

**AGREEMENT FOR INSTALLATION, MAINTENANCE, RELOCATION,
AND REPAIR OF AIDS TO NAVIGATION**

THIS AGREEMENT FOR INSTALLATION, MAINTENANCE, RELOCATION, AND REPAIR OF AIDS TO NAVIGATION ("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 DeHays Marine, Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 743 San Carlos Drive, Fort Myers Beach, FL 33931, and whose Federal tax identification number is 35-2356862, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County intends to purchase construction services related to installation, removal, relocation, and maintenance of Lee County's private aids to navigation on an as-needed basis from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B170171LAC, Installation, Maintenance, Relocation, and Repair of Aids to Navigation on Friday, June 23, 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 Bid Action on Thursday, September 21, 2017; and,

WHEREAS, the Contractor is 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 Supplemental Task Authorization 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, and further described in Exhibit B, Fee Schedule, 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 Supplemental Task Authorizations. If a Supplemental Task Authorization is issued, the County reserves the right to amend, reduce, or cancel the work authorization 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) 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. MODIFICATIONS

No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and executed by both the Contractor and the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall 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 C, 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 C. 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 D.

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) 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 sub-contracts 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) 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:

Vendor's Representative:

County's Representatives:

Name: Jim DelHays
 Title: owner/Pres.
 Address: 743 San Carlos Dr.
Pt. Myers Beach, Fl.
 Telephone: 239-910-2569
 Facsimile: 239-463-2070
 E-mail: delhaysmarine@comcast.net

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</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 # B170171LAC
 5. Contractor's Submittal in Response to Solicitation # B170171LAC

[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:

DEHAYES MARINE, INC.:

Signed By: Heather Lotter Signed By: Jim DeHayes

Print Name: Heather Lotter Print Name: Jim DeHayes

Title: owner/ Pres.

Date: 10/28/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 12-19-17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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 installation, removal, relocation, and maintenance of Lee County's private aids to navigation; including dayboards, bouys, signs, and associated structures 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 the Contractor.

C. Change Orders To Supplemental Task Authorizations

A modification to a Supplemental Task Authorization may be authorized by a Change Order properly executed by both parties.

D. Additional Purchases

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 authorized by a Change Order to a Supplemental Task Authorization. The County will not pay for any additional service, work performed or product provided before a properly executed Change Order.

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.

E. 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.

F. Liquidated Damages (Construction)

In accordance with the terms set forth in the Agreement and Supplemental Task Authorizations, for each consecutive calendar day of delay in achieving Completion as set forth herein, the Contractor shall be liable to the County for per diem liquidated damages in the amount as specified in the below table based on the overall project costs.

**EXHIBIT A
SCOPE OF SERVICES**

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Calendar Day	Per
\$0.00	\$50,000.00	\$645.00	
\$50,000.00	\$250,000.00	\$760.00	
\$250,000.00	\$500,000.00	\$970.00	
\$500,000.00	\$2,500,000.00	\$1,500.00	
\$2,500,000.00	\$5,000,000.00	\$2,400.00	
\$5,000,000.00	\$10,000,000.00	\$3,300.00	
\$10,000,000.00	\$15,000,000.00	\$4,600.00	
\$15,000,000.00	\$20,000,000.00	\$4,300.00	
\$20,000,000.00 over		\$5,700.00 plus .00005	

**EXHIBIT B
FEE SCHEDULE**

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to the Solicitation, attached hereto and incorporated herein as Attachment 1 to this Exhibit B. All quotes received by the County from the Contractor shall reflect pricing at or below the rates listed in this Exhibit B.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTI TY</u>	<u>UNIT PRICE</u>
E2	Install single pile and signs.	EA.	1	\$850.00
E2	Install double pile and signs.	EA.	1	\$1,700.00
E3a	Install dayboard on existing pile.	EA.	1	\$450.00
E3a	Install sign on existing pile.	EA.	1	\$500.00
E3	Remove and dispose of pile.	EA.	1	\$700.00
E4a	Install small buoy.	EA.	1	\$500.00
E4a	Remove and dispose of small buoy.	EA.	1	\$650.00
E4a	Remove and hold small buoy.	EA.	1	\$600.00
E4b	Install large buoy.	EA.	1	\$850.00
E4b	Remove and dispose of large buoy.	EA.	1	\$950.00
E4b	Remove and hold large buoy.	EA.	1	\$900.00

