# AGREEMENT FOR WELDING AND FABRICATION SERVICES

**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 Advanced Precision Machine of U.S., LLC, a Florida corporation, whose address is 3791 Edison Ave, Ft. Myers, FL 33916, and whose Federal tax identification number is 47-2588012, hereinafter referred to as "Vendor".

### WITNESSETH

**WHEREAS**, the County intends to purchase Welding and Fabrication Services from the Vendor (the "Purchase"); and,

**WHEREAS**, the County issued a solicitation, Invitation to Bid No. B170009DKR Welding and Fabrication Services (the "Solicitation") on November 4, 2016; and,

**WHEREAS**, the Vendor submitted a response to the Solicitation including pricing for Category 1, Category 2 and the Optional Walkingfloor Trailer Service Work; and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on January 20, 2017; 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 for the Purchase, as set forth in Exhibit A Scope of Services attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation and its addenda, 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 on an "as needed basis" for a

period of 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 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, 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. <u>VENDOR'S INSURANCE</u>

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:
  - 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 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. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor 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 Vendor. Upon receipt of such an order, the Vendor 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 Vendor 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 XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. 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 Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

### XV. <u>VENDOR WARRANTY</u>

- 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. As further described in the Solicitation, for one year from the date of County's receipt of products provided hereunder, Vendor warrants that the work and equipment provided under this Agreement shall 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 one year, this warranty shall be extended to that longer duration.

### XVI. 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 Rep	resentative:	County's Representatives:					
Name:	Dan Ulmer	Names:	Roger Desjarlais	Mary Tucker			
Title:	Manager	Titles:	County Manager	Director of Procurement Management			
Address:	2574 Rockfill Road	Address:	P.O. Bo	ox 398			
	Ft. Myers, FL 33916		Fort Myers,	FL 33902			
Telephone:	239-332-2841	Telephone:	239-533-2221	239-533-8881			
Facsimile:	239-332-2931	Facsimile:	239-485-2262	239-485-8383			
E-mail: info@apmachineshop.com		E-Mail:	rdesiarlais@leegov.com	mtucker@leegov.com			

- 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. B170009DKR
  - 4. Vendor's Submittal in Response to B170009DKR

[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:	ADVANCED PRECISION MACHINE OF U.S., LLC.
Signed By: Linda Umee	Signed By: Wan Clme
Print Name: Linda Olmer	Print Name: DAN Ulmer
	Title:
	Date: $(-25-/7)$
	LEE COUNTY
	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
	BY: Han Manua CHAIR
· · · · · · · · · · · · · · · · · · ·	DATE 2/9/17
ATTEST: CLERK OF THE CIRCUIT COURT Linda Doggett, Clerk BY: Massa King DEPUTY CLERK	A L
APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:	
$\bigcap_{\mathcal{D}} \mathcal{A} = \mathcal{A} = \mathcal{A}$	
BY: When K pases  OFFICE OF THE COUNTY ATTORN	EY

# EXHIBIT A SCOPE OF SERVICES

The Vendor shall provide welding and fabrication services to the County for vehicles and equipment defined by the Solicitation as Category 1, Category 2, and Walkingfloor Trailer Service. The Vendor will provide all materials and labor necessary to complete all work performed under this Agreement. Services will be provided on an as-need basis county-wide; no work is guaranteed under this Agreement.

During the term of the Agreement and any renewals, the Vendor shall maintain all appropriate licenses and permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the Vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements shall be furnished to Lee County upon completion.

The Vendor's response time for the County's requests for non-emergency jobs shall not exceed forty-eight (48) hours from notification. For emergency jobs, response time shall not exceed four (4) hours. Response time is defined as having manpower and equipment on site ready to begin work. The response times specified include weekends and holidays.

In the event of a hurricane or other natural disaster, the County will have special needs for the services provided under this Agreement. The Vendor shall place the County's requests for service during these times in a high priority classification.

