

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Professional Services

SUBJECT: Project known as: County Wide Roofing – RFP170382ANB

Between Lee County and Crown Roofing, LLC

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date:
10/17/2017

Agenda Item No.: 16

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement *Project Sponsoring Department*

Recommendation to execute

Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: TO Mike 3/23/18
Signed: _____

(2) **By Procurement Management:**

Recommending execution

Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: _____ Date: _____
Date received: _____ Date returned/forwarded: 4/9/18
Signed: [Signature]

(3) **By the Risk Management**

Recommending execution

Not recommending execution for the following reason(s)

Date received: 4/10/18 Date returned/forwarded: 4/11/18
Signed: [Signature]

(4) **By the County Attorney:**

Recommending execution

Not recommending execution for the following reason(s)

Date received: 4-11-18 Date returned/forwarded: 4/11/18
Signed: [Signature]

(5) **Board**

(6) **Clerk's Office, Minutes Department**

(7) **Procurement Management**

2018 APR 11 PM 2:54
RECEIVED BY
LEE CO. ATTORNEY

2018 APR 12 PM 12:02
04-12-18 [Signature]



AGENDA ITEM REPORT

DATE: October 17, 2017
DEPARTMENT: Facilities Construction and Management
REQUESTER: David Harner
TITLE: Award Annual Contract for Countywide Roofing

I. MOTION REQUESTED

- A. Award Request for Proposals No. RFP170382ANB County Wide Roofing to the following vendors for an initial period of one year, to perform various roof repairs and replacements throughout the County on an as needed basis as approved in the departments' annual adopted budgets: Advanced Inc.; Advanced Roofing Inc.; Crown Roofing LLC; Crowther Roofing and Sheet Metal of Florida, Inc.; Latite Roofing and Sheet Metal, LLC; Service Works of Ft. Lauderdale, LLC; Target Roofing and Sheet Metal, Inc.; and West Coast Florida Enterprises, Inc..
- B. Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C. Grant the Director of Procurement Management the authority to negotiate renewals of the contracts, including changes in price, and to execute renewal documents for up to three additional one-year periods, with County Administration approval, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County.

II. ITEM SUMMARY

Approve seven vendors to perform various roof repairs and replacements throughout the County on an as needed basis. The proposal is for an initial period of one year with up to three additional one year renewals if in the best interest of Lee County. Projects will only be awarded under this contract if the estimated construction cost is less than \$400,000. Expenditures for these services during Fiscal Year 2015-2016 were \$217,879. The projected expenditure for FY 17/18 is \$442,850. The item was planned and included in the budget.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

The Facilities Construction and Management Department submitted a request to Procurement Management to obtain proposals for the project known as RFP170382ANB, Annual County Wide Roofing, to provide various roof repairs and replacements throughout the County. On the proposal deadline of July 21, 2017, the Procurement Management Department received eight proposals.

At the Competitive Negotiation Committee meeting held on August 11, 2017, all letters of interest were considered. Each member indicated who they considered the most qualified and why. The committee members scored the vendors on overall firm experience, key personnel and experience, project examples and experience and references. The committee ranked all eight proposals and recommended to award to all eight vendors.

B) Policy Issues

C) BoCC Goals

D) Analysis

The contracts will be used as needed. During Fiscal Year 2014-2015, \$119,844 was spent on roofing projects. In Fiscal Year 2015-2016, \$217,879 was spent on roofing projects. The projected expenditure for Fiscal Year 2017-2018 is \$442,850. Funding is available in the departments' annual adopted budgets.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See comments below.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue, or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Program: Project: Account Strings:	
G)	Fund Type?	General Fund, Enterprise, Unincorporated MSTU

H)	Comments: Funding is available in the departments' annual adopted budgets.
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V. **RECOMMENDATION**
Approve

VI. **TIMING/IMPLEMENTATION**

VII. **FOLLOW UP**

ATTACHMENTS:

