

On Top of the World Condominium Association, Inc.
Board of Administration Meeting Amended Agenda, December 15, 2023

1. Call to Order, Proof of Notice of Meeting
2. Board Organization
3. Unit Owner Comments per Rule 22
4. Reading and Approval of Minutes of Last Meeting, or Waiver of Reading of Minutes
5. Ratify Superior Fence & Rail, Inc. Contract for repairs made at 2340 Grecian Way
6. Ratify O² Consulting, Inc. Renovation Roof Asbestos Survey B40, B59, B60, B83 and Sunset Point Entrance Arch
7. Ratify ADL Aluminum, Inc. B77 Change Order and B78 Change Order
8. Ratify All-Phase Paving & Sealing Proposal for emergency repair at 2254 Philippine Dr.
9. Ratify Tri-State Drilling & Repair, Inc. for B84 Replacement of Elevator (N) Hydraulic Cylinder
10. Consider Kittelson & Associates Proposal for traffic study
11. Consider Alan's Roofing, Inc. Contract for roofing projects at B40, B59, B60, B83 and Sunset Point Entrance Arch
12. Consider Mike Moody Painting & Waterproofing 5-year Proposal (in accordance with RFP, proposed prices attached)
13. Consider ADL Aluminum, Inc. Proposals:
 - a. Railing Replacement, B94
 - b. Radius Railing Replacement, B94
 - c. Railing Replacement, B91
 - d. Railing Replacement, B92
 - e. Railing Replacement, B95
14. Consider Cintas Fire Protection Proposal
 - a. Fire Alarm Panel Test & Inspection, Maintenance, Repair and Monitoring
 - a.b. Elevator Fire Recall System (Phase II) Installation and Repair
- ~~14.15.~~ Discuss Amazon Lockers Status (now proposed to install 18 Amazon Lockers based on minimum package volume)
- ~~15.16.~~ Discuss resident requests to Update Sunset Point Entrance
- ~~16.17.~~ Contracts for services anticipated in 2023-2024 Operating Budget
- ~~17.18.~~ Resolution 2023-09 implementing the Association's statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303, *Florida Statutes*
- ~~18.19.~~ Other Business
- ~~19.20.~~ Adjournment

On Top of the World Condominium Association, Inc. expects all unit owners to comply with Association Rule 22. Unit Owner Participation at Board of Administration and Committee Meetings. Meeting participants are expected to conduct themselves with decorum, respect, and civility.

BOARD OF ADMINISTRATION MEETING

Agenda Item 1 –

- Call to Order
- Proof of Notice of Meeting
 - First Notice of this meeting was mailed on October 16, 2023
 - Second Notice of this meeting was mailed on November 21, 2023
 - An Amended Meeting agenda for both meetings today was posted on the Association's Bulletin Board on November 29, 2023.

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On Top of the World Condominium Association, Inc. expects all unit owners to comply with Association Rule 22. Unit Owner Participation at Board of Administration and Committee Meetings. Meeting participants are expected to conduct themselves with decorum, respect, and civility.

AFFIDAVIT OF POSTING

I, TIM MARTIN, do hereby swear, that on NOVEMBER 29, 2023 at 9:15 a.m./p.m. a "Notice of Annual Meeting and Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Friday, December 15, 2023 at 10:00 a.m., was posted on the community bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

Tim Martin

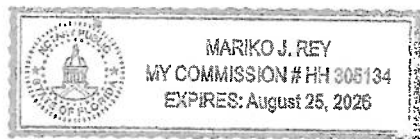
STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 29 day of November, 2023 by _____ who:

is personally known to me or produced _____ as identification.

Mariko J. Rey
Notary Public

My Commission Expires: August 25, 2026



United States Postal Service
**Postage Statement -- First-Class Mail
 and USPS Ground Advantage**

Processed By: DH on 10/16/23 03:51:53 PM

Transaction Number: 202328914515374 MO	CAPS/EPS Transaction Number:	Postage Statement Number: 572846258
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Mailing Group	Mailing Group ID 436973563	Mailing Job Number	Open Date 10-16-2023
	Preparer 48-PI-EARNEST MAIL	Origin PSW - Mailer Entered	Close Date
	Job Description		

Mailer	Permit Holder's Name and Address and Email Address, if Any PARKWAY MAINTENANCE & MANAGEMENT LLC. 8445 SW 80TH ST OCALA, FL 34481-9117 Contact Name: SANDRA MALAVE (352)854-0805 SANDRA_MALAVE@OTOWFL.COM	Name and Address of Mailing Agent <i>(If other than permit holder)</i> EARNEST MAIL PO BOX 3273 DUNNELLON, FL 34430-3273 Contact Name: MATHEW BAILLARGEON (352)445-5931 MATHEW@INKSPOTMEDIA.NET	Name and Address of Individual or Organization for Which Mailing is Prepared <i>(If other than permit holder)</i> PARKWAY MAINTENANCE & MANAGEMENT LLC. 8445 SW 80TH ST OCALA, FL 34481-9117 Contact Name: SANDRA MALAVE (352)854-0805 SANDRA_MALAVE@OTOWFL.COM
	EPS Cust. Ref. No: OTOW OCTOBER 2023 CRID: 22082691	CRID: 22570434	CRID: 22082691

Mailing	Post Office of Mailing OCALA, FL, 34478-9998	Processing Category Letters (may include Cards)	Parcels Only Hold For Pickup (HFPU): 0	Parcels Only No. of Pieces 0	Mailer's Mailing Date 10/16/23	Weight of a Single Piece 0.0250 lbs.	Federal Agency Cost Code	Combined Mailing <input type="checkbox"/> Single Class	Statement Seq. No.	SSF Transaction ID #	Total Pieces 4,765	No. & type of Containers Sacks: 0 1 ft. Letter Trays: 5 2 ft. Letter Trays: 9 EMM Letter Trays: 0 Flat Trays: 0 Pallets: 0 Other: 0
	Type of Postage Permit Imprint	For Mail Enclosed Within Another Class <input type="checkbox"/> Marketing Mail <input type="checkbox"/> Bound Printed Matter <input type="checkbox"/> Library Mail <input type="checkbox"/> Media Mail <input type="checkbox"/> Periodicals		Permit # 48	Customer Generated Electronic Labels <input type="checkbox"/> SigCon		For Automation Rate Pieces, Enter Date of Address Matching and Coding		Move Update Method: Alternative Address Format	Total Weight 119.1250 lbs.		
	Letter-size mailpieces contain: <input type="checkbox"/> Round Trip Only: One DVD/CD or other disk		Parts Completed A		Subtotal Postage (Add parts totals)		\$2,461.96					
	This is a Political Mailing No This is Official Election Mail No		Complete if the mailing includes pieces bearing metered/PC Postage or precanceled stamps. ____ pcs. x \$ ____ = Postage Affixed		\$0.000							

Postage	Incentive/Discount		\$0.00
	Fee		\$0.00
	Net Postage Due		\$2,461.96
	For USPS Use Only: Additional Postage Payment (State reason)		
	Total USPS Adjusted Postage		\$2,461.96

Certification

Incentive/Discount Claimed: N/A Type of Fee: N/A

The mailer certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent certifies that he or she is authorized on behalf of the mailer then that mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Privacy Notice: For information regarding our Privacy Policy visit www.usps.com

This postage statement was verified and accepted under the PostalOne! program. No postal signature or round stamp is required.

Part A - Automation Prices

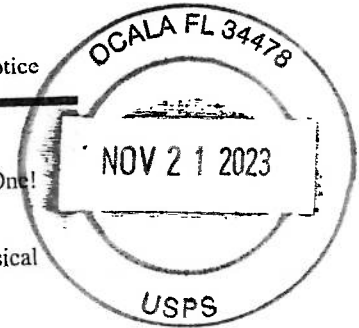
Letters

		Price	No. of Pieces	Subtotal Postage	Discount Total*	Fee Total	Total Postage
A4	5-Digit	\$0.498	3,178	\$1,582.644 0	\$0.0000	\$0.0000	\$1,582.6440
A5	AADC	\$0.537	458	\$245.9460	\$0.0000	\$0.0000	\$245.9460
A6	Mixed AADC	\$0.561	1,129	\$633.3690	\$0.0000	\$0.0000	\$633.3690
A11	Part A Total(Add lines A1-A10)						\$2,461.96

* May contain both Full Service Intelligent Mail and other discounts.



Electronic Confirmation Acceptance Notice



USPS Generated

Note to Mailer: Your electronic postage statement has been submitted to the USPS PostalOne! system on Nov 21, 2023 12:13 PM.

The labels and electronic mailing information associated to this form, must match the physical mailing being presented to the USPS® with this form.

Postage Statement ID: 580460962
 Post Office of Permit: OCALA, FL, 34478-9998
 Mailing Group ID: 443999200
 Account Holder: PARKWAY MAINTENANCE & MANAGEMENT LLC.
 Account Number: 402814
 Permit Holder: PARKWAY MAINTENANCE & MANAGEMENT LLC.
 Permit Type and Number: PI 48
 Mail Agent: EARNEST MAIL
 Mail Owner Name: PARKWAY MAINTENANCE & MANAGEMENT LLC.

Mail Owner's Permit Type and Number: 22082691
 CRID: OTOW Second Annual Notice
 Customer Reference ID: First-Class - Regular
 Mail Class and Price Eligibility: Flats
 Processing Category: 0.1770 lbs (2.83 oz)
 Single Piece Weight Declared by Mailer: 4,741 pieces
 Total Mail Pieces: 839.1570 lbs
 Total Weight: \$6580.84
 Total Postage Amount:
 Permit Account for Insufficient Affixed Postage: \$0.00
 Total Postage Affixed: \$6580.84
 Total Postage Due:
 Handling Unit :

COPY

1' MM Trays	2' MM Trays	2' EMM Trays	Flat Trays	Sacks	Pallets	Other
			58			

Important: Please bring your mailing by - Nov 28, 2023

Post Office of Mailing
 OCALA BMEU 400 SW 1ST AVE
 OCALA, FL 344789998

Hours
 Mon 01:00 PM - 04:00 PM
 Tue 01:00 PM - 04:00 PM
 Wed 01:00 PM - 04:00 PM
 Thu 01:00 PM - 04:00 PM
 Fri 01:00 PM - 04:00 PM
 Sat Closed
 Sun Closed

Note:
 *This mailing may be subject to additional verification at the time of acceptance.
 *This mailing cannot be processed at the self service terminal.

SCAN AT ACCEPTANCE



9275 7901 1500 3300 5804 6096 20

Agenda Item 2 – Board Organization

Nomination of officers:

Chairman _____

Vice Chairman _____

Secretary _____

Treasurer _____

Agenda Item 3 – Unit Owner Comments per Rule 22

- Douglas Westervelt
- Richard Kobus on Agenda item 15

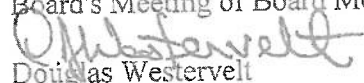
November 28, 2023

To: Kenneth Colen, OToWCA-C Board Chairman
and/or C.G. Woolbright, OToWCA Board Secretary and Treasurer

Due Notice:

1st, I wish to speak at Agenda matter 4 to address OToWCA-C Members at the Board's Annual Meeting for OToWCA-C Members to be conducted on 12/15/2023.

Moreover, 2nd, I wish to speak at Agenda matter 3 to address OToWCA-C Board Members at the Board's Meeting of Board Members to be conducted on 12/15/2023.


Douglas Westervelt
Building #1, condominium #64
2002 Australia Way East
Clearwater, FL 33763
727-486-8872

Patty Soriano

To: clearwaterinfo@otowfl.net
Subject: RE: [POSSIBLE SPAM] [FWD: Board meeting]

----- Original Message -----

Subject: Board meeting
From: Richard kobus <chicagofire11@yahoo.com>
Date: Sun, November 26, 2023 10:49 am
To: "clearwaterinfo@otowfl.net" <clearwaterinfo@otowfl.net>

I am formally requesting to speak at the meeting on addenda #15.
Please respond so I know you are in receipt.

Rich kobus
2450 Canadian way #20
727-748-9865

Sent from Yahoo Mail on Android

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Agenda Item 4 – Reading and Approval of Minutes of Last Meeting, or Waiver of Reading of Minutes

Minutes of the August 7, 2023 Board Meeting

**MINUTES OF THE
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.
BOARD OF ADMINISTRATION MEETING
AUGUST 07, 2023**

A Board of Administration Meeting of the On Top of the World Condominium Association, Inc. (“OTOW Condo” or the “Association”) was held on August 07, 2023 at the On Top of the World-Clearwater, East Activity Center Auditorium, 2069 World Parkway Blvd. East, Clearwater, FL 33763.

FIRST ORDER OF BUSINESS CALL TO ORDER

Kenneth Colen, Chairman, called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS ROLL CALL

In addition to Kenneth Colen, Guy Woolbright, Charles McAllister, Gail Sanders, James O’Neil, Corby Ratliff, and Michael Spodeck were in attendance. Also in attendance were Association Counsel, Barrie Buenaventura, Dessa Barabba, General Manager of Parkway Maintenance & Management Pinellas, LLC, and Tim Martin who took the minutes of the meeting.

THIRD ORDER OF BUSINESS PROOF OF NOTICE

Chairman Colen stated the Board Meeting Agenda was posted on the Association Bulletin Board on July 28, 2023 per the Affidavit of Posting and an Amended Agenda was posted on August 01, 2023. In addition, the entire Board of Administration meeting packet was posted to OTOWClearwaterinfo.com website on July 31, 2023.

FOURTH ORDER OF BUSINESS GENERAL RULES OF MEETING CONDUCT

Chairman Colen asked Association Counsel, Barrie Buenaventura, to address the general rules of conduct. Ms. Buenaventura reviewed the rules and reminded everyone to conduct themselves in accordance with those rules.

FIFTH ORDER OF BUSINESS OWNER COMMENTS PER RULE 22

Five Association members (Hope Tera, Russell Czokiewicz, Maria Avdelas, Douglas Westervelt, and Nancy Burt) submitted requests to address the Board as per Rule 22 of the Third Amended and Restated Rules of On Top of the World Condominium Association, Inc. Each resident was allotted three (3) minutes to discuss the agenda topics they had previously submitted.

SIXTH ORDER OF BUSINESS

APPROVAL OF MINUTES OF LAST BOARD OF ADMINISTRATION MEETING

Chairman Colen asked if there were any corrections to the minutes from the June 15, 2023 Board of Administration meeting. Acknowledging there were no corrections needed, Chairman Colen asked for a motion to accept the minutes as written.

Charles McCallister made a motion to approve the June 15, 2023 minutes as presented. James O’Neil seconded the motion. With no further discussion, the motion carried.

SEVENTH ORDER OF BUSINESS

RESOLUTION 2023-08 SUSPENSION OF RIGHTS OF OWNERS

Chairman Colen stated there are three (3) accounts with payments more than ninety (90) days delinquent. He asked for a motion to adopt Resolution 2023-08.

Charles McCallister made the motion and it was seconded by James O’Neil. With no discussion, the motion carried.

EIGHTH ORDER OF BUSINESS

MANAGEMENT COMPANY REPORT ON ESI BUILDING INSPECTIONS

Chairman Colen invite Dessa Barabba to provide an update on the status of ESi building inspections. Ms. Barabba stated preliminary inspections of all three-story and two-story buildings have been completed except for buildings 67, 68, 69, 70, 77, and 78. Interior inspections of buildings 1 through 4 are also completed and the Management Company will start scheduling the interior inspections for building 5 through 14 this week. Roof inspections have been completed for all three-story and two-story buildings except those with no ladder access to the roof. ESi will bring a lift on-site this week to begin those inspections. There are six buildings with no rear access for the lift and those will be accessed from the front of the building. Chairman Colen asked if they anticipate the project to be completed by the end of 2023, Ms. Barabba stated they are ahead of schedule and should be completed by then.

NINTH ORDER OF BUSINESS

ACCEPTANCE OF LESLEE COLEN’S RETIREMENT NOTICE

Chairman Colen asked for a motion to accept the retirement notice submitted by Leslee Colen on July 18, 2023.

Charles McAllister made a motion to accept Ms. Colen’s retirement notice and Michael Spodeck seconded the motion. With no further discussion, the motion carried.