### **GENERAL SPECIFICATIONS - CATEGORY 1**

- Vendor must have the necessary equipment and capabilities to fabricate and machine parts within factory specifications as necessary. Vendor must be able to provide all welding and fabrication services for steel, aluminum, and stainless steel materials. Vendor must be able to weld up to 1 ½ inch materials. Vendor must have the ability to engineer, load, and stress test fabricated or repaired points; including points on hydraulic operated equipment.
- The Vendor must be able to fabricate metal body parts on dump trucks and various heavy on and off road equipment, hydraulic tanks, repair and machine cylinder rods and barrels, milling pins and bushings on heavy equipment and replace tarps and liners on dump trucks
- The need may arise for onsite repair. The Vendor must be capable of performing mobile welding and reasonable fabrication services on equipment in field and at County-operated facilities in Lee and Hendry Counties.
- The Vendor shall keep the County premises free from accumulation of waste materials or rubbish caused by his operations at all times. Upon completion

# EXHIBIT A SCOPE OF SERVICES

of the work, the Vendor shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces and leave that area "broom clean."

- In the event that the work performance of the Vendor is not satisfactory, the Vendor shall be notified and given twenty-four (24) hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to the County. If the vendor fails to meet this requirement, the County reserves the right to obtain welding services from another source and deduct the cost from monies due to the Vendor.
- While work is being performed, Vendor must have space to store and secure vehicles and equipment including, but not limited to, tractor trailers, construction equipment, and other vehicles and equipment typical to the solid waste industry and municipal fleet operations.
- Vendor must complete County work within five (5) days of the start of job, unless a mutually agreed upon delivery date has been set. In either case, the Vendor and the County shall notify the other party via email or by phone when equipment is to be delivered to the other's site.

### **GENERAL SPECIFICATIONS - CATEGORY 2**

- Work to be performed under this category consists of three major areas: machine work, welding and fabrication, and miscellaneous field work at water and waste water facilities.
  - Miscellaneous machine work, on equipment and machinery typically used in the water and wastewater industry, involving all types of machines tools including but not limited to: lathes, bench grinders, surface grinders, horizontal and vertical milling machines, power shears, assorted hand and bench power tools, hydraulic presses and brake functions to make various bends.
  - Welding operations including but not limited to: metal heating and cutting with oxy-acetylene welding, brazing, soldering and plasma cutting; shielded metal arc welding in the flat, horizontal, vertical and overhead positions; Gas Metal Arc Welding (GMAW/MIG) in all positions; Gas Tungsten Arc Welding (GTAW/TIG) in all positions; use of Arc Welding in joining pipe sections; and all types of metalizing.
  - Miscellaneous plant maintenance as fieldwork directed by County personnel.
- While performing fieldwork in plant maintenance at the facilities, the Vendor shall take special care when welding, cutting, burning, heating, and

# EXHIBIT A SCOPE OF SERVICES

especially working indoors. The possibility of fumes from the process and or the equipment needs to be addressed prior to beginning work. Ventilation in confined spaces needs to be supplied to protect County personnel and the person doing the job. The Vendor at the site where work is being performed must supply a fire extinguisher. The Vendor must follow all safety policies and procedures. All plant work, such as welding or burning, requires a new written hot work permit submitted to the plant supervisor each day work is being performed.

- The Vendor must provide adequate moving, lifting and transportation capability for all equipment covered under this Agreement. For rental of such equipment not owned by the Vendor, the rental price must be paid by the Vendor, and the Vendor may bill the County for the costs with no markup.
- Upon new fabrication, the Vendor shall provide AutoCAD prints or equal to demonstrate accuracy of items being fabricated for approval to County personnel.

### SPECIFICATIONS - WALKINGFLOOR TRAILER SERVICE

- Walkingfloor slats must meet or exceed the minimum specifications for the slats or components listed below:
  - o Walkingfloor slats model number 2301 (3) Ridge High Impact aluminum slat or as model number is amended.
  - Equivalent Walkingfloor slats may be accepted with prior approval by the County.
  - Walkingfloor bearings, T-blocks, and other materials must be approved prior to installation.

