



Sunnyside Beach and Tennis Resort

22400 Front Beach Road

Panama City Beach, Florida 32413

Office 850-234-3385 Fax 850-236-1730

E-mail: ssbtpc@outlook.com

www.sunnysidebeachcondo.com

NOTICE OF BOARD OF DIRECTORS MEETING

DATE: 2-10-2022
TIME: CST 4:00 PM
PLACE: Zoom/Conference Call
AGENDA: Roll Call:
Proof of notice:

- Buildings 1 and 2- Discuss work and cost. Vote to move forward
- Roofs. Discuss proposals and vote on how to proceed
- Beach Services Contract-Discuss and Vote to continue
- Building and Grounds update:
 - Pool Re-surfacing
 - Grounds Contract
 - Dry wood termite treatment
 - Hydroscout
- Hiring of New Rental Manager

Posting: This notice has been posted on the community property and sent to owners in accordance with the bylaws and statutory requirements on 2-7-2022

Sunnyside Beach and Tennis Resort

Board of Directors Meeting

22400 Front Beach Road

Panama City Beach, FL 32413

February 10th, 2022

Meeting called to order. Notice of meeting properly noticed and sent to owners. In attendance were Paul Hinman, James Briscoe, Jon Cline, Brad Cole, and Mike Turner. Robert Young and Patt Lothar were not present.

Building 1 and 2- There was discussion. Paul started by giving a summary for completion of building one and building two start to finish. Robert and Brad went to Bob Klemen and Rivas Painting. We have previous work experience with both. Paul stated contractor Nove & Gloskey cost was \$74,215. All work totaled is \$86,608 which includes all of building two and back side of building one.

James Briscoe made the motion to move forward, due to the environment today we go with the proposal from Mr. Klemen and Rivas Painting. Due to the construction environment, we waive the motion made to obtain at least two proposals for a project.

Mike Turner 2nd the motion. Motion carried.

Amendment: Tammi added in 2018 the board adopted a guideline to have at least two bids for projects over \$10,000, but due to the covid environment and construction companies not available this motion is not possible.

Roofs: Paul discussed the different proposals. We have three proposals. The first one is from Tom Fuller for \$200 per unit totaling \$14,800. He would walk, inspect, and do the necessary repairs. Repairs to include sealing, extend all the plumbing pipes as necessary, and check and seal under the windows. No charge for any follow ups. Bel Mac roofing was another proposal of a 3-year maintenance agreement at \$4750 per year does not include the repairs. MK Weber was the other proposal. They would do inspection for \$3500 and report deficiencies for a total of \$14700. No repairs are included. There was discussion.

Jon Cline made the motion to accept the proposal from Tom Fuller and perform the preventative maintenance program at a cost of \$14,800 and to table discussion on the engineer until the July meeting.

James Briscoe 2nd the motion. Motion carried.

Beach Services: Tammi stated they will be making more beach chairs and giving us \$3,000 in commission versus \$2,000 last year. There was discussion.

Jon Cline made the motion not to accept the Beach Contract. Jon withdrew his motion.

Mike Turner made the motion to move forward with the Beach Service contract and ask the owners at the annual meeting if they want to continue the beach service. Jon Cline second the motion. Motion carried.

*If we do not obtain a beach service people can still rent from whoever they want to. The Beach Front along the water does not belong to Sunnyside. *

Pool Repairs-Paul stated Currently we are waiting for the contractor. We did include a 5-year warranty. The CPC contractor he has been using is not available. He has another guy he is trying to get. He is ready to begin the pool repair the week of February 21st if all goes well.

Grounds Contract: We have signed a three-year contract with our current contractor Pro Landscapes.

Dry wood Termites: The units have been treated.

Hydro Scout- All units have been hydro jetted. The main line is half-way complete.

Rental Manager: Tammi stated it has been extremely difficult to find someone. I currently have a young lady starting on February 21st after my vacation.

Mike Turner made the motion to adjourn. Meeting adjourned at 5:10 pm.