Description	Upload Date	Type
Advanced Roofing	9/27/2017	Cover Memo
Crown Roofing	9/27/2017	Cover Memo
Crowther Roofing	9/27/2017	Cover Memo
Service Works	9/27/2017	Cover Memo
Target Roofing	9/27/2017	Cover Memo
West Coast	9/27/2017	Cover Memo
Latite Roofing	9/27/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Facilities Construction and Management	Tucker, Mary	Approved	10/9/2017 - 7:13 AM
Facilities Construction and Management	Harner, David	Approved	10/9/2017 - 11:42 AM
Budget Services	Henkel, Anne	Approved	10/9/2017 - 11:52 AM
Budget Services	Winton, Peter	Approved	10/9/2017 - 11:56 AM
County Attorney	Lira, Louis C.	Approved	10/9/2017 - 1:23 PM
County Manager	Harner, David	Approved	10/9/2017 - 1:26 PM

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L12000142799
FILED 8:00 AM
November 13, 2012
Sec. Of State
dbruce

Article I

The name of the Limited Liability Company is:
CROWN ROOFING LLC

Article II

The street address of the principal office of the Limited Liability Company is:
6361 PRESIDENTIAL CT
A
FORT MYERS, FL. 33919

The mailing address of the Limited Liability Company is:
6361 PRESIDENTIAL CT
A
FORT MYERS, FL. 33919

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
ALEXANDER & HOOVER CPAS PA
6361 PRESIDENTIAL CT
A
FORT MYERS, FL. 33919

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MICHELE M HOOVER

Article V

The name and address of managing members/managers are:

Title: MGRM
CROWN CAPITAL MANAGEMENT LLC
6361 PRESIDENTIAL CT, STE A
FORT MYERS, FL. 33919

L12000142799
FILED 8:00 AM
November 13, 2012
Sec. Of State
dbruce

Article VI

The effective date for this Limited Liability Company shall be:

11/12/2012

Signature of member or an authorized representative of a member

Electronic Signature: CHRISTOPHER COPELAND

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**AGREEMENT FOR
ROOFING SERVICES FOR LEE COUNTY**

THIS AGREEMENT FOR ONGOING ROOFING SERVICES FOR LEE COUNTY

("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Crown Roofing LLC, a Florida corporation, whose address is 240 Field End Street, Sarasota, FL 34240 and whose federal tax identification number is 35-2459697, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County intends to purchase construction services related to "Roofing Services for Lee County" from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued solicitation No. RFP170382ANB on June 16, 2017 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Proposal Action on August 11, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year. The Agreement may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the County and the Contractor.
- B. A Purchase Order shall be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Supplemental Task Authorizations and Change Orders.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement, and any Supplemental Task Authorizations issued hereunder, for providing all products and services as set forth in Exhibit A, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a Notice to Proceed from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) calendar days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. Progress payments and final payment shall be paid in accordance with the Supplemental Task Authorization that authorizes the work.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

- A. Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit B. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

- A. The Contractor shall procure performance and payment bond(s) in accordance with Exhibit C.

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor shall conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) calendar days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all Contractors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) calendar days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the County any money which has been paid for same.
- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:		County's Representatives:		
Name:	<u>Christopher Copeland</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>CEO</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>240 Field End Street Sarasota, FL 34240</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>855-276-9655</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>844-276-9655</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>sales@crownrfg.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Supplemental Task Authorization(s)
 2. Agreement
 3. County's Purchase Order
 4. Solicitation No. RFP170382ANB
 5. Contractor's Submittal in Response to Solicitation No. RFP170382ANB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Crown Roofing LLC

Signed By: Tara Kwiatkowski Signed By: [Signature]

Print Name: Tara Kwiatkowski Print Name: Chris Copeland

Title: CEO

Date: 9-25-17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 9-12-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Joyce Townsend
DEPUTY CLERK

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF SERVICES

Contractor shall provide Roofing services in accordance with the Solicitation and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by the Solicitation and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by the Solicitation, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of **\$25,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$25,000.01, but less than \$400,000.00** shall be quoted by a **minimum of three (3) of the approved firms** holding a valid contract under Solicitation No. RFP170382ANB

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of the Solicitation and as further described in any Supplemental Task Authorizations issued under this Agreement.

