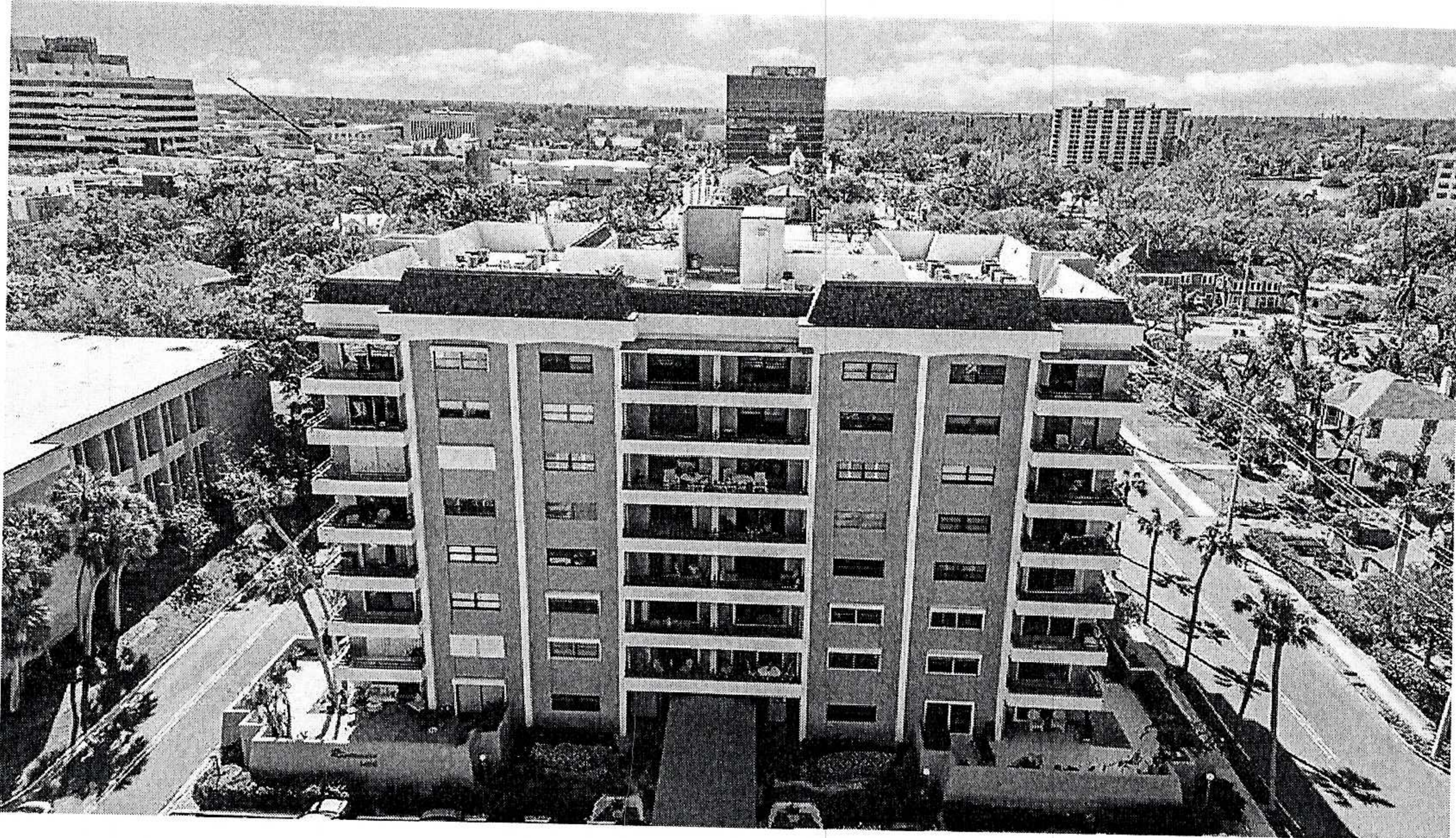


Riverview Condominiums



Painting Project

Prepared for the board of directors of Riverview Condominiums

Attn: Michael Palladino

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243



WHY CHOOSE MUNYAN

1. **Founded in 1951, Munyan Painting & Restoration has more than 60 years' experience in the painting and waterproofing industry.**

Why should this be important to you?