Minutes prepared by Tammi Link- Community Association Manager

Buildings 1 & 2
Siding & Painting Cost Summary
 2/9/2022

Contractor	Work Description	Cost
Klemen	Building 2 siding and trim replacment	\$ 43,800.00
Rivas	Building 2 - Stucco Repair	\$ 3,780.00
Rivas	Building 1 - Painting Courtyard side	\$ 7,650.00
Rivas	Building 2 - Prep and Painting entire building	\$ 31,378.00
Total		\$ 86,608.00
Point of Reference:		
Nove & Glosky 2020 price for Building 2		
	Paint	\$ 26,068.00
	Siding	\$ 48,147.00
	<u>Total</u>	<u>\$ 74,215.00</u>

Sunnyside
 Roof Evaluation/Repair Proposals Summary

2/9/2022

Contractor/Engineer	Description of work	Cost	
Tom Fuller	\$200/Unit to include - Walk & inspect 74 units Seal & Extend plumbing pipes Check and Seal along fire wall Check and seal under and over windows Check and seal around exhaust vents No charge for any needed follow ups/complaints	\$ 200.00	\$ 14,800.00
Bel-Mac Roofing	3-Year Maintenance Agreement Annual Inspection \$4,750/Year. Repairs done on Time and Material basis. Includes 24-48 hour response time for leak calls.	\$ 4,750.00	\$ 14,250.00
MK Weber Engineering	Inspections Report Repair Drawings Total	\$ 3,500.00	
		\$ 3,500.00	
		\$ 7,700.00	
			\$ 14,700.00
	Optional Services:		
	Bid Phase		\$ 5,000.00
	Project Mangagement, per inspection	\$ 500.00	



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O PTIMIZE
M' AINTENANCE
S ERVICES

**MAINTENANCE, REPAIRS,
 CARPENTRY, PLUMBING & FLOORING**

LICENSED AND INSURED
 LLC# L20000088305

TOM FULLER
850.775.7266

TOMSPUNCHLIST@GMAIL.COM

ESTIMATE RECEIPT

#0211

Customer Name Sunny Side Roof Date 1-26-22

Qty.	Description	Amount
	Walk + Inspect 74 Unit's	
	Courtyard + Street side	
	Seal + Expand Plumbing Pipes	
	Check + Seal along fire walls	
	Check + Seal under + over Windows	
	Check + Seal around exhaust Vents	
	Re Walk underneath after	
	completion of job. "NO charge"	
	Material + Labor 200.00	
	per unit.	200.00

PAYMENT METHOD
 Cash
 Credit Card # _____
 Check # _____

* Any complaints I'll check
 Free of charge

Subtotal \$ Per Unit
 Tax \$
 Deposit \$
 Amount Due \$

Thank you for your business!



BEL-MAC

R O O F I N G

INC

Roof Maintenance Program Contract

Sunnyside Beach & Tennis Resort
22400 Front Beach Rd.
Panama City, FL 32413



Santa Rosa Beach
122-3 Bishop Tolbert Road
Santa Rosa Beach, FL 32459
(850) 267-0900 Office
(850) 267-0903 Fax

Pensacola
3210 Godwin Lane
Pensacola, FL, 32526
(850) 407-5060 Office

State Cert. # CC C057617
www.bel-macroofing.com

ROOF MAINTENANCE AND SERVICE AGREEMENT

Owner: Sunnyside Beach & Tennis Resort
Project: Roof Repairs as Needed
Contact: Paul Hinman, President
Email: Paul@PGHinman.com
Phone Number: 706-464-1148
Maintenance Contact: Lloyd McGriff 850-234-3385

Contractor: Bel-Mac Roofing Inc.

The Owner and Contractor agree that:

This Agreement consists of this contract, contract conditions and Exhibit A (roof inspection report). This Agreement represents the entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement also represents a 3 year contract beginning the 1st day of February, 2022 for the following, to include all 10 buildings:

- A (3) year maintenance contract and inspection program to be conducted on a yearly basis.
- A detailed annual Maintenance Inspection Survey (See Attachment A).
- A 24-48 hour response to leak calls for facility.