EXHIBIT B – ATTACHMENT 1 FEE SCHEDULE

Ver 01/03/2017



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: DeHays Marine Inc.
Solicitation # B170171LAC Solicitation Name Installation, Maintenance, Relocation, and Repair of Aids to Navigation

Having carefully examined the "Terms and Conditions", and the "Detailed Scope of Work", all of which are contained herein, propose to furnish the following, which meet these specifications.

TERM

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

PRICING

Pricing shall be inclusive of all labor, equipment, materials, supplies, overhead, profit, and any other incidental costs required to perform and complete all work as specified herein.

County shall provide materials as described in *Detailed Departmental Specifications, Item 4, Section 4.1* and Contractor shall provide materials as described in *Detailed Departmental Specifications, Item 4, Section 4.2*.

Bidders must provide pricing for ALL line items listed. Failure to provide pricing for all line items may deem your Firm as non-responsive and therefore ineligible for award.

INSTALLATION, MAINTENANCE, RELOCATION, AND REPAIR OF AIDS TO NAVIGATION					
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
E2	Install single pile and signs.	EA.	1	\$ 850.00	\$ 850.00
E2	Install double pile and signs.	EA.	1	1700.00	1700.00
E3a	Install dayboard on existing pile.	EA.	1	450.00	450.00
E3a	Install sign on existing pile.	EA.	1	500.00	500.00
E3	Remove and dispose of pile.	EA.	1	700.00	700.00
E4a	Install small buoy.	EA.	1	500.00	500.00
E4a	Remove and dispose of small buoy.	EA.	1	650.00	650.00
E4a	Remove and hold small buoy.	EA.	1	600.00	600.00
E4b	Install large buoy	EA.	1	850.00	850.00
E4b	Remove and dispose of large buoy.	EA.	1	950.00	950.00
E4b	Remove and hold large buoy.	EA.	1	900.00	900.00
				TOTAL BID:	\$ 8650.00

TOTAL BID: Eight Thousand Six hundred - fifty ⁰⁰/₁₀₀
(Use Words to Write Total)

B170171LAC, Installation, Maintenance, Relocation, and Repair of Aids to Navigation

EXHIBIT C
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 shall 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, 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, as amended from time to time, 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

**EXHIBIT C
INSURANCE REQUIREMENTS**

- d. **Maritime Remedies** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:
- Maintenance & Cure;
 - Unseaworthiness;
 - Wrongful Death;
 - Jones Act;
 - Death on the High Seas Act; Longshore and Harbor Workers' Act; Protection and Indemnity;
 - And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

***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."**

Verification of Coverage:

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. It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
PERFORMANCE AND PAYMENT BONDS

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 bonds.

NOVEMBER 21, 2017

The Regular Meeting of the Lee County Board of County Commissioners was held on this date with the following Commissioners present:

Cecil Pendergrass, Chairman
Larry Kiker, Vice-Chairman
Brian Hamman
Franklin B. Mann
John E. Manning

The Chairman called the meeting to order at 9:31a.m. Pastor Clint Cottrell, Cypress Lake Presbyterian Church gave the Invocation, followed by the Pledge of Allegiance.

REORGANIZATION OF THE BOARD OF COUNTY COMMISSIONERS

1. Annual Reorganization of the Board of County Commissioners

Administrative Code AC-1-3, Section IV, Rule 4.01, calls for the annual organization of the Board to designate a "Chair and Vice Chair."