TENTH ORDER OF BUSINESS

APPOINTMENT OF TWO NEW BOARD MEMBERS

Chairman Colen thanked those who submitted their name for consideration of the two open Board positions. He pointed out this is a statutory process as described in Florida Statutes Chapter 718 which authorizes the Board to fill vacancies for unexpired terms. Chairman Colen asked the Board for a motion to appoint an individual from the list of candidates to fill the remaining term of retired director Sharon Licata. Prior to proceeding, Russell Czokiewicz and Hope Tera were allowed to speak on agenda item #10.

Chairman Colen again asked the Board for a motion to appoint an individual from the list of candidates to fill the remaining term of retired director Sharon Licata.

Guy Woolbright made a motion to appoint Russell Czokiewicz to fill the vacate position. Michael Spodeck seconded the motion and the motion carried.

Chairman Colen then asked the Board for a motion to appoint an individual from the list of candidates to fill the remaining term of retired Leslee Colen.

Michael Spodeck made a motion to appoint Maria Avdelas to fill the vacant position. James O'Neil seconded the motion and the motion carried.

Chairman Colen presented the two new Board members with their Board information books informing each they must successfully complete their certification within ninety (90) days.

ELEVENTH ORDER OF BUSINESS

RATIFY COOPER & ASSOCIATES PROPOSALS

Chairman Colen asked Ms. Barabba to summarize the emergency repairs performed at B25-U07 and B14-U25. Ms. Barabba explained there is an HVAC condensate line that runs between the unit above and the unit below in both situations. The only way to access the HVAC line is to cut into the ceiling of the unit below. Since the drywall contained asbestos, abatement was necessary before repairs could be made. The asbestos was abated on August 01, 2023 at a cost of \$3,950.

Chairman Colen asked for a motion to ratify the action. Guy Woolbright made the motion to ratify the action. Charles McAllister seconded the motion and the motion carried.

TWELVETH ORDER OF BUSINESS

OTHER BUSINESS

Chairman Colen asked if any Board Member had any other business to bring before the Board. Hearing none, he moved on to the next order of business.

THIRTEENTH ORDER OF BUSINESS ADJOURNMENT

Chairman Colen asked for a motion to adjourn the meeting. Chuck McAllister made the motion to adjourn and the meeting was adjourned at 10:35 AM.

Respectfully submitted,
Tim Martin

**ON TOP OF THE WORLD
CONDOMINIUM ASSOCIATION, INC.,**
a Florida Not-For-Profit Corporation
2069 World Parkway Blvd. East
Clearwater, FL 33763

BOARD OF ADMINISTRATION
Kenneth D. Colen, Chairman Vacant
Charles McAllister, Vice Chairman Vacant
C. Guy Woolbright, Secy-Treas. Gail Sanders
James F. O'Neil
Virgil C. Ratliff
Michael Spodeck

NOTICE OF AMENDED BOARD OF ADMINISTRATION MEETING

Date: August 7, 2023

Venue: East Activity Center Auditorium
2069 World Parkway Blvd. East
Clearwater, FL 33763

Channel 901 and YouTube: <https://youtube.com/live/Y7odn7coUak>

Time: 10:00 AM

1. Call to order
2. Roll call
3. Proof of notice of meeting
4. General Rules of Meeting Conduct
5. Owner Comments per Rule 22
6. Approval of minutes of last Board of Administration meeting
7. Resolution 2023-08 Consider implementing the Association's statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303(3), (4), and (5), Florida Statutes
8. Management Company Report on ESI Building Inspections
9. Accept retirement notice from Leslee Colen dated July 18, 2023
10. Appoint two new Board Members to fill vacant seats created by retiring directors Sharon Licata and Leslee Colen
- ~~10.~~11. Ratify Cooper & Associates Proposals, in the total amount of \$3,950, executed on 8/1/23, for emergency repairs to B25 U7 and B14 U25, per section 4.6 of the Management Agreement
- ~~11.~~12. Other Business
- ~~12.~~13. Adjournment



Kenneth D. Colen, Chairman

On Top of the World Condominium Association, Inc. expects all unit owners to comply with Association Rule 22. Unit Owner Participation at Board of Administration and Committee Meetings. Meeting participants are expected to conduct themselves with decorum, respect, and civility.

AFFIDAVIT OF POSTING

I, CORNELIA WINAUTER, do hereby swear, that on July 28th, 2023 at 2 a.m./p.m. a "Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Monday, August 7, 2023 at 10:00 a.m., was posted on the community bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

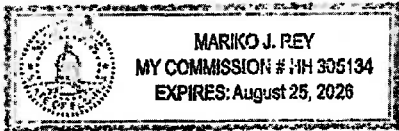
C. Linas

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 28 day of July, 2023 by Mariko J. Rey who:

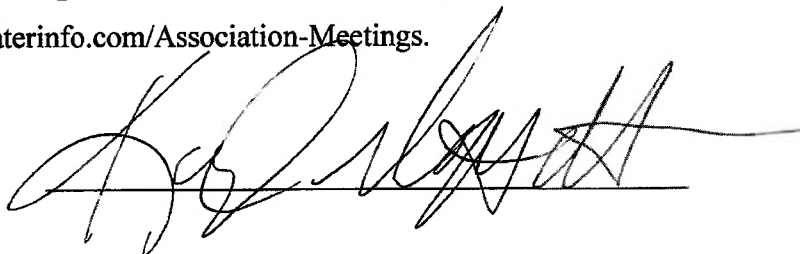
is personally known to me, or produced _____ as identification.

Mariko J. Rey
Notary Public
My Commission Expires: August 25, 2026



AFFIDAVIT OF POSTING

I, Kayla Moffatt, do hereby swear, that on July
31st, 2023 at 11:29 (a.m./p.m.) a "Board of
 Administration Meeting Packet" of the On Top of the World Condominium Association,
 Inc. to be held on Monday, August 7, 2023 at 10:00 a.m., was posted on the Association's
 website at OTOWClearwaterinfo.com/Association-Meetings.



STATE OF FLORIDA)

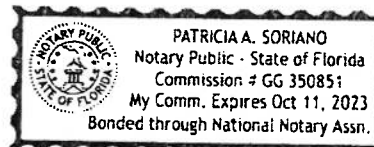
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 31st day of July
 _____, 2023 by Kayla Moffatt who:

- is personally known to me, or
- produced _____ as identification.

Patricia Soriano

 Notary Public
 My Commission Expires:



RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. IMPLEMENTING THE ASSOCIATION'S STATUTORY POWERS TO SUSPEND RIGHTS OF OWNERS, OCCUPANTS AND GUESTS TO USE COMMON FACILITIES AND TO SUSPEND RIGHTS OF MEMBERS TO VOTE WHEN PAYMENTS DUE THE ASSOCIATION ARE MORE THAN 90 DAYS DELINQUENT, AS PROVIDED IN SUBSECTIONS 718.303(3), (4) AND (5), FLORIDA STATUTES

RESOLVED, that the Board of Administration (the "Board") of On Top of the World Condominium Association, Inc., a Florida not-for-profit corporation (the "Association") hereby determines that it is in the best interest of the Association to implement and enforce the Association's statutory powers and authority to suspend the rights of unit owners, occupants, licensees and invitees to use common elements, common facilities, or any other association property, and to suspend the rights of members to vote, whenever such unit owners or members are delinquent for more than 90 days in paying any monetary obligation due to the Association, which said powers and authority are more particularly set forth in Subsections 718.303(3), (4) and (5), *Florida Statutes*; and

FURTHER RESOLVED, that, due to a delinquency for more than 90 days in the payment of a monetary obligation owned to the Association, the Association shall send by mail or hand delivery written notice to each unit owner, occupant, licensee and invitee listed on Exhibit "A" attached to these Resolutions and incorporated herein by reference advising that the rights of the unit owner and any occupant, licensee and invitee to use the common elements, common facilities or other Association property, and all membership voting rights appurtenant to the ownership of the unit, are suspended effective automatically at midnight on the 14th day after the date of the notice unless the Association receives before then payment of all obligations currently due or overdue the Association with regard to the applicable unit; and


FURTHER RESOLVED, that the suspension of use rights shall not apply to limited common elements intended to be used only by a unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators; and

FURTHER RESOLVED, that the suspensions of use rights and voting rights imposed pursuant to these Resolutions shall remain in effect as to each applicable person and unit until all monetary obligations currently due or overdue the Association have been paid with regard to the relevant owner and unit and, upon such payment, the corresponding use rights and voting rights shall be reinstated automatically without the necessity of any further action by the Board or notice from the Association; and

FURTHER RESOLVED, that these Resolutions shall be filed with the minutes of the proceedings of the Board of Administration of the Association.

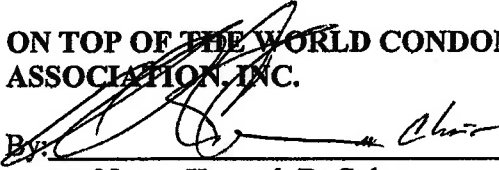
PASSED AND ADOPTED THIS 7th DAY OF August 2023.

ATTEST:



C. Guy Woolbright, Secretary

ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.

By: 

Name: Kenneth D. Colen
Title: Chairman

ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.

EXHIBIT "A" TO RESOLUTION 2023-08

Bldg/Unit Numbers		In Legal?
73	27	YES
96	315	YES
07	76	YES

Total = 3 Accounts

14/25

COOPER AND ASSOCIATES

P.O. Box 11476, St. Petersburg, FL 33733-1476
Phone (727)327-3822 Fax (727)323-4820

July 31, 2023

On Top of the World Condominium Association, Inc.
C/O Parkway Maintenance & Management Pinellas, LLC
2069 World Parkway Blvd. East
Clearwater, FL 33763

Attn: Ms. Lisa McAlum

Reference: 2073 Denmark St., Unit 25 – Clearwater, Florida 33763

Cooper and Associates is pleased to offer for your consideration our proposal for the removal and disposal of approximately 19 of ceiling drywall with asbestos popcorn ceiling texture and scrape 1 foot past the ceiling opening at the above referenced property. Our price to perform this work is \$1,975.00. This price includes a third party to perform final air testing. Our payment terms are net due upon completion.

All work will be done by AHERA-trained qualified mechanics complying with all federal, state, and local regulations. Cooper and Associates will notify required agencies regarding asbestos removal only, and provide copies of forms required by these agencies. All other permits are the responsibility of the facility owner or their general contractor.

If you have any questions regarding our proposal, please do not hesitate to contact me.

ACCEPTED:
COOPER & ASSOCIATES

By: Russell Walters
Russell Walters

ACCEPTED:
OWNER REPRESENTATIVE

Date: _____
By: [Signature]

Please sign, date & return

25/7

COOPER AND ASSOCIATES

P.O. Box 11476, St. Petersburg, FL 33733-1476
Phone (727)327-3822 Fax (727)323-4820

July 31, 2023

On Top of the World Condominium Association, Inc.
C/O Parkway Maintenance & Management Pinellas, LLC
2069 World Parkway Blvd. East
Clearwater, FL 33763

Attn: Ms. Lisa McAlum

Reference: 2447 Ecuadorian Way #7 – Clearwater, Florida 33763

Cooper and Associates is pleased to offer for your consideration our proposal for the removal and disposal of approximately 19 of ceiling drywall with asbestos popcorn ceiling texture and scrape 1 foot past the ceiling opening at the above referenced property. Our price to perform this work is \$1,975.00. This price includes a third party to perform final air testing. Our payment terms are net due upon completion.

All work will be done by AHERA-trained qualified mechanics complying with all federal, state and local regulations. Cooper and Associates will notify required agencies regarding asbestos removal only, and provide copies of forms required by these agencies. All other permits are the responsibility of the facility owner or their general contractor.

If you have any questions regarding our proposal, please do not hesitate to contact me.

ACCEPTED:
COOPER & ASSOCIATES

By: Russell Walters
Russell Walters

ACCEPTED:
OWNER REPRESENTATIVE

Date: _____
By: [Signature]
Please sign, date & return

Agenda Item 5 – Ratify Superior Fence & Rail, Inc.

This contract was for repairs made at 2340 Grecian Way.

This repair was associated with the damage caused by Hurricane Idalia in August 2023

Contract amount \$1,465.00.

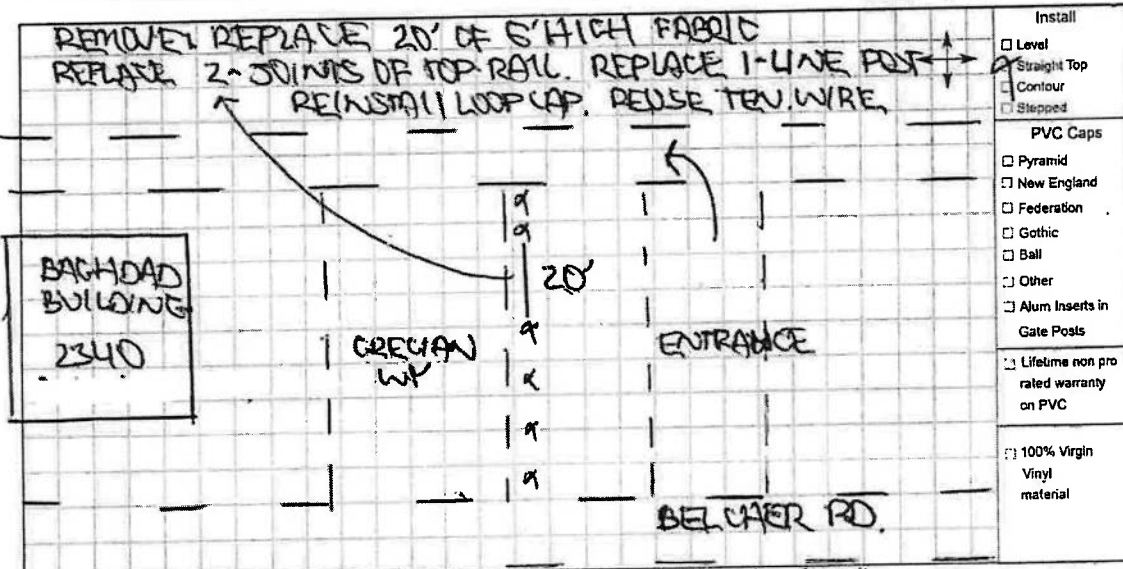
SUPERIOR FENCE & RAIL, INC.
Where Quality Matters!
 1400 Starkey Rd., Largo, FL 33771
 Phone: 727-536-1905
 Fax: 727-585-8500
 C11069

Superior Fence installers are not responsible for underground sprinklers, telephone, electrical, sewer or water lines.

CONTRACT

Phone Number	Date	Contract #
Mobile: 727-270	9.5.23	12673
Cell: 724-2125		
Contact Name: SHAWN	Sales Rep Cell:	
E-MAIL: SHAWN.TOBIAS@PARKMAN		

Proposal To: ON TOP OF THE WORLD CONDO. ASSOC.
 Job Address: 2340 GREGIAN WAY City: CLWTR, FLA Zip: 33763
 Billing Address: _____ City: CLW.COM



Install	<input type="checkbox"/> Level
	<input type="checkbox"/> Straight Top
	<input type="checkbox"/> Contour
	<input type="checkbox"/> Stepped
PVC Caps	<input type="checkbox"/> Pyramid
	<input type="checkbox"/> New England
	<input type="checkbox"/> Federation
	<input type="checkbox"/> Gothic
	<input type="checkbox"/> Ball
	<input type="checkbox"/> Other
	<input type="checkbox"/> Alum Inserts in Gate Posts
	<input type="checkbox"/> Lifetime non prated warranty on PVC
	<input type="checkbox"/> 100% Virgin Vinyl material

Customers are responsible for removal of vegetation and debris from fence line.

