

OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT entered into at LEE County, Florida, this 11th day of March 2019, by and between the **Creciente Condominium Association, Inc., 7150 Estero Blvd., Fort Myers Beach, FL 33931**, hereinafter known as OWNER and **Mike Douglass Trenchless Technologies, 517 Paul Morris Dr. Englewood, FL 34223**, hereinafter known as CONTRACTOR. **W.J. Johnson & Associates, 10961 Bonita Beach Road, Bonita Springs, FL, 34135**, hereinafter known as the ENGINEER, and who is to act as OWNER'S representative, assumes all duties and responsibilities and has the rights and authority assigned to the ENGINEER in the Contract Documents and in this OWNER/CONTRACTOR AGREEMENT, in connection with completion of the work in accordance with the Contract Documents.

WITNESSETH: WHEREAS, OWNER desires **Clean and Line all vertical sanitary stacks, revents, and vents, and clean all underground sanitary to the outside manhole** in accordance with the **Bid Documents dated January 21, 2019** and reviewed by **W. J. JOHNSON & ASSOCIATES, 10961 Bonita Beach Road, Bonita Springs, Florida, 34135**; and

WHEREAS CONTRACTOR has submitted a proposal to OWNER for the furnishing of certain labor and materials in and about the construction of the job in accordance with the Bid Documents aforesaid.

IT IS HEREBY AGREED AS FOLLOWS

CONTRACTOR shall furnish all labor, materials, tools and equipment to perform the work (including without limitation, all permits, licenses, fees, light, transportation and other facilities and items necessary for the execution and completion of the work) as required by and in accordance with the following documents, exhibits and conditions of this contract:

- Exhibit 1: Partial Release & Waiver of Lien
- Exhibit 2: General Release & Final Waiver of Lien
- Exhibit 3: Application and Certificate for Payment
- Exhibit 4: Creciente Condominium Association, Inc.
Authorizing Execution of Contract
- Exhibit 5: Contractors' Report of Sub-contractors/Suppliers Engaged
- Exhibit 6: (Contractor's) Bid Form Dated February 8, 2019
- Exhibit 7: Manufacturer's Letter of Inspection & Approval to Issue 50 Year Material & Labor Warranty
- Exhibit 8: Manufacturer's Sample 50-Year Material and Labor Warranty Certificate
- Exhibit 9: Performance and Payment Bond: NOT APPLICABLE

***If any Exhibits are not received at the time of CONTRACT execution, this CONTRACT shall not commence until said EXHIBITS have been received and approved and a NOTICE TO PROCEED has been issued by the OWNER & ENGINEER.**

Subject to the terms of the General Conditions and the Special Conditions attached hereto, the OWNER agrees to pay the CONTRACTOR for the performance of his work the sum of:

- Lump sum of \$ 926,050 for the scope of work.
- A cost of \$ 150 per foot to CIPP line any required 4" sanitary pipe.
- Protection of all floors and walls and daily cleanup as required is included in this scope of work.

This Agreement consists of 8 Exhibits. ALL PROVISIONS OF CHAPTER 713, FLORIDA STATUTES, WILL BE COMPLIED WITH IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR

OWNER

 VP
Name Title

Cheryl Thompson, CCA President
Name Title

3/20/2019
Date

3/28/19
Date

CORPORATE SEAL

CORPORATE SEAL

GENERAL CONDITIONS OF CONTRACT

1. CONTRACTOR agrees to carry sufficient worker's compensation, public liability and such other insurance as identified in Special Conditions of Contract, to protect both CONTRACTORS' and other workers, the ENGINEER, the OWNER, other Contractors, material and men and the public at all times, and save the OWNER and ENGINEER harmless, and fully indemnify the OWNER and ENGINEER from any liability or suit arising from the act, or omission or negligence of the CONTRACTOR, including all costs attached to same. CONTRACTOR shall also bear the risk of loss and carry sufficient insurance to fully protect himself, the OWNER and the ENGINEER against:
 - a. Loss or damage to all materials, equipment and tools furnished by CONTRACTOR caused by fire, theft, mysterious disappearance, vandalism, hail, tornado or other Acts of God; until the job is completed and accepted by the OWNER.
 - b. Loss or damage to all tools, equipment, storage sheds and trailers owned, rented or borrowed by CONTRACTOR caused by fire, theft, mysterious disappearance, vandalism, hail, tornado, or other Acts of God; until the job is completed and accepted by the OWNER.
 - c. Loss or damage to all materials stored or installed by CONTRACTOR either at the job site or elsewhere until the job is completed, accepted and final payment is made by the OWNER.

Insurance certificates shall be delivered to the OWNER and/or ENGINEER before the CONTRACTOR shall commence work. The said insurance certificates shall contain a provision that the OWNER will be given ten-(10) days' notice prior to cancellation of the policies. Evidence of payment of Worker's Compensation insurance must be furnished to the OWNER prior to final payment. All insurance policies, if so requested, shall be available for inspection by the OWNER and the ENGINEER before commencement of CONTRACTOR'S work.

2. CONTRACTOR agrees to pay all Federal, State, City, and County taxes, Social Security, Unemployment Compensation Tax and Sales Tax as required.
3. CONTRACTOR is to obtain and pay for all required permits, and comply with all applicable Federal, State, County and Municipal laws, ordinances, rules and regulations.
4. CONTRACTOR agrees to commence work on the Date of Commencement (See Special Conditions of Contract) and further agrees to complete the work without delay. The CONTRACTOR further agrees to perform all work under this Contract with all possible dispatch; to execute all work in such a manner as not to delay any other CONTRACTOR or the OWNER in the general progress of the whole work of which this Contract forms a part. CONTRACTOR shall man the job at all times to the complete satisfaction of the OWNER in accordance with Project schedule. OWNER may, from time to time, request CONTRACTOR to provide additional men at the job site and CONTRACTOR agrees to comply with such request within forty-eight (48) hours if schedule is not being adhered to. In the event that OWNER deems an employee of CONTRACTOR objectionable, CONTRACTOR shall dismiss such employee from the work. To the end that work may not be interrupted by labor disputes, CONTRACTOR and each of its subcontractors shall employ only such labor satisfactory to OWNER, and will work in harmony with other trades upon the project.
5. CONTRACTOR shall keep the job adequately supplied with materials at all times to the complete satisfaction of OWNER. OWNER may, from time to time, request CONTRACTOR to increase the supply of materials at the job. CONTRACTOR agrees to comply with such request within forty-eight (48) hours, or as soon as possible.

