



Munyan Painting Service
2311 Whitfield Park Ave.
Sarasota FL, 34243
941-953-2500

Third Generation Painting & Waterproofing Company – Established 1951

May 23, 2023
Riverview Condominiums

1400 Barcarrota Boulevard West
Bradenton, FL. 34205

RE: Exterior Painting

1. **This contract** is between Riverview Condominiums and Munyan Painting Service (“Contractor”) whose address is 2311 Whitfield Park Ave, Sarasota, FL. 34243. The Contractor will perform painting on behalf of the Owner and initialed by parties hereto on real property legally described as follows 1400 Barcarrota Boulevard West Bradenton, FL. 34205.

2. **PAYMENT.**

For all services performed by contractor, Owner will pay Contractor the specific price of **(\$103,960.00) BASE BID**. A deposit in the amount of **(10% of the amounts selected)** is due and payable upon mobilization on property. For the balance of the contract price Contractor will submit to Owner periodic applications for payment progress draws showing percentage of completion of the various portions of the work according to a Payment schedule supplied by Contractor and agreed by the Owner. Within ten (10) days of delivery of any such draw request, Owner will pay Contractor one hundred percent (100%) of the value of the work completed and materials suitable stored at the site during the period covered in the draw of the request. No deductions, set offs, or retainage will be held from any progress payment. Final payment will be held until all punch-out is completed. Payments not timely made shall accrue interest at the rate of 18% per annum until fully paid.

MunyanPainting & Restoration INC.

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2311 Whitfield Park Ave, Sarasota, FL 34243

3. SCOPE OF WORK.

Contractor will furnish all labor, materials, supervision, coordination and storage to complete, in a quality and workman like manner, the following work on the property:

1. Pressure clean and mildewcide using a minimum of 3500 PSI to insure the surfaces proposed for painting are cleaned free of mildew and other foreign debris detrimental to the adherence of the coatings specified.
2. Prepare the exterior of the above-mentioned which includes caulking as needed, patching of cracks using elastomeric patching compound, sanding, scraping, removal of rust deposits, wire brush and/or mechanically abrade rusted surfaces and the protection of items not being painted as normal paint preparation procedures.
3. The Stucco, Free Standing Walls, Soffit, Fascia, Gutters, Downspouts, Metal Door Awnings, Misc. Conduits and Fire Hose Boxes (Exterior Only) will receive One (1) Coat of S/W Loxon Conditioner Clear Sealer, One (1) Mid Coat (Top Cap Only) on Free Standing Walls and Finished with One (1) Coat of S/W Latitude Exterior Satin.
4. The Carport Stucco and Ceilings will receive One (1) Coat of S/W Latitude Exterior Satin.
5. The Unit Doors and Frames (exterior side only) will receive One (1) Coat of S/W Bond-Plex Waterbased Acrylic Coating and Finished with One (1) Coat of S/W Emerald Urethane Enamel Exterior Semi-Gloss.
6. The Previously Painted Doors and Frames (Exterior Side Only) will receive One (1) Coat of S/W Loxon Conditioner Clear Sealer and Finished with Emerald Urethane Enamel Semi-Gloss.
7. Metal Gates (Black) and Metal Ladders Attached to the Building will receive One (1) Coat of S/W Loxon Sealer and Finished with One (1) Coat of S/W Pre-Catalyzed Waterbased Urethane Gloss.
8. The Balcony Railings and Walkway Railings will receive One (1) Coat of S/W Bond-Plex and Finished with Two (2) Coats of S/W Pre-Catalyzed Waterbased Urethane Gloss.
9. Stucco Repair performed at \$26.00 Per Square Foot.
10. Removal and replacement of all exposed window frame sealants (metal to stucco).
11. Removal and replacement of all exposed sliding door frame (forty-six (46)) sealants (metal to stucco) with Sherwin Williams Loxon H1 Sealant.
12. Removal and replacement of all non-exposed window frame sealants (metal to stucco) with Sherwin Williams Loxon H1 Sealant.
13. Ten (10) year labor and materials warranty against chipping, flaking, cracking and peeling due to faulty workmanship and / or materials.

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2311 Whitfield Park Ave, Sarasota, FL 34243

Exclusions: Powder Coated Service Doors (21), Pavers, Bare Concrete Steps, Landings, Sidewalks, Window Frames, Lights, Store Front Doors, Windows, Front Awning and Framework, Sliding Glass Door Frames and Tracks, All Attached Signs, Fire Alarms, Pull Stations, Balcony Decks, Call Boxes, Letters, Number, Roof and Anything Not Listed In This Scope Of Work.

4. ACCESS.

All work on this contract shall be conducted from the exterior of the building unless stipulated otherwise. The Contractor shall clean up and restore all evidence of his operations, both inside and outside the project. The Contractor agrees to close all common area doors including roof doors and electrical room doors at the end of each day and a time when employees have left the premise during the day.