FRAMEWORK <input checked="" type="checkbox"/> GALV <input checked="" type="checkbox"/> ALUM										CHAIN LINK FENCE				<input type="checkbox"/> K/K <input checked="" type="checkbox"/> K/T <input type="checkbox"/> T/T		SLATS		OTHERS	
FABRIC		Line Posts				Rails				Terminals		Barb Wire		Color		<input type="checkbox"/> 9GA Tension Wire			
Footage	Ht.	Gauge	Mesh	Size	Space	Gauge	Size	Gauge	T/M/B	Size	Gauge	<input type="checkbox"/> Galv <input type="checkbox"/> Alum	Type		<input type="checkbox"/> 7GA Tension Wire				
20'	6'	9		158'	10'	065	148'	065				<input type="checkbox"/> 3 Strands	Pattern		<input type="checkbox"/> Box Brace/Truss				
				X8'								<input type="checkbox"/> 6 Strands							
												<input type="checkbox"/> 3 Strands							
												<input type="checkbox"/> 6 Strands							
ORNAMENTAL /PVC FENCE (circle one)																			
Footage		Style		Hi		Line Posts		Pickets		Rail		# of Rails		Color		Quantity			
							Size	Space	Gauge	Size	Space	Size	Gauge					Posts	
																		Ht. X Wt.	
																		Hinges	
																		Latch	
																		Frame Size	
WOOD FENCE																			
Footage		Style		Hi		Line Posts		Pickets		Rail		# of Rails		Size		Set In Concrete		Electrical	
							Size	Space	Size	Space	Size								Water
																			Remove Fence
																			Haul Fence
																			Trench

By execution of this document, Buyer acknowledges that he/she has read and understands the terms and conditions set forth on the reverse and front side hereof and within any attachments. Seller shall not be responsible for and Buyer shall hold harmless Superior Fence & Rail, Inc. from any and all damages or liabilities resulting from any cut or damaged lines including, but not limited to, gas, (water, sprinkler), electric, telephone, fiber optic, cable. Buyer shall comply with all applicable statutes and codes relating to the location of utility lines.

09/13/23
 Accepted by Property Owner: [Signature]
 Date: _____
 Sales Person: M. J. Caldwell
 Cell: 804-4689

FOR THE SUM OF: \$ 1465.00
 IF SFR
 Bldg. Permit: \$ NONE
 TOTAL: \$ 1465.00
 Fee: \$ NONE
 Grand Total: \$ 1465.00
 Down Payment: \$ NONE
 BALANCE \$ 1465.00
 # _____
 Exp. Date: _____

Terms: Balance due upon completion.

Add 3% To Total Sum For Credit Card Fee.

OFFICE CUSTOMER

Agenda Item 6 – Ratify O² Consulting, Inc. Renovation Roof Asbestos Survey of B40, B59, B60, B83 and Sunset Point Entrance Arch

Surveys are required whenever a roof system is to be replaced so if asbestos containing materials are found. If located, the roofing contract will remediate in accordance with Department of Environmental Protection (DEP) requirements. Funds are earmarked each year for various asbestos testing in the community.

August 14, 2023

Mr. Shawn Tobias
C/O On Top Of the World Condominium Association
2069 World Parkway Boulevard
Clearwater, FL. 33763

**RE: RENOVATION ROOF ASBESTOS SURVEY
BUILDINGS B40, B59, B60, B83 AND SUNSET POINT ENTRANCE ARCH
ON TOP OF THE WORLD, CLEARWATER, FLORIDA**

Dear Mr. Tobias:

O² Consulting, Inc. proposes to perform a Renovation Roof Asbestos Survey of the above mentioned project. The following proposal is considered an estimate of anticipated normal conditions.

Typical suspect materials noted include, but are not limited to:

- Field roofing
- Roof shingles
- Flashing

Assuming no unusual circumstances are encountered during the inspection, we propose the following:

Renovation Roof Asbestos Survey, Survey Report and Recommendations	\$350.00
Asbestos samples 20 @\$27.50	<u>\$550.00</u>
TOTAL	\$900.00


The samples will be submitted for analysis to an independent NVLAP accredited laboratory. Should unexpected conditions occur, we will contact you prior to incurring any additional costs.

If you have any questions, please contact us at (813) 714-9971. We appreciate this opportunity to be of service.

Sincerely,



Oris L. Voigtmann, CSP
FLAC AX67

Accepted By: 

Date: 09/13/2023

Agenda Item 7 – Ratify ADL Aluminum, Inc. B77 Change Order and B78 Change Order

ADL Contracts for the railing projects for B77 and B78 were approved at the June 15, 2023 meeting. Prior to ADL performing the work, they provided Change Orders:

B77, Original Contract \$33,908.62

ADL provided a Change Order to B77, per Estimate 10133, stating “Due to the long runs of guardrail without vertical concrete columns to support temporary guardrails, “Slab Grabbers” were need to be installed to support the safety guardrails, noting this was for all resident’s safety during the guardrail replacement process.” Change Order Amount \$4,000.

B78, Original Contract \$12,050.00

ADL provided Change Order to B78, per Estimate 10134, stating “Upon further inspection of the existing guardrails it was noticed that the existing guardrails were installed differently then any other guardrails in the OTOW Community. These guardrails where installed with the post pockets core drilled and set into the kneewall. After the guardrails were installed the finish stucco was applied upon and around the bottom channel.

This created several issues. The design of the guardrails will need to be adjusted/changed to allow the void of stucco on top of the kneewall to have a finish coat of stucco applied and painted after the new guardrails are installed.

Instead of being able to remove the guardrails at one time, only sections/areas can be done at a time. The removal and redrilling of the post pockets will be a delicate and tedious process and much more labor intensive then was originally anticipated.

Another issue that was determined when measuring for fabrication is that the existing post spacing is not consistent (equal spacing). So due to the design of the knee wall we highly recommend that the existing post pockets be reused and no additional holes be drilled into the kneewall. This will take more time as well for measuring, shop drawings, fabrication and installation.” Change Order Amount \$9,000.00.



ADL Aluminum, Inc.
 2101 34TH WAY, UNIT A
 LARGO, FL 33771
 (727) 531-7176
 david@adlaluminum.com
 www.adlaluminum.com

Estimate

ADDRESS

On Top of the World Condominium
 Assoc. , Inc.
 2069 World Parkway blvd. E
 Clearwater, FL 33763

ESTIMATE # 10133
DATE 08/31/2023

DESCRIPTION	QTY	RATE	AMOUNT
Building #77 Change Order			
<p>Due to the long runs of guardrail with out vertical concrete columns to support temporary guardrails, "Slab Grabbers" will need to be temporally installed to support the safety guardrails. This is all for the resident's safety during the guardrail replacement process.</p>			
Cost for the above process	1	4,000.00	4,000.00
<p>Quotations are good for 30 days. All workmanship and material comes with an industry standard one year warranty, unless otherwise noted above. By Signing below you agree to the quoted amount and terms specified. We appreciate the opportunity to provide a quote on your project!</p>			
SUBTOTAL			4,000.00
TAX			0.00
TOTAL			\$4,000.00

Signature:  Date: 09/13/2023

Accepted By

Accepted Date



ADL Aluminum, Inc.
 2101 34TH WAY, UNIT A
 LARGO, FL 33771
 (727) 531-7176
 david@adlaluminum.com
 www.adlaluminum.com

Estimate


ADDRESS

On Top of the World Condominium
 Assoc. , Inc.
 2069 World Parkway blvd. E
 Clearwater, FL 33763

ESTIMATE # 10134
DATE 08/31/2023

DESCRIPTION	QTY	RATE	AMOUNT
<p>Building #78 Change Order</p> <p>Upon further inspection of the existing guardrails it was noticed that the existing guardrails were installed differently then any other guardrails in the On Top of the World Community. These guardrails where installed with the post pockets core drilled and set into the kneewall. After the guardrails where installed the finish stucco was applied up and around the bottom channel.</p> <p>This has created several issues. The design of the guardrails will need to be adjusted/changed to allow the void of stucco on top of the kneewall to have a finish coat of stucco applied and painted after the new guardrails are installed.</p> <p>Instead of being able to remove the guardrails at one time, only sections/areas can be done at a time. The removal and redrilling of the post pockets will be a delicate and tedious process and much more labor intensive then was originally anticipated.</p> <p>The other issue that was determined when measuring for fabrication is that the existing post spacing is not consistent (equal spacing). So due to the design of the knee wall we highly recommend that the existing post pockets be reused and no additional holes be drilled into the kneewall. This will take more time as well for measuring, shop drawings, fabrication and installation.</p> <p>The cost for additional expense as listed above to complete this project.</p>	1	9,000.00	9,000.00

Quotations are good for 30 days. All workmanship and material comes with an industry standard one year warranty, unless otherwise noted above. By Signing below you agree to the quoted amount and terms specified. We appreciate the opportunity to provide a quote on your project!	SUBTOTAL	9,000.00
	TAX	0.00
	TOTAL	\$9,000.00

Signature:  Date: 09/13/2023

Accepted By

Accepted Date

Agenda Item 8 – Ratify All-Phase Paving & Sealing Proposal for emergency repair at 2254 Philippine Dr.

As noted in the picture attached to the proposal, this was for an emergency repair to the asphalt parking space at B86. Total cost for repair \$2,300.00.

Proposal



Pinellas: (727) 397-6797 Hillsborough: (813) 889-9200 Pasco: (727) 645-6998 Fax: (727) 397-6953
Email: info@All-PhasePaving.com Website: www.allphasepavingsealing.com

Proposal #:9485

08/21/2023

John Baker

727-224-2800

jon_baker@parkwayclw.com

On Top of The World Condominium Association
2069 World Parkway Blvd East
Clearwater, FL 33863

WORK TO BE DONE:

2254 Philippine Dr. Clearwater, FL 33763

REPAIR: 1 areas totaling approximately 450 square feet

- Saw cut or mill approximately 1 inch
- Apply tack to ensure proper bonding to new surface
- Install Type III asphalt (hot mix) approximately 2"

Asphalt to be removed and area prepared by others.

NOTE: All-Phase Paving & Sealing will offer a 3% discount off any reputable competitors bid for the same services as outlined in this proposal.

* City Permits, if required, are not included in total.

To accept this proposal sign & return:

Date: 09/13/2023

Job Total: \$ 2,300.00

Job Estimator: Tom Lacina

Acceptance of Proposal - The price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outline. Legal fees or court costs in collection of monies owed according to this contract will be borne by the customer. I understand sprinkler systems must be turned off twenty-four hours before work commences and additional charge will result for extra labor to prepare wet pavement for the contracted work. All payments later than 30 days after due date shall bare interest rate of 18% annum.

PAYMENT IS DUE UPON SUBSTANTIAL COMPLETION OF PROJECT.

*See reversed side for Warranties and Disclaimers

***Proposed price is valid for 30 days unless materials price increases by more than 2%.**

All-Phase **DOES NOT GUARANTEE** to remove **100%** of ALL standing water.

All-Phase PAVING & SEALING

11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778

NO WARRANTIES ARE HONORED UNLESS PAYMENT IS RECEIVED IN FULL

Guarantees, Warranties, Disclaimers

Guarantee – Materials and workmanship are guaranteed for a period of TWO YEARS. Guarantees do not include oil spots or base failure. We use recycled asphalt products (rap) all State tested. Any concealed circumstance, alternation, 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 written estimate.

NOTE: EVERY EFFORT WILL BE MADE TO ATTAIN PROPER DRAINAGE. THERE IS NO GUARANTEE TO REMOVE 100% OF ALL STANDING WATER. All agreements are contingent upon weather, strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and all necessary insurance. Our workers are fully covered under Workers Compensation insurance. Certificate of insurance available upon request.

- This contractor cannot be responsible for reflective cracking.
- This contractor cannot guarantee the elimination of standing water.
- Areas of hand work will appear rough and have a rocky appearance. Nothing can or will be done to smooth out these areas.
- This contractor is NOT responsible for chipped concrete during milling.
- All-Phase Paving and Sealing is NOT responsible for damage to any vehicles parked within a 40 foot radius of work/barricaded area.
- All-Phase Paving and Sealing will NOT be responsible for damage to underground utilities or sprinkler lines that are less than 18 inches below ground level.
- NOT responsible for grass regrowth or drainage that does not presently exist unless arrangements are made to compensate for poor drainage.
- NOT responsible for acts of nature, wind, rain, weather, etc. or the damage they may cause. All-Phase Paving and Sealing assumes no liability for base, grade, or density unless base installed by this company.
- NOT responsible for overspray of sealant or tack coat products on concrete or decorative driveway pavers. Please cover them prior to work commencement if there are any concerns.
- Barricades will be provided to close off areas being paved.
- This contractor will not be responsible for persons entering the area and tracking tack or paint, for damage to property, or injury to persons entering the area.
- In the case that material or cost prices increase more than 2% contractor and customer will have the opportunity to renegotiate the contract price, customer or All Phase having the opportunity to void the contract with no penalties or cost to either party.
- Price does NOT include permit fees, unless explicitly stated. If a permit is required, a change order consisting of permit fees, a procurement fee and any additional work required by the permit, will be billed as a separate line item.
- Price does NOT include testing, traffic control, lab fees, water or tree removal, relocation of utilities or landscaping. Unless explicitly stated.
- Customers will be responsible for any and all towing charges incurred as a result of any vehicles obstructing the job site.
- Paving to be done on weekdays during daylight hours.
- Additional work, testing or inspections required by the permit will be an extra cost that shall be paid by the customer.

Pinellas: PCCLB C-9242, C-9246
Hillsborough: SP13986
Pasco: 7998
Sarasota: 25222
FEDERAL ID: 59-3525568



Agenda Item 9 – Ratify Tri-State Drilling & Repair, Inc. for B84 Replacement of Elevator (N) Hydraulic Cylinder

Three drilling vendors were solicited for this particular cylinder repair. Because of the specialized nature of the repair work, local contractor options are limited. The funds for the repair are available in the current budget.

Total Contracted Cost: \$19,500.00

CONTRACT/AGREEMENT

THIS AGREEMENT is entered into this **13th day of September, 2023**, by and between and The On Top of the World Condominium Association (“Owner”) and **Tri-State Drilling & Repair Incorporated**, a Florida corporation (“Contractor”).

WHEREAS:

A. The On Top of the World Condominium Association desires to **Hydraulic Elevator Cylinder Replacement – Inclusive of permits and inspections**, as further described in **Exhibit A** General Information and Conformance Requirements (the “Services”).

B. Contractor presented The On Top of the World Condominium Association the bid for the services described and further defined in **Exhibit A**

C. The On Top of the World Condominium Association have determined to accept that bid proposal.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Services.** Contractor will provide the Services to The On Top of the World Condominium Association as described in **Exhibit A**, plus any other written plans and written specifications which shall be agreed upon by the parties hereto. Provided however, that this Agreement shall have no force and effect until Contractor has provided The On Top of the World Condominium Association with such proof of insurance as well as any other requirements as are acceptable to Parkway Maintenance and Management Company.

2. **Compensation.** Upon completion of the Services, and thereafter, verification by The On Top of the World Condominium Association that Contractor has provided the Services as described in **Exhibit A**, Contractor shall submit an invoice for such Services to The On Top of the World Condominium Association as outlined in **Exhibit A**. Provided Contractor’s invoice for payment is received by The On Top of the World Condominium Association not later than Tuesday, and subject to satisfactory completion and acceptance of work, payment will be made on the **Friday of the following week after 2:00 p.m.** As often as requested by The On Top of the World Condominium Association and as a condition precedent to payment, Contractor shall sign a final lien waiver/release, as subsequently directed by Parkway Maintenance and Management Company. As often as requested by The On Top of the World Condominium Association and as a condition precedent to payment, Contractor shall submit proof of Contractor’s payment to all contractors, suppliers, laborers, and other persons or entities claiming through Contractor, who furnished labor, materials, services, or equipment in connection with the Services.

3. **Term.** The term of this Agreement shall commence on **October 16th, 2023**, and shall continue to **completion of contract on January 30th, 2024**. By mutual agreement and without change in pricing, this Agreement may be extended an additional year(s), if applicable.

4. **Indemnity.** Contractor shall “hold harmless,” defend and indemnify Parkway Maintenance and Management Company, On Top of the World Condominium Association, Inc., On Top of the World Communities, Inc., and any its related entities’ agents, servants, employees, officers, directors, stockholders and officials thereof from and against any and all claims for loss, damage, liability or responsibility for damage that may arise in connection with the Contractor’s acts or actions arising from or contemplated by this Agreement including, without limitation, harm. Loss or damage resulting to or from personal injury to third persons.

5. **Insurance Requirements.** Unless identified otherwise in the Contractor's Scope of Work, Contractor shall maintain the insurance coverage in accordance with the attached **Exhibit B**.

6. **Business Ethics Expectations.** Contractor understands and agrees to abide by standard of ethical conduct as described in the Business Ethics Expectations provided in **Exhibit C**.