6. No extra work or changes under this contract will be recognized or paid for unless agreed to in writing before the work is done or the changes made, in which writing shall be specified in detail, the extra work or changes to be made, together with the price to be paid or the amount to be deducted as the case may be. It is specifically agreed that no changes will be permitted from the plans and specifications upon which this Contract is based without the written consent of the OWNER, and it is further expressly agreed that no changes would be taken up with the OWNER except through the ENGINEER. The OWNER will pay no overtime unless so specifically agreed in writing.
7. CONTRACTOR shall submit, as applicable to this contract, **job progress schedule, insurance certificates, samples, tests, shop drawings, etc. within five (5) days after the execution of the agreement. Manufacturer's specifications, letter of intent to issue warranty, sample warranty, certified applicator certificate and schedule of values must be submitted with the original bid.**
8. **Mid-day of each workday the contractor will provide the next days anticipated work schedule to the building manager for coordination and ease of access.**
9. The CONTRACTOR is to furnish all necessary tools, equipment, scaffolding, hoists, cranes, chutes, dumpsters, etc. connected with this work.
10. When CONTRACTOR is paid for materials and/or equipment prior to installation, such materials and/or equipment shall thereupon become the property of OWNER, irrespective of whether the materials and/or equipment have been delivered to the job site; provided however, that CONTRACTOR shall nevertheless continue to bear the risk of loss against fire, theft, mysterious disappearance, vandalism, hail, tornado, and other Acts of God. Such materials and/or equipment shall be held by CONTRACTOR for the benefit of the OWNER and shall not be moved except to the job site without express written authorization from OWNER.
11. This Contract is processed through the office of the ENGINEER. All progress payment requests by CONTRACTOR shall be delivered to ENGINEER on an agreed date schedule. All requests must be accompanied by the appropriate lien releases, executed on the required forms. The ENGINEER shall forward the request to the OWNER within four days of receipt of a complete and accurate request. The OWNER shall forward payment to the CONTRACTOR within ten (10) days of the ENGINEERS certification date. All payments made to CONTRACTOR by OWNER under this Agreement shall constitute a trust fund in the hands of CONTRACTOR for the benefit of all persons, firms or corporations having performed work or labor, supplied services, or supplied materials for CONTRACTOR in connection with its obligation under this Agreement, and no such payment or any part thereof shall be diverted to or used by CONTRACTOR for any other purpose until all such claims have been fully paid. In the event that CONTRACTOR shall fail to pay promptly any amounts due any of its subcontractors, material men, employees or others, or in the event of the existence of any claim against CONTRACTOR which has given or could give rise to a lien against the said premises or any part thereof or against money or monies or any part thereof due the OWNER, OWNER may pay the same and if the amount payable to CONTRACTOR shall be insufficient to satisfy the said claim or lien, CONTRACTOR shall there after forthwith pay to OWNER the amount so paid by OWNER, to satisfy the said claim or lien.
12. Should the CONTRACTOR or Sub-Contractor at any time refuse or neglect to supply sufficient workers, or materials of proper quality or sufficient quantity, or become insolvent (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against him any bankruptcy or receivership action, Federal or State, have any attachment or levy against or upon the person or property of the CONTRACTOR or upon funds due or to become due the CONTRACTOR from the OWNER, or refuses to follow plans and specifications, or fail in any respect to prosecute the

covenants on its part to be performed, the OWNER shall have the right, after two (2) days written notice to the CONTRACTOR, or to anyone representing the CONTRACTOR in the performance of the work to terminate this Contract in whole or in part. The ENGINEER shall be the judge of the acceptable work and settlement shall be made to this point on the basis of the ENGINEER'S decision. In that event, the OWNER may use such materials of CONTRACTOR as remain on the job or the OWNER may direct the CONTRACTOR to remove said materials promptly, in which event, the OWNER shall provide necessary materials, labor, etc., to complete the Contract in whole or part and charge the cost thereof to the CONTRACTOR crediting or debiting his account as the case may be when the work under this Contract is fully completed and accepted.

The CONTRACTOR expressly agrees to accept and to abide by the above clause in this connection and further agrees that such termination of Contract shall not be made the basis of any legal action to secure additional compensation or damages, but nothing herein shall affect the right of the OWNER to recover damages from the CONTRACTOR for delay or non-performance of this Contract. The CONTRACTOR agrees to hold the OWNER and ENGINEER harmless from any and all liens and all claims of persons furnishing materials or labor or appliances in connection with the Contract. The OWNER will require of the CONTRACTOR satisfactory evidences to the status of his account monthly. CONTRACTOR further agrees to pay the OWNER the amount of expenses and attorney's fees incurred by OWNER because of any default of subcontractor in the performances of work or in the payment for labor and/or material bills. CONTRACTOR shall supply a complete list of all suppliers, who are furnishing materials and persons performing or furnishing labor to CONTRACTOR and supply evidence of payment of such supplier, and persons performing or furnishing labor to CONTRACTOR, as the work progresses. In the event the CONTRACTOR fails or refuses to supply a complete list of all suppliers and persons performing or furnishing labor and/or suppliers and persons performing or furnishing labor to CONTRACTOR, OWNER shall have the option to withhold all monies otherwise due the CONTRACTOR until the information and documentation requested by the OWNER is furnished by the CONTRACTOR.

13. The CONTRACTOR must remove, upon completion of his work or at such times as directed by the OWNER, all surplus materials and leave the building broom-clean insofar as the work herein contracted for is concerned. It is also agreed and understood that the CONTRACTOR is to do all cutting and patching that is necessary in connection with his work. Where holes are required within the living space of private units all hole locations must be approved by the engineer and owner prior to cutting. Upon completing repairs where approved holes are located, the contractor is to patch the hole with drywall, mud and tape to yield a decorator ready finished condition.
14. It is further agreed that all requirements with regard to labor priority, maximum hours of labor, scales of wages of all unskilled and skilled workers and the method of payment of any other provision will be fulfilled whenever covered by the Contract documents.
15. CONTRACTOR must comply with all Equal Employment Opportunity rules, regulations, purposes and policies. CONTRACTOR agrees to implement necessary policies and further agrees to warrant, indemnify, defend, and hold harmless OWNER from any and all claims and demands, damages, losses, costs, expenses, and penalties arising out of or in any manner connected with CONTRACTOR'S employment practices.
16. CONTRACTOR shall designate one of his employees as manager in charge, and any directions or notice given by OWNER to such manager shall be considered notice to CONTRACTOR. Two week notice must be made in advance if the manager is to be replaced. His replacement must be approved by the owner and engineer.

