephanie Wilkinson
(Witness)

FCCI Insurance Company

(Surety)

(Seal)

Donna Trout
Donna Trout - FL Resident Agent

Attorney-In-Fact



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Lorie Frost; Stephanie Wilkinson; Nancy Kleis; Donna Trout; Debra G Gonzalez

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 11th day of MARCH, 2024

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2024

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 Brown & Brown of Southwest Florida, Inc 6611 Orion Drive, Suite 201 Ft. Myers FL 33912	CONTACT NAME: Donna Trout PHONE (A/C, No, Ext): (239) 274-1400 FAX (A/C, No): (239) 278-5306 E-MAIL ADDRESS: Donna.Trout@bbrown.com														
INSURED Rohaley & Sons Plumbing Contractors Inc. 504 Center Road Unit A1 Fort Myers FL 33907-1542	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER B: Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C: FFVA Mutual Insurance Co.</td><td>10385</td></tr><tr><td>INSURER D: Mt. Hawley Insurance Company</td><td>37974</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern-Owners Insurance Company	10190	INSURER B: Auto-Owners Insurance Company	18988	INSURER C: FFVA Mutual Insurance Co.	10385	INSURER D: Mt. Hawley Insurance Company	37974	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	20042221	10/03/2023	10/03/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5304233700	10/03/2023	10/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5304237000	10/03/2023	10/03/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	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	Y	WC840-0035205-2023A	10/03/2023	10/03/2024	<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
D	Pollution			EGL0011090	10/03/2023	10/03/2024	Each Incident 1,000,000 Aggregate 1,000,000

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

PROJECT: Ackerman Vacuum Sewer - Zones 1 & 2 - Plumbing Contract #4

PROJECT NO: 2024000294

Charlotte County Purchasing Division is an additional insured with respect to general liability, on a primary and non-contributory basis, as required by written contract. Charlotte County Purchasing Division is an additional insured with respect to automobile liability as required by written contract. Blanket waiver of subrogation applies to general liability, automobile liability and workers compensation. 30 days notice of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Charlotte County Purchasing Division
18500 Murdock Circle
Suite 344
Port Charlotte FL 33948

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under SECTION II - WHO IS AN INSURED is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. SECTION III - LIMITS OF INSURANCE is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.

- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

a. Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- (1) You do not own;
- (2) Which is not registered in your name; or
- (3) Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

b. Exclusions

With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (3) (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - 1) That are, or are contained in any property that is:
 - a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - b) Otherwise in the course of transit by you or on your behalf; or
 - c) Being disposed of, stored, treated or processed into or upon the "auto";
 - 2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - 3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

by you or anyone acting on your behalf.

Paragraph **(3)(a)1** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2** and **(3)(a)3** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (b) Any loss, cost or expense arising out of any:
 - 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- (4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (5) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of

liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- (b) That the insured would have in the absence of the contract or agreement.
- (6) "Property damage" to:
 - (a) Property owned or being transported by, or rented or loaned to any insured; or
 - (b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
- (7) (a) "Bodily injury" to:
 - 1) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1**.
- (b) This exclusion applies:
 - 1) Whether the insured may be liable as an employer or in any other capacity; and
 - 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (c) This exclusion does not apply to:
 - 1) Liability assumed by the insured under an "insured contract".
 - 2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- c. **Who Is An Insured**
 With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.
SECTION II - WHO IS AN INSURED
 (1) Each of the following is an insured with respect to this coverage.

- (a) You.
 - (b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
 - (c) Your members if you are designated in the Declarations as a limited liability company.
 - (d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
 - (e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- (2) None of the following is an insured:
- (a) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
 - (b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - 1) Such person; or
 - 2) Any partner or "executive officer" of yours or a member of his or her household; or
 - 3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
 - (c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
 - (d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
 - (e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

d. Additional Definitions

The following definition applies to only this coverage.

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

e. Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- (1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
 - 1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
 - 2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. **PERSONAL INJURY EXTENSION**

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

(1) **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended. The following exclusion is added. This insurance does not apply to:
Americans With Disabilities Act (ADA)
"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;
- (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or
- (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
 - (a) Facilities used as, or designated or constructed for use as places of public accommodation;
 - (b) Facilities used as, or designated and constructed for use as a commercial facility;
 - (c) Telecommunication systems;
 - (d) Telephones;
 - (e) Internet;

(f) Websites; or

(g) Televisions.

(2) **SECTION V - DEFINITIONS** is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. **BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is

amended. The following condition is added. Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU**a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
 - (a) "Property damage" to:
 - 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
 - (b) "Property damage" caused by or resulting from any of the following:
 - 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
 - 2) Cracking, settling, expansion or shrinking;
 - 3) Smoke or smog;
 - 4) Birds, insects, rodents or other animals;
 - 5) Wear and tear;
 - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
 - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.
 - (c) "Property damage" caused directly or indirectly by any of the following:
 - 1) Water that backs up from a drain or sewer;

- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

- 6.** The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:

- (a) "Bodily injury";
- (b) "Property damage"; or
- (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.

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

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following paragraph.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - 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.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. **BLANKET WAIVER OF SUBROGATION** **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to 8. **Transfer Of Rights Of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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 anyone not named in the Schedule.

Schedule

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 10/3/2022

Policy No. WC840-0035205-2022A

Endorsement No.

Insured Rohaley & Sons Plumbing Contractors Inc.

Premium

Insurance Company FFVA Mutual Insurance Company

Countersigned by _____