7. **Safety.** The Contractor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the Parkway Maintenance and Management Company's Safety Director for non-compliance with any of the fore mentioned requirements. Contractor at sole cost and expense shall provide safe and sufficient facilities at all times for inspection of the Work by The On Top of the World Condominium Association or its respective representatives. Contractor shall take all safety measures required by The On Top of the World Condominium Association and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. The indemnification provisions of numbered paragraph 4 shall be applicable to this paragraph 7.

8. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause The On Top of the World Condominium Association to become or be deemed a partner of Contractor in the conduct of its business, or otherwise, or to cause The On Top of the World Condominium Association to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as The On Top of the World Condominium Association is and shall remain an independent contractor by reason of this Agreement.

9. **Defective or Non-Conforming Work.** Contractor shall remove and repair or replace at Contractor's expense and at the On Top of the World Condominium Association's convenience, any of its workmanship, material and equipment that is defective or substandard, or is otherwise non-conforming to, the Contract or Contract Documents and/or applicable code requirements, at any time during Contractor's performance of the work required hereunder or within five (5) year(s) workmanship. Contractor shall maintain adequate personnel and equipment to respond within 48 hours to the On Top of the World Condominium Association's requests for services or warranty work, except for Emergency Service, which shall be within eight (8) hours of notice.

10. **Warranties.** Contractor shall guarantee and shall warrant its Services to The On Top of the World Condominium Association for a period of three (3) years,(head and piston not covered) unless otherwise noted.

11. **Termination.** This Agreement may be terminated, with or without cause by either party providing the other with forty-five (45) days written notice to the other. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

12. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by Email delivery or facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to: **Parkway Maintenance and Management Pinellas LLC, on behalf of the On Top of the World Condominium Association**
Shawn Tobias, Senior Manager, Operations
2025 Denmark Street
Clearwater, Fl. 33763

If to:

Tri-State Drilling & Repair Incorporated
John Pummell, Principal
4326 SE Brown Road
Arcadia FL. 34266

13. **Alternative Dispute Resolution.** Any and all claims, disputes or controversies arising as a result of this Master Services Agreement or any of the provisions contained herein shall be submitted first to mediation before a Circuit Court certified mediator or any mediator agreed to by both parties in the venue of Pinellas County, Florida. All parties shall bear their own costs and attorneys' fees.

14. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

15. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Jurisdiction and Venue.** Jurisdiction and venue of any matter involving this Agreement shall be in Pinellas County, Florida.

17. **Rights of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

18. **Amendment.** This Agreement shall not be amended except by written agreement signed by both parties.

19. **No Construction Against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.


20. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

21. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under

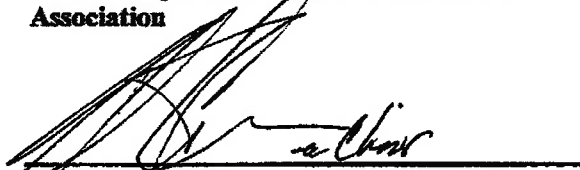
this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:


Print: SHAWN DOHERTY

The On Top of the World Condominium Association


Kenneth D. Colen
Chairman

ATTEST:


Print: PERRY SMITH

Tri-State Drilling & Repair Inc.


John Fummell
Principal

Exhibit A

Services

Quote

PAGE 1 of 2

9/13/2023

To: **On Top Of The World Condominium Assoc.**

Attn: **Andy Harwood**

Phone: **(727) 212-7294**

Job Name: **On Top Of The World Bldg 84**

Address: **2170 Americus Blvd S**

City: **Clearwater**

State: **Florida**

Zipcode: **33763**

Quantity	Description	Unit Price Each	Total
	New cylinder, reuse head & piston		
	Hang and secure car in overhead		
	Remove and dispose of old cylinder, retain head & piston		
	Install 8" PVC liner with end cap		
	Install new 3 stop 6" cylinder w/double bottom		
	Re-install head & piston, plumb and secure cylinder		
	Connect piston to car		
	Install sight tube and seal around pvc		
	Test run, job will be ready for inspection		
	Bldg 84 - 3 stop 6" cylinder - 20' of rise - 4.5" piston		
1	Total for work mentioned above:	\$19,500.00	\$19,500.00
	*Lead time on materials 16 weeks estimated		
	*Customer is responsible for permits & inspection		
	*Quote good for 30 days		
	*If new head & piston is needed - add \$8,300.00		
	*ANY DOWN TIME DUE TO NO FAULT OF OUR OWN add \$350 per/hr		
	**To secure your position on our schedule please submit a PO # and sign below and return	Subtotal	\$19,500.00
		Sales Tax	
	THANK YOU!	Total Amount Due	\$19,500.00

NOTE: If it is deemed necessary to pull the existing casing and/or re-drill the hole, an additional charge of \$325.00 perhour will be added to the Final Invoice...

In the event of any action, litigation or proceeding of any type regarding or relating to performance of this job agreement, the prevailing party shall be entitled to recover its reasonable cost and attorney's fees at all trial, appellate, and bankruptcy levels.

TRI-STATE RESERVES THE RIGHT TO CANCEL ANY AGREEMENT/CONTRACT AT ANYTIME.

IF THIS QUOTE IS ACCEPTED - Please print & sign the Contract/Work Agreement (Page 2) in conjunction with this Quote (Page 1)



TRI-STATE DRILLING & REPAIR, INC.

E-MAILED

Fax (863) 494-7672

Arcadia, Florida 34266

perry@tri-statedrilling.com

9/13/2023 PS

CONTRACT / WORK AGREEMENT

PAGE 2 of 2

This document made between Tri-State Drilling & Repair Inc & On Top Of The World Condominium Assoc.
Contractor Owner
on this day 13 in the month of September 2023, composed of both "Quote (page 1)" and
Day Month
"Contract/Work Agreement (page 2)" being agreed upon by both parties for this elevator project location

Contractor: Tri-State Drilling & Repair Inc.
4326 SE Brown Rd
Arcadia, FL 34266

Owner: On Top Of The World Condominium Assoc.
Owner Rep Andy Harwood

Project Location: On Top Of The World Bldg 84
2170 Americus Blvd S
Clearwater, Florida 33763

Work Performed: New cylinder, reuse head & piston

Owner: (On Top Of The World Condominium Assoc.)

1. Will furnish permits with county or state (if necessary)
2. Will provide ample parking for trucks and trailer(s) at or close to elevator being worked on.
3. Will provide storage if needed for drums, materials, etc... on property until the project is complete.

Contractor: (Tri-State Drilling & Repair Inc.)

1. Will perform all work* Mon thru Fri from 7am to 5pm
(*anything before or after these hours are overtime and will be billed accordingly)
2. Will do our best to contain the mess, however, changing a cylinder/head/piston is a dirty & dusty job. The crew will be jackhammering, welding, grinding, and cutting in the pit and/or parking area. There will be smoke and hoses running from the pit to the air compressor and water hoses on the floor. We do our best to keep them from being a trip hazard.
3. Will protect floors with a protective covering around the pit & work area. (If any other areas need to be covered or protected it will be up to building management to do.) We will not be responsible for skuffmarks or foot tracking on floors. We will seal the floor around the cylinder and casing. We are not responsible for water intrusion after our job is complete.
4. Will do final clean-up & remove our materials at job completion.

Other Terms & Conditions

1. Upon Contractor signing contract, a 50% downpayment is required to order materials.
2. The balance to be paid in full upon completion.
3. All materials remain property of Tri-State Drilling & Repair Inc until final payment is made
4. Down time charges will apply for loss of productivity due to work stoppage caused by others or safety requirements or safety training.
5. If concrete is in the hole and needs to be removed with air tools or jackhammers... it will be billed at \$325.00 per/hr until the hole is cleaned. Same price rate applies if deemed necessary to redrill and/or pull the casing.
6. If Tri-State Drilling & Repair Inc travels to a job that is deemed ready for starting and we cannot perform our work a charge for travel time at \$125.00 per/hour and mileage at \$3.00 per/mile will be billed.
7. If pit cleaning is necessary due to oil, an add'l charge of \$750.00 will be billed
8. If hole collapses or is backfilled and needs to be airlifted to remove debris- it will be billed \$350.00 per hour.
9. If dumpster is needed for spoils- it will be added to the final invoice.
10. Quotes are good for 30 days from date on Quote.
11. Material lead times vary from 12-16 weeks
12. Contractor is responsible for empty drums/barrels for oil containment & removal when complete.

Owner: (On Top Of The World Condominium Assoc.)
(Representative)

Kenneth D. Coleman as Chairman
(Print) (Title)
[Signature]
(Signature) 09/15/2023
(Date)

Contractor: (Tri-State Drilling & Repair Inc)
(Representative)

(Print) (Title)

(Signature) (Date)

Exhibit B
Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID: (Kymberly) c/o Kymberly Group Payroll Solutions, Inc. 3218 E. Colonial Drive, Ste F Orlando, FL 32803	CONTACT NAME: Phil Martina	FAX (A/C, No):
	PHONE (A/C, No, Ext): 407-228-6428	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: SUNZ Insurance Company		34762
INSURED Kymberly Group Payroll Solutions II, Inc. 3218 E Colonial Drive Suite F Orlando FL 32803	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER: 76250712** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	WC064-00001-023	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Tri-State Drilling and Repair Inc
 Client Effective: 2/01/2022

CERTIFICATE HOLDER 43740 On Top of The World Condominium Association Inc 8445 SW 80th Street Ocala, FL 34481	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Rick Leonard
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Great Florida Insurance		NAMED INSURED TRI-STATE DRILLING & REPAIR INC 4326 SE BROWN RD ARCADIA, FL 34266	
POLICY NUMBER 02967050		EFFECTIVE DATE: 04/08/2023	
CARRIER Progressive Express Insurance Company	NAIC CODE 10193		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	\$300,000 Combined Single Limit

Liability coverage may not apply to all scheduled vehicles.

New Vendor Set Up Form

To be returned completed to the Accounting Office prior to start of work on property.

Please check appropriate company (ies):

- On Top of the World Condo Association, Inc
- Sidney Colen & Associates, Ltd.
- On Top of the World Real Estate of Pinellas
- Parkway Maintenance & Management, LLC.

Contact: JOHN PUMMELL
 Company Name: TRI-STATE DRILLING & REPAIR INC
 Address: 4326 SE BROWN RD
 City: ARCADIA State: FL Zip: 34266
 Phone: 863-491-5552 ALT: 863-990-0702
 Email: perry@tri-statedrilling.com
 Tax ID: 611554722

Does this Vendor:

- Provide Service on our Property
- Ship via UPS/Fedex Only
- Deliver Only
- Provide services/products offsite

For Accounting Use Only

Vendor ID: _____

Tax Type:

- Not a 1099 Vendor
- Miscellaneous

On Top of the World Communities, LLC
Insurance Compliance Department
P.O. Box 1010-OT
Hemet, CA 92546
Email: ontopoftheworld@ebix.com
Phone: 951-658-2305
Fax: 770-325-6498

A sample certificate of insurance with all the required information and language is attached. We suggest that you provide the sample certificate of insurance to your insurance agent.

Additional Requirements

- ✓ 8. A copy of your current County Occupational License (in the county where work is being performed.)
- ✓ 9. A completed W-9 Form. (A blank form is attached.)
- ✓ 10. A signed Acknowledgement of Receipt of our Business Ethics Policy (Policy & Acknowledgement enclosed.)
- 11. Signed Contract Agreement
- 12. Signed Leased Employee Affidavit (Agreement enclosed.)

<p>PLEASE PROVIDE THIS DOCUMENTATION PRIOR TO COMMENCEMENT OF WORK, SO AS NOT TO DELAY OR INTERRUPT THE PROCESSING OF YOUR INVOICES FOR PAYMENT</p>
--



OSHA COMPLIANCE OF SUBCONTRACTORS & VENDORS

To All Subcontractors and Vendors:

On Top of the World Communities, LLC requests your immediate assistance in providing copies of your OSHA documentation specifically stating:

- 1) Your OSHA safety programs, as explained to your employees,
- 2) Copies of all of your company's weekly safety tailgate meetings, and
- 3) Any OSHA certifications your employees of subs may possess.

Please return the requested information with your completed vendor packet.

Signature

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to consist of several overlapping loops and strokes, making it difficult to decipher the exact name.

Exhibit C
Business Ethics Policy



BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, LLC (herein after referred to as the "Company") standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company's employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company in which you are or seek to conduct business with expects that you and your organization or business will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company's Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to possible punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager's office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of On Top of the World Communities, LLC Business Ethics Expectations. I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, LLC Business Ethics Expectation document.

Company Name: TRI-STATE DRILLING

Representative Name Please Print: JOHN PUMMELL

Representative Signature: 

Date: 9-14-23

Sign and return to Accounting

Agenda Item 10 – Consider Kittelson & Associates Proposal for traffic study

As stated in a previous meeting of the Board, a traffic study was anticipated to be performed, when the snow-birds returned to OTOW Clearwater, to determine at entrance gates (1) traffic patterns, (2) if a possible modification to the incoming traffic lane(s) could alleviate volume and allow for alterations to the access control points currently in place. This is a budgeted expense should the Board wish to proceed.

Once this proposal is approved, Kittelson & Associates, Inc. will provide an operational analysis based on the following:

- Peak-season adjustment of background traffic using FDOT PSCF Reports
- Analysis of existing roadway and intersection characteristics using methodologies outlined in the Highway Capacity Manual (HCM)
- Determination of turn lane and intersection geometric needs to mitigate any deficiencies resulting project traffic using NCHRP 457 criteria

This traffic study will take place at the four driveways, represented by three intersections:

- Belcher Road at Work Parkway Blvd
- Sunset Point Road at Work Parkway Blvd
- Montclair Road at Utopian Blvd

The traffic study is proposed to occur during the “peak-season” of occupancy at OTOW Clearwater. Traffic turning movement data will be collected for the following time periods:

- AM (7:00 to 9:00) and PM (4:00 to 6:00) on a typical weekday
- Midday (12:00 to 2:00) on a Saturday

Kittelson will provide a technical memorandum internal to the project team summarizing the analysis results with supporting documentation.



225 East Robinson Street, Suite 355
Orlando, FL 32801
P 407.540.0555 F 407.540.0550

November 17, 2023

Project #: 29112

The On Top of the World Condominium Association
c/o Parkway Maintenance & Management Pinellas, LLC
Attn: Shawn Tobias, Senior Operations Manager
2069 World Parkway Boulevard
Clearwater, FL 33763

RE: OTOW Clearwater Intersection Operations Analysis

Dear Shawn:

Kittelison and Associates is pleased to provide a proposal for transportation services associated with the On Top of the World Clearwater project located on the north side of Sunset Point Road and west of US 19 in Clearwater, Florida. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with the project representative, our review of the proposed development plan, and our familiarity with the area.

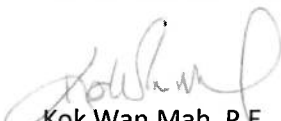
We propose to conduct the services (detailed in Part "A" herein) on a lump sum, as a percentage (%) complete, basis for \$8,600 (detailed in Table 1 of the attached Part "B"). This proposal (scope of work, budget, and timeline) is effective for sixty days.

Kok Wan Mah will serve as the Project Manager and Stephanie Shealey will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

While not included in our proposal at this time, Kittelison & Associates, Inc. has the relevant capabilities, experience, and relationships with local municipalities to support any public improvement design work including, but not limited to frontage improvements, roadway and intersection design, illumination, pavement marking, signing, and traffic signals.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions please call us at 407.373.1127.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Kok Wan Mah, P.E.
Associate Engineer

PROFESSIONAL SERVICES AGREEMENT

November 17, 2023

Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
407.540.0550 (F)

Parkway Maintenance & Management Pinellas, LLC with an office at 2025 Denmark Street, Clearwater, FL 33763 (the "CLIENT") hereby enters into this Professional Services Agreement (this "Agreement") with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the On Top of the World Clearwater Intersection Operations Analysis (the "Project"), subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

Task 1 - Traffic Operations Technical Memorandum

KITTELSON will provide a traffic operations analysis for the four project driveways for the On Top of the World Clearwater located in Clearwater, Florida. The property is divided into three discrete areas. The east area includes most of the residential units and has access to Sunset Point Road and Belcher Road. The west area has access to Belcher Road, across from the east area. The south area has a driveway on Montclair Road.