Annual Reorganization of the Board of Lee County Commissioners

After brief opening comments, Chairman Manning turned the floor over to Ms. Linda Doggett, Lee County Clerk of Courts and Comptroller for the Reorganization of the Board. Following a review of the voting process in accordance with the Lee County Charter, Ms. Doggett advised that a second was not necessary, and requested nominations for Chairman. Commissioner Hamman nominated Commissioner Pendergrass, and Commissioner Mann moved to close the nominations. Ms. Doggett then requested a roll call vote and Commissioner Pendergrass was unanimously elected. Ms. Doggett turned the floor over to the newly-elected Chair. Chairman Pendergrass expressed his appreciation to Commissioner Manning for his excellent leadership and service over the past year. He went on to express his enthusiasm for serving on the Board as Chair. Chairman Pendergrass then called for nominations for Vice-Chairman and Commissioner Manning nominated Commissioner Kiker and Commissioner Mann moved to close the nominations. Commissioner Kiker was unanimously elected as Vice-Chair.

RECAP AGENDA

Referring to the Agenda Recap Sheet dated November 21, 2017, the Chairman announced that:

- One Walk-on Item would be heard at the appropriate time in the agenda;
- Commissioner Items by Commissioner Kiker and Hamman;
- County Manager's item regarding the BoCC Holiday Meeting Schedule;
- County Attorney's Request or the 11th extension of the State of Local Emergency (SOLE) Resolution for a seven-day period.

Vote: Commissioner Manning moved approval, seconded by Commissioner Hamman, called and carried.

The Chairman called for public comment and there were no speakers.

RESOLUTION NO. 17-11-21; RESOLUTION NO. 17-11-22; RESOLUTION NO. 17-11-23;
RESOLUTION NO. 17-11-24; RESOLUTION NO. 17-11-25; RESOLUTION NO. 17-11-26;
RESOLUTION NO. 17-11-27; RESOLUTION NO. 17-11-28; RESOLUTION NO. 17-11-29;
RESOLUTION NO. 17-11-30; RESOLUTION NO. 17-11-31; RESOLUTION NO. 17-11-32;
RESOLUTION NO. 17-11-33; RESOLUTION NO. 17-11-34; RESOLUTION NO. 17-11-35;
RESOLUTION NO. 17-11-36; RESOLUTION NO. 17-11-37; RESOLUTION NO. 17-11-38;
RESOLUTION NO. 17-11-39; RESOLUTION NO. 17-11-40; RESOLUTION NO. 17-11-41;

LIBRARY

10. Approve FY 17-18 Library Annual Plan of Service

Item Summary:

An approved Library Annual Plan of Service is required by the State Library Division as part of the annual grant application for State Aid to Libraries. It is anticipated the grant amount will be greater than \$700,000.

Vote: Commissioner Kiker moved approval, seconded by Commissioner Manning, called and carried.

NATURAL RESOURCES

11. Award Contract for Installation, Maintenance, Relocation & Repair of Navigation Aids

Item Summary:

Award Invitation to Bid No. B170171LAC Installation, Maintenance, Relocation, and Repair of Aids to Navigation to DeHays Marine, Inc. for the installation, removal, relocation, and maintenance of Lee County's private aids to navigation on an as-needed basis. This contract will only be used for projects with an estimated cost less than \$200,000. Estimated annual expenditures are anticipated to be \$60,000. This is approved in the current budget.

Vote: Commissioner Kiker moved approval, seconded by Commissioner Manning, called and carried.

12. Award Service Contract for Removal of Derelict and Abandoned Vessels

Item Summary:

Award Request for Proposal No. RFP170338LKD, Removal of Derelict and Abandoned Vessels, to TSI Disaster Recovery, LLC and Southwest Florida Maritime, Inc. d/b/a Sea Tow Fort Myers to provide removal of derelict and abandoned vessel services for an initial term of one year. Fiscal Year 2016-2017 expenditures were approximately \$110,000 for these services. This item is approved in the current budget.

PULLED FOR DISCUSSION

There was a brief explanation by Commissioner Kiker about the function of the group and the services they perform. There was also clarification from Assistant County Manager David Harner as well as Assistant County Manager Glen Salyer about the funding and that the monies are coming out of the General Fund but are specifically used for WEST COAST ISLAND NAVIGATION DISTRICT (WCIND) services. The Chairman called for public comment and there were no speakers.

Vote: Commissioner Kiker moved approval, seconded by Commissioner Manning, called and carried.