Over the years we have created systems and procedures that ensure a consistently high level of attention to detail, quality workmanship and a client service experience that is unmatched in the industry. We bring that experience and quality to your project.

2. **After so many years of working on the Florida Gulf Coast, we understand the changeable and often unpredictable weather patterns that affect our area. We know how the weather affects the materials we use, and what effect it will have on your painting and restoration project.**

Why should this be important to you?

We paint and seal your buildings during the most optimum conditions to ensure a successful and long lasting product that will stay beautiful and strong in the years to come.

3. **All of our crews are employees of the company.**

Why should this be important to you?

Our crews are covered under our workman's comp, general liability, and business auto insurances. This protects the association from liability. Many companies sub out their painting to crews of unskilled or day labor. It costs us more to have our employees on our payroll, but it's the only way we can guarantee a high level of skill and excellence on every project.

4. **We are a recipient of the Sunshine State Safety Recognition Award created by OSHA and trained by USF to commend Florida's employers and employees in all industries who proactively and routinely engage in job safety www.usfsafetyflorida.com.**

Why should this be important to you?

Safety on the job site is a number one priority for us. Not only the safety of our crews but of your residents, guests and staff.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243

TABLE OF CONTENTS

- **Your Munyan Team**
- **Our On-Site Code of Conduct**

- **Previous Projects**
- **References**
- **Your Painting Proposal**
- **Payroll, Insurances and Licenses**



YOUR MUNYAN TEAM

Bill Munyan- Your Project Manager

Bill Munyan is the President of Munyan Painting and Restoration as well as the company's certified general contractor. Bill will be responsible for overseeing the seamless execution of the entire project from proposal to final walk-thru. Questions regarding schedules, contracts, pricing or changes to your project will be handled by Bill.

Jack Munyan - Your Job Superintendent

Jack Munyan is the Senior Operations Manager for Special Projects. Jack focuses on keeping the right manpower and tools on a job to maintain forward progress. Questions regarding the crews, the jobsite, and equipment will be addressed by Jack.



YOUR PROJECT CREWS

Munyan prides itself on hiring and retaining only skilled tradespeople. Your crews have been chosen based on their training and experience with your type of project.

Your Munyan Project Crews:

- ✓ Are covered by our Workman's Comp policy
- ✓ Have the right to work in the United States
- ✓ Are on our payroll roster (roster available upon request), we don't use sub-contractors on your painting and restoration project.
- ✓ Are trained in OSHA compliance
- ✓ Are courteous and professional
- ✓ Are trained and certified by Sky Climber, Sunbelt Rentals and have completed instruction courses in the safe operation of suspended access equipment from Contractor's Access.
- ✓ Will have a Crew Leader in charge of the crews and the job site. The Crew Leader's job is to ensure the site is kept clean, the crew is following all safety rules necessary to protect themselves and the residents, guests and staff at your property. The Crew Leader enforces the Munyan On-Site Code of Conduct for the crew.
- ✓ Crew leader is responsible for ensuring that crews are trained on each site-specific specification to ensure that the association receives its full manufacturer's warranty.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243



Riverview Condominiums is more than just a collection of buildings. It's your home. It's the place you come to relax and recharge.

That's why we have developed an On-Site Code of Conduct which all our employees are required to follow. It's our goal to keep any disruption to your lifestyle to the bare minimum.

The Munyan On-Site Code of Conduct

- Posted rules of safety and conduct on a job site must be adhered to always.
- You are required to complete a site and safety orientation before working on-site. You are required to read, understand, sign and comply with Munyan's safety protocol for the protection of our employees, on-site residents and staff.
- Proper footwear must be worn on job sites. Employees must wear approved Munyan shirts, no bare-chests, no sleeveless tanks, no cut-off shirts.
- If you see, smell or hear something that appears unsafe, immediately report it to your Crew Leader.
- Always practice safe ladder use.
- Report ANY incidents or injuries immediately to your Crew Leader.
- Limit personal cell phone use to emergencies only while working.
- Your crew leader will designate an area for you to take breaks and use the restroom. Any cigarette butts are to be picked up and disposed of properly.
- Drop cloths and other protective measures must be used always.
- You must work clean always. Keep a clean workspace throughout the day.
- You must clean up all materials and supplies at the end of each day. NO exceptions.
- Report ANY damage to property immediately to the Crew Leader.
- No boomboxes or radios allowed.
- Work quietly and respectfully when on-site. **You are a guest.**
- Be reliable. Present a good appearance.
- Maintain a clean and tidy workspace.
- You must be presentable.
- You must be on time every day, prepared for all weather conditions and ready to work.
- You must be professional, proficient and polite, always. No swearing, yelling, or other inappropriate conduct.
- Quality Control starts with you. Before completing a task, review your work, check for deficiencies and address them immediately.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243