EXHIBIT B
INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Contractor's interest or liabilities. The following are the required minimums the Contractor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

EXHIBIT B INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Section

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor shall procure performance and payment bonds in accordance with this Agreement and the Solicitation.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, public performance and payment bonds are to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government shall be licensed to transact a fidelity and surety business in the State of Florida.
- C. Public performance and payment bonds shall be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the bonds, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

CROWN ROOFING LLC

Filing Information

Document Number L12000142799
FEI/EIN Number 35-2459697
Date Filed 11/13/2012
Effective Date 11/12/2012
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 02/20/2017
Event Effective Date NONE

Principal Address

240 Field End Street
Sarasota, FL 34240

Changed: 01/09/2017

Mailing Address

240 Field End Street
Sarasota, FL 34240

Changed: 01/09/2017

Registered Agent Name & Address

COTNEY, TRENT, PA
401 N HOWARD AVE #100
TAMPA, FL 33606

Name Changed: 01/02/2015

Address Changed: 01/02/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

CROWN CAPITAL MANAGEMENT LLC
240 Field End Street

Sarasota, FL 34240

Title President

Geneau, Guildor J.
1951 Talon Lane
Sarasota, FL 34240

Annual Reports

Report Year	Filed Date
2015	01/12/2015
2016	02/01/2016
2017	01/09/2017

Document Images

02/20/2017 -- LC Amendment	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/02/2015 -- CORLCRACHG	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
11/13/2012 -- Florida Limited Liability	View image in PDF format



CROWROO-02

D2CRUSHING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2018

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 License # L077730 AssuredPartners of Florida, Naples 6609 Willow Park Drive #201 Naples, FL 34109	CONTACT NAME: Kristie Wiegand	
	PHONE (A/C, No, Ext): (239) 280-3615	FAX (A/C, No): (239) 261-2803
E-MAIL ADDRESS: kristie.wiegand@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Spec. Und. Ins. Co.		13037
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

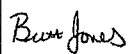
Crown Roofing, LLC
 240 Field End Street
 Sarasota, FL 34240

COVERAGES CERTIFICATE NUMBER: 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 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	CSU0056068	03/18/2018	03/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are included as Additional Insured for General Liability on a primary and noncontributory basis for both ongoing and completed operations as required by written contract per form CSGA 437 12 13.

CERTIFICATE HOLDER Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2018

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 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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: PHONE (A/C, No, Ext): 800-344-4838		FAX (A/C, No): (954) 943-5417
	E-MAIL ADDRESS:		
INSURED Crown Roofing, LLC 240 Field End Street Sarasota FL 34240	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: North River Insurance Company		21105
	INSURER B: First Mercury Insurance Company		10657
	INSURER C: Bridgefield Casualty Insurance Co		10335
	INSURER D:		
	INSURER E:		

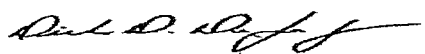
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1337434119	3/18/2018	3/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NJEX000007719501 Coverage is Excess of the Auto Liability Only	3/18/2018	3/18/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 N	N/A	19642070	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398	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 Dirk DeJong/JC 
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Rating Search:

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The Cincinnati Specialty Underwriters Insurance Company

A.M. Best #: 013843 NAIC #: 13037 FEIN #: 651316588

Mailing Address [View Additional Address Information](#)
 P.O. Box 145496
 Cincinnati, OH 45250-5496
 United States

Web: www.cinfin.com
Phone: 513-870-2000
Fax: 513-603-5500

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on A.M. Best's analysis, 058704 - Cincinnati Financial Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings	
<p>Financial Strength Rating View Definition</p> <p>Rating: A+ (Superior) Affiliation Code: g (Group) Financial Size: XV (\$2 Billion or greater) Category: greater) Outlook: Stable Action: Affirmed Effective Date: January 31, 2018 Initial Rating Date: December 21, 2007</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Issued by: A.M. Best Rating Services, Inc. Senior Financial Analyst: Darian Ryan Senior Director: Michael J. Lagomarsino, CFA, FRM</p>
<p>Long-Term Issuer Credit Rating View Definition</p> <p>Long-Term: aa- Outlook: Positive Action: Affirmed Effective Date: January 31, 2018 Initial Rating Date: December 21, 2007</p>	<p>Disclosure Information</p> <p>Disclosure Information Form View A.M. Best's Rating Disclosure Form</p> <p>Press Release A.M. Best Revises Issuer Credit Rating Outlook to Positive for Cincinnati Financial Corporation and Its Subsidiaries January 31, 2018</p>

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 2007.

