CONTRACT

THIS CONTRACT (this "Contract") is made and entered into this $\frac{2}{2}$ day of November, 2018, by and between LAUDERDALE WEST COMMUNITY ASSOCIATION, NO. 1, INC. having an address at 1141 NW 85th Avenue, Plantation, Florida 33322 (the "Association"), and TRU COLORS CONTRACTING, INC., having an address at 1759 N Powerline Road, Pompano Beach, FL 33069 (the "Contractor").

WHEREAS, the Association desires to engage the services of the Contractor to install non-slip/non-skid Penntek Evolution floor coating to walkways and steps at the Main Clubhouse at the above address as specified in the Contractor's Proposal attached hereto as Exhibit A (the "Contractor Proposal"); and

WHEREAS, the parties are desirous of setting forth, in detail, the various terms, conditions and obligations between them with respect to the services to be provided as hereinatter set forth.

NOW, THEREFORE, for the sum of TEN (\$10.00) DOLLARS and in consideration of the mutual covenants, representations and warranties contained in this Contract and for other good and valuable consideration paid by the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

 SCOPE OF WORK. See Contractor's Proposal. The Scope of Work is sometimes referred to in this Contract as the "Work".

2. ADDITIONAL TERMS.

- and the Association's property during the entire period of Contractor's performance of the Work. The Association and the residents will cooperate with Contractor with regard to protecting the Association's and resident's property. Contractor shall at all times conduct its operations as to ensure the least inconvenience to the Association and general public. Contractor shall coordinate with the Association the schedule for any Work performed in order for the Association and Contractor to relocate or protect people, personal effects and property (furnishings or equipment). Contractor is responsible for all damage to property if not previously coordinated with Association.
- 2.2 <u>Scheduling.</u> Contractor shall at all times conduct its operations as to ensure the least inconvenience to the Association and its unit owners. Contractor shall coordinate with the Association the schedule for construction in order for the Association and Contractor to relocate or protect people, personal effects and property (furnishings or equipment) from damage resulting from construction procedures. Contractor is responsible for all material damage to property.
- 2.3 Protection. The Contractor shall protect the adjacent surfaces and landscape with extraordinary care (including sod and shrubbery), driveways, curbs, sidewalks, screens, awnings, pario covers, gutters and downspouts and all other portions of the Association's property and each applicable owner's property against damage from performance of the Work. Contractor shall be responsible for any damage caused by any of Contractor's employees, subcontractors, independent contractors, guests or invitees. During the term hereof, the Contractor shall store all debris in approved containers, removing it from the property and

securing it on site at the end of each day. Contractor shall dispose of all debris in a proper and safe manner at the end of each day's work.

- 2.4 <u>Surface and Site Conditions</u>. Contractor shall verify that all surfaces and applicable manufacturers specifications and applicable laws and rules promulgated by all applicable governmental agencies.
- 2.5 Compliance with Law. Contractor shall give all notices and comply with all local ordinances, requirements, building codes and Federal and State authorities which are applicable to the Work, without any extra charge, any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor will pay all social security and all other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by the Association, showing that all such payments required to be made have been paid. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with the Work.
- 3. COST TO THE ASSOCIATION. The cost to the Association for the Work shall be an amount equal to \$10,300.00 (the "Contract Sum"). The Contract Sum shall not be subject to any adjustments or offsets, except as hereinatter set forth. The Work and Contract Sum shall include all transportation, equipment, installation, storage, supplies, labor and materials, sales and use taxes, and all applicable licensing and permits of whatever nature, which shall be paid by the Contractor. The terms and payments shall be in accordance with Paragraph 4 below. Any changes that are made by altering, adding to, or deducting from the Work shall adjust the Contract Sum only by, by mutual written consent of the parties hereto.
- 4. TERMS OF PAYMENT. The Contract Sum shall be paid to Contractor upon the payment schedule as set forth in the Contractor Proposal. The amount paid to Contractor at the execution of this Contract, if any, shall be applied to the final payment due the Contractor upon the satisfactory completion of the Work. Upon full payment, the Contractor shall submit, simultaneously, the following: (i) a Contractor's Partial Waiver of Lien, Final Waiver of Lien, or a Final Affidavit on forms which the Association may provide that all laborers, materialmen and suppliers, have been paid for work completed, and, (ii) a Full Waiver of Lien from all materialmen setting forth that all payments for all services and materials associated with the completion of the Work has been paid in full.
- 5. COMMENCEMENT. The Contractor shall commence the Work on or before Nov. 2018, and shall complete and install all Work herein on or before expeditiously proceed with its vigorous prosecution until completion, and agrees to diligently pursue the satisfaction of all terms and conditions set forth in this Contract. Failure of Contractor to timely complete the Work, and/or to satisfy the terms and conditions of this Contract shall be deemed a material default.
- 6. <u>SUPERVISION</u>. Contractor shall supervise and direct the design, fabrication and installation of the Work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Contract. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