Vizcaya, Longboat Key, FL

Construction Type:

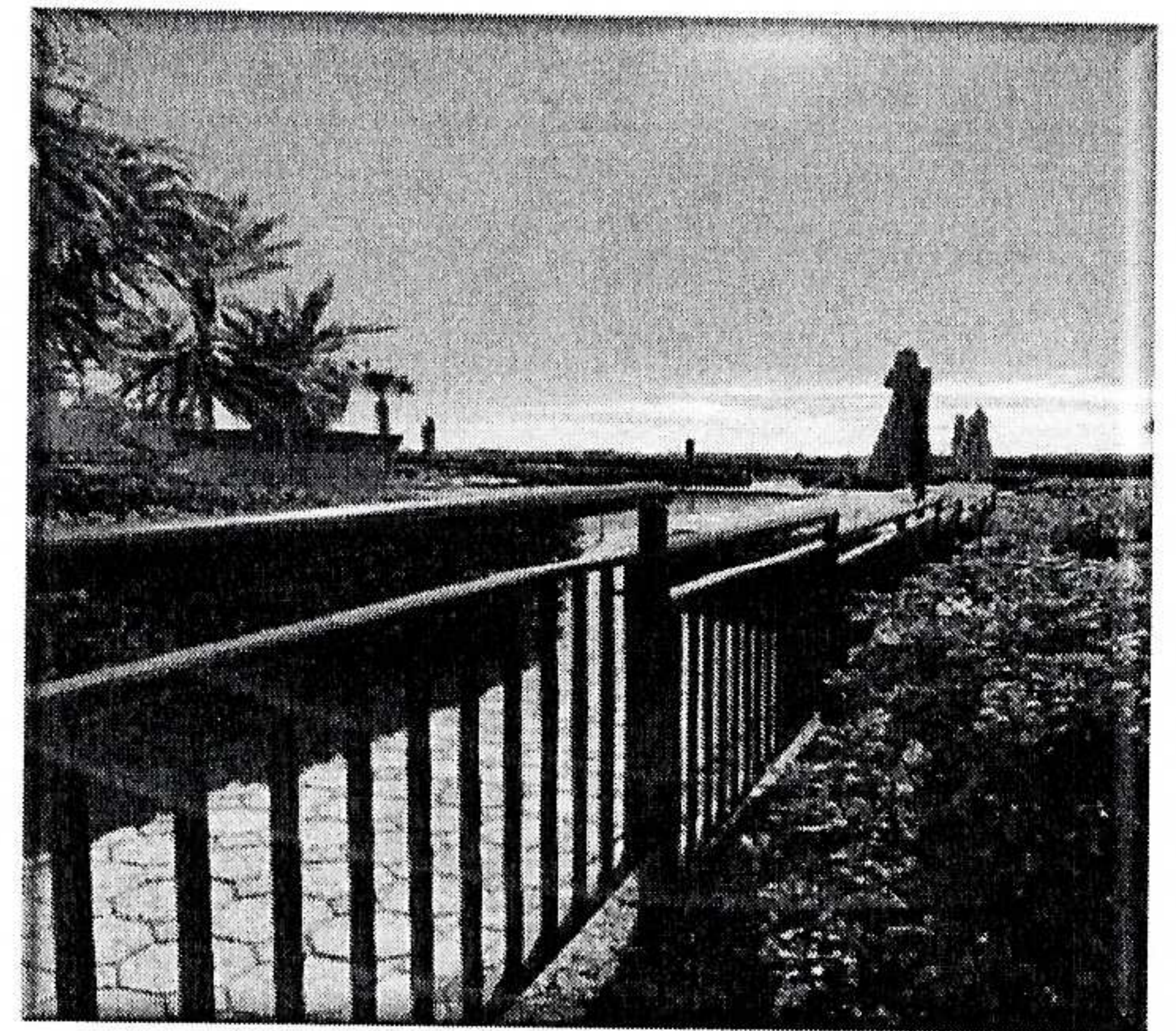