The four driveways, represented by the three intersections included in the analysis are:

- Belcher Road at World Parkway Boulevard
- Sunset Point Road at World Parkway Boulevard
- Montclair Road at Utopian Boulevard

The operational analysis will assume peak-season occupancy at OTOW Clearwater using information provided by the Client. A recommendation will be made on the geometrics at each intersection for the buildout year. Traffic turning movement data will be collected for the following time periods:

- AM (7:00 to 9:00) and PM (4:00 to 6:00) on a typical weekday
- Midday (12:00 to 2:00) on a Saturday

As part of this task, KITTELSON & ASSOCIATES, INC. will provide an operational analysis based on the following:

- Peak-season adjustment of background traffic using FDOT PSCF Reports
- Analysis of existing roadway and intersection characteristics using methodologies outlined in the Highway Capacity Manual (HCM)

- Determination of turn lane and intersection geometric needs to mitigate any deficiencies resulting project traffic using NCHRP 457 criteria

Deliverable: Kittelson will provide a technical memorandum internal to the project team summarizing the analysis results with supporting documentation.

Task 2 - Meeting Attendance and Additional Work to Support Traffic Analysis

This scope does not include coordination with the City of Clearwater or Pinellas County, preparatory time (graphics and handouts) or attendance time for any Association hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services. Other additional tasks requested by the Client will be covered as an Additional Service with notification and authorization by the Client or Client representative.

PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify and hold harmless, but not defend, each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, legal costs and expenses resulting from any bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON &

ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses, including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
- c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION:** In any dispute arising out of this Agreement or the Services, with the exception of disputes relating to CLIENT's non-payment, partial payment or late payment of any amount due under an invoice issued by KITTELSON & ASSOCIATES, INC. ("Payment Disputes"), for which the remedy will be in accordance with Article XVI of this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services, with the exception of Payment Disputes, shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall be conducted by and pursuant to the rules of Arbitration Service of Portland, Inc. (ASP), and the arbitrator shall be chosen in accordance with ASP rules. Except in the case of Payment Disputes, the parties agree that so long as they are making good-faith efforts to resolve the dispute pursuant to the terms of this Article, they shall continue to perform under this Agreement.

IX. **GOVERNING LAW:** Without regard to conflict of laws, the rights and liabilities of the parties under this Agreement shall be governed by the laws of the State of Oregon.

X. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred

and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run on the last day Services are performed under this Agreement.

- XI. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.

All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.

- XII. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.

- XIII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.

- XIV. **PEER REVIEW:** Any peer review report prepared by KITTELSON & ASSOCIATES INC. as part of the Services herein merely represents its professional, unbiased opinion regarding the deliverable. This opinion is based solely on KITTELSON & ASSOCIATES, INC.'S evaluation of the information provided by CLIENT and should not be considered an exhaustive review, insurance against errors or omissions in the deliverable, or advocacy of the intended project. CLIENT agrees that the purpose and intent of KITTELSON & ASSOCIATES, INC.'S evaluation of the deliverable is to reduce the risk of errors or omissions only and not to eliminate such risk. KITTELSON & ASSOCIATES, INC. offers no warranty or guarantee with regard to any requested peer review performed under this AGREEMENT.

- XV. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days' written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.

- XVI. **PAYMENT TO KITTELSON & ASSOCIATES, INC./REMEDIES FOR PAYMENT DISPUTES:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of Project. Invoices are due

and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within 30 days of receipt of any disputed charges in an invoice (the "Disputed Charges"). In the event CLIENT gives notice of any Disputed Charges in an invoice, the undisputed invoiced amounts are still due and owing under the terms of this Article. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts. Interest charges on past due amounts are in addition to the fixed ceiling for the contract and are not counted in determining whether the fixed ceiling has been reached. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. within 90 days of the issuance of an invoice shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid or terminate this Agreement. Payment Disputes, including but not limited to disputes over (a) CLIENT's non-payment or late payment of any charge on an invoice; and (b) any charge on an invoice identified by CLIENT as a Disputed Charge, are not subject to the Dispute Resolution and Arbitration provisions of Article VIII of this Agreement, and KITTELSON & ASSOCIATES, INC. may avail itself of any and all available legal and equitable remedies to address such Payment Disputes, including, but not limited, to asserting a lien against the real property where PROJECT is located. In the event KITTELSON & ASSOCIATES, INC. is required to undertake collection actions, or otherwise incur any costs in connection with the collection of amounts owing under a past-due invoice, all such costs shall be the responsibility of CLIENT. KITTELSON & ASSOCIATES, INC. prefers that all payments be made through the Automated Clearing House Network ("ACH"). The following bank account information is provided below for this purpose:

Account Name: Kittelson & Associates, Inc.
Bank Name: Chase Bank
Account Number: 179118350
ABA Number: 325070760
Remittance Advice: apinvoice@kittelson.com

- XVII. **PREVAILING PARTY ATTORNEY FEES:** In the event of any litigation between the parties arising out of this Agreement, including mandatory arbitration under Article VIII of this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees incurred in the litigation.
- XVIII. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.
- XIX. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guarantee or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.

XX. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.

XXI. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

AUTHORIZATION TO PROCEED: Signing this form shall constitute agreement with all terms and conditions of this AGREEMENT and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services as of the date first written above (the "EFFECTIVE DATE").

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Traffic Ops Memo	Lump Sum	\$8,100

Accepted for:

**PARKWAY MAINTENANCE & MANAGEMENT
PINELLAS, LLC**

Signature

Print Name

Title

Date

Approved for:

KITTELSON & ASSOCIATES, INC.

Signature

Print Name

Title

Date

Agenda Item 11 – Consider Alan’s Roofing, Inc. Contract for roofing projects at B40, B59, B60, B83 and Sunset Point Entrance Arch

A proposal was sent to 4 qualified roofing contractors to bid reroofing projects B40, B59, B60, B83 and Sunset Point Entrance Arch. (These projects are included within the Operating Budget.) Three contractors responded and one did not.

Results of the bids are as follows:

- Alans Roofing - \$1,057,661 total
- Sutter Roofing - \$1,479,967 total
- P & A Roofing - \$2,069,000 total

Based on the bids, the Management Company recommends that the Board approve the Proposal for Alans Roofing and their proposal is included.

Proposal and Acceptance**B40****9/29/2023**

For: ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION

Project Info: B40 2404 Florentine Way Clearwater Fl 33763

Contact: Shawn Tobias

727-224-2126

shawn_tobias@otowfl.com

Prepared By: Charles Higdon

352-277-2925

charles.arinc@gmail.com**Scope of work to reroof with fully adhered 60 mil TPO roof system**

- Obtain required permits, contain, remove and dispose of debris included
- Remove existing BUR down to gypsum deck
- Replace wood per wood addendum unit prices
- Cost to supply and install wood nailers to match new roof thickness are included.
- Replace Gypsum decking @ 84.00 per bag of Pyrofill. 1 bag covers 4 square feet.
- Fully adhere 1/2" "Secure-Rok" gypsum recovery board to field area with Mellenium 1 step
- Fully adhere 60 mill Mule Hide TPO Roof system with standard MH Bonding adhesive
- Install 1/4" Secure Rok cover board to parapet walls and Fully adhere 60 mill TPO over top
- Reuse existing coping cap system
- Fabricate and Install TPO clad metal gravel stop at all Rakes.
- Fabricate and Install 6" stretch (3' on the deck, 2.5" face plus .5" kick) TPO clad Miami Drip edge over TPO bleed sheet at all Leading Edges
- Install new 6" K style gutters with Obdyke style brackets, reusing existing downspouts
- Elevator shaft terminations sealed with termination bar and SM counterflashing.
- Install TPO roof system over elevator shaft cap with clad metal drip edge
- Replace all boots and vents with preformed TPO flashings
- Install 20' of 2 Ply TPO Expansion Joint system over tapered 4' X panels
- Remove existing scuttle and install Bilco S20 series roof hatch
- Register Mule Hide 20 year NDL warranty and pull test
- Class 7 forklift rental included for duration of project
- Payment terms- 33% Due upon time of Material delivery, 33% due upon 2/3 completion, and remaining 34% due upon walk through.

Mule Hide 20 year NDL warranted system**\$315,920.00**

Upgrade option: CC 1/4" slope ISO tapered system +\$11,600.00

ACCESS: Customer agrees to allow access to the property and realizes that heavy equipment is being used. Contractor agrees to restrict delivery, staging, and installation operations to areas mutually agreed by both parties prior to commencement of the work. 3 Contractor shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, sprinkler systems, gardens, septic systems, and any other structures thereof, during performance of this agreement.

DAMAGE, ETC: Should customer become aware of damage to property by Contractor, his agents, or employees during the installation of the roof said damage shall be brought to the attention of the Contractor prior to the time of payment for the roof in question. If Customer fails to notify the Contractor of said damage within 15 working days of completion, then shall waive all rights against Contractor concerning said damage.

DELAYS, ETC: Hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes, and material supply shortages which are beyond the control of the Contractor and hereby accepts any delays occasioned by one or all of these circumstances in the installation of his roof. Further, if the acceptor should cancel this agreement after three business days from entering agreement for any reason, acceptor agrees to pay to Contractor 10% of the total contract price.

PAYMENT CONTRACT: Customer hereby agrees that if the amounts due and owing hereunder are not paid when due, also shall be liable to pay all costs of cancellation, including, but not limited to, reasonable attorney's fees and costs, which amounts together with all sums due and owing hereunder, shall bear interest of 1.5% per month.

MEDIATION AND BINDING ARBITRATION: Contractor, Customer and/or all parties to this agreement hereby waive and release any and all rights to a jury trial under Florida law. All parties hereby agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof including tort claims for property damage (collectively as "Legal Claims"), shall be settled first by mediation and then (in the event mediation is unsuccessful) by, and only by, binding arbitration. Both mediation and binding arbitration shall be administered by the American Arbitration Association ("AAA"). If a party's Legal Claims are not resolved (in full or in part) at mediation, then such remaining Legal Claims shall be settled by binding arbitration administered by the AAA before a single arbitrator (who is either Board Certified in construction law or has significant experience in construction law) in accordance with the AAA's Construction Arbitration Rules. Such arbitration shall take place in-person in either Sumter or Hernando County, Florida and judgment on the award rendered by the sole arbitrator shall be entered in any Court having jurisdiction thereof.

ACCEPTANCE PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. The terms and conditions of this proposal, when conflicting with other related documents, shall supersede all other documents, regardless of date of origin, title, or causation. All contracts are subject to management approval.

CUSTOMER SIGNATURE: _____ **CONTRACTOR SIGNATURE:** _____

Construction Industries Recovery Fund:

Payment may be available from the 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 State Licensed Contractor. For information about the Recovery Fund and filing a claim, contact the Florida CILB at the following telephone number and address: 850-487-1395, Florida Construction Industry Licensing Board, 1940 N. Monroe Street, Tallahassee, FL 32399.

Commercial & Residential
Hernando: (352) 686-3330 ♦ Citrus: (352) 341-1400 ♦ Pasco: (727) 816-9278
Toll Free: (800) 309-5667 ♦ Fax: (352) 754-8902
www.alansroofinginc.com
Established 1986



September 29, 2023

Proposal and Acceptance

For: ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION

Project Info: B59 2291 Sumatran Way Clearwater FL 33763

Contact: Shawn Tobias

727-224-2126

shawn_tobias@otowfl.com

Prepared By: Charles Higdon

352-277-2925

charles.arinc@gmail.com

Proposed scope of to reroof with mechanically fastened 60 mil TPO roof system

- Obtain required Roofing permit
- Contain, remove and dispose of debris @ an EPA approved landfill
- Remove existing BUR down to Steel deck
- Rotten wood and/or steel deck repairs are not included in this proposal. These repairs are billed per change order. See "Wood Addendum" for unit pricing. Structural steel deck and/or Bar joist repairs billed cost plus at 125% of cost.
ie: Mat+labor+freight+del X 1.25= Steel Repair Total
- Cost to retrofit leading edge nailer is included.
- Preliminary attach 1.5" PolyISOcyanurate (ISO) rigid insulation board with 3" #14 HD fasteners and 3" smooth plates ***
- Mechanically fasten MH 60 mill TPO Roof system to FPA# 12272.1 system SC-79 specifications. 90.5" laps w/ 2 1/2 sheets, fastened 6" OC, #15 EHD fasteners, 2.4" barbed plates
- Aluminum Railing system to be Removed and Reinstalled "BY OTHERS"
- Fully adhere 60 mill TPO flashing sheets and terminate with MH t-bar & SMCF
- Fabricate and Install 8" stretch TPO clad metal gravel stop at Parapet Railing Curb Detail and both Rakes.
- Fabricate and Install 6" stretch TPO clad metal Miami Drip over TPO bleed sheet at eaves
- Install new 6" OG gutters with Obdyke style brackets, reusing existing downspouts
- Replace all boots and vents with preformed TPO flashings
- Install 52' of Expandoflash EJ system set over tapered ISO Q panels on both sides
- Remove existing scuttle and install Bilco S20 series roof hatch
- Class 7 forklift rental included for duration of project
- Payment terms- 33% Due upon time of Material delivery, 33% due upon 2/3 completion, and remaining 34% due upon walk through.
- Provide 20 year workmanship and material NDL warranty from Mule Hide Building Products

Mule Hide TPO roof system with 20 year NDL warranty

\$162,896.00

*****Discount option: Substitute 1.5" ISO with 1.5" EPS deduct - \$5,325.00**
NOTE- EPS cannot be used in a Class A Fire Rated system w/o gypsum coverboard

ACCESS: Customer agrees to allow access to the property and realizes that heavy equipment is being used. Contractor agrees to restrict delivery, staging, and installation operations to areas mutually agreed by both parties prior to commencement of the work. 3 Contractor shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, sprinkler systems, gardens, septic systems, and any other structures thereof, during performance of this agreement.

DAMAGE, ETC: Should customer become aware of damage to property by Contractor, his agents, or employees during the installation of the roof said damage shall be brought to the attention of the Contractor prior to the time of payment for the roof in question. If Customer fails to notify the Contractor of said damage within 15 working days of completion, then shall waive all rights against Contractor concerning said damage.

DELAYS, ETC: Hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes, and material supply shortages which are beyond the control of the Contractor and hereby accepts any delays occasioned by one or all of these circumstances in the installation of his roof. Further, if the acceptor should cancel this agreement after three business days from entering agreement for any reason, acceptor agrees to pay to Contractor 10% of the total contract price.

PAYMENT CONTRACT: Customer hereby agrees that if the amounts due and owing hereunder are not paid when due, also shall be liable to pay all costs of cancellation, including, but not limited to, reasonable attorney's fees and costs, which amounts together with all sums due and owing hereunder, shall bear interest of 1.5% per month.

MEDIATION AND BINDING ARBITRATION: Contractor, Customer and/or all parties to this agreement hereby waive and release any and all rights to a jury trial under Florida law. All parties hereby agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof including tort claims for property damage (collectively as "Legal Claims"), shall be settled first by mediation and then (in the event mediation is unsuccessful) by, and only by, binding arbitration. Both mediation and binding arbitration shall be administered by the American Arbitration Association ("AAA"). If a party's Legal Claims are not resolved (in full or in part) at mediation, then such remaining Legal Claims shall be settled by binding arbitration administered by the AAA before a single arbitrator (who is either Board Certified in construction law or has significant experience in construction law) in accordance with the AAA's Construction Arbitration Rules. Such arbitration shall take place in-person in either Sumter or Hernando County, Florida and judgment on the award rendered by the sole arbitrator shall be entered in any Court having jurisdiction thereof.

ACCEPTANCE PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. The terms and conditions of this proposal, when conflicting with other related documents, shall supersede all other documents, regardless of date of origin, title, or causation. All contracts are subject to management approval.

CUSTOMER SIGNATURE: _____ CONTRACTOR SIGNATURE: _____

Construction Industries Recovery Fund:

Payment may be available from the 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 State Licensed Contractor. For information about the Recovery Fund and filing a claim, contact the Florida CILB at the following telephone number and address: 850-487-1395, Florida Construction Industry Licensing Board, 1940 N. Monroe Street, Tallahassee, FL 32399.