Contractor shall take all reasonable protection to prevent damage, injury or loss to all real or personal property of the Association. Further, it is the sole responsibility of Contractor to secure, safeguard and protect its materials and operation from damage or theft. Contractor shall promptly remedy all damage or loss to real or personal property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable.

INDEMNIFICATION/HOLD HARMLESS.

To the fullest extent permitted by law and to the extent caused in whole or in part by Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or over whom they exercise control, the Contractor shall indemnify, defend and hold harmless the Association, its officers, directors, members, agents and employees from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including but not limited to fees and charges of attorneys, consultants, expert witnesses, and other professionals and court and/or arbitration costs) which may arise from the following: (a) alleged or actual bodily injury, personal injury, sickness, disease, or death to any persons; (b) alleged or actual damage to any property; (c) breaches of this Contract by Contractor; (d) claims of liens or liens by any person or party furnishing labor, materials, services, or equipment that are part of the work (including, without limitation, the defense of any actions, lawsuits, or proceedings brought against Association as a result of liens filed against the work, payments due Contractor); (e) any and all agreements and contracts between Contractor and any third party concerning the work; or (1) bringing any hazardous materials or hazardous substances classified and/or regulated as such under any of the applicable local, state or federal environmental laws onto the Associations property or incorporating same into the work.

Such indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This Contract shall not be construed to indemnify any party against that party's own gross negligence or willful, wanton or intentional misconduct. To the extent Contractor's indemnification obligation hereunder requires Contractor to indemnify any party against any claim, liability, damage, loss, injury, expense, penalty, fine, judgment or cost caused, in whole or in part, by such party's act, omission or default, such indemnification obligation shall not, exceed the combined sum of the Contract Sum and three (3) times the limits of the Contractor's Commercial General Liability insurance required under this Contract, which combined sum Contractor and Association hereby acknowledge bears a reasonable commercial relationship to this Contract. Contractor and Association further acknowledge that this agreement of indemnification shall be deemed part of the Work, bid documents, the Contractor's Proposal and other specifications. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to his other obligations under this Contract. This provision shall

survive the termination or expiration of this Contract.

- Liability Insurance with limits of at least Five Hundred Thousand and 00/00 (\$500,000.00) Dollars for each occurrence, and liability and properly damage of at least One Million and 00/00 (\$1,000,000.00) Dollars. The Contractor agrees to name the Association as additional insured and cause to have all additional endorsements to Contractor's policy issued reflecting same. The Contractor agrees to supply the Association with evidence of insurance policies in full force and effect during the entire course of Work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no work under this Contract during such time as said insurance policies are not in full force and attached hereto. The Contractor's Certificate of Insurance is attached hereto as Exhibit "B" Florida Statute 440.02.
- 9. WARRANTIES. Contractor warrants to Association that all materiats and equipment incorporated in the Work will be new, and that all Work will be of good quality, free from faults and defects, flaws and deficiencies, including free from any cracks. Any and all components of the Work not conforming to these standards shall be considered defective. Further, Contractor expressly and unconditionally warrants and guarantees all labor and materials and materials provided to be fit for the purposes intended, including, but not limited to, any failure for a period of five (5) years (the "Warranty Period") (not to be prorated from date of final acceptance of the Work performed herein). Contractor hereby agrees that during the Warranty Period, any flaws or deficiencies in any component of the Work or materials incorporated into the Work shall be corrected, replaced, and/or restored (as the case may be) to first class working order at no cost or expense to the Association, normal wear and tear excluded. Contractor further warrants that it will comply with all manufacture's specifications and requirements, and shall assign all manufacturer's warranties to Association, if any, immediately upon completion of the Work.
- 10. LIENS. The Contractor will save and keep the Work and Association's property free from all mechanics liens and all other liens by reason of the Work or any materials furnished by Contractor in connection with the Work. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the Work or Association's property prior to the time when the amount required to be paid is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and Association may deduct said lien and costs out of any funds which are or which become due to the Contractor.
- 11. ASSIGNMENT AND SUB-CONTRACTOR. The Contractor shall not assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-Contractor without the prior written consent of the Association.
- 12. <u>ATTORNEYS FEES</u>. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating

entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, role, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

- 13. TERMINATION BY ASSOCIATION FOR CAUSE/DEFAULT. The parties hereby agree that neither party shall be in default of any of the obligations or performance under the terms of this Contract until the continuance of such default for ten (10) days after either party has given notice to the other party specifying the nature of the default, and if said default shall be of the nature that it cannot be reasonably cured or remedied within said ten (10) day pariod, same shall not be deemed an event of default if the defaulting party shall have commenced, in good faith, the curing or remedying of such default within such ten (10) day period and thereafter continuously and diligently proceeds therewith to completion. Upon the default of either party of the terms and obligations contained in this Contract, after the above applicable cure period, then either party retains all rights of law or equity to enforce the terms of this Contract.
- 14. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Contract shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the parties. This Contract supersedes any prior agreements entered into between the parties relating to the subject matter of this Contract. In the event of a conflict of an obligation contained herein with any terms or condition set forth in the Contractor Proposal, the terms of this Contract shall supersede and control over any terms set forth in the Contractor Proposal and in any related Exhibits attached thereto. The parties expressly agree to waive any requirement to comply with Chapter 558, Florida Statutes.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed the Contract herein on the date first above written.

Signed, sealed and delivered in the presence of:

AS TO ASSOCIATION:

LAUDERDALE WEST COMMUNITY

ASSOCIATION NO. 1, INC.

By: Printed Name: Joanne Mazur Hill

Title President

AS TO CONTRACTOR:

TRU COLORS CONTRACTING, INC.

Printed Name: Loy

Title: Prening

EXHIBIT A CONTRACTOR'S PROPOSAL



Estimate

1810-1513-1742 2018-10-15

Tru Colors Contracting, Inc. 1759 N Powerline Rd Pompano Beach Florida 33069 estimates@tru-colorscontracting.com 954-973-5600 Lauderdale West Clubhouse 1141 NW 85th Ave Plantation FL 33322 lwest-vpres@lauderdalewest.org 954-647-9847

Estimator: Paul Wilson | paulestimates@tru-colorscontracting.com | 954-325-9248

Job Location: 1141 NW 85th Ave, Plantation, FL, 33322

PENNTEK COATING

Description

Total

PENNTEK EVOLUTION FLOOR COATING - WALKWAYS

\$8,550.00

- Prep concrete surface by diamond grinding concrete to create proper profile for adhesion
 - Apply proprietary concrete mendor and filler to fix pits and cracks before applying base coat.
- · Apply self priming pure Polyurea base coat
- Apply desired color full flake broadcast to rejection
- Once the basecoat is fully cured scrape and vacuum any loose or vertical standing flakes
- Apply 2 coats of Polyaspartic clear top coat with heavy aggregate for non-slip/nonskid surface.
- Penntek Industrial coatings and Tru Colors offers a commercial 5 year manufactures and workmanship and material warranty. See sample warranty

PENNTEK EVOLUTION FLOOR COATING - STEPS

\$2,250.00

- Prep concrete surface by diamond grinding concrete to create proper profile for adhesion
- Apply proprietary concrete mendor and filler to fix pits and cracks before applying base coat.
- · Apply self priming pure Polyurea base coat
- Apply desired color full flake broadcast to rejection
- Once the basecoat is fully cured scrape and vacuum any loose or vertical standing flakes
- Apply 2 coats of Polyaspartic clear top coat with heavy aggregate for non-slip/nonskid surface.
- Penntek Industrial coatings and Tru Colors offers a commercial 5 year manufactures and workmanship and material warranty. See sample warranty