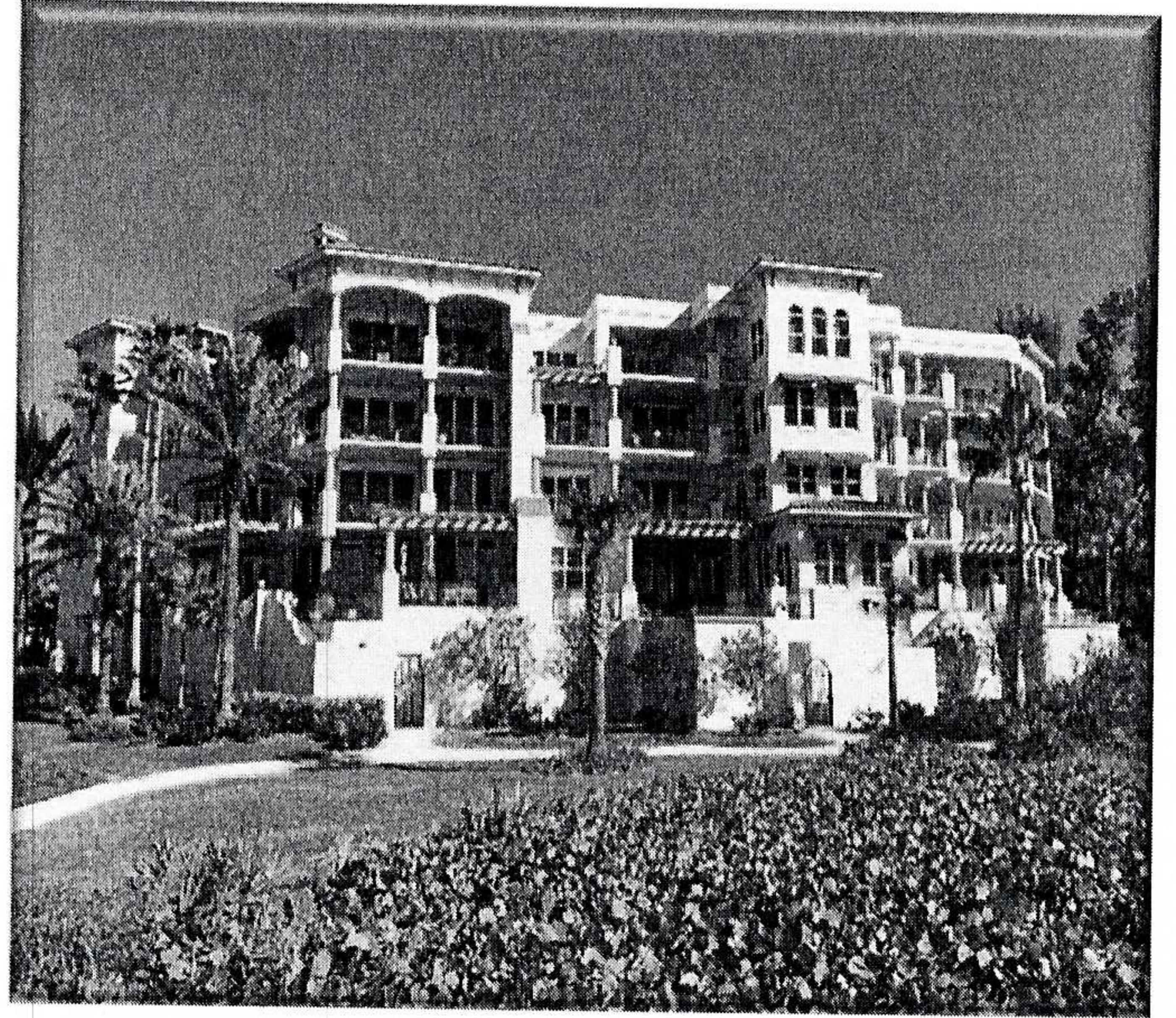
condominium with aluminum railing systems, windows and door frames.