17. CONTRACTOR must comply with the Occupational Safety and Health Act and the Safety and Health Regulations for construction. Any penalties assessed resulting from an alleged violation for CONTRACTOR'S failure to so comply with the said Act and Regulations shall be CONTRACTOR'S sole responsibility. Any assessment of penalties against OWNER and/or ENGINEER resulting from CONTRACTOR'S failure to so comply will be charged to CONTRACTOR'S account and the assessed amount withheld from payment. In the event of a penalty assessed OWNER and/or ENGINEER due to failure to so comply by more than one (1) CONTRACTOR, amounts of assessment for said penalty will be proportionate in accordance with the best judgment of the OWNER and/or ENGINEER.
18. When the CONTRACTOR only furnishes labor, CONTRACTOR agrees to use OWNER'S materials without waste, and agrees to pay for any material ruined or damaged because of negligence or carelessness. Unless otherwise stated, when OWNER furnishes material, it shall be delivered to the curb line of the building that shall constitute delivery. Quantities of material used daily shall be reported to the OWNER'S and the ENGINEER and empty containers bundled and retained for verification by the ENGINEER.
19. It is agreed that should the CONTRACTOR use OWNER'S equipment, an agreed price in writing must be made with the OWNER'S Representative or settled strictly by OWNER'S charge. It is intended that the OWNER shall provide reasonable electric service and water for clean-up purposes. CONTRACTOR shall make and pay for modifications of water and electricity systems to accommodate contract needs and shall restore both systems to original conditions.
20. This contract shall not be assigned or work hereunder sub-let without the written permission of the OWNER. OWNER shall not recognize any assignment by CONTRACTOR of any funds, due or to become due CONTRACTOR under this Agreement without the assent thereto by OWNER. Any such assignment without permission of OWNER shall give OWNER the option to immediately terminate this agreement with CONTRACTOR.
21. If the OWNER and/or ENGINEER has awarded or hereafter awards contracts to others, CONTRACTOR agrees to cooperate fully with OWNER, the ENGINEER, their agents, employees, Contractors and all others engaged on the project and to carefully fit and coordinate CONTRACTOR'S work to that provided under other contracts. CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by others. CONTRACTOR, by acceptance of the Agreement, acknowledges that it has made allowances for all foreseeable delays caused by ENGINEER, OWNER, other independent Contractors and subcontractors on the job site.
22. CONTRACTOR warrants and guarantees that all of his work, together with all materials furnished by the CONTRACTOR shall be free from defects for a period as specified by the manufacturer with labor to be per the Bid Docs. OWNER'S final acceptance of project. Defects appearing during the period of guarantee shall be made good by the CONTRACTOR at his expense. Any and all certificates of compliance required by the Contract documents will be furnished, the warranties and guarantees called for in the Contract with respect to any of the obligations of CONTRACTOR under the Agreement, and agrees to pay to OWNER and does hereby indemnify OWNER and ENGINEER against any liability, loss or expense (including attorneys' fees) incurred or suffered in consequence of such guarantees and warranties.
23. Defects appearing during the period of guarantee shall be made good by the CONTRACTOR at his expense in accordance with the terms as mentioned above. This warranty shall be in addition to any other warranties that may be contained in the plans and specifications that are part of the Agreement. Any and all certificates of compliance required by the Contract documents will be furnished, the warranties and

guarantees called for in the Contract with respect to any of the obligations of CONTRACTOR under the Agreement, and agrees to pay to OWNER and does hereby indemnify OWNER and ENGINEER against any liability, loss or expense (including attorneys' fees) incurred or suffered in consequence of such guarantees and warranties.

24. It is understood and agreed that notice of any damage which CONTRACTOR alleges the OWNER or other contractor have caused him or are causing him must be filed in writing with the OWNER within ten (10) days after the extent of the damage has been ascertained. Otherwise, it will be considered void by both parties.
25. If this Contract is cancelled or terminated, CONTRACTOR, upon receipt of notice of cancellation or termination, shall stop work immediately on the unfinished portion of the contract, shall cancel or terminate all unperformed or partially performed contracts and purchase orders, shall take such action as is reasonably necessary or as is directed by the OWNER or the ENGINEER to protect and preserve property or work in progress in its possession in which the OWNER has or may acquire an interest, shall notify the OWNER in writing of any legal proceedings against the CONTRACTOR arising out of any subcontract, shall proceed as promptly as possible to make a settlement with its subcontractors, material suppliers, etc., and to the settlement of its own termination claim.
26. In case of any dispute between OWNER and CONTRACTOR arising out of this Agreement with regard to any of the articles of this Agreement, the decision of the ENGINEER shall be final. In the event of an arbitration or litigation, the cost of attorney fees and court costs shall be borne by the party against whom the final judgment is made by the arbitrator or by the court.

SPECIAL CONDITIONS OF CONTRACT

1. Provide insurance certificates to OWNER for Commercial General Liability, Automobile Liability, Umbrella Liability, Worker's Compensation and Builder's Risk Insurance - Theft of Materials prior to commencement of construction. The insurance requirements identified below apply to any approved Subcontractor as well.

CONTRACTOR'S Liability Insurance: The limits of liability for the insurance required by Article 1 of the General Conditions to Contract shall provide coverage for not less than the following amounts or greater where required by law:

COMMERCIAL GENERAL LIABILITY: to include Premises & Operations, Products & Completed Operations, Contractual, Personal & Advertising Injury, Medical Payments, Fire Damage Legal Liability, Broad Form Property Damage, Underground Explosion & Collapse Hazard, Owners and Contractors Protective.