TERMS AND CONDITIONS

Description

PAYMENT TERMS-50%

*50% due at acceptance and 50% due at completion

DISCOUNT

Description

Total

Courtesy Discount

Total \$10,300.00

10.29-18

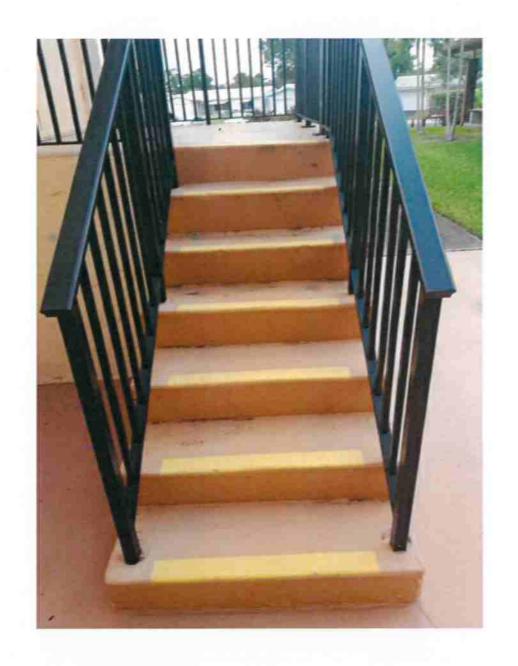
The above prices, specifications and conditions are satisfactory and are hereby accepted. Tru Colors Contracting, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Accept via Email: Reply to this email to confirm your acceptance of this pricing and project. No signature/date required.