Challenge:

The salt water environment degraded the existing coatings causing corrosion and color fading and compromised sealant integrity.

Solution:

Complete sealant removal and replacement to restore water-tight building envelope. HVLP painting system applied to all metal railings, doors and frames to stop further corrosion and restore aesthetic appearance of aluminum.



Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243

Meridian At The Oaks Preserve, Osprey, FL

Construction Type:

These 9-story condos stand in Osprey, FL.

Challenge:

These buildings had improperly installed Sealants resulting in water intrusion.

Solution:

Sealant removal and replacement to restore Water tight envelope. Complete repaint to Protect the buildings and keep them looking great.



Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243

REFERENCES

Coach Homes I, II & IV at Riverstrand

Construction Type:

Forty-two buildings 168 units. Stucco over masonry construction.

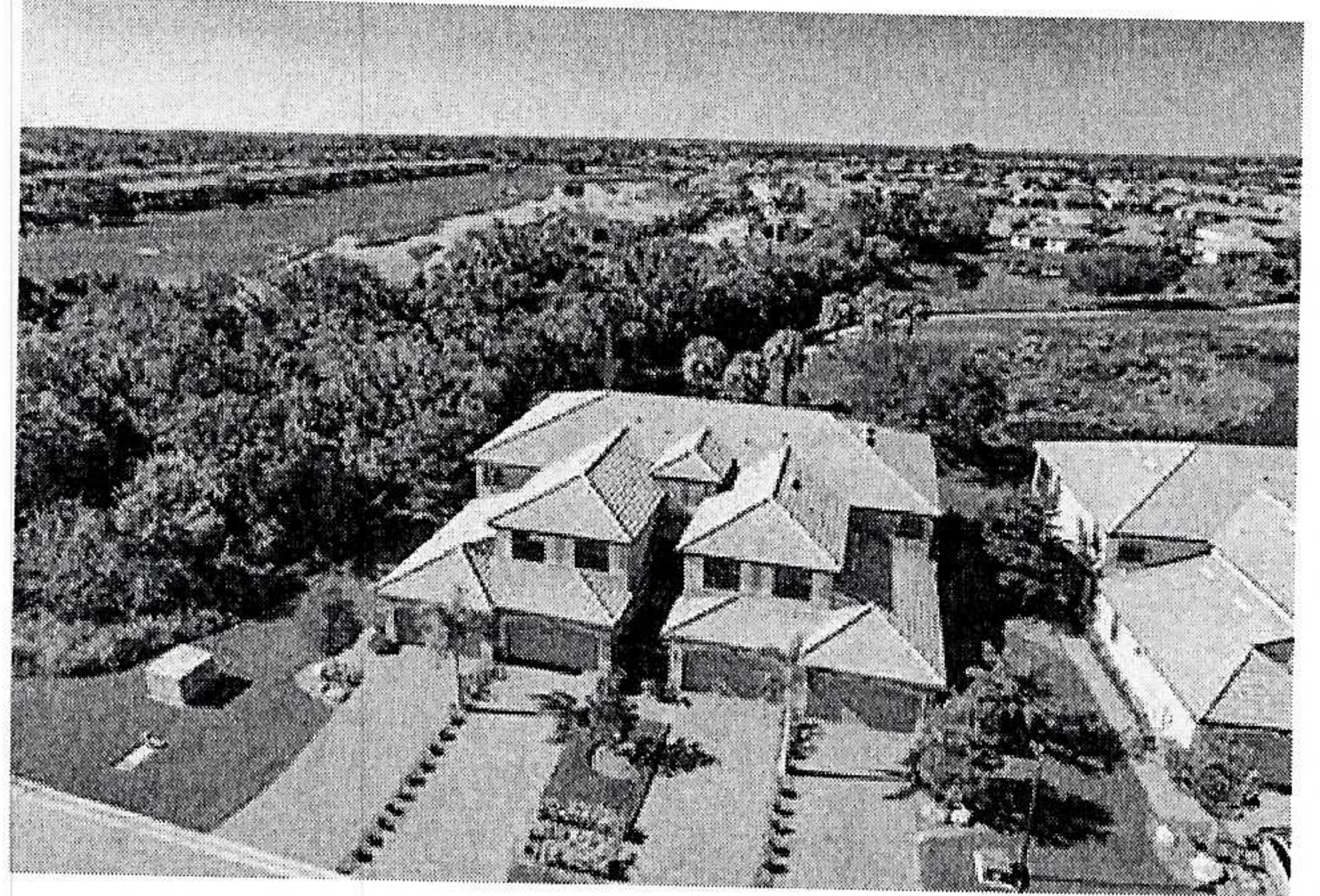
Challenge:

