



## CORPORATE OFFICE

1919 North Dixie Freeway  
New Smyrna Beach, FL 32168  
386-777-7663  
855-453-0656

November 15, 2024

**Project Name:** The Bahamian Club  
**Attention:** Danielle  
**Property Address:** 4150 S Atlantic Ave, New Smyrna Beach, FL

Reference: New TPO Roof System for Twenty-Seven HOA buildings, Office & Pool House

Sun Coast Roofing Services is pleased to offer for your consideration the following proposal for the above-mentioned building.

1. Safety of the project is paramount; we will need to do the following:
  - A. Rope off areas where work is taking place daily.
  - B. We may need to have a staging area for all the material when it is delivered.
  - C. Coverings will be used to cover up mansard roofs during removal.
  - D. Heavy equipment will be needed to load roofing materials.
2. Superintendent to be on the job every day to manage the day-to-day operations of the work.
  - A. Superintendent to work with homeowners daily to go over work schedule.
3. Remove all existing gutters and downspouts.
4. Remove existing roofing materials all the way down to the roof deck.
  - A. Remove and reset all stainless-steel vents.
5. Remove and replace any and all damaged lumber at no additional charge.
6. Air Conditioning work to be done
  - A. Pictures will be taken of all HVAC units before any work is to be done so that all parties are understanding of the current conditions of these units before any manipulations begin
  - B. Remove all existing Air conditioning shrouds.
  - C. Fabricate and install new curbs at roof deck where needed as per code
  - D. Remove and relocate Air Conditioning conduit
  - E. Remove and reset electrical disconnect
  - F. Replace electrical disconnect where necessary as per code
  - G. Install new hurricane stand and attach to concrete deck where necessary
  - H. Fabricate new Air Conditioning shrouds and install
  - I. Seal all shrouds to existing units and make code compliant

### TAMPA BAY AREA

9507 State Road 52  
Hudson, FL 34669

813-867-7050

### SPACE COAST

1445 W New Haven Ave, Ste 200  
West Melbourne, FL 32904

321-749-7663

### SOUTHWEST

11338 Bonita Beach Rd, Ste 100  
Bonita Springs, FL 34135

239-319-0824

### CENTRAL FLORIDA

531 Dog Track Road  
Longwood, FL 32705

407-322-2925

State License Number: CCC1329155

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7. Install new GAF – 3” Poly Iso Board to entire roof deck
  - A. Board to be fully adhered to existing roof system as per code.
  - B. Install new 1/8” tapered insulation kit to create positive drainage off roof
  - C. Tapered insulation board to be fully adhered to 3” ISO Board
8. Install new .032 Aluminum Clad metal around perimeter of buildings.
  - A. This will provide a welded seal along the perimeter of the building.
9. Install GAF 60 mil – TPO directly to GAF – Insulation Board
  - A. TPO to be fully adhered to the insulation board.
  - B. Install new TPO plumbing stack flashings.
  - C. Install new TPO Pitch pockets at all leg stands for HVAC units.
10. Wind mitigation to be done for each unit upon completion.
  - A. Wind mitigation may help decrease property insurance for condo association.
11. Install new aluminum gutters and downspouts.
  - A. Estimate to cover all 27 buildings, clubhouse and office
12. Sun Coast Roofing Warranty
  - A. Labor 5 year on installation and workmanship
13. GAF Diamond Pledge Warranty to cover:
  - A. 20 No Dollar Limit Warranty (NDL)
14. Daily ground and surface clean up
15. Dumpsters are included in this proposal, for contractors only.

During the construction process the possibility of water entering your building may occur. Sun Coast Roofing Services will make every effort to prevent this from occurring.

**TOTAL PROJECT COST: \$2,208,155.00**

Sun Coast Roofing, Rick Tauscher

Date 10-17-2024

Accepting Purchaser 

Date 11/15/2024

\*\*\*Draw schedule to be determined and approved by both parties after approval of reroofing contract.