	<u>CONTRACTOR</u>	<u>SUB-CONTRACTOR</u>
General Aggregate Limit:	\$1,000,000	\$1,000,000
Products and Completed Operations Aggregate Limit:	\$1,000,000	\$1,000,000
Personal Injury Limit:	\$1,000,000	\$500,000
Each Occurrence Limit:	\$1,000,000	\$500,000
	(Bodily Injury and Property Damage)	
Fire Damage Limit:	\$50,000	\$50,000
Medical Expense Limit:	\$5,000	\$5,000

AUTOMOBILE LIABILITY: to include any Auto.

Bodily injury: \$25,000/\$500,000/\$100,000
(Per Person per Accident/Property Damage)

UMBRELLA LIABILITY: \$2,000,000 \$1,000,000

WORKER'S COMPENSATION:

State of Florida: STATUTORY (\$100,000/\$500,000/\$100,000)

BUILDER'S RISK & THEFT OF MATERIALS: equal to the value of all materials stored on-site.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT ALL INSURANCE IS UNDERWRITTEN BY A COMPANY WITH AN A.M. BEST'S GUIDE RATING LEVEL OF "A" OR BETTER AND A FINANCIAL SIZE CATEGORY OF CLASS VII OR HIGHER.

ALL INSURANCE CERTIFICATES MUST SHOW THE:

Issue Date
Agency Name and Address
Full Name of Insurance Companies Affording Coverage
Vendor name and Address (as appears on their contract agreement)

ALL POLICIES MUST HAVE THE FOLLOWING INCLUDED IN THE POLICY:

GENERAL LIABILITY: "Primary and Non-contributory to any other insurance of the Certificate Holders." OR "The Other Insurance Clause has not been altered." Either of these items can be shown on letterhead stationary from your insurance company.

All coverage is to be "For all work performed on behalf of the Certificate Holders."

ALL INSURANCE SHALL NAME THE CERTIFICATE HOLDER AS FOLLOWS:

Creciente Condominium Association, Inc.
c/o: *W.J. JOHNSON & ASSOCIATES*
10961 Bonita Beach Road
Bonita Springs, Florida 34135

2. CONTRACTOR must hold the required city, county and/or state license and must provide copies of CONTRACTOR'S and all subcontractor's licenses prior to commencement of work. The CONTRACTOR shall not employ any subcontractor without the written consent of the OWNER and ENGINEER.
3. Location of parking for CONTRACTOR'S employees, access to site, access to building, trailers, storage of material, dumpster, etc. shall be identified by OWNER in the pre-construction meeting. The CONTRACTOR shall confine his apparatus, materials storage and operations of his workmen to limits indicated by the OWNER and ENGINEER.

All materials used on the job shall be stored in a single place designated by the OWNER and ENGINEER. Such storage shall be kept clean and CONTRACTOR shall be liable for damage to surrounding area.

4. Working hours shall be restricted to 8:00 a.m. through 4:30 p.m. Monday through Friday. Saturday work will be allowed to make up for lost time that has been reported and approved by the OWNER and ENGINEER or with the permission of the OWNER. No work will be performed on Sunday.

Noisy activities such as chipping, hammering and grinding shall be permitted only between the hours of 9:00 AM through 4:00 PM.

5. Date of Commencement (work on site) of this contract shall be **April 29, 2019**.
6. Date of Substantial Completion of this contract, exclusive of inclement weather and additions to the Scope of Work, shall be **September 27, 2019**. CONTRACTOR must submit, for approval, all requests for lost time/ production following the close of activity on Friday of each week using the prescribed form. If this request is not made in a timely fashion as required thereon the CONTRACTOR will forfeit his right to additional days for the lost time/production.
7. CONTRACTOR shall provide the following for use by his personnel and his subcontractor's personnel: dumpster and or debris removal from project site; storage containment facility, and all permits required by governmental agencies. Contractor to obtain permit, owner will be in fee.
8. All manufacturers' specifications for proposed products must be submitted with the bid.

9. Release of Liens, (must be completed on the prescribed form) for all labor, materials and subcontract work included in any APPLICATION AND CERTIFICATE FOR PAYMENT shall be furnished with the request to be paid. All requests for payment shall be provided to the ENGINEER who after certifying the amount will forward, within four days of receipt, the approved request to the OWNER for payment within 10 days.

10. The payment schedule is based upon work completed and the Schedule of Values.

Progress Payments: Based upon Request For Payment submitted by the CONTRACTOR to the ENGINEER and approved Request For Payment issued by the ENGINEER, the OWNER shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the Contract Documents for the period ending the 25th day of the month as follows:

Except as provided below, not later than 10 days following the date of ENGINEER'S certification, of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and 90% of the portion of the Contract Sum properly allocable to materials and equipment suitable stored at the site or at some other location agreed upon in writing, for the period covered by the Request For Payment, less the aggregate payments made by the OWNER. Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 90% of the Contract Sum, less such amounts as the ENGINEER shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Final Payment: Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the Work has been completed, the Contract fully performed, and a final Request for Payment has been approved by the ENGINEER. Full performance will include, but not be limited to, receipt of all warranty/guarantee materials, completed punch list, General Release and Final Waiver of Lien from the CONTRACTOR as well as subcontractors and material suppliers.

11. Protection of work and property and restoration of any damage to existing facility, new work and/or property by the CONTRACTOR and/or his subcontractors shall be the sole responsibility of the CONTRACTOR. Normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the Work is in progress.
12. OWNER is responsible for notifying all affected parties of the Scope of Work to be performed in an attempt to avoid any injury or damages to private property. Should any damage occur to private property of the individual owners and/or visitors, a claim for repair/replacement of the damaged property must be presented in writing to the ENGINEER within 7 days of discovery of said damage. ENGINEER will review the claim of damage and forward a statement of responsibility to all affected parties within 7 days of receipt. Should it be deemed the CONTRACTOR'S responsibility, the CONTRACTOR will be given 10 days to commence repairs/replacement. Should the CONTRACTOR fail to commence repairs/replacement within the 10-day period, the affected party may then purchase products or engage the services of an outside contractor with the expectation of reimbursement from the CONTRACTOR. Reimbursement will take the form of a negative Change Order to the Contract, thereby allowing the OWNER to reimburse the individual owner. The CONTRACTOR will not be responsible for reimbursement of any repair/replacement cost if 1) he has not been given the written notification stated above, or 2) damage is deemed by the ENGINEER to be the owner's responsibility.
13. OWNER will be responsible for the enforcement of restricted areas so designated by the CONTRACTOR. OWNER is responsible to provide CONTRACTOR with access through living units should access prove necessary, provided the CONTRACTOR supplies OWNER with sufficient notification. During such times

the OWNER must provide representation to accompany the CONTRACTOR. OWNER is responsible for the care and protection of objects in limited common areas of the project.