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Toll Free: (800) 309-5667 • Fax: (352) 754-8902
www.alansroofinginc.com



September 29, 2023

Proposal and Acceptance

For: ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION

Project Info: **B60** 2385 Tahitian Lane Clearwater Fl 33763

Contact: Shawn Tobias 727-224-2126 shawn_tobias@otowfl.com

Prepared By: Charles Higdon 352-277-2925 charles.arinc@gmail.com

Proposed scope of to reroof with mechanically fastened 60 mil TPO roof system

- Obtain required Roofing permit
- Contain, remove and dispose of debris @ an EPA approved landfill
- Remove existing BUR down to Steel deck
- Rotten wood and/or steel deck repairs are not included in this proposal. These repairs are billed per change order. See "Wood Addendum" for unit pricing. Structural steel deck and/or Bar joist repairs billed cost plus at 125% of cost.
ie: Mat+labor+freight+del X 1.25= Steel Repair Total
- Cost to retrofit eave nailer is included.
- Preliminary attach 1.5" PolyISOcyanurate (ISO) rigid insulation board with 3" #14 HD fasteners and 3" smooth plates ***
- Mechanically fasten MH 60 mill TPO Roof system to FPA# 12272.1 system SC-79 specifications. 90.5" laps w/ 2- 1/2 sheets, 6" OC, #15 EHD screws, & 2.4" barbed seam plates
- Install 1/4" Secure Rok cover board to parapet walls and Elevator shaft
- Fully adhere 60 mill TPO flashing sheets to parapet walls, CC walls & stairwell towers
- Install 12 mill finished 4' Off Ridge Vents to parapet walls
- Install 2 sq of Owens Corning Duration series field shingles for stairwell tie in- Driftwood
- Reuse existing upper coping cap system. *Upgrade option \$13,010.00*
- Fabricate and Install 8" stretch TPO clad metal gravel stop over bleed sheet at Rakes.
- Fabricate and Install 6" stretch TPO clad metal Miami Drip over TPO bleed sheet at eaves
- Install new 6" OG gutters with Obdyke style brackets, reusing existing downspouts
- Elevator shaft terminations sealed with termination bar and SM counterflashing.
- Install TPO roof system over elevator shaft cap with clad metal drip edge
- Replace all boots and vents with preformed TPO flashings
- Install 9' of 2 Ply TPO Expansion Joint system over tapered Q panels
- Remove existing scuttle and install Bilco S20 series roof hatch
- Class 7 forklift rental included for duration of project
- Payment terms- 33% Due upon time of Material delivery, 33% due upon 2/3 completion, and remaining 34% due upon walk through.
- Provide 20 year workmanship and material NDL warranty from Mule Hide Building Products

Mule Hide TPO roof system with 20 year NDL warranty \$273,164.00

**** CC Tapered system mandatory- cost included**

*****Discount option: Substitute 1.5" ISO with 1.5" EPS deduct - \$10,550.00**

NOTE- EPS cannot be used in a Class A Fire Rated system w/o gypsum coverboard

ACCESS: Customer agrees to allow access to the property and realizes that heavy equipment is being used. Contractor agrees to restrict delivery, staging, and installation operations to areas mutually agreed by both parties prior to commencement of the work. Contractor shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, sprinkler systems, gardens, septic systems, and any other structures thereof, during performance of this agreement.

DAMAGE, ETC: Should customer become aware of damage to property by Contractor, his agents, or employees during the installation of the roof said damage shall be brought to the attention of the Contractor prior to the time of payment for the roof in question. If Customer fails to notify the Contractor of said damage within 15 working days of completion, then shall waive all rights against Contractor concerning said damage.

DELAYS, ETC: Hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes, and material supply shortages which are beyond the control of the Contractor and hereby accepts any delays occasioned by one or all of these circumstances in the installation of his roof. Further, if the acceptor should cancel this agreement after three business days from entering agreement for any reason, acceptor agrees to pay to Contractor 10% of the total contract price.

PAYMENT CONTRACT: Customer hereby agrees that if the amounts due and owing hereunder are not paid when due, also shall be liable to pay all costs of cancellation, including, but not limited to, reasonable attorney's fees and costs, which amounts together with all sums due and owing hereunder, shall bear interest of 1.5% per month.

MEDIATION AND BINDING ARBITRATION: Contractor, Customer and/or all parties to this agreement hereby waive and release any and all rights to a jury trial under Florida law. All parties hereby agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof including tort claims for property damage (collectively as "Legal Claims"), shall be settled first by mediation and then (in the event mediation is unsuccessful) by, and only by, binding arbitration. Both mediation and binding arbitration shall be administered by the American Arbitration Association ("AAA"). If a party's Legal Claims are not resolved (in full or in part) at mediation, then such remaining Legal Claims shall be settled by binding arbitration administered by the AAA before a single arbitrator (who is either Board Certified in construction law or has significant experience in construction law) in accordance with the AAA's Construction Arbitration Rules. Such arbitration shall take place in-person in either Sumter or Hernando County, Florida and judgment on the award rendered by the sole arbitrator shall be entered in any Court having jurisdiction thereof.

ACCEPTANCE PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. The terms and conditions of this proposal, when conflicting with other related documents, shall supersede all other documents, regardless of date of origin, title, or causation. All contracts are subject to management approval.

CUSTOMER SIGNATURE: _____ CONTRACTOR SIGNATURE: _____

Construction Industries Recovery Fund:

Payment may be available from the 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 State Licensed Contractor. For information about the Recovery Fund and filing a claim, contact the Florida CILB at the following telephone number and address: 850-487-1395, Florida Construction Industry Licensing Board, 1940 N. Monroe Street, Tallahassee, FL 32399.

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Toll Free: (800) 309-5667 • Fax: (352) 754-8902
www.alansroofinginc.com
Fl. Contractors Assoc.



September 29, 2023

Proposal and Acceptance

For: ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION

Project Info: **B83** 2257 World Parkway Blvd West, Clearwater FL 33763

Contact: Shawn Tobias 727-224-2126 shawn_tobias@otowfl.com

Prepared By: Charles Higdon 352-277-2925 charles.arinc@gmail.com

Proposed scope of to reroof with mechanically fastened 60 mil TPO roof system

- Obtain required Roofing permit
- Contain, remove and dispose of debris @ an EPA approved landfill
- Remove existing BUR down to Steel deck
- Rotten wood and/or steel deck repairs are not included in this proposal. These repairs are billed per change order. See "Wood Addendum" for unit pricing. Structural steel deck and/or Bar joist repairs billed cost plus at 125% of cost.
ie: Mat+labor+freight+del X 1.25= Steel Repair Total
- Cost to retrofit eave nailer is included.
- Preliminary attach 1.5" PolyISOcyanurate (ISO) rigid insulation board with 3" #14 HD fasteners and 3" smooth plates ***
- *Mechanically fasten 1/4" slope ISO Tapered system to center core elevation-Minimum thickness 2" @ leading edge & 7" at elevator shaft ****
- Mechanically fasten MH 60 mill TPO Roof system to FPA# 12272.1 system SC-79 specifications. 90.5" laps w/ 2- 1/2 sheets, 6" OC, #15 EHD screws, & 2.4" barbed seam plates
- Install 1/4" Secure Rok cover board to CC walls and Elevator shaft
- Fully adhere 60 mill TPO flashing sheets to parapet walls, CC walls & stairwell towers
- Reuse existing upper coping cap system. *Upgrade option \$14,650.00*
- Fabricate and install new prefinished white 24 gauge coping cap @ parapet opening bases
- Fabricate and Install 8" stretch TPO clad metal gravel stop over bleed sheet at Rakes.
- Fabricate and Install 6" stretch TPO clad metal Miami Drip over TPO bleed sheet at eaves
- Install new 6" OG gutters with Obdyke style brackets, reusing existing downspouts
- Elevator shaft terminations sealed with termination bar and SM counterflashing.
- Install TPO roof system over elevator shaft cap with clad metal drip edge
- Replace all boots and vents with preformed TPO flashings
- Install 22' of 2 Ply TPO Expansion Joint system over tapered Q panels
- Remove existing scuttle and install Bilco S20 series roof hatch
- Class 7 forklift rental included for duration of project
- Payment terms- 33% Due upon time of Material delivery, 33% due upon 2/3 completion, and remaining 34% due upon walk through.
- Provide 20 year workmanship and material NDL warranty from Mule Hide Building Products

Mule Hide TPO roof system with 20 year NDL warranty

\$281,473.00

**** Center Core Tapered system required, cost is included in base price**

*****Discount option: Substitute 1.5" ISO with 1.5" EPS deduct - \$11,610.00**

NOTE- EPS cannot be used in a Class A Fire Rated system w/o gypsum coverboard

ACCESS: Customer agrees to allow access to the property and realizes that heavy equipment is being used. Contractor agrees to restrict delivery, staging, and installation operations to areas mutually agreed by both parties prior to commencement of the work. Contractor shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, sprinkler systems, gardens, septic systems, and any other structures thereof, during performance of this agreement.

DAMAGE, ETC: Should customer become aware of damage to property by Contractor, his agents, or employees during the installation of the roof said damage shall be brought to the attention of the Contractor prior to the time of payment for the roof in question. If Customer fails to notify the Contractor of said damage within 15 working days of completion, then shall waive all rights against Contractor concerning said damage.

DELAYS, ETC: Hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes, and material supply shortages which are beyond the control of the Contractor and hereby accepts any delays occasioned by one or all of these circumstances in the installation of his roof. Further, if the acceptor should cancel this agreement after three business days from entering agreement for any reason, acceptor agrees to pay to Contractor 10% of the total contract price.

PAYMENT CONTRACT: Customer hereby agrees that if the amounts due and owing hereunder are not paid when due, also shall be liable to pay all costs of cancellation, including, but not limited to, reasonable attorney's fees and costs, which amounts together with all sums due and owing hereunder, shall bear interest of 1.5% per month.

MEDIATION AND BINDING ARBITRATION: Contractor, Customer and/or all parties to this agreement hereby waive and release any and all rights to a jury trial under Florida law. All parties hereby agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof including tort claims for property damage (collectively as "Legal Claims"), shall be settled first by mediation and then (in the event mediation is unsuccessful) by, and only by, binding arbitration. Both mediation and binding arbitration shall be administered by the American Arbitration Association ("AAA"). If a party's Legal Claims are not resolved (in full or in part) at mediation, then such remaining Legal Claims shall be settled by binding arbitration administered by the AAA before a single arbitrator (who is either Board Certified in construction law or has significant experience in construction law) in accordance with the AAA's Construction Arbitration Rules. Such arbitration shall take place in-person in either Sumter or Hernando County, Florida and judgment on the award rendered by the sole arbitrator shall be entered in any Court having jurisdiction thereof.

ACCEPTANCE PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. The terms and conditions of this proposal, when conflicting with other related documents, shall supersede all other documents, regardless of date of origin, title, or causation. All contracts are subject to management approval.

CUSTOMER SIGNATURE: _____ CONTRACTOR SIGNATURE: _____

Construction Industries Recovery Fund:

Payment may be available from the 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 State Licensed Contractor. For information about the Recovery Fund and filing a claim, contact the Florida CILB at the following telephone number and address: 850-487-1395, Florida Construction Industry Licensing Board, 1940 N. Monroe Street, Tallahassee, FL 32399.

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Toll Free: (800) 309-5667 • Fax: (352) 754-8902
www.alansroofinginc.com



"Home of the FREE Roof Inspection"

Proposal and Acceptance Sunset Point Parisian Arch 9/29/23

For: ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION
Project Info: **Sunset Point Entrance Guard Shack**, Clearwater Fl 33763
Contact: Shawn Tobias 727-224-2126 shawn_tobias@parkwayclw.com
Prepared By: Charles Higdon 352-277-2925 charles.arinc@gmail.com

Scope of work to Reroof with MH 20 year NDL warranted TPO roof system

- Obtain required Roofing permit
- Contain, remove and dispose of debris @ an EPA approved landfill
- Remove existing BUR down to Wood deck
- Wood repair not included. See wood addendum for unit pricing- 10% discount to total
- Cost to supply and install wood nailers to match new roof thickness are included.
- Mechanically fasten polyisocyanurate tapered system- 1/4" per foot, Minimum 1/2" thickness
- Mechanically fasten 60 mill TPO Roof system
- Fully adhere 60 mill TPO flashing sheet to all parapet walls. Terminate with MH t-bar and SMCF- Reuse existing through wall receiver flashing if possible
- Furnish and install 2 -Aluminum 3" Retrofit drain insert assemblies with backflow preventors
- Contractor is not responsible for degraded stucco, masonry, and balustrades unable to withstand vibration of the installation process, and/or maintain fastener pressures
- Fabricate 16"x16" wood curb and attach to framing members to support antenna. Flash new curb, furnish and install 24 gauge steel curb cap. Antenna to be realigned "BY OTHERS"
- Remove existing scuttle and install Bilco S20 series roof hatch
- Remove, frame opening, and deck over existing cubs no longer in use
- Class 7 forklift rental included for duration of project
- Install to Mule Hide 20 year NDL warranty specifications, and provide NDL warranty certificate upon completion
- Payment terms- Due upon completion

INITIAL THE ACCEPTED SYSTEM

MECHANICALLY FASTENED TAPERED ISO / MECHANICALLY FASTENED ROOF COVER- NOT FIRE RATED *** \$22,725.00 _____

MECHANICALLY FASTENED TAPERED ISO / BONDED ROOF COVER - NOT FIRE RATED \$24,208.00 _____

MECHANICALLY FASTENED TAPERED ISO w/ 1/4" SECURE ROCK FR COVER BOARD / BONDED ROOF COVER *** \$25,890.00 _____

ACCESS: Customer agrees to allow access to the property and realizes that heavy equipment is being used. Contractor shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, sprinkler systems, gardens, septic systems, and any other structures thereof, as a result of rooftop or job deliveries.

DAMAGE, ETC: Should customer become aware of damage to property by Contractor, his agents, or employees during the course of installation of the roof said damage shall be brought to the attention of the Contractor prior to the time of payment for the roof in question. If Customer fails to notify the Contractor of said damage within 5 working days of occurrence, then shall waive all rights against Contractor concerning said damage.

DELAYS, ETC: Hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes, and material supply shortages which are beyond the control of the Contractor and hereby accepts any delays occasioned by one or all of these circumstances in the installation of his roof. Further, if the acceptor should cancel this agreement after three business days from entering agreement for any reason, acceptor agrees to pay to Contractor 10% of the total contract price.

PAYMENT CONTRACT: Customer hereby agrees that if the amounts due and owing hereunder are not paid when due, also shall be liable to pay all costs of cancellation, including, but not limited to, reasonable attorney's fees and costs, which amounts together with all sums due and owing hereunder, shall bear interest of 2% per month.

ACCEPTANCE PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. All contracts are subject to management approval.

CUSTOMER SIGNATURE: _____ **CONTRACTOR SIGNATURE:** _____

Construction Industries Recovery Fund:

Payment may be available from the 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 State Licensed Contractor. For information about the Recovery Fund and filing a claim, contact the Florida CILB at the following telephone number and address: 850-487-1395, Florida Construction Industry Licensing Board, 1940 N. Monroe Street, Tallahassee, FL 32399.

Commercial & Residential
Hernando: (352) 686-3330 ♦ Citrus: (352) 341-1400 ♦ Pasco: (727) 816-9278
Toll Free: (800) 309-5667 ♦ Fax: (352) 754-8902
www.alansroofinginc.com
© 2008 Alans Roofing, Inc.

Agenda Item 12 – Consider Mike Moody Painting & Waterproofing 5-year Proposal (in accordance with RFP, proposed prices attached)

An RFP for painting services for the OTOW Condominium Association was distributed via email to 4 qualified contractors on July 28.

The RFP closed on Friday, September 15. All four vendors responded with an intent to bid the work, but only Moody Painting & Waterproofing provided a bid as of the RFP deadline.

The current contract for Moody Painting & Waterproofing expires January 10, 2024, however, Moody Painting has agreed to extend their current contract and pricing to June 30, 2024.

This contract proposal should the Board approve would go into effect for a 5-year period from July 1, 2024 – June 30, 2029.



