



(239) 533-8881

John E. Manning
District One

September 1, 2016

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Mr. Jeremy Mader
John Mader Enterprises, Inc.
d/b/a Mader Electric Motors
18161 N. Tamiami Tr.
North Fort Myers, FL 33903

SUBJECT: B-160144 Services to Repair, Replace or Supply Utility Plant Equipment

ENCLOSURE (1): Executed Copy of Professional Services Agreement

Dear Mr. Mader:

Enclosed is your executed copy of the Professional Services Agreement for the project known as " Services to Repair, Replace or Supply Utility Plant Equipment".

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Kathy Ciccarelli

Kathy Ciccarelli, CPPB
Procurement Analyst

C: Financeonbase@leeclerk.org
Project File

**AGREEMENT FOR
SERVICES TO REPAIR, REPLACE OR SUPPLY UTILITY PLANT EQUIPMENT**

THIS AGREEMENT ("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 John Mader Enterprises, Inc., dba Mader Electric Motors, a Florida corporation, 18161 N. Tamiami Trail, North Fort Myers, FL 33903, and whose Federal tax identification number is 65-0048538, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase utility plant equipment, and services for replacement and repair on an as-needed basis from the Vendor (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Request for Bid No. B-160144 on February 5, 2016; and,

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

WHEREAS, the VENDOR 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 Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services under this Agreement, in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of B-160144, 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 Vendor, and shall continue through for one (1) year, with the option to renew this Agreement for up to three (3) additional one (1) year terms upon mutual agreement of both parties. The associated warranty periods, as further described in this Agreement, shall survive termination or expiration of the Agreement.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement 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 Vendor's submittal in response to B-160144, 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, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor 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 Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor'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. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor 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 shall 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 Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor 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 Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must 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. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor 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 Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), 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 Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor 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. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., 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) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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 Vendor 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 must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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, <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor 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 shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor 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 Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor 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" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor 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. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, 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 Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor 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 vendors 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 Vendor's obligations under this Agreement.

XIII. 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 Vendor shall 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.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) 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 Vendor 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 Vendor shall refund to the County any money which has been paid for same.
- C. Vendor 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.
- D. For twelve (12) months from the date of County's receipt of products and services provided hereunder, Vendor warrants that labor and materials and all new equipment will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than twelve (12) months, this warranty shall be extended to that longer duration.

- E. For ninety (90) days from the date of County's receipt of rebuilt or repaired equipment as provided hereunder, Vendor warrants that the labor and materials will be free from material defects in materials and workmanship.

XV. 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 Vendor 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 Vendor 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 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.
- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. 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:	<u>Jeremy Mader</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>18161 N. Tamiami Tr.</u> <u>N. Ft. Myers, FL 33903</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>239-731-5455</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>239-731-8165</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>mader-electricmotors@sema.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. B-160144
 4. Vendor's Submittal in Response to B-160144

[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:

JOHN MADER ENTERPRISES, INC.

Signed By: [Signature]

Signed By: [Signature]

Print Name: John Mader

Print Name: Jeremy Mader

Title: President

Date: 8/15/16

LEE COUNTY

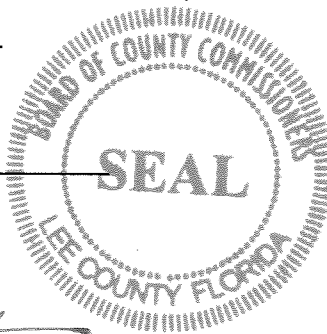
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 8-19-16

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



APPROVED AS TO FORM:

BY: [Signature]
COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

The Vendor shall repair, replace or supply Utility Plant Equipment for the Lee County Utilities Division as requested on an as-needed basis. The Vendor will provide all materials and labor necessary to complete all work performed under this Agreement.