Emergency Response Program

- Sunnyside Beach & Tennis Resort will be a top priority when in need of emergency repairs stemming from natural disasters such as tornados, hurricanes, and severe weather
- A Bel-Mac Estimator will arrive to assess damages and provide cost associated with repairs
- Mobilization of crews, equipment, and materials will begin and temporary and/or permanent dry-in repairs will be performed upon authorization by facility representatives of the estimate provided by a Bel-Mac estimator

Contractor shall execute the Work described in the Contract Documents, except where indicated in the Contract Documents to be the responsibility of others. If Owner terminates Contractor or suspends the Project, then Owner shall pay for all materials already ordered and costs incurred and costs of demobilization plus 10%. If Contractor's performance is delayed, hindered, or prevented by any act of God, natural catastrophe, extreme weather, strike, war, terrorist act, riot, fire, casualty, unusual delay in procurement, transportation or shipment of materials, or any cause beyond Contractor's control, then the Contract Sum shall be equitably adjusted.

Owner shall pay Contractor the Contract Sum of **\$4750.00** per year, due 15 days from receipt of invoice. Amounts overdue shall bear interest at 1.5% per month. If Owner does not pay Contractor within 15 days, then Contractor may, upon 3 days written notice, stop Work until all amounts owed have been paid including the Contractor's shut-down, delay and start-up costs. If the Work is stopped for 30 days because Owner has failed to fulfill the Owner's obligations, Contractor may, upon 3 days written notice, terminate this Agreement and Owner shall pay for all work performed plus for all materials already ordered, all amounts incurred, and costs of shutdown plus 10% for overhead.

When requested by Contractor, Owner shall furnish in writing to Contractor at no expense to Contractor a) information that financial arrangements have been made to fulfill the Owner's obligations under this Contract; b) statements of record legal title for the Project property and Owner's interest therein as of this Agreement's date and within 5 days after any change in such information c) all information necessary for Contractor to evaluate and preserve construction lien rights d) surveys for the Project's boundary, as-built conditions, describing physical characteristics, legal limitations and utility locations and legal description e)# of copies if applicable copies of all Design Documents f) all approvals, easements and assessments required for construction, use or occupancy of the Project g) property insurance in the amount of the Contract Price (including changes) on a replacement cost basis without voluntary deductibles until final payment is made.

Mediation is a condition precedent to arbitration or lawsuit. All claims between Owner and Contractor shall be decided, at the Contractor's election, by arbitration, otherwise the sole and exclusive forum for any claims between Owner and Contractor shall be in the state courts of Florida Walton County. Contractor is entitled to all attorneys' fees and costs incurred to collect any amounts due under this Agreement. Owner shall indemnify and defend Contractor from all claims or damages including attorneys' fees, arising out of the Project alleged to be arising from asbestos, any hazardous materials or any error or omission of the Owner's designers. As to all acts or omissions of the Contractor, all applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of the Contractor's final invoice. Owner waives all consequential and delay damages and jury trial. Contractor's liability shall be limited to the Contract Sum, or to the extent covered by the Contractor's insurance, the Contractor's general liability insurance limits. Contractor

warrants its work and materials to be free of defects in workmanship for 1 year from the date of Contractor's final invoice conditioned upon final payment. This warranty is solely for the work completed by Bel-Mac Roofing, Inc. and does not include a full systems warranty unless expressly written and offered to the Owners. The warranty also does not include temporary repairs which may be requested due to funding or other Owners related decisions for roof repair work.

The Warranty provided herein is given in lieu of all other warranties express or implied including warranties of merchantability and fitness for a particular purpose, is the Contractor's sole warranty and obligation, and is conditioned on the Owner's periodic, routine maintenance. As a condition precedent to each warranty claim, Owner shall send written notice to Contractor within 3 business days after any defective condition arises.

Authorized Agent/Owner: _____

Contractor: Bel-Mac Roofing, Inc.