13. Approve Amended Interlocal Agreement with the East Mulloch Drainage District

Item Summary:

Approval of the amended interlocal agreement will allow the County the flexibility to use FEMA approved



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

Detail by Entity Name

Florida Profit Corporation
DEHAYS MARINE, INC.

Filing Information

Document Number P09000004872
FEI/EIN Number 35-2356862
Date Filed 01/15/2009
State FL
Status ACTIVE

Principal Address

743 SAN CARLOS DR.
FT. MYERS BCH, FL 33931

Mailing Address

743 SAN CARLOS DR.
FT. MYERS BCH, FL 33931

Registered Agent Name & Address

DEHAYS, JAMES H
743 SAN CARLOS DR
FORT MYERS BEACH, FL 33931

Name Changed: 02/09/2009

Address Changed: 02/09/2009

Officer/Director Detail

Name & Address

Title PVST

DEHAYS, JAMES H
743 SAN CARLOS DR.
FT. MYERS BCH, FL 33931

Annual Reports

Report Year	Filed Date
2015	01/15/2015
2016	01/15/2016
2017	02/10/2017

Document Images

02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
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07/06/2010 -- ANNUAL REPORT	View image in PDF format
02/09/2009 -- Reg. Agent Change	View image in PDF format
01/15/2009 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/27/2017

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 PAUL LYNCH & ASSOCIATES INC 221 S Ocean Drive, Ste C Fort Pierce, FL 34949	CONTACT NAME: Paul Lynch & Associates, Inc.
	PHONE (A/C No. Ext): (772) 232-9371 FAX (A/C No.): (772) 232-9375
	E-MAIL ADDRESS: sue@insuremarine.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United States Fire Insurance Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED Dehays Marine, Inc.	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		835-101783-9	07/19/17	07/19/18	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> P&I (incl 1 crew)						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Hired/NonOwned Auto						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						WC STATU-TORY LIMITS
	RETENTIONS \$						OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Marine Contractor. Regarding the general liability insurance, including Products and Completed Operations coverage, Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are listed as additional insureds with respect to work performed by the insured per contract.

CERTIFICATE HOLDER Lee County BOCC P.O. Box 398 Ft. Myers, FL 33902 Attn: Robin Dennard Email: rdennard@LeeGov.com	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 
--	--

Endorsement No.: 7	Policy No.: 835-101783-9	Effective Date: July 19, 2017
Assured: DeHays Marine, Inc. d/b/a Smitty's Towing & Salvage		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The above information is to be completed only if this form is endorsed after policy inception.

Endorsement to the Marine General Liability Coverage Part

(Protection & Indemnity Endorsement)

CREW COVERAGE

In consideration of the premium indicated in the declarations, it is understood and agreed that Exclusions 2.e of Section I and B.2. of the Protection & Indemnity Endorsement, and the reference to the Jones Act or General Maritime Law under Exclusion 2. d. of Section I, shall not apply to the insured's liability as a vessel owner/operator, for "bodily injury" to masters and crew members of vessels listed in the Schedule of the Protection & Indemnity endorsement attached to this policy, subject to the following:

It is a condition of the coverage provided by this Endorsement that the total number of crew on board the insured vessel(s) shall not exceed **one (1)*** working at any one time. In the event additional crew are employed, this company agrees to hold covered such additional exposure, provided that the insured gives prompt notice to this Company of such additional crew and pay premium as may be required.

*excluding Captain James H. DeHays, who shall not be included for crew coverage herein.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED

Dennard, Robin

From: Sue Ryen <sue@insuremarine.com>
Sent: Thursday, December 07, 2017 10:26 AM
To: Dennard, Robin
Cc: Karen DeHays
Subject: Re: DeHays Marine - Lee County Cert
Attachments: GLPI17 Endt #7 Crew Coverage from pol eff 071917.pdf

Importance: High

Hi Robin

It is my understanding the insured will be installing signs such as Manatee warnings and/or channel markers. Their current G/L coverage also includes P&I (liability) on their tug boat and/or barges along with crew coverage (Jones Act) for their employee working from aboard the watercraft. This coverage is shown on the Certificate of Insurance under the G/L as "**P&I (including crew)**". I have also attached the endorsement #7 from their policy that shows the inclusion of crew coverage.