During the term of this Agreement and any renewals, the Vendor shall:

1. Have a facility located so the Vendor can reach the College Parkway Facility located at 7401 College Parkway Fort Myers, FL 33907, during an emergency, within two hours.
2. Maintain a UL674 shop certification.
3. Respond to calls for service as follows:
 - a. Emergencies – two hours or less
 - b. Regular repairs - return the County's phone call within one hour, and repairs will be started within 72 hours or less.
 - c. Weekends and Holidays - return the County's phone call within one hour or less.
4. Order equipment and parts for Utilities in a timely manner to keep the Facility running up to capacity.
5. Supply parts such as but not limited to: Flygt, ABS, Seepex, Moyno, Afton, Gardner Denver, Roots, Lamson, Alfa Laval, Lakeside, Peerless, Foot Jones, Windsmith, etc.
6. Make modifications and repairs on the spot to keep the facility operational.
7. Have the ability to epoxy coat rotating equipment parts e.g., impellers, shafts, blower fans etc., prior to reassembly to protect the components from harsh environment.
8. Have at least three (3) employees dedicated to Lee County, including two in the field and one in the shop, each with a minimum of three years of verifiable experience.
9. Own, lease, rent and maintain all equipment necessary to provide these services to include, at minimum, welding machines, hydraulic press, brake, motor test platform and safety equipment.

AUTHORIZATION OF WORK

The County will provide the Vendor with the names of County employees approved to authorize work or purchases under this Agreement. Only those employees whose names are provided to the Vendor are authorized to place orders for labor or materials. If the Vendor chooses to perform work or provide materials requested by a County employee whose name was not provided by the County as an authorized employee under this Agreement, the County may refuse to pay for any resulting work performed or materials furnished.

TECHNICAL REQUIREMENTS

On a call out and pre-authorization basis, the Vendor will provide the services described as follows. The Vendor will either perform repair work at the County's

EXHIBIT A SCOPE OF SERVICES

location, or pick up the equipment from the County's location for repair at the Vendor's shop.

1. Maintain adequate spare parts and pumps in the Vendor's shop for any emergency repairs. Only OEM parts will be used on all rebuilds, no aftermarket substitutes.
2. Perform test run on all repaired or new equipment and document acceptance by the County.
3. On Vertical Turbine Well and Basin Pumps manufactured by Layne, Peerless, Flowserve, J-Line, Gould, Crown, Johnson and Worthington or approved for retrofitting equal:
 - a. Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump.
 - b. When possible, Vendor will change stuffing box configuration from packing to a water cooled and internal water flushed mechanical seal.
 - c. Machine and adapt proper fit up to the liquid side of the pump.
 - d. Perform test run on all repaired or new equipment and document acceptance by LCU.
4. On Horizontal Split Case Pumps manufactured by Worthington, Allis Chalmers, Weinmann, Aurora, Peerless, Fairbanks Morse and Ingersoll Rand or equal:
 - a. Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump.
 - b. Upon re-installation or new installation, a full laser alignment shall be performed along with a vibration analysis during test run.
 - c. Where possible, the Vendor will change stuffing box configuration from packing to a water cooled and internal water flushed mechanical seal.
 - d. Machine and adapt proper fit up to the liquid side of the pump.
 - e. Perform test run on all repaired or new equipment and document acceptance by LCU.
5. On Submersible Well Pumps manufactured by Gould, J-Line, Grundfos or equal:
 - a. Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump.
 - b. Upon installation or re-installation all nuts, bolts, and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs.
 - c. Change piping to Certaloc piping on all well pumps that does not exist when converting from vertical turbine to submersible application.
 - d. Add ¾" PVC pipe completely secured to discharge pipe of pump down into well to serve as an insertion tube for pizometer to measure well draw downs.
 - e. Provide stainless steel safety cable connected to top of pump and motor to provide adequate support in the event of piping failure.
6. On sewage lift station pumps manufactured by Flygt, ABS, Wilo EMU or equal:
 - a. Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump.

