



PAINTING RESTORATION ROOFING

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(877) 442-5062

**MUNYAN RESTORATION, WATERPROOFING & PAINTING SERVICES OF TAMPA
BAY, INC.**

“Doing it Right” since 1951

FL License CCC1330937-CGC1524627

February 24, 2025

Owner:

LAKE TARPON SAIL & TENNIS CLUB COMM ELEM ASSN

Legal Name:

TARPON SPRINGS OFFICIAL MAP (COMMON ELEMENTS)PART OF BLKS 153 & 152 AKA
INGRESS & EGRESS PARCEL & ALSO TRACT A AS PER CONDO PLAT BK 84 PG 1(IN
SEC 8-27-16) TOGETHER WITH SUBM LEASE #520029814 O.R. 14779/957 TILL 07/01/2010

Prepared For

(In Care Of):

Andrew George

954.243.0291

andrewg@ameritechmail.com

Site Address:

TARPON HILLS BLVD

TARPON SPRINGS, FL 34689

Mailing Address:

PO BOX 1294

TARPON SPRINGS, FL 34688-1294

Prepared By:

John Whittle

Business Development Executive

john@munyanroofing.com

727.442.5062



Scope of Work: Remediation/restoration work around the clubhouse.

Possible Inclusions for Work:

1. Window Replacement Options:

a. 2nd Floor Window Removal and Replacement (SELECT WINDOWS):

\$121,767.00

- i. Provide liability insurance, GC oversight, scheduling, permitting, and management of Pinellas, Pasco Glass & Mirror to install windows as outlined in Quote #12045 AF received by LTSTC on November 15, 2024.

b. 1st Floor Window Removal and Replacement (SELECT WINDOWS)

- i. Provide liability insurance, GC oversight, scheduling, and management of Pinellas, Pasco Glass & Mirror to install windows as outlined in Quote #12045 AF received by LTSTC on November 15, 2024.

c. Removal and Replacement of 1st and 2nd Floor Windows (ALL WINDOWS):

\$148,000.00

- i. Provide liability insurance, GC oversight, scheduling, and management of Armortech Windows and Doors to install windows as outlined in their quote received by LTSTC on November 26, 2024.

2. Flooring Project - \$36,750 - \$98,750.00

- a. Removal of all existing carpet or tile flooring on 1st floor; floor prep and installation of 2nd floor with any of the below options:

i. Luxury Gemstone Epoxy Coating: \$98,750.00

- 1. Inclusive of concrete preparation, waterproofing installation, and gemstone coating finish system.

ii. Vinyl Plank System: \$56,650.00



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iii. Carpet System: **\$36,750.00**

3. Baseboard Removal and Installation - **\$8,925.00**

- a. Remove all damaged baseboards and replace them with new ones.

4. Interior Framing, Drywall, and Demo - **\$39,238.00**

- a. Remove all damaged or wet drywall in the building.
- b. Remove any wet or damaged insulation.
- c. Remove blue wood panels (wainscoting) along the wall of the kitchen and entryway.
 - i. Tie in these areas with new textures to match existing walls.
- d. Install new framing in areas specified by the HOA (gymnasium, kitchen, overhead areas).
- e. Install new drywall over new framing, and match texture to existing wall.

5. Interior Painting - **\$29,975.00**

- a. Specifications for painting to be received by Paint Manufacturer upon acceptance of bid.
- b. All trim, doors, and walls will receive 2 coats of interior paint with a high-build-up primer to better conceal any imperfections or damages to old walls.
- c. Exposed ceilings in kitchen, main area, gymnasium, and study to receive 'Dry fall' style paint.
- d. Hard ceilings in bathrooms or various areas to receive 2 coats of interior paint with a high-build-up primer to better conceal any imperfections or damage to old walls.

6. Exterior Stucco Work **(\$6,250.00)**

- a. The damaged stucco is to be removed and replaced.



- i. Approximately 250 Square Feet around the Building
 - b. Inclusive of new lath, stucco scratch coat, texture, and final coat with primer and paint.
7. Cleanup of work area.
 8. 3-year application warranty.
 9. All implied manufacturer warranties.

All workmanship will come with a three-year application warranty and all implied manufacturer warranties. Jobsite safety lines and protection will be installed as needed. Daily cleanup of debris and constant magnetic nail collection will be performed. We take extra steps to ensure safety and cleanliness.