By: _____

By: _____

Signature

Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

EXHIBIT A
ROOF MAINTENANCE INSPECTION REPORT

Facility Name:		Job#	
Address:			
Contact:		Fax:	
Phone:			
E-mail:			
Inspection Date:			
Survey Action Guide			
Each item on roof inspection checklist will receive an action code. This code is intended to inform the owner of each condition			
0-Not applicable			
1-Good condition, no work needed			
2-Potential problem, review with owner.			
3-Temporary repair required.			
4. Permanent repair needed.			
I. Structure inspection (visual only)		III. Roof covering conditions	
<input type="checkbox"/>	Interior parapet wall condition	<input type="checkbox"/>	Blistering
<input type="checkbox"/>	Exterior wall condition	<input type="checkbox"/>	Shrinkage
<input type="checkbox"/>	Window	<input type="checkbox"/>	Ridging
<input type="checkbox"/>	Penthouse walls and roof entrance doors/frames	<input type="checkbox"/>	Adhesion of membrane
<input type="checkbox"/>	Roof Deck general condition	<input type="checkbox"/>	Fish mouths
<input type="checkbox"/>	Masonry coping joints	<input type="checkbox"/>	Punctures
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Open laps
		<input type="checkbox"/>	Splits in membrane
		<input type="checkbox"/>	Asphalt deterioration @ laps
		<input type="checkbox"/>	Coating condition
		<input type="checkbox"/>	Bare spots in gravel
		<input type="checkbox"/>	Ballast condition
		<input type="checkbox"/>	Walkway condition
		<input type="checkbox"/>	Granular loss
		<input type="checkbox"/>	Base flashing condition
		<input type="checkbox"/>	Insulation Attachment
		<input type="checkbox"/>	Fastener condition
		<input type="checkbox"/>	Other:
II. General Roof Conditions		VI. Mechanical equipment (visual only)	
<input type="checkbox"/>	Debris on roof	<input type="checkbox"/>	HVAC ductwork shroud condition
<input type="checkbox"/>	Physical damage	<input type="checkbox"/>	HVAC gooseneck vent condition
<input type="checkbox"/>	Roof drains and baskets	<input type="checkbox"/>	Mechanical equipment housing
<input type="checkbox"/>	General drainage (Ponding water)	<input type="checkbox"/>	Mechanical unit curbs/stands
<input type="checkbox"/>	Alterations from previous inspections	<input type="checkbox"/>	Pipe/line supports & attachment
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Grease trap conditions/fill
		<input type="checkbox"/>	HVAC condensation line attachment
		<input type="checkbox"/>	HVAC condensation line discharge
		<input type="checkbox"/>	Equipment oil discharge (if any)
		<input type="checkbox"/>	Power vent attachment
		<input type="checkbox"/>	Power vent flashing and seams
		<input type="checkbox"/>	Lightning rod condition
		<input type="checkbox"/>	Lightning protection line condition
		<input type="checkbox"/>	Lightning protection line attachment
		<input type="checkbox"/>	Lightning protection plate attachment
		<input type="checkbox"/>	Roof access hatch condition
		<input type="checkbox"/>	Other:
IV. Metal counterflashing			
<input type="checkbox"/>	Coping Cap condition		
<input type="checkbox"/>	Coping Cap/cover plate joints		
<input type="checkbox"/>	Coping Cap attachment		
<input type="checkbox"/>	WCF condition		
<input type="checkbox"/>	WCF joints		
<input type="checkbox"/>	WCF attachment		
<input type="checkbox"/>	Facial/Eave metal condition		
<input type="checkbox"/>	Facial/Eave metal joints		
<input type="checkbox"/>	Facial/Eave metal attachment		
<input type="checkbox"/>	Expansion joint condition		
<input type="checkbox"/>	Expansion joint seams		
<input type="checkbox"/>	Expansion joint attachments		
<input type="checkbox"/>	Expansion joint punctures		
<input type="checkbox"/>	Fastener condition for metal		
<input type="checkbox"/>	Caulking @ metal joints		
<input type="checkbox"/>	Caulking @ T-Bar		
<input type="checkbox"/>	Other:		

V. Roof penetrations		VII. Miscellaneous	
<input type="checkbox"/>	Pitch pan attachment	<input type="checkbox"/>	Foliage/leaves on roof surface
<input type="checkbox"/>	Pitch pan fill	<input type="checkbox"/>	Detrimental environment to roof cover
<input type="checkbox"/>	Vent stack attachment	<input type="checkbox"/>	Grease trap maintenance
<input type="checkbox"/>	Vent stack seams	<input type="checkbox"/>	Grease trap needed
<input type="checkbox"/>	Pipe collar seals	<input type="checkbox"/>	Protection pads needed
<input type="checkbox"/>	Pipe collar attachment	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Lead soil stacks		
<input type="checkbox"/>	Pre-molded soil stacks		
<input type="checkbox"/>	Pre-molded soil stack flushing		
<input type="checkbox"/>	Pipe wrap membrane condition		
<input type="checkbox"/>	Pipe wraps (form a clamp and caulking conditions)		
<input type="checkbox"/>	Hot stack flashing and seams		
<input type="checkbox"/>	Other:		
General Notes and Summary of Work Completed and Materials Used			
Temporary Repairs Completed			
Roofing Inspector Signature		Date	