14. This CONTRACT AGREEMENT is the sole agreement between the OWNER and the CONTRACTOR. It shall supersede any previous agreements or contracts and they, if any, shall become null and void. ENGINEER shall be sole arbitrator in the event of a dispute between OWNER and CONTRACTOR.
15. This Contract can only be changed by a written Change Order to The Scope of Work of this Contract signed by the OWNER, ENGINEER and the CONTRACTOR. The CONTRACTOR, prior to review with the ENGINEER and OWNER, shall not undertake changes to the Scope of Work that will result in an increase or decrease of the Contract Amount. If necessary, work may proceed following this review and verbal approval from the ENGINEER and OWNER. However, a written Change Order must be created and distributed by the ENGINEER and approved in writing by the CONTRACTOR, ENGINEER and OWNER. Only upon written approval by the CONTRACTOR, ENGINEER and OWNER may a Change Order be applied to the Contract Amount. All changes in the product specified, contract construction dates or other items delineated in the Contract shall be modified by written Change Order, and only after review with and approval by the CONTRACTOR, ENGINEER and OWNER.
16. Quantities stated are for evaluation and informational purposes and do not necessarily represent the quantities necessary to complete the job scope. All quantities shall be considered to be a minimum of material and labor necessary to achieve the performance required by the specifications and the product manufacturer's requirements.
17. Should ENGINEER be required to perform additional inspections due to failure of Work to comply with the claims made by the CONTRACTOR, or characteristics of the Work as required by the Contract, or should the CONTRACTOR lack dutiful concern in the performance of his work that requires the ENGINEER'S intervention on behalf of the OWNER:
 1. OWNER will compensate ENGINEER for such additional services, and,
 2. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.
18. CONTRACTOR shall Hold Harmless OWNER, and ENGINEER from any and all claims, suits, and damages.

Exhibit # 3: Sample of Application and Certificate of Payment and Lien Releases

PARTIAL RELEASE AND WAIVER OF LIEN

STATE OF FLORIDA)
)ss.

LEE COUNTY)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

To furnish _____

For the premises known as _____

Of which _____

Is the Owner.

This Partial Release and Waiver of Lien by the undersigned given pursuant to 713.20(3), Florida Statutes, for the sole purpose of releasing its lien rights for prior payments received in the amount of \$ _____ and for the current payment requested in the amount of \$ _____ for a total received of \$ _____ with a remaining balance due of \$ _____ and does not waive or release any lien rights in excess of the stated amount. This Partial Release and Waiver of Lien are conditioned upon payment of the appropriate check or draft.

The consideration received in exchange for this Partial Release and Waiver of Lien is designated by Payer to be applied to Application and Certificate for Payment # _____ dated ____/____/____.

NOTE: All waivers must be for the amount paid to date. If waiver is for a corporation, its corporate name should be used, it's corporate seal affixed and the title of the officer signing should be set forth; if waiver is for a partnership, the partnership name should be used, and a partner must sign and designate himself as such.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____ / /

(TYPE NAME) _____ TITLE _____ DATE _____

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ of _____, a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and whom did/did not take an oath.

(SEAL)

Notary Public (Signature)

(Printed or typed name)

FINAL RELEASE AND WAIVER OF LIEN

STATE OF FLORIDA)
) ss.
 COUNTY OF COLLIER)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed

by _____

to furnish _____

or the premises known as _____

of which _____ is the Owner.

The undersigned for and in consideration of prior payments received in the amount of \$ _____ and for the current payment requested in the amount of \$ _____ for a total received of \$ _____ representing payment in full, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby waiver and release (i) any and all lien or claim or right of lien under the statutes of the State of Florida relating to Mechanics Liens, on the above described premises and improvements thereon, and (ii) any other claim or cause of action of any other nature, whether known or unknown, arising directly or indirectly as a result of labor, services, materials and/or equipment, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises. This release includes any claim for monies due or to become due from the Owner. Further the undersigned states that it has not assigned any claim for payment against the Owner, its sureties or other guarantors, and that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery fixtures or furnishings placed upon or installed on the above described premises. Further, the undersigned agrees to indemnify and hold harmless the Owner, their sureties, and their bond guarantors from any and all charges, costs, expenses, demands, suits and legal fees, directly or indirectly relating to any lien or claim by any other party for work, labor, services, materials and/or equipment which relates to that which the undersigned performed or should have performed, and from and against any lien or claim relating to any work, labor, services, materials and/or equipment allegedly performed by or for the undersigned. Finally, the undersigned states that it has the right, power and authority to execute this instrument, which shall be an independent covenant.

NOTE: All waivers must be for the amount paid to date. If waiver is for a corporation, its corporate name should be used, its corporate seal affixed and the title of the officer signing should be set forth; if waiver is for a partnership, the partnership name should be used, and a partner must sign and designate himself as such.

COMPANY NAME:

ADDRESS: _____

SIGNATURE:

(TYPE NAME) _____

TITLE

 / /
 DATE

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____ of _____, a Florida
Corporation, on behalf of the corporation. He/she is personally known to me or has produced as
identification and whom did/did not take an oath.

(SEAL)

NOTARY PUBLIC (Signature)

(Typed or printed name)

APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO:

PROJECT:

PERIOD TO:

VIA ENGINEER:

CONTRACT DATE:

FROM CONTRACTOR:

JOB NO.:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ -
2. Net Change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ -
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ -
5. RETAINAGE	\$ -
a. 10% of Completed Work (Columns D + E on G703)	\$ -
b. 10% of Stored Material (Column F on G703)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ -
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by owner	\$ -	\$ -
Total Changes approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that, to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ License No. _____

BY: _____ Date: _____

State of Florida
County of CollierSubscribed and sworn to before me
this _____ day of _____, 2011

Notary Public _____

My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based upon on-site observations and the data comprising this application, the Engineer certifies to the Owner that, to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED: \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
JOE NO.:

JOE NO.:

CHANGE ORDER

PROJECT:

CHANGE ORDER NUMBER:

DATE:

TO CONTRACTOR:

CONTRACT DATE:

CONTRACT FOR:

The Contract is changed as follows:

1)

TOTAL

Not valid until signed by Owner, Engineer and Contractor.