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### RE-ROOFING BREAKDOWN


ROOFING BID – WITH TAPERED INSULATION KIT	\$1,479,810.00
ADD AN ADDITONAL 1.5” OF INSULATION TO THE BASE (3” TOTAL)	\$79,500.00
UPGRADE TO 20 YEAR NDL	NO CHARGE
GUTTERS AND DOWNSPOUTS FOR ALL BUILDINGS	\$195,550.00
HVAC – SHROUDS AND HURRICANE STANDS	\$453,295.00

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### TERMS AND CONDITIONS

Sun Coast Roofing Services, Inc. shall provide only those services specifically described herein. The term "Services" as described herein expressly excludes any and all Services not specifically described in this Agreement or the scope of work which is incorporated herein by reference. Sun Coast Roofing Services shall not be liable for nonperformance of the Services hereunder due to circumstances beyond its knowledge or control, including but not limited to pre-existing conditions and hidden characteristics of the premises. **SUN COAST ROOFING SERVICES EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING OR HIDDEN CONDITIONS KNOWN OR UNKNOWN** and Customer agrees to remain responsible and liable for all effects of and costs necessary to correct such pre-existing or hidden conditions. In the event that a party other than Sun Coast Roofing Services makes corrections or repairs while Sun Coast Roofing Services is performing its work, Sun Coast Roofing Services shall be entitled to stop work and Customer agrees to pay Sun Coast Roofing Services for the percentage of the work completed by Sun Coast Roofing Services as of the date of work stoppage. Sun Coast Roofing Services may resume the project once the condition has been rectified.

All Agreements are subject to approval by Sun Coast Roofing Services corporate office without exception. The effective date of this Agreement shall be the date of Sun Coast Roofing Services acceptance on page 1.

Sun Coast Roofing Services has the right to cancel this contract for any reason, at any time, even after the contract is signed by the purchaser, prior to the starting of any job.

Customer agrees to fully cooperate with Sun Coast Roofing Services to secure any licenses, permits or any other authorization necessary to accomplish the work. Customer hereby appoints Sun Coast Roofing Services as its agent to procure said licenses, permits or authorizations.

**FS § 501.031 BUYER'S RIGHT TO CANCEL: "THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY EMAIL, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT."** Written notice of cancellation may be sent to: Sun Coast Roofing Services, Inc, 1919 N. Dixie Freeway, New Smyrna Beach, FL 32168

Buyer/owner releases Sun Coast Roofing Services from any and all liability for damages caused by lightning, windstorm, hurricane, fire, mold, subsequent hurricane, and water leak damage during the course of roof repairs, including any damage resulting from inspection delays. We are not responsible for cracked driveways. Sun Coast Roofing Services shall not be liable for late performance, partial performance or non-performance of this agreement caused by adverse weather conditions that prevent safe and adequate working conditions, strikes, fires, material shortages from suppliers, permitting delays, inspection delays or any unforeseen events that impede the completion. In addition, in the event of widespread damage in the area due to a major weather system, Buyer/owner understands that longer than normal projected start times may occur.

Buyer/owner agrees to pay all required additional costs/services that may not be shown on the face of this agreement such as, but not limited to, bond premiums, debris hauling, plywood replacement, roof jacks, ventilators, flashing and acknowledges such amounts shall be added to the amount due under this contract.

All warranty claims must be provided to Sun Coast Roofing Services in writing. If owner/buyer denies access to the property to Sun Coast Roofing Services employees or agents in order to correct covered defects or completes remedial repairs utilizing another roofing service provider without the written consent of Sun Coast Roofing Services, this warranty shall be null and void. The warranty excludes any damage from pre-existing mold and pre-existing roof damage. Water leaks after completion must be reported by owner/buyer orally within 48 hours and /or within 5 days of detection in writing or damage (not repairs) resulting from such leaks shall not be covered by the warranty. Warranty is not assignable or transferable. Warranty shall become effective upon completion and only upon full payment of all monies due under this agreement.