EXHIBIT A SCOPE OF SERVICES

- b. Upon installation or re-installation all nuts, bolts, and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs.
7. On Gearboxes manufactured by Footjones, Winsmith, Dodge, Hub City, Euro drive, Sumitomo or equal:
 - a. Pull and rebuild gearboxes, replace all bearings, bushings, and gears.
 - b. Machine all surfaces related to bearing and oil seal surfaces for a proper fit as necessary.
 - c. Reassemble and install, align as necessary to avoid shaft wobble by shimming vertically.
 - d. All nuts, bolts and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs.
 - e. Perform laser alignment between motor and gearbox assemblies.
8. On Compressors manufactured by Dayton, Quincy, Ingersoll Rand, Speedaire; sizes 3HP, 5HP, 10HP or equal:
 - a. Rebuild air compressors
 - b. Dress or hone cylinder walls
 - c. Replace, as needed, rings, suction and discharge valves, bearings and bushings, pistons, and crank shafts
 - d. Clean or replace sight glass to oil sump as necessary
 - e. Inspect inner-cooler and after-cooler for cracks, replace as necessary
 - f. Supply new drive belts as needed
 - g. Test pressure switches for settings, operation and condition of contacts, replace as necessary

Documentation:

The Vendor will provide all installation, operation and maintenance manuals for all new equipment supplied and/or installed, as well as the documentation for all warranties described in Section XIV of this Agreement. The Vendor will provide digital pictures of the equipment data plates showing model numbers, serial numbers, etc. for equipment installed in such a way that the plates are difficult to read or access (such as those attached to submersible well pumps, vertical pumps, etc.).

Invoices

The Vendor's invoices will include the following items:

- The full name of the County employee who authorized the work to be done
- Name of the facility where work was performed
- Address or location of the facility
- County work order, purchase order or contract number
- Problem corrected and description of work performed
- Identifiers for equipment worked on, e.g., lift station number, pump number, serial number, horsepower, manufacturer, etc.
- For labor, invoices will include the name, classification, work performed, total straight time hours worked, total premium time hours worked, and extended amount.
- For repair components, the invoices will include the item, quantity, unit price, and extended amount.

EXHIBIT A
SCOPE OF SERVICES

- For replacement equipment supplied and /or installed, the invoices will include the item description, manufacturer, model number, serial number, location where delivered or installed, price, mark-up, and extended amount.
- For crew billing, invoices will include premium time hours for crew, rate for crew, crane use hours, rate and extended amounts.
- For any subcontracted work, the invoices will include the name of subcontractor, work performed, price, mark-up and extended amount.
- For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., invoices will include the item, cost, mark-up if any and extended amount.
- For specialty services, if any, the invoices will include the service provided, name of provider, hours, rate and extended amount.
- In the event that the Vendor bills the County for charges from other sources, the Vendor will provide invoices in order to verify any additional charges plus the markup percentage.

EXHIBIT B FEE SCHEDULE

Formal Bid No.: B-160144

ESTIMATED ANNUAL HOURS AND ESTIMATED EXPENDITURES GIVEN BELOW ARE FOR EVALUATION PURPOSES ONLY AND NO MINIMUM NUMBER OF HOURS OR DOLLARS IS IMPLIED.

Section A - Compensation Rate and Fee Schedule:

HOURLY RATES - PERSONNEL	(BASIS OF AWARD)	STRAIGHT TIME
CLASSIFICATION		
IN HOUSE SHOP TECHNICIANS	300HRS X \$ <u>30</u> /HR=	\$ <u>9000</u> /YR.
MACHINISTS, LATHE OPERATORS	350HRS X \$ <u>28</u> /HR =	\$ <u>9800</u> /YR.
FIELD SERVICE TECHNICIANS	600HRS X \$ <u>0</u> /HR =	\$ <u>0</u> /YR.
TECHNICAL SPECIALISTS	225HRS X \$ <u>0</u> /HR =	\$ <u>0</u> /YR.
SHOP COORDINATOR	225HRS X \$ <u>0</u> /HR =	\$ <u>0</u> /YR.
WELDER	225HRS X \$ <u>10</u> /HR =	\$ <u>2250</u> /YR.