Please confirm this will satisfy the requirement for "Maritime Remedies".

Thank you,
Sue

From: Dennard, Robin
Sent: Thursday, December 07, 2017 10:15 AM
To: sue@insuremarine.com
Subject: FW: DeHays Marine

Good morning Sue,

I'm just following up on our request below. Please let me know if you need any additional information or have any questions that I may answer to assist with this request.

Thank you,
Robin Dennard

Buyer
Procurement Management
Ph: 239-533-8837
Em: rdennard@LeeGov.com
Fax: 239-485-8383

Address: 1500 Monroe Street 4th Floor
Fort Myers, FL 33901
(This is the Lee County Public Works Building)

Lee County Procurement Management launches electronic bidding system

Fort Myers, FL, June 12, 2017 – Lee County Procurement Management has launched a new electronic bidding system to streamline the way the Lee County does business with its private-sector vendors.

Vendors can log on to www.leegov.com/bid to register and search for bid opportunities. All suppliers, including those already registered with Lee County Procurement, will need to register in the new system.

Vendors also may sign up at the website to attend brief instructional session on registering in the system. Sessions begin June 26.

Vendors will benefit from the electronic procurement system because it:

- Will reduce vendors' cost when they respond to County solicitations by eliminating paper bids and allowing for electronic submission;
- Allows for instant submittals to the County, reducing the risk of late submittals;
- Allows vendors to manage and update their profiles and view current and awarded solicitations around the clock;
- Sends automatic notifications to registered vendors when a new solicitation is advertised;
- Sends insurance expiration reminders to Procurement staff and vendors by email;
- Allows vendors, County staff and the public to view solicitation and contract files online anytime.

Vendors may call Lee County Procurement Management at 239-533-8881 or email procurement@leegov.com.

From: Dennard, Robin
Sent: Wednesday, December 06, 2017 10:25 AM
To: 'sue@insuremarine.com' <sue@insuremarine.com>
Subject: DeHays Marine
Importance: High

Good morning Sue,

Thank you very much for speaking with me this morning. Per our conversations, I have attached the insurance requirements for your review concerning Maritime Remedies. Please provide an explanation or updated COI if needed.

This is a time sensitive matter. If you would please respond at your earliest convenience, I would greatly appreciate your attention. If you have any questions, please contact me at any time.

Thank you,
Robin Dennard

Buyer
Procurement Management
Ph: 239-533-8837
Em: rdennard@LeeGov.com
Fax: 239-485-8383

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Dennard, Robin

From: Figueroa, Mike
Sent: Thursday, September 28, 2017 9:32 AM
To: Dennard, Robin
Subject: RE: DeHays Marine: Certificate of Insurance - Lee County BOCC

Robin-

Hope all is well. It appears that's the case, one employee. I checked the Division of WC and he is exempt from coverage <https://apps8.fldfs.com/proofofcoverage/EmployerDetail.aspx?EmpID=000062116>.

Given this information, he would be good to go, thanks.

Respectfully,

Mike Figueroa, Risk Manager
Lee County Risk Management
P.O. Box 398
Fort Myers, Florida 33902
mfigueroa@leegov.com
Office: (239) 533-2310
Fax: (888) 242-3233

From: Dennard, Robin
Sent: Thursday, September 28, 2017 9:14 AM
To: Figueroa, Mike <MFiguroa@leegov.com>
Subject: RE: DeHays Marine: Certificate of Insurance - Lee County BOCC

Mike,

I copied over the General Scope below:

GENERAL SCOPE OF PROJECT

1.1 The Lee County Board of County Commissioners (BOCC) desires to obtain services from skilled and qualified Contractor(s) for the installation, removal, relocation, and maintenance of Lee County's private aids to navigation on an as-needed basis; including dayboards, buoys, signs, and associated structures.

I don't see in the solicitation that it was waved. I noticed on the COI it states P&I (incl 1 crew). Does that mean the vendor only has one employee? If so will he still be required to cover WC?

Thank you for your assistance!