BEL-MAC **R O O F I N G** INC

Proposal Submitted To: Sunnyside Beach & Tennis Resort

Date: 02/02/2022

Phone: (706) 464-1148

E-Mail/Fax: Paul@PGHinman.com

Billing Address: 22400 Front Beach Road

Job Name: Roof Repair Quote

Panama City

FL

32413

Job Address: 22400 Front Beach Road

Panama City

Scope of Work

To investigate and repair any reported problems with roof.

Submitted By: Travis Bell
Bel-Mac Roofing Inc
122-3 Bishop Tolbert Rd
Santa Rosa Beach, FL 32459
(850) 267-0900 Office (850) 267-0903 Fax
Website: Bel-MacRoofing.com
State Certification # CC C057617

Everything contained herein and/or attached is the sole property of Bel-Mac Roofing, Inc., including but not limited to engineering, manufacturing, quantities, sizing of materials, applications and pricing, until project is awarded to Bel-Mac Roofing, Inc

- **Conditions and Exclusions**

- Both parties understand the above scope of work is a roof repair and acknowledge that additional work may be required if anomalies are found when roof materials are removed. In this event, Bel-Mac Roofing, Inc. will notify the owner of additional work needed and provide the owner with a price to complete such work any additional work authorization will be submitted for owner to sign.
- Any refundable deposits required by Homeowner Associations that Bel-Mac pays for, will be added to price of contract and refunded to owner, once Association refunds the money to Bel-Mac.
- Owners/Management Companies are responsible for getting any Association approvals, provide Rules and Regulations, etc. upon contract signing/approval.
- Anything not specifically listed in the scope of work section above.

Repairs will be charged on a time and material basis as follow:

- Foreman = \$ 118 per man hour
- Journeyman = \$ 108 per man hour
- Materials = Material cost + 25% overhead + 15% profit
- Equipment Rental= Equipment Cost + 25% overhead
- Trip Charge: \$ 250 (charged one time per job)
- Not to Exceed: \$ 1500

Payment to be made as follows: Due Upon Receipt of Invoice

We now accept Credit Cards for payment for your convenience, with a 2.5% processing fee, ACH or Personal Check. Payment is due within 5 days after the transmission of the invoice, which may be via email. Payment shall not be contingent upon the Owner's receipt of funds from another person such as a lender or insurance company. Bel-Mac shall be entitled to the maximum amount of interest allowed under Florida Law (18%) on any unpaid balance due past the 5 day allowance after receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once contract is sign by Owner or accepted via email, it is a bound agreement. Any cancellation of agreement will be subject to fees of preordered materials and estimating time. If work has started and has been stopped due to additional work being needed, Owner will be responsible for any work performed up to that date, on a time and material basis.

Note: This proposal may be withdrawn by us if not accepted within 30days.

Authorized Agent/Owner: _____ Contractor: Bel-Mac Roofing, Inc.

Address: 22400 Front Beach Road, Panama City, FL 32413

By: _____

By: _____

Signature

Signature

Sunnyside Beach & Tennis Resort

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

EXHIBIT A

Bel-Mac Roofing, Inc.

LIMITED WARRANTY

Project: 22400 Front Beach Road, Panama City, FL 32413

Final Installation/Repair Date: 02/02/2022

Warranty Owner: Sunnyside Beach & Tennis Resort

Bel-Mac Roofing, Inc. ("Bel-Mac") warrants its work and the materials that Bel-Mac supplies for 1 year from the Final Installation Date from failure caused by Bel-Mac's defective work or materials.