Progress draws will be billed as outlined for any project that has a continuous term of 30 days or more, holding the 10% retainage for final completion. Payment draws are due within fifteen (15) days of issue date. The final retainage payment will be due ten (10) days after substantial completion of the project. Substantial completion, as used herein, shall be defined as that time when construction is completed. If corrective or repair work remains to be accomplished by the Contractor after the project is ready for occupancy, the Contractor will perform such work within a reasonable time and the Owner will not withhold payment pending the completion of such minor work. Payments not timely made shall accrue interest rate of 18% per annum until fully paid. Once final payment is received, any manufacturer warranties, implied warranty, close-out documents and or final lien releases will be issued. Warranty becomes valid upon final payment with effective date being day of project completion.



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Project Pricing:

1. Restoration Option with Full Window Replacement and Gemstone Floors:

a. \$331,138.00

b. YES NO

c. Signature: _____ Date: _____

2. Restoration Option with Full Window Replacement and Vinyl Floors:

a. \$289,038.00

b. YES NO

c. Signature: _____ Date: _____

3. Restoration Option with Full Window Replacement and Carpet Floors:

a. \$269,138.00

b. YES NO

c. Signature: _____ Date: _____

4. Restoration Option with Select Window Replacement and Gemstone Floors:

a. \$304,905.00

b. YES NO

c. Signature: _____ Date: _____

5. Restoration Option with Select Window Replacement and Vinyl Floors:

a. \$262,805.00

b. YES NO

c. Signature: _____ Date: _____

6. Restoration Option with Select Window Replacement and Carpet Floors:

a. \$242,905.00

b. YES NO

c. Signature: _____ Date: _____



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EXCLUSIONS & CLARIFICATIONS:

- A pre-construction meeting will be held to go over any safety concerns we have along with any safety drills or directives we need to follow while working on the property.
- Owner to supply power, water, and access to complete repair scope.
- All other repair surfaces or substrates, except the scope specified. Apart from unit cost work for added repair needs.
- Unforeseen Conditions, Hidden Damages or additional work, will be approved in writing unless a life safety or emergency condition requires removal, closing or support to prevent further damage or risk, the repairs will be approved in writing and the emergency work performed will be billable under the labor and material T&M rate. In most cases, these unforeseen repair needs are structural internal repair needs that require work to stop until Engineer design can be produced for both repair pricing and permit revisions. This damage may require temporary protection and/or shore support. In many cases, equipment such as a scaffold, lift, or swing stage is in place to perform the original repair. The temporary protection will be billed for labor and required materials under our \$85.00 T&M rate along with equipment rentals at \$100.00 per day for added rental cost. Equipment may need to sit until remedy and permits allow project production. Equipment can be removed, and re-installed billing labor rates and delivery and pick-up fees charged to the contractor
- Permits, dump fees, asbestos testing, and structural drawings may be an addition when scope requires. All billed for cost and services as issued to the contractor.
- Demobilization & Remobilization may be required due to unforeseen weather such as a hurricane or a repair/event that requires work to pause will be billed for labor and equipment costs to remove and replace equipment. Time will be logged.
- Specialty rigging required to safely reach repair, scaffold, swing stage or lift, containments, overhead & general protection, life safety access equipment or shore post and supports, when required for unit cost repairs or change order work, such as liner foot, square foot or T&M repair rates known as unit cost work, will be billed for equipment cost and logged labor time at \$85.00 per man hour to set up and move rigging. If Equipment is already in place for a fixed price scope, changes orders, additional workmanship, Engineer inspections, water testing or discovery work will be billed 100.00 per day to cover the added cost for rentals equipment or the added monthly fee whichever is less costly. Labor to move equipment or containment as well as staff needed to run equipment for inspections, testing or discovery will also be billed the at \$85.00 per man-hour.
- Asbestos report is required by law to get permits and to make any masonry repairs. Not having one can result in large fines. If you do not have one, we can recommend a testing company for you.
- Company Signage is required and will be put on your project.
- Projects have daily logs, digital time clocks and photo documentation.
- Non-payment, scope requires additional loans, payment plans or pause to project for additional funding may require a lien to be in place until all debts are satisfied.
- All of our Staff is OSHA trained and safety is a priority while working on your project.



EXTRA WORK

Should Owner, construction lender, or any public agency or inspector direct any modification of or addition to the work covered by this Contract, the cost shall be added to the contract price. However, if extra work is performed pursuant to verbal direction of Owner or Assigned Representative, the Contractor is entitled to be paid for such extra work, whether or not the extra work order is reduced to writing.