The original Contract Sum was

\$ -

Net change by previously authorized Change Orders

\$ -

The Contract Sum prior to this Change Order was

\$ -

The Contract Sum will be increased (decreased) by this Change Order in the amount of

The Contract Sum including this Change Order will be

#VALUE!

The Contract Time will be increased (decreased) by _____ days.

ENGINEER

CONTRACTOR

OWNER

ADDRESS

ADDRESS

ADDRESS

BY:

BY:

BY:

DATE:

DATE:

DATE:

Exhibits to be supplied by either Owner or Contractor, as specified:

- Exhibit 3: Schedule of Values (Contractor provides)
- Exhibit 4: Creciente Condominium Association, Inc., Execution of Contract
- Exhibit 5: Report of Sub-contractors/Suppliers Engaged (Contractor provides)
- Exhibit 6: Contractor's Revised Bid Form dated February 8, 2019 including Schedule of Values and Tabulated Summary of Bid
- Exhibit 7: Manufacturer's Letter of Inspection & Approval to Issue 50-Year Material & Labor Warranty (Contractor provides)
- Exhibit 8: Manufacturer's Sample 50-Year Material and Labor Warranty Certificate (Contractor provides)
- Exhibit 9: Performance and Payment Bond: NOT APPLICABLE

INVITATION TO BID
Inspection, Cleaning, and Lining of Sanitary Pipe Risers
Creciente Condominium Association, Inc.
WJJ: #86017.16
Page 10 of 31

Note: Base your Bid price on:

Cost per foot cleaning and lining: 4" \$ 150.00

Unit price per foot of lining 4" \$ 95.00

Cost per foot cleaning and lining: 3" \$ 150.00

Unit price per foot of lining \$ 95.00

Total cleaning cost all underground piping \$ 7200.00

Cost per foot cleaning & coating 2": \$ 95.00

Unit price per foot coating 2": \$ 65.00

Total cleaning cost all underground piping \$ 7200.00

Total cost cleaning and lining reverts \$ 353,890.00

Included in per foot and lump sum
pricing. E.Z.

Unit Price for opening and closing the dry wall: \$ 495.00

Unit price to line or spin cast, brush coat, or line, sanitary to shower or tub and toilet, per bath.

~~\$ 455.00~~ N/A E.Z. Name the intended process: Spincast/Replacement

WJJ: # 86017.16
Page 11 of 31

{Complete Project - all sanitary risers, vents, and underground)

Line #	Description	Amount
A.	Clean and line all sanitary risers. Total Cost	\$564,960.00
B.	Clean all underground to manhole. Total Cost	\$7200.00
C.	Clean and line all revents. Total Cost	\$353,890.00
D.	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Clean and line, spin cast, or brush all tub, shower, and toilet horizontals. Total Cost XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX \$283,800.00 N/A E.Z.
	TOTAL COST ENTIRE PROJECT:	\$926,050.00 E.Z. \$1,209,850.00

INVITATION TO BID
Inspection, Cleaning, and Lining of Sanitary Pipe Risers
Creciente Condominium Association, Inc.
WJJ: # 86017.16
Page 12 of 31

PROPOSED PRICE: Proposed Price for the work complete and acceptable.

Nine hundred, twenty six thousand, fifty dollars

~~XX~~
~~One million, two hundred fifty one thousand, four hundred thirty dollars~~

(Spell Out)

~~\$ 1,200,000.00~~ \$926,050.00 E.Z.

(Figures)

Alternate: Bond Cost — ~~\$800,500.00~~ N/A E.Z.

INVITATION TO BID
Inspection, Cleaning, and Lining of Sanitary Pipe Risers
Creciente Condominium Association, Inc.
WJJ: # 86017.16
Page 13 of 31

Mike Douglass Plumbing, Inc. is a Partnership / Sole Proprietorship / Joint Venture /
Corporation / (select appropriate legal form) organized under the laws of the State of FL
whose Principal Office is located at 517 Paul Morris Dr. Englewood FL 34223 and whose
telephone number is (941-473-2344) and whose officers/managing partners are
listed below:

President: -Doug Curtis-


Vice President: -David Ray-

Secretary: Doug Curtis

Treasurer: -Doug Curtis-

Respectfully Submitted:

(CORPORATE SEAL)


Authorized Signature

David Ray - VP

Type/Print Name

Title

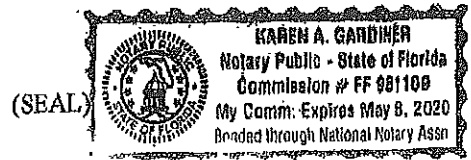
STATE OF FLORIDA

COUNTY OF COLLIER

INVITATION TO BID
Inspection, Cleaning, and Lining of Sanitary Pipe Risers
Creclente Condominium Association, Inc.
WJJ: # 86017.16
Page 14 of 31

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by
David Ray, VP (name and title) of Mike Douglass Plumbing, a
Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced
_____ as identification and who did/did not take an oath.