Warranty Conditions:

- Bel-Mac must be paid in full for its work in order for this limited warranty to become effective.
- The warranty only applies to work performed by Bel-Mac.
- To the maximum extent provided by law, this warranty does not extend to any person except the Warranty Owner and is not transferable unless expressly agreed to in writing by Bel-Mac.
- The warranty does not apply to the following:
 - Consumable items including but not limited to, *etc.*;
 - Items that are subject to normal wear and tear, including but not limited to panels, *etc.*;
 - Items that require periodic assessment, maintenance or replacement, including but not limited to paint, caulking, weather seals, *etc.*;
 - Failures caused by accident, intention to damage, misuse, abuse, vandalism, improper or omitted maintenance, neglect, improper adjustment, modifications, alterations, building settling, failure of other building components or systems, overloading, failure to follow operating instructions or acts of God.
- Bel-Mac disclaims liability for any personal injury, property damage and all consequential damages that may result from any alleged failure or operation of Bel-Mac's work or materials.
- This warranty does not apply to any expenses or damages, including incidental or consequential damages, which may include, but are not limited to lost profits or lost rent.

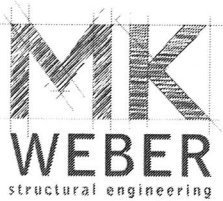
Warranty Disclaimer: *There are no warranties other than as stated in this document and there are no warranties of merchantability.*

Notice of Warranty Claim: As a condition precedent to maintaining any warranty claim, the Warranty Owner **must provide written notice** of any warranty claims no later than thirty (30) days after the alleged warranty breach or any circumstance that may be covered by this warranty occurs, to Bel-Mac, 122-3 Bishop Tolbert Road, Santa Rosa Beach, Florida 32459, Florida.

Bel-Mac shall have 30 days from its receipt of any such notice to cure. Bel-Mac may repair or replace any Work or parts, at Bel-Mac's sole option. Further, as a prerequisite element of stating a cause of action or claim against Bel-Mac, the Warranty Owner must, as a term of this warranty and an element of any claim against Bel-Mac, show that any alleged breach of warranty occurred during the warranty period and that written notice of such breach was provided to Bel-Mac within 30 days of such alleged breach.

Limitation of Liability: In the event that Bel-Mac fails to cure or opts, in Bel-Mac's sole discretion, not to seek to cure, Bel-Mac may satisfy its sole and complete obligations to the Warranty Owner by paying the Warranty Owner an amount equal to the contract price. This payment is the exclusive remedy provided to the Warranty Owner. Bel-Mac shall have no other liability to the Warranty Owner whether in contract, warranty, tort or otherwise arising from or related to this Warranty, Bel-Mac's Work, or the Project.

All causes of action pertaining to acts or failures to act or failure of Bel-Mac's work or products furnished by Bel-Mac to perform shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the Final Installation Date even if such failures are caused by a latent defect.



22038_Sunnyside Resort_Contract
MK Weber Engineering, LLC
3200 W. 23rd Street, Panama City, FL 32405
850-640-4298

Project Name: Sunnyside Resort

Project Type: Inspection, Report, Repairs Drawings

MK Weber Project #: 22038

Contract Issue Date: February 2, 2022

Client(s) Name: Sunnyside Resort Owner's Association

Project Address: 22400 Front Beach Road, Panama City Beach, FL

Project County: Bay

Consulting Engineer: Michael K. Weber, PE

Project Manager: TBD

Price

MK Weber Engineering will provide the services outlined in this contract, apart from any incurred fees which are defined and explained in the Contractual Obligation section of this contract, for the following price.

Inspections: \$3,500

Report: \$3,500

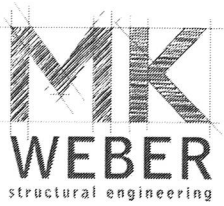
Repair Drawings: \$7,700

Total Project Cost: \$14,700 (50% due when signing)

Optional Services (addendum will apply)

Bid Phase Services: \$5,000

Project Management: \$500/inspection



I. Definitions

- For the purpose of this contract, the person(s) signing and accepting full responsibility for the contents of this contract shall herein be referred to as *the client(s)*. For the purpose of this contract, the job that this contract pertains to will herein be referred to as *the project*.

II. Scope of Work

A. Inspection and Report

- Visual evaluation, possibly utilizing a drone, of roofs for all (10) buildings, focusing on shingles and flashing from walls to roof due to water intrusion issues
- Photos and notes taken at inspection.
- Report to include photos, observations, and recommendations

B. Repair Drawings

- Roof sealing details
- Roof flashing details
- Roof sealing and flashing specifications (products, etc.)