TOTAL SECTION A: \$ 21,050.00 /YEAR

SECTION B - EQUIPMENT AND CREW:

HOURLY RATES - EQUIPMENT AND CREW	(BASIS OF AWARD)	STRAIGHT TIME
ITEM/CLASSIFICATION		
CRANE - 20 TON WITH 95- FOOT REACH.	150HRS X \$ <u>85</u> /HR =	\$ <u>12750</u> /YR
TWO MAN CRANE CREW.	150HRS X \$ <u>40</u> /HR =	\$ <u>6000</u> /YR
TRANSPORTATION FOR FIELD SERVICE PERSONNEL.	300HRS X \$ <u>0</u> /HR =	\$ <u>0</u> /YR

TOTAL SECTION B: \$ 18,750.00 /YEAR

THE CRANE CREW MUST SHOW THAT THEY ATTENDED THE SAFETY CLASSES ON THE OPERATION OF THE CRANE.

EXHIBIT B FEE SCHEDULE

Formal Bid No.: B-160144

SECTION C: MARK-UPS

MARK-UPS	
REPAIR COMPONENTS (ANNUAL EXPENSE \$66,000)	\$66,000 X <u>12</u> % MARK UP = \$ <u>79,920.00</u> ANNUAL COST
NEW EQUIPMENT (ANNUAL EXPENSE \$120,000)	\$120,000 X <u>10</u> % MARK UP = \$ <u>132,000.00</u> ANNUAL COST
MISCELLANEOUS ITEMS: E.G. OVERNIGHT FREIGHT ON SPECIAL PARTS, CONSUMABLES...ETC	COST PLUS A <u>0</u> % MARK-UP

TOTAL SECTION C: \$ 205,920.00 /YEAR

GRAND TOTAL (SECTION A, B AND C) \$ 245,720.00

WARRANTIES: THE AWARDED VENDOR MUST PROVIDE WARRANTIES FOR THE WORK THAT THEY DO SUCH AS:

CONTRACTOR WILL PROVIDE AT LEAST THE LISTED WARRANTIES ON ALL WORK AS FOLLOWS:

ON LABOR AND MATERIALS - 12 MONTHS

ON REBUILT OR REPAIRED EQUIPMENT - 90 DAYS

ON NEW EQUIPMENT: MANUFACTURER'S WARRANTY PERIOD.

PLEASE EXPLAIN THE WARRANTIES THAT YOU WILL OFFER:

ON LABOR AND MATERIALS - 12 MONTHS

As specified in bid

ON REBUILT OR REPAIRED EQUIPMENT - 90 DAYS

As specified in bid

EXHIBIT B FEE SCHEDULE

Formal Bid No.: B-160144

ON NEW EQUIPMENT: Manufacturers warranty period, minimum 2 year
As specified in bid

OPTION A - OVERTIME

HOURLY RATES - PERSONNEL	
CLASSIFICATION	OVERTIME SHALL NOT EXCEED TIME AND A HALF. (125 HRS/YR OVERTIME FOR ALL POSITIONS)
IN HOUSE SHOP TECHNICIANS	125HRS X \$ <u>45</u> /HR = \$ <u>5625</u> /YR.
MACHINISTS, LATHE OPERATORS	125HRS X \$ <u>40</u> /HR = \$ <u>5000</u> /YR.
FIELD SERVICE TECHNICIANS	125HRS X \$ <u>0</u> /HR = \$ <u>0</u> /YR.
TECHNICAL SPECIALISTS	125HRS X \$ <u>0</u> /HR = \$ <u>0</u> /YR.
SHOP COORDINATOR	125HRS X \$ <u>0</u> /HR = \$ <u>0</u> /YR.
WELDER	125HRS X \$ <u>15</u> /HR = \$ <u>1875</u> /YR.