All three associations were completed stimulatingly to ensure all associations reached their new look at the same completion date. Failing sealants on the windows (stucco to metal) and tops of trim bands.

Solution:

Sealant removal and replacement. Exterior repaint using Sherwin Williams Duration 12 year labor and material warranty.

PROJECT XCELERATOR
BY MUNYAN PAINTING



Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243

Palma Sola Trace

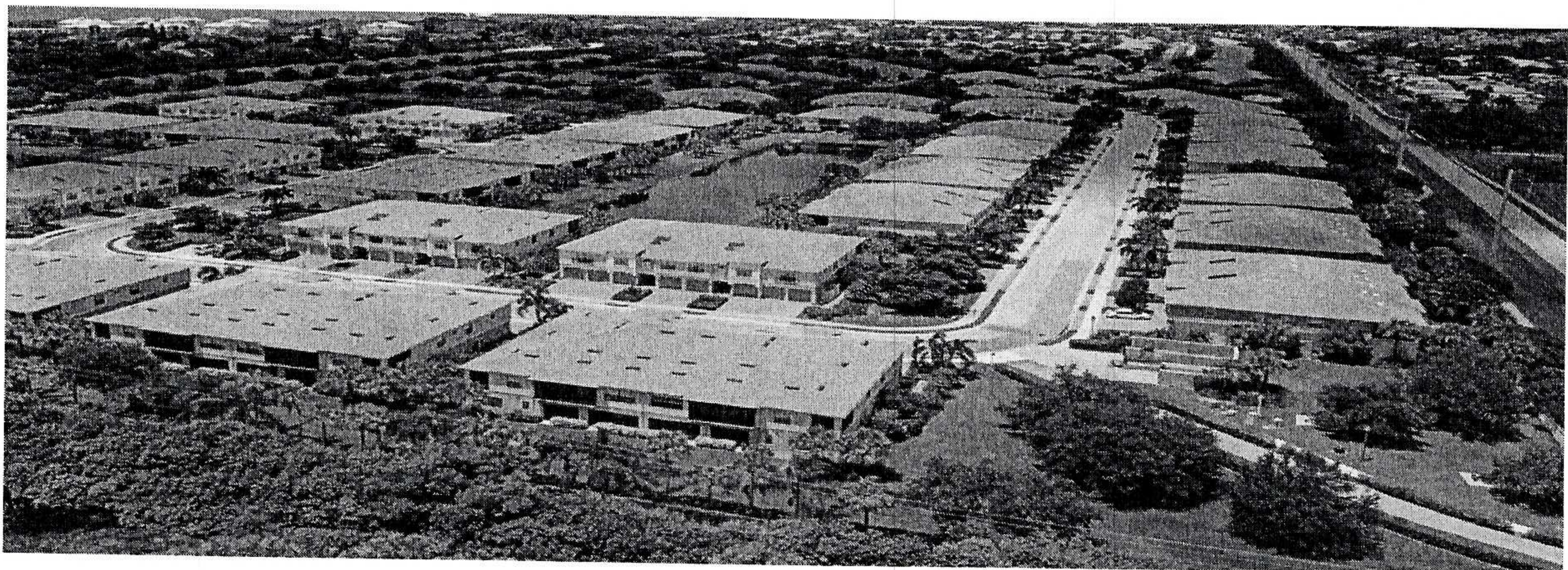
Construction Type:
Stucco over Masonry Condominium Buildings.

Challenge

272 unit Condominium Community.
Repaint, sealant removal and replacement and extensive stucco repair.

Solution:

Sealant removal and replacement to restore water tight envelope. Complete repaint to protect the building and keep it looking great.



Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243



REFERENCES

Vizcaya at Longboat Key

2355 Gulf of Mexico Drive, Long Boat Key, FL 35228
Steve Foster, 941-232-5137 / lbkvizcaya@gmail.com

Meridian At The Oaks Preserve

North Point Rd, Osprey, FL. 34229
Susan Brown, / +1 (941)-587-6410/ sbrown@accessdifference.com

Coach Homes I,II & IV at Riverstrand

7008 Grand Estuary Trail, Bradenton, FL. 34212
Dev Doyno, 941-518-8819 / Dev@drires.com

Palma Sola Trace

Overture Circle, Bradenton, FL. 34209
Ronda Veaghna, +1 (941)-348-2912/ rondaveaughn@troon.com

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243

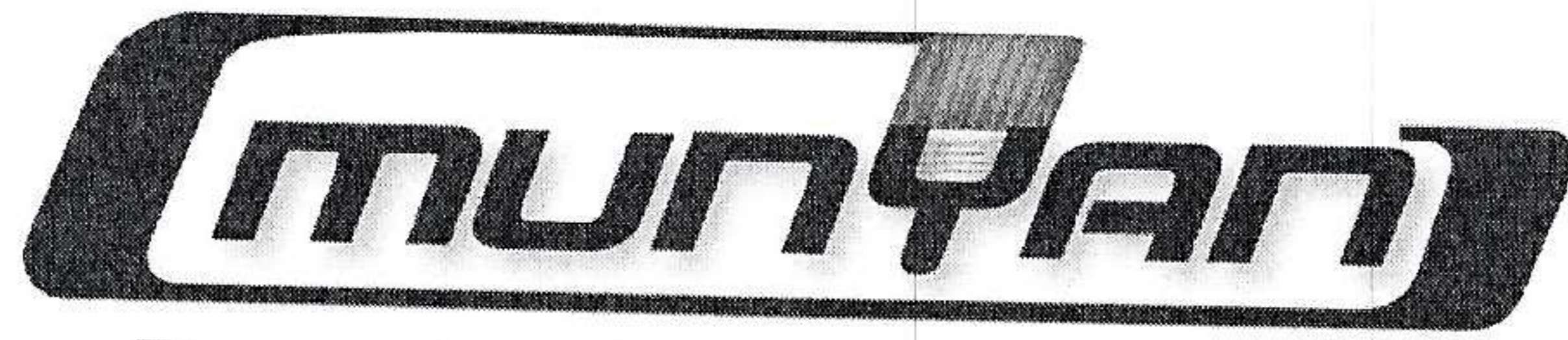


YOUR PROPOSAL

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com

2311 Whitfield Park Ave, Sarasota, FL 34243



Repaint. Restore. Renew.

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

Third Generation Painting & Waterproofing Company – Established 1951

May 12, 2025
Riverview Condominiums
1400 Barcarrota Boulevard West
Bradenton, FL. 34205

RE: Waterproofing of seven (7) walkway floors

1. **This contract** is between Riverview Condominiums (“Owner”) and William J. Munyan Painting of Sarasota, Inc. (“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 Riverview Condominiums.

2. **PAYMENT.**

For all services performed by contractor, Owner will pay Contractor the specific price of **(\$114,000.00) 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. 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.

Munyan Painting Services
941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

SCOPE OF WORK

Contractor shall furnish all labor, materials, supervision, coordination, and storage to complete, in a quality and workmanlike manner, the following waterproofing and coating services:

1. Walkway Floors (7 Total) – Waterproofing System

Surface Preparation:

- Remove and dispose of all existing carpet from the 7 walkway floors.
- Mechanically grind all floors to remove residual carpet glue and adhesive, ensuring a clean surface for coating adhesion.
- Scrub surfaces using H&C ConcreteReady® Cleaner Degreaser (1081108) with a soft bristle deck brush.
- Pressure clean using a minimum of 3000 PSI to remove cleaner residue.

Crack Repair and Detail Work:

1. Hairline Cracks:

- Chase using a 4" grinder to approximately ¼" deep. Blow out debris and apply Loxon™ H1 One Component Low Modulus Hybrid Sealant using backer rod or bond breaker to avoid 3-sided adhesion. Allow a minimum 2-hour cure time (longer if humid).