C. Bid Phase Services (only if addendum for these services is signed)

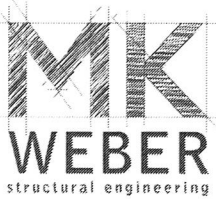
- Develop bid documents for board approval
- Assist board with contractor bids:
 - Conduct pre-bid meeting
 - Contractor on site walk-through day (if needed) prior to bidding
 - Collect a total of three (3) bids from three (3) separate contractors
 - Evaluation of all bids with board and recommendation on bid award
 - Review and approve contractor's schedule

D. Project Management (only if addendum for these services is signed)

- Site visits/inspections must be ordered through office manager by either contractor or board representative.
- Payment for each inspection is due when ordering.
- Inspections must be ordered while work is being performed and in the event of any structural concerns during the work in order to provide a final certification letter when repair work is completed
- It is recommended to order a site visit prior to construction starting to go over scope with chosen contractor

E. Pay Requests/Pay Release (only if addendum for these services is signed)

- MK Weber Engineering will be the only authorized party to approve pay requests to the contractor of record for *the project*.
- MK Weber Engineering will provide its own pay request form for the contractor of record to use and this form must be signed by the following parties in order for it to be considered executed:
 - i. MK Weber Engineering's project manager of record



- ii. Contractor of record
- iii. Present of the Board of Directors/Owners Association
- Pay requests will not be approved until all deficiencies (if any) have been fixed.
- If *the client(s)* approves pay requests and provides payment to the contractor of record without MK Weber Engineering's approval of work, MK Weber will not be held liable and may not be able to provide a final approval letter to *the client(s)* upon completion of the work.

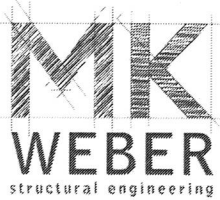
F. Change-Orders/Addendums

- In the event of changes in the scope of work between the contractor of record and *the client(s)* as it relates to *the project* and this original contract, the contractor of record must provide a change-order form detailing the proposed new work to be performed, with details of the work schedule and an itemization of all charges to be incurred.
- Any change-orders agreed upon by the contractor and *the client(s)* are outside of the scope of work of this contract and must be approved with an addendum to this contract, signed by both *the client(s)* and MK Weber Engineering.
- Additional fees will apply to all addendums.

G. Final Inspection (only if addendum for these services is signed)

- MK Weber will provide a final inspection to certify the work is completed and in accordance with the contract documents that are associated with this contract and any of its change-orders at the commencement of *the project*.
- It is the responsibility of the contractor/development company to order this inspection at the appropriate time.
- MK Weber can only certify the structural aspects of *the project(s)*, which includes the door replacement contemplated hereby. Any mechanical, plumbing, or electrical aspects of the project cannot be certified by MK Weber.
- A final approval letter will be provided by the Senior Engineer to *the client(s)* at project completion if all work was performed and all deficiencies (if any) were addressed.

(Next: Contract Terms)



III. Contract Terms

A. Financial Responsibility

The client(s) accepts full financial responsibility for *the project* that this contract pertains to in its entirety, including but not limited to the scope of work, contractual price, and any and all fees that are incurred by MK Weber Engineering during the duration of *the project* which will include, but will not be limited to, surveys, soil borings, storm water design, etc. *The client(s)* accepts that the contracted hours included in the cost of *the project* that this contract pertains to are the set number of hours that MK Weber Engineering employees have allotted to spend on *the project*. For the purpose of this contract, hours are defined as any time any MK Weber Engineering employee spends on *the project*, including, but not limited to drafting, engineering, consultations, and all meetings that have any relation to *the project*. MK Weber automatically allots a specific number maximum number of hours to a project which include drafting, client communication, revisions, engineering, and review. *The client(s)* agrees that if these allotted contractual hours are exceeded at any time and for any reason during the duration of *the project*, they will be fully financially responsible for the fees that are incurred for these extra hours and will be required to pay these fees in their entirety upon the completion of the project and before MK Weber Engineering releases any and all work related to *the project* to either *the client(s)* or any contractor or sub-contractor related to *the project*. For a list of fees that will be billed to the client(s) for all hours exceeding their contractual amount, please see *Additional Professional Services*.