#### 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.

# EXHIBIT B FEE SCHEDULE

For all services and work products provided to the County by the Vendor as described in Exhibit A, the County agrees to pay the Vendor as provided below:

### FOR CATEGORIES 1 AND 2

TRADE	HOURLY RATE	PERCENTAGE OF MARK UP	EMERGENCY HOURLY RATE
WELDER	\$95.00		\$190.00
MOBILE WELDER*	\$145.00		\$290.00
FABRICATOR	\$95.00		\$190.00
MACHINIST	\$95.00		\$190.00
MATERIALS MARK UP		30%	

<sup>\*</sup> The Mobile Welder Hourly Rate is inclusive of all the Mobile Welder's time including, but not limited to, travel time and mileage from Vendor's business or Vendor's job site to the site at which the County equipment is located for repair. The County shall only pay the Vendor for the actual time the Mobile Welder spends working on County equipment at the County's site.

### Walkingfloor Trailer Service Work: \$95.00 Hourly Rate

All invoices submitted to the County by the Vendor must show, at a minimum, the following:

- 1. The number of hours the project required multiplied by the appropriate hourly rate
- 2. The cost of the materials used multiplied by the material mark-up
- 3. The total cost for the project

The invoice must be accompanied by the invoices from the Vendors' supplier for the materials used in the project. All information necessary to accurately verify all costs incurred by the County must accompany the Vendor's invoice. If the County cannot accurately assess the costs for any project, payment will be held until the Vendor substantiates all the invoiced charges. In the event that a current invoice cannot be provided to verify the material costs, the County will be the final judge of the cost of materials used for the project shown on the invoice.

# EXHIBIT C INSURANCE REQUIREMENTS

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

a. <u>Commercial General Liability/Garage/Garage Keepers'/On-Hook</u>
<u>Legal Liability -</u> Coverage shall apply to premises and/or operations,
products and/or 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. <u>Workers' Compensation</u> - 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 C INSURANCE REQUIREMENTS

## **Verification of Coverage:**

- 1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Agreement. 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.

ACORD...

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2017

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		CONTACT Pam Gillmore						
BB&T-Oswald Trip	· •	PHONE (A/C, No, Ext): 239 433-7169	802-8680					
13515 Bell Tower D		E-MAIL ADDRESS: pgillmore@bbandt.com						
Fort Myers, FL 33907 239 433-4535		INSURER(S) AFFORDING	G COVERAGE	NAIC#				
		INSURER A: Southern Owners Insura	10190					
INSURED	of Description Marchine of HO 110	INSURER B : Associated Industries In	23140					
	ed Precision Machine of U.S. LLC	INSURER C: Owners Insurance Comp	32700					
	ed Machine Shop LLC son Avenue	INSURER D :						
		INSURER E:						
FOIL WIYE	ers, FL 33916	INSURER F:						
COVERAGES	CERTIFICATE NUMBER:	REVISI	ON NUMBER:					

I	HIS IS TO CERTIFY THAT THE POLICIES	OF I	NSUF	RANCE LISTED BELOW HAVE BEE	N ISSUED TO	THE INSURED	NAMED ABOVE FOR THE	POLICY PERIOD
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INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR NVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY			20264678	02/10/2017	02/10/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR				,		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				'		GENERAL AGGREGATE	\$2,000,000
	X POLICY JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:				2			\$
С	AUTOMOBILE LIABILITY			5026467800	09/16/2016	09/16/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR			5026467801	02/10/2017	02/10/2018	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB CLAIMS-MADE	1					AGGREGATE	\$1,000,000
	DED X RETENTION \$10,000	1						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AWC1077133	02/10/2017	02/10/2018	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORE	101. Additional Remarks Schedule, may	be attached if me	ore space is requ	ired)	

Proprietors/Partners/Executive Officers/Members Excluded:

### D. Wright

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as Additional Insured with respect to General Liability per form 55205.