TOTAL OPTION A: \$ 12,500.00 /YEAR

OPTION B: OVERTIME RATES: EQUIPMENT AND CREW

HOURLY RATES - EQUIPMENT AND CREW	
ITEM/CLASSIFICATION	OVERTIME SHALL NOT EXCEED TIME AND A HALF
CRANE - 20 TON WITH 95- FOOT REACH. (150 HRS/YR.)	SAME AS STRAIGHT TIME RATE
TWO MAN CRANE CREW. (150 HRS/YR.)	150HRS X \$ <u>60</u> /HR = \$ <u>9000</u> /YR
TRANSPORTATION FOR FIELD SERVICE PERSONNEL. (300 HRS/YR.)	SAME AS STRAIGHT TIME RATE.

TOTAL OPTION B: \$ 9,000.00 /YEAR

EXHIBIT B FEE SCHEDULE

Formal Bid No.: B-160144

OPTION C: SPECIALTY SERVICE

SPECIALTY SERVICE CLASSIFICATION (IF ANY ARE ANTICIPATED).
\$ <u>150</u> /HR.

EXAMPLE: APPLYING A SPECIALTY COATING; REMODIFYING MECHANICAL SEALS

OPTION D: EMERGENCIES

HOURLY RATES - PERSONNEL	
CLASSIFICATION	
IN HOUSE SHOP TECHNICIANS	\$ <u>30</u> /HR X <u>50</u> % MARK UP= \$ <u>45</u> RATE
MACHINISTS, LATHE OPERATORS	\$ <u>28</u> /HR X <u>50</u> % MARK UP= \$ <u>42</u> RATE
FIELD SERVICE TECHNICIANS	\$ <u>0</u> /HR X <u>0</u> % MARK UP= \$ <u>0</u> RATE
TECHNICAL SPECIALISTS	\$ <u>0</u> /HR X <u>0</u> % MARK UP= \$ <u>0</u> RATE
SHOP COORDINATOR	\$ <u>0</u> /HR X <u>0</u> % MARK UP= \$ <u>0</u> RATE
WELDER	\$ <u>10</u> /HR X <u>50</u> % MARK UP= \$ <u>15</u> RATE

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?
 YES NO

Does your firm have a location/office/facility in Lee County?
 YES NO

Address: 18161 N. Tamiami Tr. N. Ft. Myers, FL 33903

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.

**EXHIBIT D
INSURANCE REQUIREMENTS**

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor 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, 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 FS 440 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 D 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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



Lee County Procurement Management
 1825 Hendry Street, 3rd Floor
 Fort Myers, FL 33901
 (239) 533-5450
www.leegov.com/procurement

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

DATE February 25, 2016
SOLICITATION NO.: B-160144/KC

SUBJECT: ADDENDUM NUMBER 1

REFERENCE: Services to Repair, Replace or Supply Utility Plant Equipment

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

1.	Do you need to own the 20 ton crane with the 95 foot reach?
Answer	Please list if you own, rent or lease the 20 ton crane with the 95 foot reach. If you are renting the crane we will need a copy of the agreement with the vendor and proof that you will be able to meet the two hour emergency response time.
2.	What paperwork do we need to show that we had attended safety cases for the operation of the crane?
Answer	You can submit a letter from the manufacturer or the vendor who conducted the classes.
3.	Do we need to have the UL674 Shop Certification at the time the bid is submitted?
Answer	Yes. The UL674 Shop Certification must be submitted along with your bid package.
4.	Need to label equipment for identification.
Answer	Each piece of equipment must receive an identification plate with its own individual identifying number, either made out of brass or aluminum or riveted in place. By using this identifying number both Lee County and the vendor will be able to trace the repairs of the piece of equipment.