B. Expiration

All terms and conditions of this contract will expire thirty (30) days from the date of issuance to *the client(s)* if not signed within the thirty (30) days. The date of issuance can be found on the cover page of this contract.

C. Cancellation

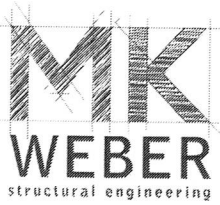
In the event that *the client(s)* cancels *the project*, the client(s) will be fully financial responsible for all work performed by MK Weber up until termination. The deposit that is paid to MK Weber Engineering for *the project* is non-refundable and will be forfeited by *the client(s)* if *the project* is cancelled at any time.

D. Assumptions and Key Understandings

MK Weber Engineering will provide *the client(s)* with project management services. Construction related services are not included. A change in scope of work will be subject to an addendum to this contract with a change in price. This contract does not include landscape architecture and soil borings. This contract does not include stormwater design.

E. Insurance

MK Weber carries professional liability insurance of \$1,000,000 and general liability insurance of \$1,000,000.



F. Disclaimer

All information related to *the project* including, but not limited to documents, plans, sketches, notes, and reports are not permitted to be used by *the client(s)* for any other purpose other than *the project*. The sharing of all such information related to *the project* by the client(s) for professional use is prohibited, unless otherwise agreed upon in a signed document by MK Weber Engineering. MK Weber Engineering is not responsible for providing inspections during or after the construction process of *the project* unless otherwise stated in this contract.

*Note: MK Weber hereby approves of all information, reports, and any such documents or data that stem from the scope of work in this contract for use by *the client(s)* to provide to its insurance company and any contractor that it may hire.

G. Contingency

This contract, for the entirety of *the project(s)*, is contingent on *the client(s)* following all terms and conditions set forth. MK Weber reserves the right to cancel this contract at any time if *the client(s)* fails to follow all terms and conditions.

H. Hourly Rate

Project Manager: \$125/hr

Senior Structural Engineer: \$175/hr

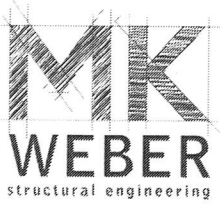
Structural Engineer: \$150/hr

Senior Draftsman: \$75/hr

Draftsman: \$60/hr

Clerical: \$50/hr

(Next: Signature Page)



22038_Sunnyside Resort_Contract
MK Weber Engineering, LLC
3200 W. 23rd Street, Panama City, FL 32405
850-640-4298

I. Final Words

If the terms of this contract are agreeable to you, please sign and return this contract with your deposit within thirty days. MK Weber Engineering appreciates your business. We look forward to working with you.

I hereby accept the terms set forth in this contract. The effective date of this contract is February 2, 2022 and the expiration date, if not signed, is March 2, 2022; thirty days from the effective date. By signing this contract, *the client(s)* agree that this contract supersedes all other verbal agreements that may have previously been discussed.

Date

Date

Client 1 Signature

Client 2 Signature *(if applicable)*

Client 1 Printed Name

Client 2 Printed Name *(if applicable)*



License CGC-033048
306 Walton Rose Ln
Inlet Beach, FL 32461
Phone (850) 832-3949
bobklemen@gmail.com

Statement October 1, 2020

For Work Performed at:

Sunnyside Beach and Tennis Club
22400 Front Beach Rd.
Panama City Beach, FL 32413

Description	Quantity	Amount	Charges
Repairs to Building One			
Original contract amount			\$25,350.00
Payment to start Check #1039 8/19/2020			-\$5,000.00
Extra charges:			
Unit # 5: Repair wood beam			
Unit #6: Remove siding to studs, plywood exterior			
Unit #7: Repair decayed wood below window			
Miscellaneous decayed wood removal			
Replace soffit vents on all units			
Supply four drier vents			\$4,560.00
		Total Amount Due	\$24,910.00

Thank you,

Robert Klemen Construction, Inc



License CGC-033048
306 Walton Rose Ln
Inlet Beach, FL 32461
Phone (850) 832-3949
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Robert Klemen Construction, Inc