CERTIFICATE HOLDER	CANCELLATION
Lee County Board of County Commissioners P. O. Box 398	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Myers, FL 33902-0398	AUTHORIZED REPRESENTATIVE
	Pacces

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<sup>\*\*</sup> Workers Comp Information \*\*

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

### Name of Person or Organization (Additional Insured):

Lee County
Board of County Commissioners
P. O. Box 398
Fort Myers, FL 33902-0398

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Under SECTION II - WHO IS AN INSURED, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in ad-

dition to the limits of insurance shown in the Declarations.

C. Under SECTION IV - COMMERCIAL GENERAL LI-ABILITY CONDITIONS, 4. Other Insurance, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

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## ACORD.

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/01/2016

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		CONTACT Pam Gillmore							
BB&T-Os	wald Trippe and Company	PHONE (A/C, No, Ext): 239-433-7169 FAX (A/C, No): 86	6 802-8680						
13515 Bell Tower Drive Fort Myers, FL 33907 239 433-4535		E-MAIL ADDRESS: pgillmore@bbandt.com							
		INSURER(S) AFFORDING COVERAGE	NAIC#						
		INSURER A: Southern Owners Insurance Compa	10190						
INSURED	Advantage of the second	INSURER B: Associated Industries Ins Compa	23140						
	Advanced Precision Machine of U.S. LLC	INSURER C: Owners Insurance Company	32700						
	Advanced Machine Shop LLC 2574 Rockfill Rd.	INSURER D:							
		INSURER E :							
	Fort Myers, FL 33916	INSURER F:							
<b>COVERAG</b>	ES CERTIFICATE NUMBER:	REVISION 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY Α 20264678 02/10/2016 02/10/2017 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) X OCCUR CLAIMS-MADE \$300,000 MED EXP (Any one person) \$10,000

\$1,000,000 PERSONAL & ADV INJURY GEN'I AGGREGATE LIMIT APPLIES PER-\$2,000,000 GENERAL AGGREGATE PRO-JECT X POLICY \$2,000,000 PRODUCTS - COMP/OP AGG OTHER: 09/16/2016 09/16/2017 COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** С 5026467800 \$1,000,000 BODILY INJURY (Per person) ANY AUTO \$ ALL OWNED AUTOS SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE X HIRED AUTOS \$ (Per accident) X UMBRELLA LIAB X OCCUR 5026467801 02/10/2016 02/10/2017 EACH OCCURRENCE \$1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$1,000,000 X RETENTION \$10,000 DED WORKERS COMPENSATION 02/10/2016 02/10/2017 X | PER STATUTE AWC1058375 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$1,000,000 E.L. EACH ACCIDENT Υ (Mandatory in NH) \$1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 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)
\*\*Workers Comp Information \*\* Proprietors/Partners/Executive Officers/Members Excluded: D. Wright
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and
public officials are named as Additional Insured with respect to General Liability per form 55205.

	Perce
Fort Myers, FL 33902-0398	AUTHORIZED REPRESENTATIVE
Board of County Commissioners P. O. Box 398	ACCORDANCE WITH THE POLICY PROVISIONS.
Lee County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
CERTIFICATE HOLDER	CANCELLATION

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

Name of Person or Organization (Additional Insured):

Lee County
Board of County Commissioners
P. O. Box 398
Fort Myers, FL 33902-0398

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Under SECTION II - WHO IS AN INSURED, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in ad-

dition to the limits of insurance shown in the Declarations.