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Kathy Ciccarelli

, Procurement Analyst
Lee County Procurement Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2016

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 Brown & Brown of Florida, Inc. 2600 Lake Lucien Drive Suite 330 Maitland FL 32751		CONTACT NAME: Rich Biondi, CIC PHONE (A/C, No, Ext): (407) 660-8282 FAX (A/C, No): (407) 660-2012 E-MAIL ADDRESS: rbiondi@bborlando.com	
		INSURER(S) AFFORDING COVERAGE INSURER A Monroe Guaranty Ins. Co.	NAIC # 32506
INSURED John Mader Enterprises, Inc. / Mader Electric Motors 18161 North Tamiami Trail N Ft Myers FL 33903		INSURER B: FCCI Insurance Company INSURER C: National Trust Insurance Co. INSURER D: FFVA Mutual Insurance Co. INSURER E: INSURER F:	10178 20141 10385

COVERAGES CERTIFICATE NUMBER: CL1582101587 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	ADDITIONAL SUBROGATION WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	GL0015880	9/15/2015	9/15/2016	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 Property damage-single limit \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CA0025128-3	9/15/2015	9/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0017475-3	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	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/A	WC 840-0027333 2015A	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials is granted status as an Additional Insured as respects General Liability coverage and the operations of the insured.

CERTIFICATE HOLDER Lee County BOCC & Lee County Procurement Management P.O. Box 398 Fort Myers, FL 33902-0398	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 R Biondi, CIC/001393
--	--

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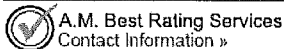
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Monroe Guaranty Insurance Company (2)

A.M. Best #: 003689 NAIC #: 32506 FEIN #: 351322669

Administrative Office
6300 University Parkway
Sarasota, FL 34240-8424
[United States](#)

[View Additional Address Information](#)

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709

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

Based on A.M. Best's analysis, [050127 - FCCI Mutual Insurance Holding Company](#) 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 Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 22, 2015
Initial Rating Date:	June 30, 1981

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: W. Dolson Smith, Ph.D., CFA
Managing Senior Financial Analyst: Jacqueline Lentz, CPA

Disclosure Information

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

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 22, 2015
Initial Rating Date:	June 05, 2007

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1981.

Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
5/22/2015	A	5/22/2015	a
6/12/2014	A	6/12/2014	a
6/13/2013	A	6/13/2013	a
6/18/2012	A-	6/18/2012	a-
5/17/2011	A-	5/17/2011	a-
6/9/2010	A-	6/9/2010	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: 6/27/2016 (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
Jun 13, 2013	A.M. Best Upgrades Ratings of FCCI Insurance Company and Its Subsidiaries
Jun 18, 2012	A.M. Best Revises Outlook to Positive for FCCI Insurance Company and Its Subsidiaries

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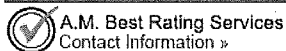
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FCCI Insurance Company (2)

A.M. Best #: 011257 NAIC #: 10178 FEIN #: 591365094

Domiciliary Address
6300 University Parkway
Sarasota, FL 34240-8424
[United States](#)

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709

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

Based on A.M. Best's analysis, [050127 - FCCI Mutual Insurance Holding Company](#) 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)
Financial Size	X (\$500 Million to \$750 Million)
Category:	Million
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 22, 2015
Initial Rating Date:	December 18, 1995

Best's Credit Rating Analyst
Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: W. Dolson Smith, Ph.D., CFA
Managing Senior Financial Analyst: Jacqueline Lentz, CPA

Disclosure Information
View A.M. Best's Rating Disclosure Statement

Long-Term Issuer Credit Rating View Definition	
Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 22, 2015
Initial Rating Date:	June 05, 2007

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.

Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
5/22/2015	A	5/22/2015	a
6/12/2014	A	6/12/2014	a
6/13/2013	A	6/13/2013	a
6/18/2012	A-	6/18/2012	a-
5/17/2011	A-	5/17/2011	a-
6/9/2010	A-	6/9/2010	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: 6/27/2016 (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
Jun 13, 2013	A.M. Best Upgrades Ratings of FCCI Insurance Company and Its Subsidiaries
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National Trust Insurance Company (2)

A.M. Best #: 000719 NAIC #: 20141 FEIN #: 620729866

Administrative Office
6300 University Parkway
Sarasota, FL 34240-8424
[United States](#)

[View Additional Address Information](#)

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709

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

Based on A.M. Best's analysis, [050127 - FCCI Mutual Insurance Holding Company](#) 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 Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 22, 2015
Initial Rating Date:	December 16, 1996

Best's Credit Rating Analyst
Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: W. Dolson Smith, Ph.D., CFA
Managing Senior Financial Analyst: Jacqueline Lentz, CPA

Disclosure Information
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Long-Term Issuer Credit Rating View Definition	
Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 22, 2015
Initial Rating Date:	June 05, 2007

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1996.

Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
5/22/2015	A	5/22/2015	a
6/12/2014	A	6/12/2014	a
6/13/2013	A	6/13/2013	a
6/18/2012	A-	6/18/2012	a-
5/17/2011	A-	5/17/2011	a-
6/9/2010	A-	6/9/2010	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: 6/27/2016 (represents the latest significant change).

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Press Releases

Date	Title
Jun 13, 2013	A.M. Best Upgrades Ratings of FCCI Insurance Company and Its Subsidiaries
Jun 18, 2012	A.M. Best Revises Outlook to Positive for FCCI Insurance Company and Its Subsidiaries

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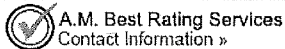
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FFVA Mutual Insurance Co. (?)

A.M. Best #: 011868 NAIC #: 10385 FEIN #: 596828087

Mailing Address

P.O. Box 948239
Maitland, FL 32794-8239
[United States](#)

[View Additional Address Information](#)

Web: www.ffvamutual.com

Phone: 321-214-5300

Fax: 321-214-0220

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



Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A- (Excellent)
Financial Size: VIII (\$100 Million to \$250 Million)
Category: Million
Outlook: Stable
Action: Affirmed
Effective Date: April 13, 2016
Initial Rating Date: June 09, 1997

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: W. Dolson Smith, Ph.D., CFA
Managing Senior Financial Analyst: Jacqueline Lentz, CPA

Disclosure Information

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Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: a-
Outlook: Stable
Action: Affirmed
Effective Date: April 13, 2016
Initial Rating Date: January 21, 2008

u Denotes [Under Review Best's Rating](#)

Rating History

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

Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
4/13/2016	A-	4/13/2016	a-
1/28/2015	A-	1/28/2015	a-
3/14/2014	A-	3/14/2014	a-
2/7/2013	A-	2/7/2013	a-
1/30/2012	A-	1/30/2012	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: 7/11/2016 (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
Mar 14, 2014	A.M. Best Revises Outlook to Stable for FFVA Mutual Insurance Co.
Jan 30, 2012	A.M. Best Downgrades Ratings of FFVA Mutual Insurance Co.



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor 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, 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 FS 440 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."*



LEE COUNTY
SOUTHWEST FLORIDA

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

AGREEMENT REVIEW CHECKLIST

CONTRACT TYPE: Professional Services

SUBJECT: Project known as: B-160144 Services to Repair, Replace or Supply Utility Plant Equipment

Between Lee County and John Mader Enterprises, Inc. d/b/a Mader Electric Motors

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement
Board
Date: 6/7/2016 Agenda Item No.: 32 *2 originals*

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: _____

Signed: _____

RECEIVED BY
LEE CO. ATTORNEY
2016 AUG 17 PM 3:17

(2) **By Procurement Management:**
 Recommending execution
 Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____

Signed: _____

RECEIVED
MINUTES OFFICE
2016 AUG 19 PM 1:54

(3) **By the Risk Management**
 Recommending execution
 Not recommending execution for the following reason(s):

Date received: Aug 17, 2016 Date returned/forwarded: Aug 17, 2016

Signed: _____

(4) **By the County Attorney:**
 Recommending execution
 Not recommending execution for the following reason(s):