5. PARKING.

The Contractor shall supply a mobile trailer to store paint, equipment and other materials. Owner will assign parking spaces. Material will be properly stored at the end of each work day. The Contractor will utilize only approved space provided and approved by the Association.

6. SECURITY.

It will be necessary for the Contractor to register his personnel if it is necessary for them to enter or leave the building.

7. CLEANLINESS.

All areas of the ground, building, windows, parking areas, and patios shall be left clean of any paint drippings and splatter. Plants, shrubbery, and trees shall be protected by the Contractor from paint drippings and splatters.

8. MANUFACTURE'S REPRESENTATIVE.

All work shall be inspected and approved by the paint manufacture's factory representative. The Contractor shall provide a periodic written report from the factory representative for each of its operations.

9. ROOF PROTECTION.

It is recognized that the Contractor may attach scaffold and/or scaffold clamps to the parapet walls of the building in order to carry out the work. In moving around the roofs, or on terraces, the Contractor shall provide protective deck boards or strips of plywood to prevent damage to the roof, parapets or terraces.

10. WINDOWS.

If during the execution of the work, one of the employee's breaks a window while performing his duties, the Contractor shall, cover the opening to protect from the elements and replace the window glass promptly. This will be done based on availability of the replacement glass. Extreme care shall be taken while removing any spattered paint from surface to avoid scratching.

11. ELECTRICITY AND WATER.

Owner agrees to supply the Contractor with necessary electricity and water required to operate his equipment and carry out the work.

12. GENERAL.

The intent of the Technical Specifications is to describe all required work, conditions or performance, and materials for the property.

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2311 Whitfield Park Ave, Sarasota, FL 34243

13. PREPARATION AND MATERIAL APPLICATION OF SURFACES TO BE PAINTED.

A. Pressure Cleaning:

1. All exterior surfaces designated for painting are to be pressure cleaned using a minimum of 3500 lbs/psi to remove surface contamination, salt deposits and mildew.
2. On areas where mildew is present, remove mildew using a solution of Clorox Chlorine and Soilax per five gallons of water. Mix thoroughly, apply to surface with stiff brush, broom or wand allow reaction time, rinse with pressure cleaner or water hose.
3. If severe sheets of peeling occur due to failure of past application of coatings, the Contractor shall be reimbursed for the additional time required in removing excess paint peeling.
4. The removal of severe paint peeling is limited to Five Hundred Square Feet (500 SF) in our base bid

14. STUCCO REPAIRS.

1. All hairline cracks (less than 1/16") are to be detailed with Elastomeric Patching Compound to match existing texture as close as possible. Bridge crack approximately 2" on both sides and crown center directly over crack approximately 1/16" to allow for thermal movement.
2. All cracks greater than 1/16" are to be routed open to form "U" or "V" shape, dusted clean, and packed with One Part Urethane Sealant. Force Urethane into crack to insure adhesion to inner wall surface. Permit Urethane to tack cure, then apply a detailed coat of Elastomeric Patching Compound over repaired areas. Bridge crack approximately 1/16" to allow for thermal movement. Match existing texture as close as possible.

15. CAULKING

1. All sealants will be inspected for any failing properties. If found faulty the existing sealants will be removed and replaced at \$5.50 Per LF.

16. CONTRACTOR'S RESPONSIBILITIES.

1. Workmen's Compensation shall be carried for Contractor's employees, coverage and Payment's according to Florida State Law. Exemptions and subcontractors shall not be allowed.
Note: All of our employees are full time employees and are on our Workers Compensation policy, including the officers.
2. Contractor shall have a valid painting license.
3. Contractor shall obtain all necessary permits. The cost of these permits is the responsibility of the Owner and will be invoiced accordingly.
4. Contractor shall pay all municipal and utility company fees, i.e. for closing off sidewalks or de-

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energizing power lines. These charges are solely the responsibility of the Owner and will be invoiced to the Owner, if incurred.

5. The Contractor shall provide certificates and maintain the following insurance coverage's to the stated limits applicable:
 - a. General Liability 1,000,000 per occurrence
 - i. 2,000,000 Aggregate
 - b. Employer's Liability 1,000,000/500,000/100,000
 - c. Umbrella Liability 4,000,000 per occurrence
 - i. 5,000,000 Aggregate

*The umbrella must be in excess of both General Liability and Employer's Liability