C. Under SECTION IV - COMMERCIAL GENERAL LI-ABILITY CONDITIONS, 4. Other Insurance, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2016

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not explain the term and conditions of the policy.

ti	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	the	certi	ficate holder in lieu of st	ich end	lorsement(s)		require an endorsemer	IL. A ST	atement on
	DUCER Management Insurance				CONTACT Cathy Wegman  PHONE (A/C, No, Ext): (239) 278-3939  FAX (A/C, No): (239) 278-4853					
PQ I	Box 62487 Myers, FL 33906				(A/C, No	<sub>s, Ext):</sub> (239) 2 <sub>ss:</sub> cathy@r	iskmgmtin:	(À/C, No): S.COM	(239) 2	278-4853
	• . •				ADDITE			RDING COVERAGE		NAIC#
					INSURE	RA: Arch Si				Main it
INSU	RED					кв:Lloyd's				
	Titan Mfg, Inc.				INSURE					
	6381 Metro Plantation Rd.				INSURE					
	Ft. Myers, FL 33966				INSURE					
					INSURE		***************************************			
CO	VERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH I	EQUI PER	REMI ΓΑΙΝ,	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A DED BY	NY CONTRAI (THE POLIC)	CT OR OTHEF IES DESCRIB	R DOCUMENT WITH RESPO ED HEREIN IS SUBJECT 1	ECT TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	's	
A	X COMMERCIAL GENERAL LIABILITY					,		EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х		294678		12/16/2016	12/16/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY FRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	AUTOMOBILE LIABILITY						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	s	
									\$	
	UMBRELLA LIÄB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below			( D) ( ( E C) ( C) ( C)		40/40/0040	101101001	E.L. DISEASE - POLICY LIMIT	\$	
В	Property			LBW455071R5		12/16/2016	12/16/2017	Form, RC		
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.ee	cription of operations / Locations / vehicl County, a political subdivision and Char rds to general liability.	ES (A rter C	cord ount	.101, Additional Remarks Schedu y of the State of Florida, it	ile, may b is agent	e attached if mor is, employees	e space is requir s, and public	ed) officials are named as ad	ditiona	l insured in
CEI	RTIFICATE HOLDER				CANC	ELLATION				
					SHU	ווו ה אאי הבי	THE ABOVE D	ESCRIBED POLICIES BE C	ANCELL	ED BEEODE
	Lee County Board of County P.O. Box 398 Fort Myers, FL 33902	Con	ımis	sioners	THE	EXPIRATION	DATE TH	EREOF, NOTICE WILL BY PROVISIONS.		
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	ı				En	If.	Rouse	L		
	3DD 3E (2046/02)				·					



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2017

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

PROI	NICER				CONTACT ALEX DI	AZ			
Sta	te Farm	TIM COLLIER INSURA	NCE AGEN	CY	PHONE 239-54 (A/C, No. Exu: 239-54 E-MAIL A) FX(0)	1-4444	FAX [A)C, No]: 1-88	8-463-5415	
1315 SE 47TH ST				ADDRESS: ALEX@INSURINGSWFL.COM					
1	<b>9</b> ( <b>9</b> ).	CAPE CORAL, FL 3390	)4		Machanita		RING COVERAGE	NAIC #	
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	FOF	IT MYERS, FL 33966			INSURER E:				
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CO	/ERAGES	CER	TIFICATE	NUMBER:			REVISION NUMBER:		
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CI	RTIFICATE MA	Y BE ISSUED OR MAY	PERTAIN, T		ED BY THE POLICIE	S DESCRIBE	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL		
INSR LTR		OF INSURANCE	ADDL SUER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS		
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1	✓ HIRED	✓ NON-CAMED		C17 6351-F15-59C	12/15/2016	06/15/2017	PROPERTY DAMAGE \$ 1.0	000,000	
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DESC	PIPTION OF OPE	ATHONS / LOCATIONS / VEHIC	ELES (ACORD	101, Additional Remarks Sched	de may be attached if mo	re unace (a recti)	redi		
				•	-		fficials are named as additional:	insured in	
	ards to general			ar trie danie er rander in	g , ,	ana passa a			
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CE	RTIFICATE H	OLDER			CANCELLATION				
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							DESCRIBED POLICIES BE CANCE		
					THE EXPIRATION ACCORDANCE WI		EREOF, NOTICE WILL BE D	PERAFKER IN	
		County Board of County	Commissio	ners	7,000,110,110,110,110	s com CARA			
		. Bax 398			AUTHORIZED REPRESE	NYATIVE			
	Fart	Myers, FL 33902-0398				//		<del></del>	
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						1			