PROPOSAL

Mike Moody
Painting & Waterproofing
115 Happiness Dr.
Welaka, Fl 32193
Phone: 352-598-0851

Date: September 13, 2023

Proposal Submitted To:

Name Shawn Tobias
Street
City
State
Phone

Work to Be Performed At:

Name OTOW Clearwater
City Clearwater State Fl

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Painting and Waterproofing in accordance with OTOW RFP

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars). With payment to be made as follows:

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 upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by:

Respectfully submitted **Mike Moody Painting** Per **Mike Moody**

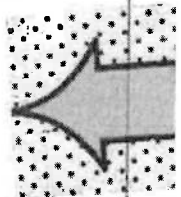
Note-This proposal may be withdrawn by us if not accepted within **30** days.

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.

Date _____

Signature _____



Parkway Maintenance and Management Pinellas LLC, the maintenance provider for On Top Of the World Condominium Association, Inc. in Clearwater, is soliciting proposals for the application of paint and waterproofing services for a 5-year period and to the spec as defined within this RFP.

Proposals will be accepted until **September 15th, 2023 at 1:00pm**. Bids will be accepted by **Email only**. **No facsimile copies will be accepted**. Bids submitted by Email should have **Request For Proposal; OTOWCA-2324PS** in the subject field and be formatted in **PDF format only**.

ALL BIDS SHOULD BE FORMALLY ADDRESSED TO THE ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION Inc., in the care of Shawn Tobias/Senior Manager, Parkway Maintenance & Management Pinellas LLC.

Please submit all proposals and emails to: Shawn.Tobias@parkwayclw.com

Questions regarding this RFP should also be directed to:

Shawn Tobias – Senior Manager, Operations
Parkway Maintenance and Management Pinellas LLC
2025 Denmark Street, Clearwater, Fl. 33763
(727)799-3270

In compliance with this Request For Proposal, all contractors agree to furnish the services described in the RFP attachments along with proof of insurance and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified only by mutual agreement in subsequent negotiations or by authorization of a signed change order.

Please complete the information below:

Date: Sept. 13, 2023

Name and address of Vendor:

MIKE MOODY PAINTING + WATERPROOFING, INC.
115 HAPPINESS DR WELAKA FL
Zip Code: 32193

Phone Number: 352-598-0851

Submitters Name: Herman E. Rodriguez
Title/Position with Contractor: Owner

EIN(Federal Tax ID)#: 59-359-4413



Mike Moody Painting & Waterproofing, Inc.

115 Happiness Dr.

Welaka, FL 32193

LIC.#C-8507

Phone (352)598-0851

2 Story Fronts no Ceilings \$11,675.00

Buildings 63,64,65,67,68,69, 70

2 Story Fronts including Ceilings \$15,750.00

Buildings 66,77,78,51,52,46,59,39,38,33,19,3,2

Contractor Pricing Bid Sheet

- Paint application bid per 3- story "X" design building \$ 31,829 .00
- Paint application bid per 2- story straight design building \$ SEE ENCLOSED SHEET .00
- Paint application bid per 3- story straight design building \$ 31,829 .00
- Paint application bid per 3- story "L" design building \$ 28,462 .00
- Paint application bid per 3- story "W" design building \$ 63,580 .00

- Waterproofing application bid per 3- story "X" design building \$ 23,892 .00
- Waterproofing application bid per 2- story straight design building \$ 10,005 .00
- Waterproofing application bid per 3- story straight design building \$ 23,890 .00
- Waterproofing application bid per 3- story "L" design building \$ 22,612 .00
- Waterproofing application bid per 3- story "W" design building \$ 47,780 .00

The attached map defines buildings by design:

- 2- story *straight design* buildings: 2,3,19,33,38,39,46,51,52,59,63,64,65,66,67,68,69,70,77,78
- 3- story *straight design* buildings: 44,45,79,91,92
- 3-story "L" *design* building: 82
- 3- story "W" *design* building: 84
- 3- story "X" *design* buildings: All others on attached map not listed above

FRONT X - 2,892
 BACK X - 2,172
 FRONT 2 - 3,707 w/o SOFFIT
 BACK 2 - 4,555

B8A FRONT - 5,707 +
 BACK - 4,339 +

Agenda Item 13 – Consider ADL Aluminum, Inc. Proposals

- a. Railing Replacement, B94 - \$80,222.24
- b. Radius Replacement, B94 - \$18,252.00
- c. Railing Replacement, B91 - \$46,054.46
- d. Railing Replacement, B92 - \$46,054.46
- e. Railing Replacement, B95 - \$45,225.03

The above projects are budgeted in fiscal year 2023-2024 budget.

The Management Company bid this work to 3 qualified contractors and the only entity that provided proposals for this year's RFP was ADL Aluminum, Inc.



ADL Aluminum, Inc.
2101 34TH WAY, UNIT A
LARGO, FL 33771 US
(727) 531-7176
david@adlaluminum.com
www.adlaluminum.com

Estimate

ADDRESS

On Top of the World
Condominium Assoc. , Inc.
2069 World Parkway blvd. E
Clearwater, FL 33763

ESTIMATE # 10126
DATE 08/15/2023

DESCRIPTION

QTY RATE AMOUNT

RAILING REPLACEMENT, BUILDING #94

All existing stair guardrails will be removed, and left for the association to dispose of (as per request).

New aluminum guardrails and handrails to be code compliant and meet all 2020 FBC.

New guardrails and stair guardrails are to be a minimum of 42" in overall height.

Guardrail are to be made from aluminum extrusions, custom fabricated, and mechanically assembled.

Components to be as follows:

- 1.8" x 1.5" snap posts (HR4A),
- 1.8" x 1" bottom channel (HR3),
- 1" sq. pickets (HR5), and 2" x 1.5" Breadleaf Top Cap (HR14).

Guardrails are to be installed using the core drilled & face mount method. A 3.5" diameter hole x 3.5" deep to be drilled into concrete substrate to accept posts. Posts pockets to be filled and guardrails to be secured with Hard-Rok Anchoring Cement .

Handrails are to be custom fabricated and installed along the stairs/walls and set between 34" and 38" (per code). Handrails are to be manufactured from 1-1/2" diameter x 1/8" wall, round aluminum tube which is custom bent/welded to conform with the stairs. Handrail to be attached to the guardrails (and walls) using handrail brackets that conform with life-safety codes. Code required ADA loops are to be fabricated and installed at the bottom of each stairwell.

All aluminum extrusions to come with industry standard polyester powder coat paint finish coating from the distributor.

All handrail and handrail brackets to come with a Sherwin Williams super Durable powder coat finish applied after fabrication.

All railings to be WHITE in color.

All fabrication fasteners to be 410 stainless steel UltraCote fastener

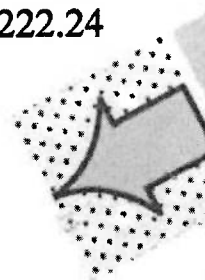
DESCRIPTION	QTY	RATE	AMOUNT
<p>Due to the length of the runs of walkway guardrails and for the safety of the residents slab grabbers will need to be installed on the walkway slab edges. The existing guardrails will be cut away from the concrete slab secured to the slab grabbers for temporary guardrails. Once the new guardrails are installed the temporary guardrails and slab grabbers shall be removed.</p>			
Installation and removal of slab grabbers and temporary safety rails.	1	9,000.00	9,000.00
906 LF of straight walkway guardrail	906	51.83	46,957.98
Exterior stair guard rail	160	53.08	8,492.80
Exterior stair hand rail	472	20.50	9,676.00
Interior stair guard rail	37	53.08	1,963.96
Interior stair hand rail	87	20.50	1,783.50
Guardrail height extensions	64	13.25	848.00
Site specific sealed engineered drawings & permit fee	1	1,500.00	1,500.00

Price includes all removal of existing guardrails, measuring, materials, fabrication drawings, fabrication, delivery, installation, site specific engineered drawings and permit.

SUBTOTAL	80,222.24
TAX	0.00
TOTAL	\$80,222.24

Accepted By

Accepted Date





ADL Aluminum, Inc.
 2101 34TH WAY, UNIT A
 LARGO, FL 33771 US
 (727) 531-7176
 david@adlaluminum.com
 www.adlaluminum.com

Estimate

ADDRESS

On Top of the World
 Condominium Assoc. , Inc.
 2069 World Parkway blvd. E
 Clearwater, FL 33763

ESTIMATE # 10127
DATE 08/15/2023

DESCRIPTION	QTY	RATE	AMOUNT
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RADIUS RAILING REPLACEMENT, BUILDING #94

This quote is an extension of quote #10126

ADL to remove existing radius guardrails from the existing knee wall and replace with new custom manufactured 2-line guardrails.
 Guardrails are to be made from round 1 1/4 schedule 40 aluminum pipe.
 Post to made for a surface mount installation with welded plates.
 After fabrication the new guardrails will be painted with "Sherwin Williams Super Durable" powder caot paint coating.
 Installation fasteners to be stainless steel.

Existing post are covered over with stucco and will need to be repaired and painted before installation of the new guardrails .
 This work to be done by others.

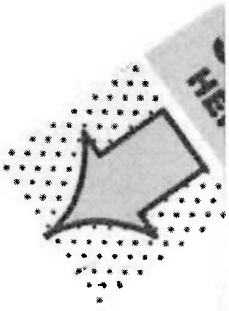
There is 12 areas with radius guardrails for a total of 208 lineal feet.

208 lineal feet of radius guardrail as described above.	208	87.75	18,252.00
---	-----	-------	-----------

Quotations are good for 30 days. All workmanship and material comes with an industry standard one year warranty, unless otherwise noted above. By Signing below you agree to the quoted amount and terms specified. We appreciate the opportunity to provide a quote on your project!

SUBTOTAL	18,252.00
TAX	0.00
TOTAL	\$18,252.00

Signature: _____
 Date: _____



Accepted By

Accepted Date



ADL Aluminum, Inc.
2101 34TH WAY, UNIT A
LARGO, FL 33771 US
(727) 531-7176
david@adlaluminum.com
www.adlaluminum.com

Estimate

ADDRESS

On Top of the World
Condominium Assoc. , Inc.
2069 World Parkway blvd. E
Clearwater, FL 33763

ESTIMATE # 10128

DATE 08/15/2023

DESCRIPTION

QTY RATE AMOUNT

RAILING REPLACEMENT, BUILDING #91

All existing stair guardrails will be removed, and left for the association to dispose of (as per request).

New aluminum guardrails and handrails to be code compliant and meet all 2020 FBC.

New guardrails and stair guardrails are to be a minimum of 42" in overall height.

Guardrail are to be made from aluminum extrusions, custom fabricated, and mechanically assembled.

Components to be as follows:

1.8" x 1.5" snap posts (HR4A),

1.8" x 1" bottom channel (HR3),

1" sq. pickets (HR5), and 2" x 1.5" Breadleaf Top Cap (HR14).

Guardrails are to be installed using the core drilled & face mount method. A 3.5" diameter hole x 3.5" deep to be drilled into concrete substrate to accept posts. Posts pockets to be filled and guardrails to be secured with Hard-Rok Anchoring Cement .

Handrails are to be custom fabricated and installed along the stairs/walls and set between 34" and 38" (per code). Handrails are to be manufactured from 1-1/2" diameter x 1/8" wall, round aluminum tube which is custom bent/welded to conform with the stairs. Handrail to be attached to the guardrails (and walls) using handrail brackets that conform with life-safety codes. Code required ADA loops are to be fabricated and installed at the bottom of each stairwell.

All aluminum extrusions to come with industry standard polyester powder coat paint finish coating from the distributor.

All handrail and handrail brackets to come with a Sherwin Williams super Durable powder coat finish applied after fabrication.

All railings to be WHITE in color.

All fabrication fasteners to be 410 stainless steel UltraCote fastener

DESCRIPTION	QTY	RATE	AMOUNT
634 LF of straight walkway guardrail	634	51.83	32,860.22
128 lineal feet of exterior stair guard rail	128	53.08	6,794.24
208 lineal feet of exterior stair hand rail	208	20.50	4,264.00
48 lineal feet of guardrail height extensions	48	13.25	636.00
Site specific sealed engineered drawings & permit fee	1	1,500.00	1,500.00

Price includes all removal of existing guardrails, measuring, materials, fabrication drawings, fabrication, delivery, installation, site specific engineered drawings and permit.

SUBTOTAL	46,054.46
TAX	0.00
TOTAL	\$46,054.46

Accepted By

Accepted Date





ADL Aluminum, Inc.
2101 34TH WAY, UNIT A
LARGO, FL 33771 US
(727) 531-7176
david@adlaluminum.com
www.adlaluminum.com

Estimate

ADDRESS

On Top of the World
Condominium Assoc. , Inc.
2069 World Parkway blvd. E
Clearwater, FL 33763

ESTIMATE # 10129
DATE 08/15/2023

DESCRIPTION

QTY RATE AMOUNT

RAILING REPLACEMENT, BUILDING #92

All existing stair guardrails will be removed, and left for the association to dispose of (as per request).

New aluminum guardrails and handrails to be code compliant and meet all 2020 FBC.

New guardrails and stair guardrails are to be a minimum of 42" in overall height.

Guardrail are to be made from aluminum extrusions, custom fabricated, and mechanically assembled.

Components to be as follows:

- 1.8" x 1.5" snap posts (HR4A),
- 1.8" x 1" bottom channel (HR3),
- 1" sq. pickets (HR5), and 2" x 1.5" Breadleaf Top Cap (HR14).

Guardrails are to be installed using the core drilled & face mount method. A 3.5" diameter hole x 3.5" deep to be drilled into concrete substrate to accept posts. Posts pockets to be filled and guardrails to be secured with Hard-Rok Anchoring Cement .

Handrails are to be custom fabricated and installed along the stairs/walls and set between 34" and 38" (per code). Handrails are to be manufactured from 1-1/2" diameter x 1/8" wall, round aluminum tube which is custom bent/welded to conform with the stairs. Handrail to be attached to the guardrails (and walls) using handrail brackets that conform with life-safety codes. Code required ADA loops are to be fabricated and installed at the bottom of each stairwell.

All aluminum extrusions to come with industry standard polyester powder coat paint finish coating from the distributor.

All handrail and handrail brackets to come with a Sherwin Williams super Durable powder coat finish applied after fabrication.

All railings to be WHITE in color.

All fabrication fasteners to be 410 stainless steel UltraCote fastener

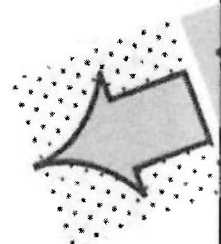
DESCRIPTION	QTY	RATE	AMOUNT
634 LF of straight walkway guardrail	634	51.83	32,860.22
128 lineal feet of exterior stair guard rail	128	53.08	6,794.24
208 lineal feet of exterior stair hand rail	208	20.50	4,264.00
48 lineal feet of guardrail height extensions	48	13.25	636.00
Site specific sealed engineered drawings & permit fee	1	1,500.00	1,500.00

Price includes all removal of existing guardrails, measuring, materials, fabrication drawings, fabrication, delivery, installation, site specific engineered drawings and permit.

SUBTOTAL	46,054.46
TAX	0.00
TOTAL	\$46,054.46

Accepted By

Accepted Date





ADL Aluminum, Inc.
2101 34TH WAY, UNIT A
LARGO, FL 33771 US
(727) 531-7176
david@adlaluminum.com
www.adlaluminum.com

Estimate

ADDRESS

On Top of the World
Condominium Assoc. , Inc.
2069 World Parkway blvd. E
Clearwater, FL 33763

ESTIMATE # 10125
DATE 08/15/2023

DESCRIPTION

QTY RATE AMOUNT

RAILING REPLACEMENT, BUILDING #95

All existing stair guardrails will be removed, and left for the association to dispose of (as per request).

New aluminum guardrails and handrails to be code compliant and meet all 2020 FBC.

New guardrails and stair guardrails are to be a minimum of 42" in overall height.

Guardrail are to be made from aluminum extrusions, custom fabricated, and mechanically assembled.

Components to be as follows:

1.8" x 1.5" snap posts (HR4A),

1.8" x 1" bottom channel (HR3),

1" sq. pickets (HR5), and 2" x 1.5" Breadleaf Top Cap (HR14).

Guardrails are to be installed using the core drilled & face mount method. A 3.5" diameter hole x 3.5" deep to be drilled into concrete substrate to accept posts. Posts pockets to be filled and guardrails to be secured with Hard-Rok Anchoring Cement .