6. The contractor shall comply with all fire and OSHA safety regulations throughout project.
7. If the owner's representative feels that unsafe condition exists, she/he has the right to stop the project until condition is corrected.
8. Contractor shall notify Owner's representative three (3) days in advance of starting and painting and/or pressure cleaning so that vehicles are moved by tenants/unit owners.
9. Contractor shall be responsible for tearing any screens, broken windows, paint spills, paint on cars, or any other damage caused by the Contractor's workers.
10. Contractor is responsible for replacement of damaged grass, shrubs, trees, concrete sidewalks, windows, and screened balconies where damage is due to workmen's negligence.
11. Contractor may furnish a list of pre-existing conditions on the project. This list, covering items at project, will protect the Contractor in the event he is questioned regarding conditions that were present prior to commencement of project. The damage list must be furnished to the Owner before pressure cleaning of project.
12. Contractor shall use plywood under the lift equipment at all times while these machines are on the grass or dirt.
13. Contractor shall take special care not to break roof tiles. If tiles are already broken, Contractor is to make Owner aware of the number of pre-existing broken tiles. Contractor shall not be responsible for those tiles.
14. The Contractor shall arrange with Owner for working space, space for storage trailer for materials, and access to the areas where work of the Contractor is to be performed.
15. The Contractor, once having started the work, shall continuously and expeditiously proceed with its vigorous prosecution until completion.
16. All stages, ladders, etc. shall be secured at the end of each workday.
17. Should any unforeseen conditions be found during the course of the work the Contractor shall

MunyanPainting & Restoration INC.

941-953-2500 www.MunyanPainting.com

2311 Whitfield Park Ave, Sarasota, FL 34243

notify Manufacture (**TBD**), Technical Department, immediately in order to determine remedial measures necessary to correct same.

18. These specifications are in effect for six (6) months from this date. If the work has not commenced within six (6) months, a re-inspection will be required to validate warranty.
19. These specifications are prepared assuming application of the same or similar color to existing finish. For transparent colors or color changes it is recommended that one gallon of sealer and one gallon of finish color be applied to see if proper hiding is achieved. If same or similar colors do not cover according to the specifications, an extra amount shall be paid to the Contractor for the third coat. This shall be established at the start of the project.
20. Contractor shall not be responsible for the cleaning of any outdoor carpeting upon completion of pressure cleaning.
21. The Contractor and material manufactures shall provide a warranty, respectively, as follows.

17. PAINT WARRANTY.

(Sherwin-Williams) shall warranty for 10 (TEN) years against chipping, peeling or flaking and excessive chalking as a direct result of faulty workmanship. An absolute condition precedent to this warranty is Owners full compliance with all obligations set forth herein, including without limitation, full timely payments. Stucco and masonry surfaces only.

Except as are set forth herein, there are no warranties, expressed or implied, made by Contractor and all warrantied, including merchantability, habitat ability or fitness for any purpose or intended use are disclaimed. Contractor shall assign to Owner any manufacture's warranties incorporated into his construction. But otherwise, Contractor makes no warranties with regard to this there to.

Excluded from this warranty: Peeling, blistering, chalking, fading or loss of adhesion resulting directly or indirectly from cause other than faulty workmanship and/or material failure. Excessive heat or moisture, hail, floods, hurricanes, windstorms and other Acts of God, mechanical or electrical damage, abrasion, collision, environmental pollution, condensation or other moisture under or from within the building surface, settling or movement of building structure, seepage or leakage through undercoated areas of building causing delamination of the new system, or any damages caused by water intrusion to the interior of the property, whether direct or indirect, incidental, consequential, or otherwise.

18. SUBMITTALS.

1. Color selection shall be made by appointed representatives.
2. Upon request by Owner, a sample of the final finish shall be prepared on the job utilizing existing wall surfaces before job commencement.

19. DELIVERY, STORAGE AND HANDLING.

1. Contractor shall have all materials delivered to job site in unbroken containers bearing manufacture's brand, product name and number, plus color designated.

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941-953-2500 www.MunyanPainting.com

2311 Whitfield Park Ave, Sarasota, FL 34243

2. Contractor shall store materials and equipment at site in properly, ventilated and secured areas assigned for this purpose by the acting associate. All receiving shall be done in this location.
3. Contractor shall comply with Manufacture's recommendations as to environmental conditions under which materials can be supplied.
4. Contractor shall repair or cause to be repaired any surfaces damaged by operation.

20. OWNER'S RESPONSIBILITIES.

1. Owner or Association is to cut back shrubbery to permit workmen free and adequate access to areas designated for painting.
2. Owner shall have cars moved according to schedules so that contract is not delayed during painting project.
3. Owner shall be responsible for removing and replacing all items from screened balconies and/or patios so items are not damaged. Any item damaged because it is not removed shall not be the responsibility of the Contractor.
4. Owner is responsible for the removal of cars on building grounds with advance notice of two (2) days to prevent possible paint spattering from scaffold or workmen on ladders.
5. Owner shall supply electrical service for equipment and water for building cleaning and clean-up. Owner shall supply electricity and water at no cost to the contractor.
6. Owner to remove and replace all screens as necessary. Owner shall be responsible for leaving or removing window screens during the painting process.
7. Owner shall replace broken roof tiles that are broken during pressure cleaning and painting building.
8. 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.
9. Once the contract has been signed, the Owner may not cancel the contract at any time unless the Owner pays for all materials and equipment ordered, along with a 25% cancellation fee. If a portion of the work is already completed, the Owner shall pay for the labor in addition to this cost.