Robin Dennard

Buyer
Procurement Management
Ph: 239-533-8837
Em: rdennard@LeeGov.com
Fax: 239-485-8383

Address: 1500 Monroe Street 4th Floor
Fort Myers, FL 33901
(This is the Lee County Public Works Building)

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- Sends insurance expiration reminders to Procurement staff and vendors by email;
- Allows vendors, County staff and the public to view solicitation and contract files online anytime.

Vendors may call Lee County Procurement Management at 239-533-8881 or email procurement@leegov.com.

From: Figueroa, Mike
Sent: Thursday, September 28, 2017 9:07 AM
To: Dennard, Robin <RDennard@leegov.com>
Subject: RE: DeHays Marine: Certificate of Insurance - Lee County BOCC

Robin-

Hope all is well. The only coverage is see missing is the WC. What is the scope of work or is the vendor exempt from this coverage?

Respectfully,

Mike Figueroa, Risk Manager
Lee County Risk Management
P.O. Box 398
Fort Myers, Florida 33902
mfigueroa@leegov.com
Office: (239) 533-2310
Fax: (888) 242-3233

From: Dennard, Robin
Sent: Thursday, September 28, 2017 9:00 AM
To: Figueroa, Mike <MFIGUEROA@leegov.com>
Subject: FW: DeHays Marine: Certificate of Insurance - Lee County BOCC
Importance: High

Good morning Mike,

Will you please review the attached certificate? I don't believe it covers our minimum but before I contact the vendor for a third time I would love your opinion. The attached minimum requirement is what I sent to the vendor, but received the attached COI back twice.

I'm sorry to bother you with this.

Thank you,

Robin Dennard

Buyer

Procurement Management

Ph: 239-533-8837

Em: rdennard@LeeGov.com

Fax: 239-485-8383

Address: 1500 Monroe Street 4th Floor

Fort Myers, FL 33901

(This is the Lee County Public Works Building)

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- Allows vendors, County staff and the public to view solicitation and contract files online anytime.

Vendors may call Lee County Procurement Management at 239-533-8881 or email procurement@leegov.com.

From: Sue Ryen [<mailto:sue@insuremarine.com>]

Sent: Wednesday, September 27, 2017 10:57 AM

To: Dennard, Robin <RDennard@leegov.com>

Cc: jdehays <dehaysmarine@comcast.net>; Ryan Langhorst <ryanlang@insuremarine.com>

Subject: DeHays Marine: Certificate of Insurance - Lee County BOCC

Importance: High

Attached herewith please find the referenced Certificate of Insurance.

If you have any questions, please feel free to contact our office.

Thank you,

Sue Ryen

Paul Lynch & Associates, Inc.

221 S Ocean Drive, Suite C

Fort Pierce, FL 34949

Tel: 772-232-9371 / Fax: 772-232-9375

Website: www.insuremarine.com

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Print or PDF

United States Fire Insurance Company (?)

A.M. Best #: 002136 NAIC #: 21113 FEIN #: 135459190

Administrative Office

305 Madison Avenue
Morristown, NJ 07960
United States

[View Additional Address Information](#)

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 Category:	XII (\$1 Billion to \$1.25 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 20, 2016
Initial Rating Date:	February 14, 1906

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 20, 2016
Initial Rating Date:	May 20, 2005

u Denotes Under Review Best's Rating

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



[View A.M. Best's Rating Disclosure Form](#)



A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries
October 20, 2016

Rating History

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

Financial Strength Rating

Effective Date	Rating
10/20/2016	A
6/4/2015	A
5/30/2014	A
3/28/2013	A
5/3/2012	A

Long-Term Issuer Credit Rating

Effective Date	Rating
10/20/2016	a
6/4/2015	a
5/30/2014	a
3/28/2013	a
5/3/2012	a

AMB Credit Reports

AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 10/31/2017 (represents the latest significant change).



Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

Press Releases**Date** ▾**Title**

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
Aug 08, 2011	A.M. Best Affirms Ratings of First Mercury Insurance Company and Its Affiliates
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

⏪ ⏩ 1 2 3 Page size: 10 ▾

21 items in 3 pages

European Union Disclosures

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Australian Disclosures

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