Financial Strength Rating

Effective Date Rating

1/31/2018	A+
12/13/2016	A+
12/18/2015	A+
12/12/2014	A
12/19/2013	A

Long-Term Issuer Credit Rating

Effective Date Rating

1/31/2018	aa-
12/13/2016	aa-
12/18/2015	aa-
12/12/2014	a
12/19/2013	a

Best's Credit Reports



Best's Credit Report (Download PDF) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 1/31/2018 (represents the latest significant change).

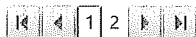


Historical Reports are available in Best's Credit Report Archive.

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Press Releases

Date ▾	Title
Jan 31, 2018	A.M. Best Revises Issuer Credit Rating Outlook to Positive for Cincinnati Financial Corporation and Its Subsidiaries
Dec 13, 2016	A.M. Best Affirms Credit Ratings of Cincinnati Financial Corporation and Its Subsidiaries
Dec 18, 2015	A.M. Best Upgrades Ratings of The Cincinnati Specialty Underwriters Insurance Company
Dec 12, 2014	A.M. Best Affirms Ratings of Cincinnati Financial Corporation and Its Subsidiaries
Dec 19, 2013	A.M. Best Affirms Ratings of Cincinnati Financial Corporation and Its Subsidiaries
Dec 19, 2012	A.M. Best Affirms Ratings of Cincinnati Financial Corp. and Its Subsidiaries
Dec 23, 2011	A.M. Best Downgrades Issuer Credit Ratings of Cincinnati Fin. Corp. and Certain P/C Subs.; Affirms Financial Strength Ratings
Dec 13, 2010	A.M. Best Affirms Ratings of Cincinnati Financial Corporation and Its Subsidiaries
Feb 18, 2010	A.M. Best Affirms Ratings of The Cincinnati Insurance Companies
Dec 22, 2008	A.M. Best Removes from Under Review and Downgrades the Ratings of The Cincinnati Financial Corporation and Its Subsidiaries



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[Regulatory Affairs - Form NRSRO - Code of Conduct - Rating Methodology - Historical Performance Data](#)

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The North River Insurance Company

A.M. Best #: 002135 NAIC #: 21105 FEIN #: 221964135

Domiciliary Address

305 Madison Avenue
Morristown, NJ 07960
United States

Web: www.cfins.com
Phone: 973-490-6600
Fax: 973-490-6612

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



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Based on A.M. Best's analysis, 058364 - Fairfax Financial Holdings Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A (Excellent)
Affiliation Code: p (Pooled)
Financial Size: XII (\$1 Billion to \$1.25 Billion)
Category: Billion
Outlook: Stable
Action: Affirmed
Effective Date: February 28, 2018
Initial Rating Date: February 14, 1906

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Director: Jennifer Marshall, CPCU, ARM

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Stable
Action: Affirmed
Effective Date: February 28, 2018
Initial Rating Date: May 20, 2005

Disclosure Information

Disclosure Information Form
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Press Release
A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
February 28, 2018

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1906.

Financial Strength Rating

Effective Date Rating

2/28/2018	A
10/20/2016	A
6/4/2015	A
5/30/2014	A
3/28/2013	A

Long-Term Issuer Credit Rating

Effective Date Rating

2/28/2018	a
10/20/2016	a
6/4/2015	a
5/30/2014	a
3/28/2013	a

Best's Credit Reports



Best's Credit Report (Download PDF) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 2/28/2018 (represents the latest significant change).



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Press Releases

<u>Date</u> ▼	<u>Title</u>
Feb 28, 2018	A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
Oct 20, 2016	A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
Jun 04, 2015	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Majority of its Subsidiaries
May 30, 2014	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Its Subsidiaries
Jul 12, 2013	A.M. Best Affirms Rating of Seneca Insurance Company Inc. and Seneca Specialty Insurance Company
Mar 28, 2013	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Its Subsidiaries
May 03, 2012	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Most of Its Operating Companies
Feb 09, 2011	A.M. Best Removes from Under Review and Downgrades Ratings of General Fidelity Insurance Company
Feb 09, 2011	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited's Canadian Property/Casualty Subsidiaries
Feb 09, 2011	A.M. Best Affirms Ratings of TIG Insurance Group and Fairmont Specialty Group.