If Owner postpones a contract from the original start date, more than 60 days, a 5% increase shall be charged for entire contract amount to cover the increase of labor and material cost.

An exception in the 5% increase would pertain to any long term Contract agreed to by both parties.

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941-953-2500 www.MunyanPainting.com

2311 Whitfield Park Ave, Sarasota, FL 34243

21. SUPERVISION.

It is the sole responsibility of Contractor to secure, safeguard, and protect its material and operation from damage and theft formally accepted by Owner. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be responsible to Owner for the acts and omission of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

22. CONTRACT COSTS

The work includes all transportation, storage, equipment, supplies, labor, and materials necessary for a complete and functional installation and the work shall comply with all applicable building codes. The work shall also include all labor, materials, and everything required or claimed by Contractor's material men, suppliers, or laborers to complete the work.

Contractor shall provide all notices and comply with all local ordinances, requirements of city and county building codes, and federal and state authorities which are applicable to the work, local sanitary laws and rules and regulations, and all orders, both present and future, and interpretations of such ordinances, requirements, laws, such rules, and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, such rules and regulations are set forth in this contract. Contractor shall furnish, 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 other taxes imposed upon him as an employer in connection with the performance of this contract and will furnish evidence, when required by Owner, showing that all such payments required to be made have been paid.

23. FINAL PAYMENT.

The final 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.

24. 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. This includes extra work after the arising as a result of new or additional standards, Ordinance's, regulations which arise subsequent to the date of this Contract, or unforeseen utility Line's, unsuitable materials in the earth, or other conflicts that are not specifically identified in this contract. In the case of all extra work hereunder, the Contractor will be paid the cost of work, together with a sum equal to 15% percent for its overhead profit plus an administrative fee of \$35.00 for each change order. Payments for extra work will be made as extra work progresses, concurrently with progress payments. Orders for extra work should be made in writing, with the price agreed to in advance. However, if extra work is performed pursuant to verbal direction of Owner, the Contractor is entitled to be paid for such work, whether or not the extra work order is reduced to writing.

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2311 Whitfield Park Ave, Sarasota, FL 34243

25. 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.

26. BUILDING 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.

27. 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.

28. 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. If, after signing this Contract, Owner refuses to permit Contractor to proceed with the construction of the project, Owner realizes Contractor would suffer damages including loss of profit which Contractor would otherwise have made on the project. It would be difficult and impractical to determine the amount of such damaged, and it is therefore agreed that, in the event of such default, Owner will pay Contractor fifteen (15%) percent of the contract price liquidated damages.

29. 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.

30. 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 fourteen (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.

31. 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 incurred in an attempt to resolve any dispute, dispute resolution proceedings, trial preparation, and trial appeal 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."

MunyanPainting & Restoration INC.

941-953-2500 www.MunyanPainting.com

2311 Whitfield Park Ave, Sarasota, FL 34243

32. 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.

33. 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 and each party hereto hereby waives any and all rights it may otherwise have to selection of venue.

34. 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 or other claim arising hereunder until thirty (30) days have elapsed following the furnishing to Contractor a written notice as provide 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 thirty (30) day period shall begin to run upon receipt of said Contractor. During said thirty (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.

35. 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.

36. SEVERABILITY.

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, legality and enforceability of all remaining provisions and portions of this Agreement shall not be affected or impaired thereby.

- ❖ Upon execution of said contract document Munyan Painting Service request weekly and/or bi-weekly meetings be held throughout the duration of project with our assigned Project Manager and acting Property Manager, Board of Director or other committee associate to resolve any conflicts pertaining to schedule, progression of work, completion times, trimming of shrubs or other important factors for providing our clients a successful project.

:

AS TO OWNER: (Riverview Condominiums)

By: _____ *Jill S. Hershfield* _____

Print Name Jill S. Hershfield

President

AS TO CONTRACTOR: Munyan J. Munyan Painting Of Sarasota, Inc.

By: _____

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2311 Whitfield Park Ave, Sarasota, FL 34243

We thank you for this opportunity to submit our proposal for your painting and restoration project.

We would welcome an opportunity to sit down with you and discuss your project and answer any questions you may have. If you have any immediate questions regarding our proposal you can reach Bill Munyan at 941-228-5434

We look forward to serving
you.

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