Date received: 8-17-16 Date returned/forwarded: 8-18-16

Signed: _____

- (5) Board
- (6) Clerk's Office, Minutes Department *ld 08-22-2016*
- (7) Procurement Management *Kathy Ciccarelli*

Blue Sheet No. 20160276	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 6/7/2016	Item No. 32
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TITLE:

Award Request for Bid B-160144 Services to Repair, Replace or Supply Utility Plant Equipment

ACTION REQUESTED:

- A) Award Request for Bid No. B-160144, Services to Repair, Replace or Supply Utility Plant Equipment, to John Mader Enterprises, Inc. d/b/a Mader Electric Motors, for a period of one year as approved in the department's adopted budget.
- B) Authorize the Procurement Director the right to add or delete any additional work or services that might be needed.
- C) Grant the Procurement Director the authority to renew this agreement for up to three additional one-year periods, under the same terms and conditions, if doing so is in the best interest of Lee County.
- D) Grant the Procurement Director the authority to negotiate prices when necessary.

FUNDING:

These services are funded from the Enterprise Fund, and they are included in the LCU FY15/16 Operating and Capital Improvements Budgets.

The annual contract may be renewed for up to four additional one-year periods. Funds will be available each year from the LCU Operating and Capital Improvements Budgets.

Funds: Lee County Utilities Operating and Capital Improvements Funds; Programs – Water Treatment Plants, Wastewater Treatment Plants, Wastewater Collection and Capital Projects, Other Contracted Services, Furniture and Equipment.

Funds are available in various operating and capital accounts to be used as necessary.

WHAT ACTION ACCOMPLISHES:

Approves the award of B-160144 Services to Repair, Replace or Supply Lee County Utility Facility Equipment to Mader Electric Motors (a local vendor) to provide Utilities with a means to obtain repair services for various equipment, such as vertical turbine well pumps, feed pumps, horizontal split-case pumps, submersible well pumps, gearboxes, and compressors.

MANAGEMENT RECOMMENDATION:

Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: UTILITIES Division: No Divisions By: Pam Keyes

Background:

On March 15, 2016 Procurement Management received one sealed bid package from the current, local

Required Review:					
Pam Keyes	Corris L. McIntosh Jr.	Lori Borman	Mike Figueroa	Mary Tucker	Peter Winton
UTILITIES	County Attorney	Budget Analyst	Risk	Purchasing	Budget Services
Doug Meurer					
County Manager					

vendor Mader Electric Motors. The solicitation was advertised in The News Press as well as on-line via Demandstar.

The purpose of this contract is to provide Utilities with an on call vendor to make the various repairs in a timely manner and in cases of emergency. The type of equipment they service includes vertical turbine well pumps, feed pumps, horizontal split-case pumps, submersible well pumps, gearboxes, and compressors.

The submitted bid of \$245,720.00 is a decrease of approximately 1.7% from the previous contract.

1. Tab Sheet
2. Mader Electric Motors' Bid

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



Detail by Entity Name

Florida Profit Corporation

JOHN MADER ENTERPRISES, INC.

Filing Information

Document Number	M79408
FEI/EIN Number	65-0048538
Date Filed	05/05/1988
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	11/09/2009
Event Effective Date	NONE

Principal Address

18161 N. TAMIAMI TRAIL
NORTH FT.MYERS, FL 33903

Changed: 01/07/1991

Mailing Address

18161 N. TAMIAMI TRAIL
NORTH FT.MYERS, FL 33903

Changed: 01/06/2012

Registered Agent Name & Address

Mader, Jeremy D
18161 N. TAMIAMI TRAIL
N. FT. MYERS, FL 33903

Name Changed: 01/09/2014

Address Changed: 11/09/2009

Officer/Director Detail

Name & Address

Title President

MADER, JEREMY D
18161 N. TAMIAMI TRAIL
N. FT. MYERS, FL 33903

Annual Reports

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2015	01/09/2015
2016	03/09/2016

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State of Florida, Department of State