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/18/2016

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.

tř	MPORTANT: If the certificate holder te terms and conditions of the policy ertificate holder in lieu of such endor.	, certa	ain p	olicies may require an e	policy idorse	(ies) must be ment. A sta	endorsed. tement on th	If SUBROGATIO is certificate doe	N IS WAIVED s not confer r	, subject to ights to the
	DUCER	· · · · · · · · · · · · · · · · · · ·			CONTA	CT Risk N	lanagement E	Department	····	
	mehenge Insurance Solutions, Inc.				PHONE (A/C, No. Ext): (888) 925-2990 x20834 (A/C, No.): (877) 637-8949				337-80/0	
	Avenue of the Champions				E-MAIL ADDRE	Certs		Employer.com	A/C, No): (0///	031-0343
	ite 222 m Beach Gardens, FL 33418				ADDRE					· · · · · · · · · · · · · · · · · · ·
` ~	in Deadif Galdens, 1 L 30410							DING COVERAGE		NAIC#
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	gressive Employer Management Company, it	ne. Alf.	Emn	TITAN MEG INC dha-	INSURE	RB;				
TIT	AN MFG INC				INSURE	RC:				
	7 Parkland Dr asota, FL 34243			•	INSURE	RD:				
l					INSURE	RE:				
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurr	rence) \$	
					:			MED EXP (Any one pe		
								PERSONAL & ADV IN		
	GEN'L AGGREGATE LIMIT APPLIES PER:				!			GENERAL AGGREGA		
	POLICY PRO- JECT LOC						ļ	PRODUCTS - COMP/O		
	OTHER:								\$	
	AUTOMOBILE LIABILITY		-			·		COMBINED SINGLE L (Ea accident)	IMIT \$	
	ANY AUTO							BODILY INJURY (Per	person) \$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per		
	NON-OWNED							PROPERTY DAMAGE (Per accident)		
	HIRED AUTOS AUTOS							(Per accident)	\$	
	UMBRELLA LIAB OCCUR									
	EXCESS LIAB CLAIMS-MADE			•			İ	EACH OCCURRENCE		
								AGGREGATE	2	
	DED RETENTION \$ WORKERS COMPENSATION							X PER STATUTE	OTH- ER	
	AND EMPLOYERS' LIABILITY									
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC 01-10-484-00		10/01/2016	10/01/2017	E.L. EACH ACCIDENT		1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EM	IPLOYEE \$	1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	YLIMIT \$	1,000,000
	·		,	Location Coverage Perio	od:	10/01/2016	10/01/2017	Client# 426367	-FL	
Cove	DESCRIPTION OF OPERATIONS / LOCATIÓNS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  TITAN MFG INC dba: TÎTAN MFG INC of 381 METRO PLANTATION Rd FORT MYERS, FL 33966  FORT MYERS, FL 33966									
CET	TIEICATE UOI DED	******								
UEF	RTIFICATE HOLDER			· · · · · · · · · · · · · · · · · · ·	CANC	ELLATION				
	Lee County Board of County P. O. Box 398 Fort Myers, FL 33902-0398	issic	ners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					ED BEFORE IVERED IN	
	1				AUTHORIZED REPRESENTATIVE  July					

# A.M. Best Rating Services

# Southern-Owners Insurance Company (2)

A.M. Best #: 011676 NAIC #: 10190

FEIN #: 593265407

Mailing Address

View Additional Address Information

P.O. Box 30660

Lansing, MI 48909-8160

**United States** 

Web: www.auto-owners.com

Phone: 517-323-1200 Fax: 517-391-1901

Financial Strength Rating (tabest) A++ Superior

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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 000188 - Auto-Owners Insurance 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++ (Superior)