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Important Notice: A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Understanding Best's Credit Ratings](#).

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First Mercury Insurance Company

A.M. Best #: 011883 NAIC #: 10657 FEIN #: 383299471

Administrative Office

305 Madison Avenue
Morristown, NJ 07962
United States

[View Additional Address Information](#)

Web: cfins.com

Phone: 248-358-4010

Fax: 248-358-2202

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Based on A.M. Best's analysis, 058364 - Fairfax Financial Holdings Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size	XII (\$1 Billion to \$1.25 Billion)
Category:	Billion
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 28, 2018
Initial Rating Date:	July 21, 1997

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 28, 2018
Initial Rating Date:	May 04, 2007

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

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Press Release
A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
February 28, 2018

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1997.

Financial Strength Rating

Effective Date Rating

2/28/2018	A
10/20/2016	A
6/4/2015	A
5/30/2014	A
3/28/2013	A

Long-Term Issuer Credit Rating

Effective Date Rating

2/28/2018	a
10/20/2016	a
6/4/2015	a
5/30/2014	a
3/28/2013	a

Best's Credit Reports



Best's Credit Report (Download PDF) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 2/28/2018 (represents the latest significant change).

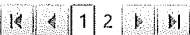


Historical Reports are available in Best's Credit Report Archive.

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Press Releases

Date	Title
Feb 28, 2018	A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
Oct 20, 2016	A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
Jun 04, 2015	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Majority of its Subsidiaries
May 30, 2014	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Its Subsidiaries
Mar 28, 2013	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Its Subsidiaries
May 03, 2012	A.M. Best Affirms Ratings of Fairfax Financial Holdings Limited and Most of Its Operating Companies
Aug 08, 2011	A.M. Best Affirms Ratings of First Mercury Insurance Company and Its Affiliates
Mar 18, 2011	A.M. Best Upgrades Ratings of First Mercury Group and Its Members
Nov 09, 2010	A.M. Best Affirms Ratings of Valiant Insurance Company and Valiant Specialty Insurance Company; Ratings Remain Under Review
Oct 29, 2010	A.M. Best Places Ratings of First Mercury Financial Corporation and Its Subsidiaries Under Review With Positive Implications



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Bridgefield Casualty Insurance Company

A.M. Best #: 011812 NAIC #: 10335 FEIN #: 593269531

Domiciliary Address

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Lakeland, FL 33801
United States

Web: www.summitholdings.com

Phone: 863-665-6060

Fax: 863-667-2738

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Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A (Excellent)
Affiliation Code: r (Reinsured)
Financial Size: X (\$500 Million to \$750 Million)
Category: Million
Outlook: Stable
Action: Affirmed
Effective Date: August 11, 2017
Initial Rating Date: January 18, 1999

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Positive
Action: Affirmed
Effective Date: August 11, 2017
Initial Rating Date: January 25, 2006

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gregory Dickerson
Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form
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Press Release

A.M. Best Affirms Credit Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries
August 11, 2017

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1999.

Financial Strength Rating

Effective Date Rating

8/11/2017	A
5/12/2016	A
3/20/2015	A
4/17/2014	A
8/14/2013	A

Long-Term Issuer Credit Rating

Effective Date Rating

8/11/2017	a
5/12/2016	a
3/20/2015	a
4/17/2014	a
8/14/2013	a

Best's Credit Reports



Best's Credit Report (Download PDF) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/9/2017 (represents the latest significant change).

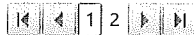


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<u>Date</u> ▾	<u>Title</u>
Aug 11, 2017	A.M. Best Affirms Credit Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries
May 12, 2016	A.M. Best Affirms Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries
Mar 20, 2015	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries
Apr 17, 2014	A.M. Best Affirms Ratings for Republic Indemnity Company of America and Its Affiliates
Jan 09, 2014	A.M. Best Comments on Announcement of Acquisition of Summit Holdings Southeast, Inc. by American Financial Group, Inc.
Aug 14, 2013	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jul 26, 2012	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 16, 2011	A.M. Best Revises Outlook to Stable for Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 11, 2010	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Mar 05, 2008	A.M. Best Affirms Ratings of Liberty Mutual Group, Inc., Its Subsidiaries and Liberty Life Assurance Company of Boston



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