TIME FOR COMPLETION OF WORK

Contractor & Owner will agree on start date. Contractor will commence work and shall use its best efforts to complete the work in a timely manner subject to permissible delays. However, no damages for delays in the completion of the work shall exist in favor of Owner.

PERMITS, CHARGES AND EXACTIONS

Owner will provide and pay for all necessary engineering and testing reports, building permits as well as bonds, assessments, hookup charges, financing fees, facility fees, and exactions of utilities and public agencies that are imposed to pay facilities costs. These costs are in addition to the price set forth in Paragraph Four herein unless specifically designated in this Agreement to be included.

LABOR AND MATERIAL

The Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction of the project. Contractor is excused from this obligation for bills received in any period during which the Owner is in arrears in making payments to Contractor.

DEFAULT

If Owner should default in any of its obligations under this Contract, Contractor may recover, as damages, either the reasonable value of the work performed by Contractor, or the balance of the Contract price plus any other damages sustained as a result of Owner's default.

DELAY

Contractor shall be excused for the delay in completion of the contract by Acts of God, acts of the Owner, inclement weather, labor trouble, acts of public agencies, inspectors, or public utilities, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor.



ATTORNEY'S FEES

In the event of litigation arising out of this Contract or the performance thereof, the court will award reasonable attorney's fees to the prevailing party. It is understood that both sides are to give up the right to a jury trial. Both sides agree to have a judge decide contract disputes. "To the full extent permitted by law, the parties hereby express and knowingly waive any right to jury trial they may have for all causes, claims, and issues in any way relating to or directly, indirectly, wholly, or in part, arising from the contract."

RIGHT TO STOP WORK OR TERMINATE CONTRACT.

Contractor shall have the right to stop work if payments are not made when due under this Contract and may keep the job idle until all payments have been received. In the event any payments dues hereunder are past due for a period exceeding 14 days, Contractor may declare a material breach under this Contract and terminate all further performance hereunder. At such time, Contractor shall be entitled to all damages set forth in the Default provisions hereunder or otherwise allowed under Florida Law.

DEMOBILIZATION / REMOBILIZATION

This work is being performed for the Owners benefit and at the Owners risk regarding inclement weather. Any mobilization or demobilization expenses and any exterior protection of building areas exposed during process of work due to hurricanes and other atypical inclement weather would be chargeable on a time and material basis."

BINDING OF SUCCESSORS.

All of the provisions of this contract will be binding on the assignees, successors, parent companies, and subsidiary companies of both parties. If either party is acquired by a corporation through purchase, merger, or consolidation, the provision of this Contract will be binding on the successor or surviving corporation.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the property owner, the property management company from and against all claims, damages, losses, judgments and expenses including, but not limited to, attorney's fees in litigation, arising out of or resulting from the Contractor's performance under this Agreement, or in violation of this Agreement, within the limitation or exclusion of the contractors insurance policies when caused in whole or in part by any negligent act or omission by anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.



GOVERNING LAW. This Contract shall be interpreted and governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in Pinellas County, Florida and each party hereto hereby waives any and all rights it may otherwise have to selection of venue.

DEFENSES TO ENFORCEMENT OF CONTRACT AND RIGHT TO CURE.

No claim or set off shall be allowed or made by Owner to Contractor based on any claim, including an alleged breach of Contract, delay, breach of warranty, claims, for deficient workshop materials or other claim arising hereunder until 30 days have elapsed following the furnishing to Contractor a written notice as provided herein. Said written notice shall set forth, in detail, the alleged claim, defect or breach and the remedy requested. Said notice shall be furnished to Contractor at the address set forth herein, via certified mail return receipt requested. The 30 day period shall begin to run upon receipt of said Contractor. During said 30 day period, Contractor shall have the opportunity to address or cure any such claim and Owner shall provide access and full cooperation in the resolving of any such claim. In the event such notice is provided, as set forth herein, prior to the time of a scheduled draw payment or final payment, no defenses or setoff to such payment shall exist.

Should any provision or portion of this Agreement be adjudged invalid, illegal, unconscionable or in conflict with any law of the State of Florida, the validity, legally and enforceability of all remaining provisions and portions of this Agreement shall not be affected or impaired thereby.



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Approved and Accepted by Owner or Authorized Owners Representative

Legal Registered Name of Property:

Owners Name (Please Print)

Date

Signature

Date

Contractor Approval: MUNYAN RESTORATION, WATERPROOFING & PAINTING SERVICES OF TAMPA BAY, INC.

Signature

John Whittle

john@munyanroofing.com

Business Development Executive

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