Affiliation Code:

g (Group)

Financial Size Category:

XV (\$2 Billion or greater)

Outlook: Action:

Stable

**Effective Date:** 

Affirmed

Initial Rating Date:

June 08, 2016

July 31, 1995

## Long-Term Issuer Credit Rating View Definition

Long-Term:

aa+

Outlook:

Stable

Affirmed

Action: **Effective Date:** 

June 08, 2016

Initial Rating Date:

May 30, 2007

### u Denotes Under Review Best's Rating

#### **Best's Credit Rating Analyst**

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Joel Silverthorn

Associate Director: Raymond Thomson, CPCU, ARe, ARM

#### Disclosure Information



View A.M. Best's Rating Disclosure Form



A.M. Best Affirms Ratings of the Members of the Auto-Owners Insurance Group

June 08, 2016

## **Rating History**

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

# A.M. Best Rating Services

# Associated Industries Insurance Company, Inc. (2)

A.M. Best #: 011693 NAIC #: 23140 FEIN #: 590714428

**Mailing Address** 

View Additional Address Information

P.O. Box 812319

Boca Raton, FL 33481-2319

**United States** 

Web: www.amtrustgroup.com

Phone: 561-962-9300 Fax: 561-995-1004

Financial Strength Rating ( t BEST) A Excellent

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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 051002 - AmTrust Financial Services, Inc 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:** 

g (Group)

Financial Size Category:

XIV (\$1.5 Billion to \$2 Billion)

Outlook:

Action:

Stable

**Effective Date:** 

Affirmed July 08, 2016

**Initial Rating Date:** 

December 20, 1999

### Long-Term Issuer Credit Rating View Definition

Long-Term:

Outlook:

Stable

Action:

Affirmed

Effective Date:

July 08, 2016

**Initial Rating Date:** 

September 27, 2010

### u Denotes Under Review Best's Rating

#### **Best's Credit Rating Analyst**

Rating Issued by: A.M. Best Rating Services, Inc.

Director: Jennifer Marshall, CPCU, ARM

Senior Director: Michael J. Lagomarsino, CFA, FRM

#### Disclosure Information



View A.M. Best's Rating Disclosure Form



A.M. Best Affirms Ratings of AmTrust Financial Services, Inc. and Its Subsidiaries July 08, 2016

### Rating History

# A.M. Best Rating Services

# Owners Insurance Company (2)

A.M. Best #: 003628 NAIC #: 32700 FEIN #: 341172650

Mailing Address

View Additional Address Information

P.O. Box 30660

Lansing, MI 48909-8160

United States

Web: www.auto-owners.com

Phone: 517-323-1200 Fax: 517-391-1901

Financial Strength Rating ( & BEST) A++ Superior

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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 000188 - Auto-Owners Insurance 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:

**Affiliation Code:** 

Financial Size Category:

Outlook:

Effective Date:

Action:

**Initial Rating Date:** 

A++ (Superior)

g (Group)

XV (\$2 Billion or greater)

Stable

Affirmed

June 08, 2016

June 30, 1976

### Long-Term Issuer Credit Rating View Definition

Long-Term:

Outlook:

Action:

**Effective Date:** 

**Initial Rating Date:** 

aa+

Stable

Affirmed

June 08, 2016

May 30, 2007

#### u Denotes Under Review Best's Rating

#### **Best's Credit Rating Analyst**

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Joel Silverthorn

Associate Director: Raymond Thomson, CPCU, ARe, ARM

#### Disclosure Information



View A.M. Best's Rating Disclosure Form



A.M. Best Affirms Ratings of the Members of the Auto-Owners Insurance Group June 08, 2016

### Rating History

A.M. Best has provided ratings & analysis on this company since 1976.