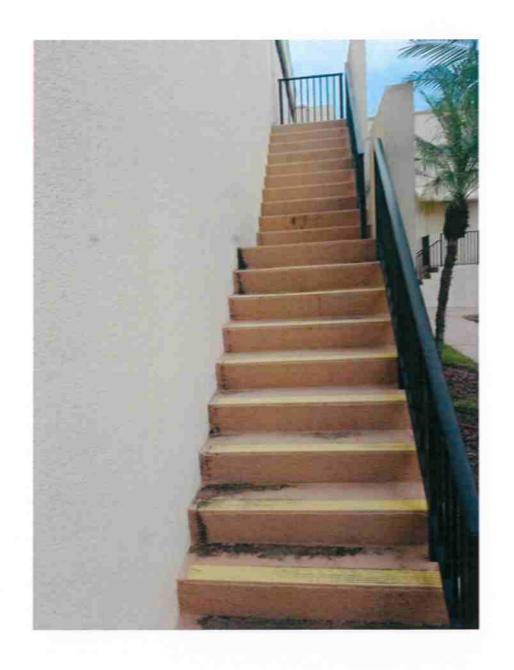
Signature

Date







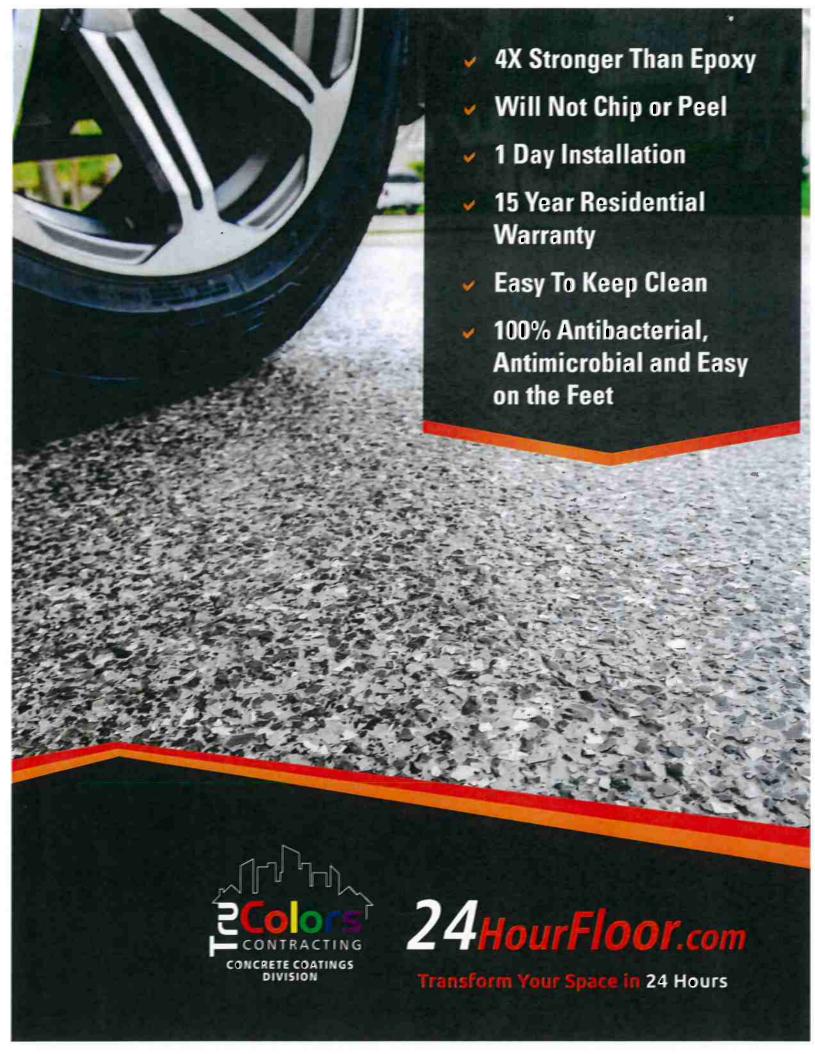




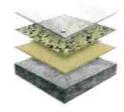












Expert Preparation & Application



STEP 1
PREPARATION
Preparation includes shot blasting and/or diamond grinding.

Dust is minimized by having all grinders hooked up to vacuum systems.



STEP 4
BROADCASTING
THE CHIP

Immediately after the basecoat application, the chip is generously broadcast by hand, providing both color and texture to the floor.



CONCRETE
RECONSTRUCTION
Penntek menders and fillers are used to fix pits and cracks before the process begins.



STEP 5

Once the basecoat is fully cured the floor is scraped and vacuumed to remove any loose or vertical standing flakes.



STEP 3
BASECOAT
Penntek's 100% solids,
self-priming pure
polyurea basecoat is
mixed and applied.



CLEAR COAT
The final step is to roll out the UV stable polyaspartic clear coat.



Pecan Driftwood



Domino



Aztec Beige



Slate Stone



Chestnut





24HourFloor.com

APPLICATIONS:

- Garage Floors
- Warehouses
- Laundry Rooms
- Patios
- Retail Areas
- Locker Rooms
- Storage Facilities
- Kennels
- Laboratories
- Restrooms
- Hospitals
- Showrooms





Silver Creek



Cordwood



Mediterranean



Sandstone



Pebble Beach



Smoke

UNLIMITED APPLICATIONS













954.973.5600 866.791.1130

Your Ultimate Flooring Solution!

EXHIBIT B CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MANOD/PYPY)

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 WATVED, 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 endorsements.

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	othrom Risk & Insurance Services O N Andrews Ave			AC. No. Earl: 954-368-2191 AX. No.:				
	ort Lauderdale FL 33301		Access certificales@cothrom.com					
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				INSURER A : Evansion Insurance Company				5378
	URED	TRUCOL	0-01	INSURER 8: Capitol Specialty Insurance Company				0328
	u Colors Contracting Inc 59 N Powerline Rd			MSURER C : Federal Insurance Company				0281
- 1	mpano Beach FL 33069			MSURER D - AMGUARD Insurance Company				2390
				INSURER E :				2000
				MSURER F:				
CO	VERAGES CER	TIFICA	TE NUMBER: 1530856837			REVISION NUMBER:		
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						MED EXP (Any one person)	\$5,000	
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	OTHER					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
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EF	RTIFICATE HOLDER			CANCELLATION				
	FOR BIDDING PURPOSES	******		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 REPRESEN	A			



CERTIFICATE OF LIABILITY INSURANCE

03/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION S CONSTRUCTION INDUSTRY LICENSING BOARD STATE OF FLORIDA

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

DELIN, LORI

RU COLORS CONTRACTING INC 1759 N POWERLINE ROAD
POMPANO BEACH FL 33069

LICENSE NUMBER: CBC1259740

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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