Karen A. Gardiner
NOTARY PUBLIC (Signature)

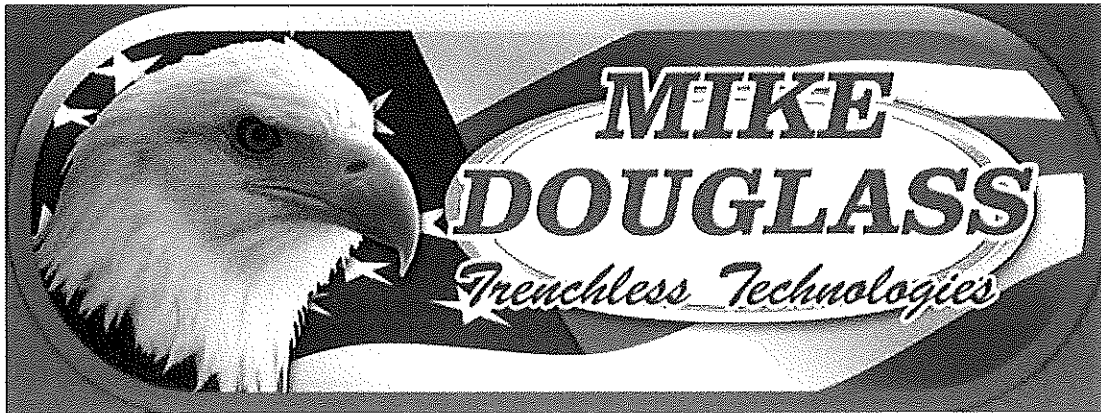


KAREN A. GARDINER
(Name of notary typed, stamped or printed)

2/8/19

CRECIENTE CONDO LINING PROJECT

General Project Information- Project # 86017.16	Billable Amount	Less Retainage 10%	Amount Remaining
A cost of \$150 per foot to CIPP line any required 4",3" and 2" sanitary pipe.			
Schedule of Values			\$ 926,050.00
Direct Costs:			
1. 10% Mobilization- on our about April 29, 2019	\$ 92,605.00		\$ 833,445.00
2. End of month one- May 25, 2019 (15 stacks @ \$11,112.60 ea, includes revents)	\$ 166,689.00	\$ 16,668.90	\$ 683,424.90
3. End of month two- June 25, 2019 (15 stacks @ \$11,112.60 ea, includes revents)	\$ 166,689.00	\$ 16,668.90	\$ 533,404.80
4. End of month three- July 25, 2019 (15 stacks @ \$11,112.60 ea, includes revents)	\$ 166,689.00	\$ 16,668.90	\$ 383,384.70
5. End of month four- August 25, 2019 (15 stacks @ \$11,112.60 ea, includes revents)	\$ 166,689.00	\$ 16,668.90	\$ 233,364.60
6. End of month five- September 27, 2019 (15 stacks @ \$11,112.60 ea, includes revents)	\$ 166,689.00	\$ 16,668.90	\$ 83,344.50
7. 10% retainage- due upon completion	\$ 83,344.50		
8			
9			
Indirect Costs:			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			



517 Paul Morris Drive, Suite A2, Englewood, FL 34223

Phone: (941)-473-2344 Fax: (941)-681-3511

License: CFC1430064

Service Location: Creciente Condominium Associates, Inc.
7150 Estero Blvd.
Fort Myers Beach, FL 33931

Suppliers Engaged: Perma-Liner
13000 Automobile Blvd.
Suite 300
Clearwater, FL 33762
1-866-336-2568
info@perma-liner.com



13000 Automobile Blvd Suite 300 Clearwater, Florida 34684

Tel: 727-507-9749 / Fax: 727-507-9849

www.perma-liner.com

Re: Perma-Liner™ Warranty Information

Perma-Liner™ conducts 3rd party testing on all materials supplied. Our independent testing labs are as follows:

HTS, Inc. Consultants
416 Pickering Street
Houston, Texas 77091
Tel: 713-692-8373

NSF International
789 Dixboro Road
P.O. Box 130140
Ann Arbor, MI. 48113-0140
Tel: 734-769-8010

HTS provides 3rd party testing in compliance with specification ASTM F1216 for installation and minimum physical properties required. This testing is conducted at a minimum of 1 time per each year.

NSF provides 3rd party testing in compliance with specification ASTM F1216 and NSF Standard 14 for Plumbing Code requirements. This testing is performed every 6 months.

Perma-Liner™ materials are tested in house per batch. This is required by NSF and IAPMO as per our Quality Assurance Programs. All records for batch testing are reviewed on site by NSF and IAPMO representatives on unannounced visits to our facility in Clearwater, Florida. The Quality Assurance is required in order to have NSF 14 and IAPMO certification and usage marks on our materials.

IAPMO Research and Testing, Inc.
5001 E. Philadelphia Street
Ontario, CA. 91761-2816
Tel: 909-472-4100

ASTM F1216 testing of materials provides a minimum design life of 50 years. This specification was based on Polyester Resin. Perma-Liner™ does not use Polyester Resins. Epoxy Resins are used in the Perma-Liner™ products. The Epoxy formulation does not allow creeping or shrinking as does Polyester Resins. Our Epoxy Resins contain no styrene and the formulation is environmentally safe.

Perma-Liner™ Epoxy Resins are much stronger and provide better chemical resistance than Polyester Resins. The actual design life is much higher for our Epoxy Resins. We have been told by engineers the design life is 80 years plus.

Based on our 3rd party testing and design life per ASTM F1216, Perma-Liner™ will provide the following warranty:

In the event the materials provided by Perma-Liner™ fail during a time frame of 50 years from documented installation date, under normal **Sanitary Sewer Conditions. All materials provided by Perma-Liner™ will be replaced at no charge. Only materials that have failure due to manufacturing malfunction will be replaced by Perma-Liner™.

Perma-Liner™ does not warrant workmanship provided by our independent installers. Any warranty on workmanship or cost associated with replacing original host pipe should be provided by the installer.

At the time of failure, Perma-Liner™ will require a section of the failed liner to be shipped to HTS Labs in Houston, Texas for 3rd party independent testing. All results will be accepted by both parties (Perma-Liner™ and installer).

A portion of liner and resin may be required from the same batch as the failed liner originated. This may not be available. Suggest all batch numbers from Liner, Calibration Tubing, and Both A & B Resins be clearly marked on original install sheet and filed for the installers records.

Please don't hesitate to call me if you have any questions.