2. Cracks > 1/16" and Cold Joints:

- Follow the above procedure, then apply a base coat of ConFlex™ Flexible Concrete Waterproofer. While wet, embed BaseCrete Repair Mesh (MH-04045), smooth with a stainless-steel trowel, and apply a second coat to encapsulate the mesh.

3. Wall-to-Floor Cant Beads:

- Apply a ¼" cant bead of Loxon™ H1 Sealant at all 90° wall-to-floor junctions using backer rod or bond breaker tape.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

Coating System Application:**• Prime Coat:**

- Tuf Top Duraprime WB Multi-Surface Primer-Bonder (585-3882) at 2.5–4.0 mils wet (0.5–0.8 mils dft)
- Allow 2 hours dry time

• First Coat:

- Sherwin-Williams ConFlex™ Flexible Concrete Waterproofer Textured (CF15W0051 or CF15W0053) at 10–12 mils wet
- Allow 4 hours dry time

• Second Coat:

- Same ConFlex™ at 10–12 mils wet
- Allow 4 hours dry time

• Clear Coat:

- H&C® ClearProtect™ 2-Part Water-Based Polyurethane Gloss Finish (6509-23087 Part A / 6509-23105 Part B) at 4–6 mils wet

Exclusions:

- Repair of any unforeseen damage discovered after carpet removal

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

3. 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.

4. 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.

5. SECURITY.

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

11. 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 4000 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

12. 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.

Note: Any major repair will be the responsibility of the Owner such as stucco repairs, concrete restoration, asbestos testing, corner bead, etc. Please note any repairs can be completed through our restoration division who are Certified General Contractors.

13. CAULKING

1. All sealants will be inspected for any failing properties.

14. 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.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

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-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.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

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 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.

15. PAINT WARRANTY.

Munyan Painting Service., the Contractor and (NA) shall warranty for (NA) 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 warranted, 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.

16. 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.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

17. 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.
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.

18. 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%

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

24. 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 chargers, 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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."

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

- ❖ 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: Margaret Kennedy

Print Name _Margaret Kennedy, manager

President

AS TO CONTRACTOR: William J. Munyan Painting of Sarasota, Inc

By: Jack Munyan

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243

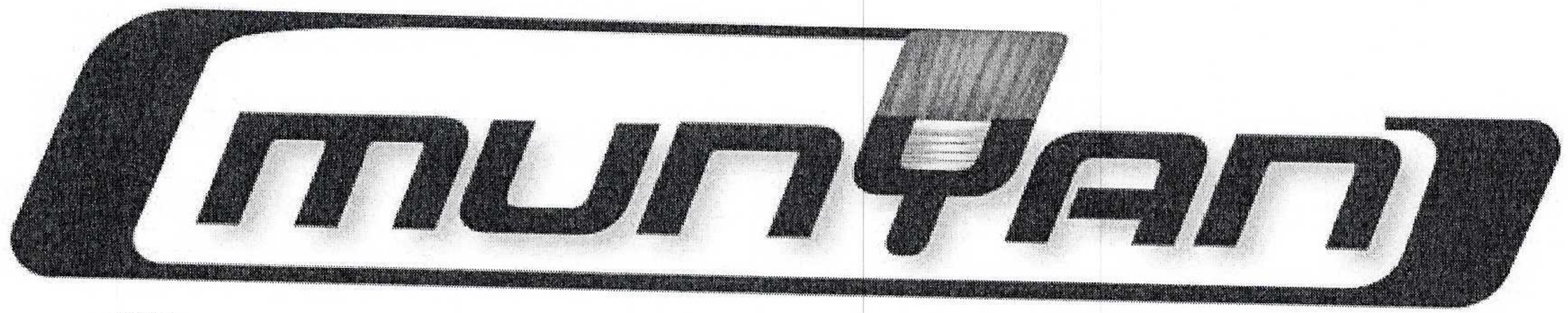
We thank you for this opportunity to submit our proposal for your painting and restoration project.

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.**

Munyan Painting Services

941-953-2500 www.MunyanPaintingServices.com 2311 Whitfield Park Ave, Sarasota, FL 34243



Repaint. Restore. Renew.