If material must be reordered or restocked because of a cancellation by the customer, there will be a restocking fee equal to twenty (20%) of the contract price.

This agreement constitutes the entire agreement between the parties. It may be changed only by written instrument signed by both parties.

If any provision of this agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.

Any representation, statements, or other communications not written into this contract are agreed to be immaterial, and relied on by either party, and do not survive the execution of this contract.

Sun Coast Roofing Services has the right to order excess materials in order to ensure completion. All excess materials belong to Sun Coast Roofing Services.

Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, or supplier for an alleged construction defect in your home. Sixty days before you file you must deliver to the contractor, subcontractor, or supplier a written notice of any construction conditions you allege are defective and provide your contractor, subcontractor, or supplier the opportunity to inspect the-alleged construction defects and make an-offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor, subcontractor, or supplier. There are strict deadlines and procedures under Florida Law.

#### STATUTORY WARNINGS

##### LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB- SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

#### FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board  
2601 Blair Stone Road, Tallahassee, FL 32399-1039  
850-487-1395

📍 9507 State Road 52  
Hudson, FL 34669

☎️ 813-867-7050

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West Melbourne, FL 32904

☎️ 321-749-7663

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**ADDENDUM TO CONTRACT BY AND BETWEEN BAHAMIAN CLUB OWNERS ASSOCIATION, INC. AND SUN COAST ROOFING SERVICES INC.**

This Addendum is made and entered into this 13 day of NOVEMBER, 2024, by and between BAHAMIAN CLUB OWNERS ASSOCIATION, INC. ("Association") and SUN COAST ROOFING SERVICES INC. ("Contractor") and shall refer to and modify the Contract Documents, known as the "Roofing Contract" between BAHAMIAN CLUB OWNERS ASSOCIATION, INC. ("Association") and SUN COAST ROOFING SERVICES INC. ("Contractor") (hereinafter referred to as "Contract"). To the extent of any conflict between this Addendum and the Contract, this Addendum shall control. The parties agree as follows:

1. Scope of Work. Contractor shall provide all materials, supervision, labor, tools and equipment necessary to complete the Work described in, and anticipated by the Contract. All such Work shall be done in a workmanlike manner and shall be in accordance with the Florida Building Code and any other laws, ordinances, codes, rules or regulations of any governing body having jurisdiction over the property operated by the Association. All of the Work to be performed by Contractor shall be collectively referred to as the "Work".

2. Construction Lien Law. No Work shall be performed nor any money paid before a Notice of Commencement is recorded in the public records and a certified copy is posted at the job site. No progress payments shall be made to Contractor, unless, along with any payment requests, Contractor provides partial lien waivers from any subcontractor or labor or material supplier waiving their lien rights through the date of such progress payment. No final payment shall be made under the Contract unless Contractor provides with its payment request a Contractor's Final Affidavit and Release of Lien and final lien waivers are provided from each subcontractor or labor or material supplier.

3. Time of Commencement and Completion. Work shall commence on an agreed upon Commencement Date, after execution of the Contract and this Addendum, issuance of any permit and posting of a certified copy of the recorded Notice of Commencement. Contractor shall diligently undertake the Work from the Commencement Date and continuously perform such Work, without interruption, completing the Work as expeditiously as possible so completion of the Work is within 180 net days from Commencement Date. Time is of the essence in connection with all requirements contained in the Contract and this Addendum. In the event that Contractor is delayed in progress of the Work through no fault of its own, Contractor may be granted an extension of time in which to perform the Work. In no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay.