Sincerely,

Jerry S. D'Hulster
President

** Normal sanitary sewer conditions is defined as human waste, soaps, washing detergents, & normal hot water heater temperatures. Chemicals found in common drain cleaners such as sulfuric and caustic acids, and temperatures exceeding 170 degrees Fahrenheit may void all warranties.



this is to certify that

Mike Douglas Plumbing

HAS COMPLETED THE PERMA-LINER™ PRODUCT INSTALLATION COURSE AS AN INSTALLER FOR:

PERMA-LINER™ SECTIONAL POINT REPAIR

PERMA-LATERAL™ LINING AIR INVERSION

PERMA-MAIN™ TOP GUN INVERSION PIPELINING

PERMA-LINER™ PULL-IN-PLACE LINING

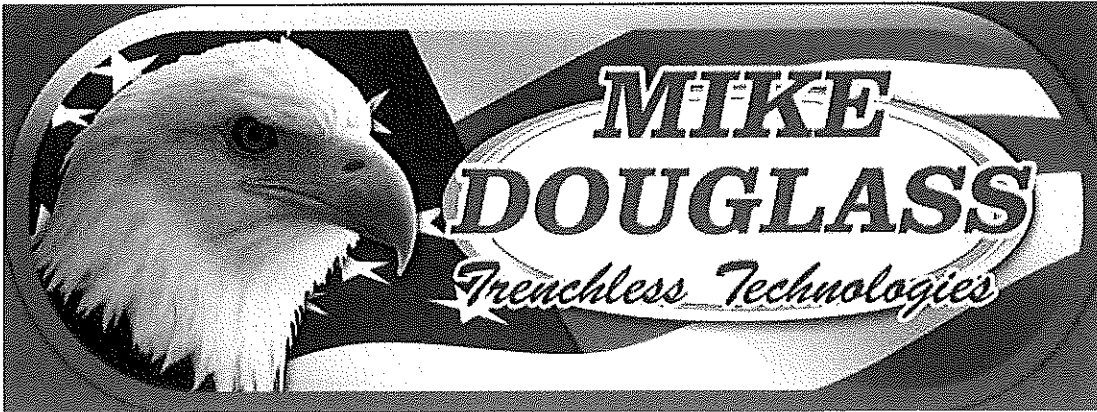
A handwritten signature in dark ink, appearing to read "Gerald D'Hulster".

August 2012 # 35701

GERALD D'HULSTER -- PRESIDENT

This certificate is proof of the undersigned's superior training accomplishment. The certificate holder is now an exclusive installer of Perma-Main™ Lining, Perma-Lateral™ Lining System and Perma-Liner™ Sectional Point Repair™ and Pull-in-Place.





517 Paul Morris Drive, Suite A2, Englewood, FL 34223

Phone: (941)-473-2344 Fax: (941)-681-3511

License: CFC1430064

Service Location: Creciente Condominium Association, Inc.
7150 Estero Blvd.
Fort Myers Beach, FL 33931

Mike Douglass Trenchless Technologies

Performance:

Mike Douglass Trenchless Technologies shall provide the owner with a written Manufacturer's Warranty to be in force and effect for a period of 50 years from the date of completion for CIPP structural Rehabilitation. The warranty shall require provider to repair or replace the liner should failure or damage result from faulty materials and a 50-year warranty on our workmanship

Materials:

50 Year Warranty on Perma-Liner Material. Warranties contained herein do not extend to any losses or damages due to acts of God, misuse, accident, abuse, neglect, normal wear and tear, corrosion, abrasion, use of unsuitable lubricates, negligence, modifications or alteration not performed by MDTT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/19

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

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

PRODUCER WORK COMP SYSTEMS 308 Avenue K SE Winter Haven, FL 33880	CONTACT NAME: VAN SOLES
	PHONE (A/C, No, Ext): (863)438-2710 FAX (A/C, No): (863)438-2711
	E-MAIL ADDRESS: van@workcompsystems.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: OLD DOMINION INSURANCE COMPANY NAIC # 40231
INSURED Mike Douglass Plumbing, Inc. 517 Paul Morris Drive, STE A Englewood, FL 34223	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E: BRIDGEFIELD INSURANCE COMPANY 10335
	INSURER F:

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

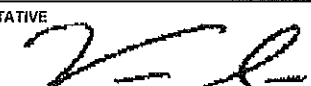
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PRIMARY & NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MPP8723G	05/28/18	05/28/19	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS - COMP/OP AGG \$ 2,000,000					
						\$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B1P8723G	05/28/18	05/28/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		DEDUCTIBLE \$ 500				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0196-46160	04/30/18	04/30/19	<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				
A	PROPERTY INLAND MARINE		MPP8723G	05/28/18	05/28/19	RENTED/LEASED

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

30 DAYS WRITTEN NOTICE IN THE EVENT OF CANCELLATION.

CERTIFICATE HOLDER**CANCELLATION**

CRECIENTE CONDOMINIUM ASSOCIATION, INC. C/O W.J. JOHNSON & ASSOCIATES 10961 BONITA BEACH ROAD BONITA SPRINGS, FL 34135	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/19

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

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

PRODUCER WORK COMP SYSTEMS 308 Avenue K SE Winter Haven, FL 33880		CONTACT NAME: JOANN SOLES PHONE (A/C, No., Ext.): (863)438-2710 FAX (A/C, No.): (863)438-2711 E-MAIL ADDRESS: JOAN@WORKCOMPSYSTEMS.NET		
INSURED Mike Douglass Plumbing, Inc. 517 Paul Morris Drive, STE A Englewood, FL 34223		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : OLD DOMINION INSURANCE COMPANY		40231
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E : BRIDGEFIELD INSURANCE COMPANY		10335
INSURER F :				

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

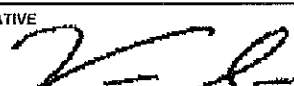
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		MPP8723G	05/28/18	05/28/19	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	PRIMARY & NON-CONTRIBUTORY						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A	AUTOMOBILE LIABILITY	y		B1P8723G	05/28/18	05/28/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							DEDUCTIBLE	\$ 500	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$
	DED						RETENTION \$		\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		0196-46160	04/30/18	04/30/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	PROPERTY INLAND MARINE			MPP8723G	05/28/18	05/28/19	RENTED/LEASED		

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

30 DAYS WRITTEN NOTICE IN THE EVENT OF CANCELLATION.

CRECIENTE CONDOMINIUM ASSOCIATION, INC. , IT'S EMPLOYEES AND AGENTS ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTO.

CERTIFICATE HOLDER**CANCELLATION**

CRECIENTE CONDOMINIUM ASSOCIATION, INC. C/O W.J. JOHNSON & ASSOCIATES 10961 BONITA BONITA SPRINGS, FL 34135	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.