4. Contract Sum – Payments. Contractor shall be entitled to payment as set forth in the Contract. Such amount shall be inclusive of all taxes, licenses and all other costs and expenses whatsoever. The amount set forth in the Contract shall not be subject to any increase unless additional Work is required not contemplated within the Work as described herein and any additional charges are agreed in advance by the Association in writing. No payment shall be made unless the Association has determined that the Work is in accordance with the Contract and other documents referenced herein. Progress payments and final payments may be withheld for (1) defective Work not remedied; (2) liens filed against the property operated by the Association for

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Work performed under the Contract; (3) damage to real or personal property of the Association, any unit owner or tenant or any third party claims for which have not been paid or otherwise satisfied; (4) failure of the Work to progress in accordance with the Contract or this Addendum; or (5) failure to carry out the Work or comply with the Contract, this Addendum or any documents referenced therein.

Final Payment shall not be due until approved final inspections of the Work are completed by any governmental entity which has issued a permit for the Work, all punch list items have been corrected, any warranties required herein have been issued and all other requirements of the Contract and this Addendum have been fulfilled. Furthermore, Contractor acknowledges it shall not be entitled to an adjustment to the Contract Price solely because of price escalation associated with building materials, products, equipment, or systems required for performance of the Work, except to the extent any such building material, product, equipment, or system is included in an Allowance, and then only to the extent the price escalation is not due to Contractor's negligence or failure to promptly buy out the Work.

5. Insurance. In addition to all of the complete language provided for in the Contract, Contractor shall purchase and maintain such Insurance reasonably required by the Association to protect against claims for damage to property, injury or death arising out of or resulting from the Work being performed by the Contractor and any subcontractors or labor or material suppliers or anyone directly or indirectly employed by any of them to perform the Work. All such Insurance shall include the Association as a named additional insured. Contractor shall be obligated to update its evidence of compliance with the insurance obligations contained herein, including providing copies of any policies, at any time during performance of the Work, upon five (5) days written request by the Association.

6. Governing Law, Venue and Attorneys' Fees. The Contract and this Addendum shall be construed in accordance with the laws of the State of Florida. Any legal proceeding brought for any matters arising out of or relating to the Work described herein shall be brought in a Court of competent jurisdiction in Volusia County, Florida. In the event of a dispute arising under this Contract, or any warranty, whether or not a lawsuit or proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

7. Termination. Notwithstanding the provisions of the Contract to the contrary, if Contractor breaches the obligations under the Contract and such breach is not cured within ten (10) calendar days of notice, or such other period as the parties may agree, then the Association may terminate the contractual relationship effective ten (10) days after such notice or such extended period as the parties may agree in writing.


8. Contractor's Responsibility. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be

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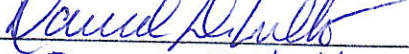
incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. All damage caused as a result of the Work shall be corrected, repaired or replaced by Contractor. All references to any limitation of liability are deleted. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Contractor, any Subcontractor, any Sub-Subcontractor, any material or equipment supplier, anyone directly or indirectly employed by any of them. The foregoing obligations of the Contractor are in addition to all other obligations contained in the Contract and this Agreement. This indemnification shall not apply to any claims, damages, losses, and expenses arising from the intentional or negligent acts of any indemnified parties named herein.

9. Warranty and Claims. Contractor warrants that the Work shall conform to the requirements of the Contract and this Addendum and unconditionally guarantees and warrants they shall provide all labor and materials necessary to correct any defects due to faulty materials, equipment and/or workmanship within seven (7) calendar days of written notice from the Association. Such warranty shall be for a period of ~~Three (3)~~ <sup>Twenty (20)</sup> years from substantial completion, unless stated longer in the Contract. Notwithstanding the provisions of the Contract regarding Completion and Acceptance, payment shall not constitute acceptance and any defects noted during the warranty period shall be Contractor's responsibility, following proper notice. The Association and Contractor agree to waive the requirements and provisions of Chapter 558, Florida Statutes. Claims with respect to the Work shall be controlled by the provisions of the Contract and this Addendum.

SUN COAST ROOFING SERVICES INC.

By:   
Print Name: Rick Tauschke  
At Its: V.P.

BAHAMIAN CLUB OWNERS ASSOCIATION, INC.

By:   
Print Name: Daniel DiLullo  
At Its: BOARD PRESIDENT

  
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