Handrails are to be custom fabricated and installed along the stairs/walls and set between 34" and 38" (per code). Handrails are to be manufactured from 1-1/2" diameter x 1/8" wall, round aluminum tube which is custom bent/welded to conform with the stairs. Handrail to be attached to the guardrails (and walls) using handrail brackets that conform with life-safety codes. Code required ADA loops are to be fabricated and installed at the bottom of each stairwell.

All aluminum extrusions to come with industry standard polyester powder coat paint finish coating from the distributor.

All handrail and handrail brackets to come with a Sherwin Williams super Durable powder coat finish applied after fabrication.

All railings to be WHITE in color.

All fabrication fasteners to be 410 stainless steel UltraCote fastener.

Guardrail infills to achieve 4" sphere code are made from 1/2" x 1" channel and 1' sq. picket.

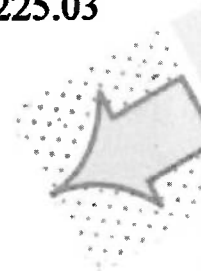
DESCRIPTION	QTY	RATE	AMOUNT
Exterior stair guard rail	160	53.08	8,492.80
Exterior stair hand rail	472	20.50	9,676.00
Interior stair guard rail	37	53.08	1,963.96
Interior stair hand rail	87	20.50	1,783.50
25" high picket infills	853	24.34	20,762.02
Guardrail height extensions	79	13.25	1,046.75
Site specific sealed engineered drawings & permit fee	1	1,500.00	1,500.00

Price includes all removal of existing guardrails, measuring, materials, fabrication drawings, fabrication, delivery, installation, site specific engineered drawings and permit.

SUBTOTAL	45,225.03
TAX	0.00
TOTAL	\$45,225.03

Accepted By

Accepted Date



- **Agenda Item 14 – Consider Cintas Fire Protection Proposal**
 - a. Fire Alarm Panel Test & Inspection, Maintenance, Repair and Monitoring
 - b. Elevator Fire Recall System (Phase II) Installation and Repair

The Management Company solicited bids from 3 qualified contractors to perform the above-referenced comprehensive Fire Alarm Fire Protection, for quarterly testing of 89 local fire alarm panels/systems; yearly testing of 4 monitored fire alarm panels/systems; and maintenance and repairs of these Fire Alarm systems.

Cintas offered the lowest per building Test & Inspections (T&I) price (at \$90.00 per structure), Cintas was also lower on their per hour overtime fee of \$150.00

RFP# 23-24OTOWCA-FP



Request for Proposal

FIRE ALARM PANEL TEST & INSPECTION, MAINTENANCE, REPAIR, & MONITORING

ELEVATOR FIRE RECALL System (Phase II) INSTALLATION & REPAIR



The On Top Of The World Condominium Association is accepting proposals from qualified & licensed contractors interested in providing the following:

FIRE ALARM PANEL TEST & INSPECTION, MAINTENANCE, REPAIR, & MONITORING

(Panels include but are not limited to such manufacturers as: Bosch, Firelite, Fireshield, Radionics, Silent Knight, Spectronics, etcetera)

ELEVATOR FIRE RECALL System (Phase II) INSTALLATION & REPAIR

Installation of fire alarm panel interface/control relay, initiating devices/heat detectors, associated piping, wiring, & connections

Please email your proposal with "Proposal 23-24OTOWCA-FP"
in the subject field to: shawn_tobias@parkwayclw.com


On Top Of the World Condominium Association
c/o: Shawn Tobias, Senior Manager Operations – Parkway Maintenance & Management Pinellas LLC
727-799-3270

RFP submittals
MUST BE RECEIVED BY:
1:00 P.M. AUGUST 4th, 2023

The management company reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the condo association.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
Cintas Fire Protection	Joseph Muserilli
Address	Signature
9318 Florida Palm Drive / Tampa / FL / 33619	 General Manager
City/State/Zip	Title
(813) 621-6094 (813) 628-4661	July 31st, 2023 31-1703809
Telephone # Fax #	Date Tax ID #
muserillij@cintas.com	C Corporation
E-mail	Entity Type

- Cover Title-Signature Page
 - Table of Contents
 - PART I General Information Description of the Project
 - PART II Agreement
 - PART III Scope of Services
 - PART IV Submission of Proposals
 - PART V Evaluation Process and Selection Criteria

REQUEST FOR PROPOSAL 23-24OTOWCA-FP

PROJECT

The On Top Of the World Condominium Association (“Owner”) is accepting proposals from qualified and experienced contractors with proven experience in Fire Alarm test & inspection, maintenance, repairs, monitoring, and elevator fire recall installation & repair at the On Top Of the World Clearwater property, which includes residential multi-unit structures as well as recreation center(s).

The fire alarm monitoring, maintenance and repairs activities should adhere to the rules and regulations of OSHA, International Building Code, International Existing Building Code, International Fire Code, National Electric Code and City minimum standards.

This RFP will also require a proposal for a monthly fee for fire alarm panel monitoring services (4 residential multi-unit structures)

The initial term of any contract awarded shall be **for a period of one year with an intended contract start date of September 1, 2023.**

The condominium association may, at its sole discretion, renew the contract for two additional one-year periods upon notice to the contractor, with any renewal beginning upon the anniversary date of the contract. Exercise of the renewal option shall be made, if at all by the condominium association not less than thirty (30) days prior to the end of the Contract term. The renewal period will be under the same terms and conditions as the original contract.

The pricing for the first contracted year (12 months) shall remain in effect for the entire year. Any price increases for subsequent years must be submitted to the condominium association, via Parkway maintenance, no later than ninety (90) days prior to a change.

If, at any time, the condominium association determines it is in its best interest to discontinue use of these services, the association reserves the right to cancel the contract by giving thirty (30) days advance written notice.

PART I

GENERAL INFORMATION

The On Top Of the World is the largest condominium community located in Pinellas County and is home to a population of over 10,000 people seasonally. The community Construction began on the community in the mid-1960's and continued until its completion in the late 1990's. The property encompasses over 800 acres including 100 residential structures, recreation facilities, and out-buildings. The property is located in central Pinellas county and caters to 55 and over active-lifestyle living.



PART II

AGREEMENT

After the Condominium Board's approval, the vendor awarded the contract will be required to sign an agreement that will incorporate this RFP as well as the final negotiated proposal.

To be provided in event of awarded contract, prior to execution of contract:

The following documents are not required to be included in the contractor's proposal. However, the contractor must be able to provide the following prior to execution of a contract.

- a. **Current Business License and completed OTOW Vendor Packet.** A copy of the current business license will be required and will serve as documentation that the business has been in operation a minimum of two (2) years.
- b. **Professional Liability Insurance.** The contractor to whom the contract is awarded shall provide the association with documentation for the following: General Professional Liability Insurance Certificate with the following minimum limits: \$1,000,000 each incident/occurrence; \$2,000,000 aggregate, auto insurance \$500,000 combined single limit per accident for bodily injury or property damage.
- c. **Workers Compensation Insurance.** The safety of the successful bidder's employees or representatives and others in or around the area of service or maintenance is the responsibility of the successful bidder. Proof of worker's compensation insurance will be required.
- d. **Completed W-9 or 1099 Tax Form.** Completed forms will be required.

Questions regarding this RFP should be directed via email to:

[The On Top Of the World Condominium Association](#)
[In care of: Shawn Tobias, Senior Manager – Operations](#)
Shawn_tobias@parkwayclw.com

Submissions must be turned in to Shawn Tobias by **August 4th, 2023 at 1 PM**. Late submissions may not be accepted per the discretion of the condominium association.

PART III

SCOPE OF SERVICES

The condominium association is seeking a comprehensive Fire Alarm contract for quarterly testing of eighty-nine (89) local fire alarm panels/systems, yearly testing of four (4) monitored fire alarm panels/systems, and maintenance and repairs of these fire alarm systems. The Contractor will supply all equipment, tools, materials(as applicable), mechanical machinery, and all labor and safety equipment to perform the monitoring, maintenance and repair services. The contractor will be solicited to provide additional services periodically such as the installation of elevator recall devices, at an additional cost.

- A. Contractor to provide test & inspection, maintenance, repair, and monitoring services to the condominium association's fire alarm system.
 - a. The management company will provide initiating devices whenever possible.
- B. All work to be performed will be completed in a professional workmanlike manner in accordance with all rules and regulations of OSHA and the city's adopted building and fire codes.
- C. Contractor shall have a minimum of 3 years' experience in test, monitoring, maintenance and repairs of fire alarm systems.
- D. Contractor must comply with all of the following requirements.
 - a. Valid State of Florida business license.
 - b. Must be available 24/7 and be able to respond to emergency calls within 120 minutes
 - c. Carry the minimum liability insurance as referenced in RFP prior
 - d. Contractor's employees shall be qualified by contractor to work on fire alarm systems, and if needed, a helper may be an apprentice

Working Hours: All testing, maintenance work or repair activities shall occur between 7:30 A.M. and 3:00 P.M. unless expressly authorized prior by the management company

PART IV
SUBMISSION OF PROPOSALS

Proposals must be submitted by **August 4th, 2023 by 1 PM EST** in PDF format.

Proposal –23-24OTOWCA-FP Fire Alarm Testing, Maintenance, Repair, & Monitoring Services

The information to be submitted shall be organized as listed below and on 8 1/2" by 11" pages with minimum 11-point font size. Submissions must be in PDF format. All information should pertain to one of the categories listed and have relevance to this project.

Submit with proposal:

1. Cover Letter, RFP Signature Page
2. Contractors Qualification Form
3. Contractor Reference Form
4. Service Fee Form
5. Execution of Proposal Form

PART V
SELECTION CRITERIA

Criteria to be evaluated shall be included in the following:

- a. Experience, references and past performance under a similar scope of services.
- b. Cost to perform the required services stated in the SCOPE OF SERVICES, Exhibit "A" and identified in the contractor provided Fee Schedule. Additional services, like elevator recall installation, should be provided for future consideration.
- c. Contractor capabilities and references as related to the requirements in the Scope of Services.

The condominium association reserves the right to reject any and or all proposals for any, or no reason, and furthermore reserves the right to accept any proposal deemed to be in the best interest of itself.

On Top Of The World Condominium Association
FIRE ALARM TEST & INSPECTION,
MAINTENANCE, REPAIR, & MONITORING
SERVICES RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: Cintas Corporation No. 2

Address: 9318 Florida Palm Drive / Tampa / FL / 33619

Contact Name & Title: Joseph Muserilli - General Manager

Type of Business:

: Corporation

: Individual

: Partnership

: Other, Explain: _____

How many years has your business operated without interruption? 17 years

How many years has your business performed fire alarm testing, maintenance, repair & monitoring services?
17 years

Has your business been in bankruptcy, reorganization or receivership in the last five (5) years? If yes, explain:
No - not applicable

Describe the services offered by your business.

We offer all fire protection services. We complete extinguisher, emergency / exit light, fire sprinkler, hydrant

fire backflow, pre-engineered, engineered, fire alarm, and fire monitoring inspections, repairs, upgrades, and

installations.

Would your business provide us with a dedicated technician when possible, who has a minimum of three (3) years of service experience and/or relevant certification? Explain:

Yes - we are currently using Tom Geer, who has been servicing your business for several years. He

understands the layout of your buildings and the operation of your fire panels.

CONTRACTORS QUALIFICATION FORM, CONT.

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

Julie Kenyon - Alarm Service Manager - 20 years experience - FASA/BASA certified

Ray Dorr - Fire Alarm Supervisor - 18 years experience - NICET II in Alarm / FASA/BASA certified

Tom Geer - 17 years experience - FASA/BASA certified

John Hangartner - 35 years experience - NICET II in Alarm / FASA/BASA certified

Jermaine Jordan - 17 years experience - FASA/BASA certified

Jalen Semidei - 5 years experience - NICET II in Alarm / FASA/BASA certified

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.

None - not applicable

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for Cintas Fire Protection

Business Name Polk County - Facilities Management Division

Street Address 2160 Marshall Edwards Drive

City, State & Zip Bartow, FL 33830

Contact Person Name & Title Mark Kitchcart - Head of Facilities

Phone, fax and email (863) 534-5514, no fax, markkithcart@polk-county.net

Describe Scope of Work and approx. dates of service

Been providing all fire alarm, sprinkler, and engineered inspections, repairs, and service for customer since 2012

Business Name Midflorida Credit Union

Street Address P.O. Box 8008

City, State & Zip Lakeland, FL 33802

Contact Person Name & Title Rhonda Olivia - Manager

Phone, fax and email (863) 616-2153, no fax, rhonda.oliva@midflorida.com

Describe Scope of Work and approx. dates of service

Been providing fire alarm and extinguisher inspections, repairs, and service for customer since 2006

Business Name Empath Health

Street Address 6310 Capital Drive

City, State & Zip Bradenton, FL 34202

Contact Person Name & Title Charles Blaney

Phone, fax and email (941) 552-5925, no fax, cblaney@empathhealth.org

Describe Scope of Work and approx. dates of service

Been providing fire alarm and fire sprinkler inspections, repairs, and service for customer since 2008

SERVICES FEE FORM

Contractor – Quarterly Test & Inspection Fee – Per building	\$ 90.00	Flat fee
Contractor Technician – Overtime Hours	\$ 150.00	HR
Contractor Technician – Emergency Call Out	\$ 150.00	HR
Contractor Technician – Holiday Hours	\$ 200.00	HR
Contractor Technician – Normal Hours	\$ 100.00	HR
Helper – Overtime Hours (if applicable)	\$ N/A	HR
Helper – Emergency Call out (if applicable)	\$ N/A	HR
Helper – Holiday Hours (if applicable)	\$ N/A	HR
Helper – Normal Hours (If applicable)	\$ N/A	HR
Phase II Fire Recall Installation (including piping, parts, labor)	\$ See below	Flat fee

Define hours for After Hours/ Overtime service/response requests:

After hours is from 5:00 pm to 7:00 am the following day. Overtime service is from 5:00 pm to 7:00 am the following day.
 Response requests during normal business hours from 7:00 am to 5:00 pm and would be billed accordingly.

Define your guaranteed response time:

Our response time is within 4 hours of the call for emergency service.

List any exceptions or assumptions in your pricing:

The flat fee pricing for the fire recall installation is something that would have to be determined at a later date, after initial walk-thru, and having a quote provided for service.

PANEL / PARTS / INITAITING DEVICES

The management company will supply the vendor, when at all possible, with the parts necessary to effect repairs or replacement. This includes but is not limited to: Replacement panels, transformers, pull stations, horn/strobes, batteries, lights, etcetera. When this is the case, the contractor's rate for this nature of work should not exceed the quoted per hour rate in the **service fee form** above.

If the management company is not able to supply the necessary parts to effect repairs, due to availability, obsolescence, or other, the contractor should provide the condominium association with a written quote for the necessary replacement services.

The management company will also provide replacement batteries, light bulbs, resistors, and fuses to the vendor to utilize as necessary during the course of testing and inspection. If for any reason the management company's stock is depleted, the contractor should be prepared to supply the necessary items to ensure the fire system is operational. These items should not exceed 20% overhead/profit from the costs available to the management company.

OVERSIGHT

In keeping with an ethically mutual business relationship, the management company will periodically assign an oversight employee to monitor the contractor's processes and work. The goal is to ensure that the work meets the scope of the contract and that the contractor's employees conduct themselves in a professional manner consistent with a retirement community. Contractors should always be attired in the contractor's issued uniforms when providing services at On Top Of the World.

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following items:

That this proposal was signed by an authorized representative of the business.

That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

That all costs associated within the proposal submitted have been determined and included in the contractor's response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Authorized Signature:



Print Name and Title: Joseph Muserilli - General Manager

Date: July 31, 20 23

Agenda Item 15 – Discuss Amazon Lockers Status (Amazon as new requirements of minimum package volume per building)

Amazon Hub Lockers - Several of the locations for surveys were submitted and flagged. Amazon representative informed the Management Company that there are now relatively new guidelines in place for minimum package volume. Essentially these guidelines are being enforced by upper management and are what allows Amazon to maintain the lockers at the promotional price or at no cost and would prevent them from installing at locations that do not meet these guidelines.

The list of 17 buildings meeting their new criteria is: B: 8, 9, 16, 17, 24, 27, 29, 43, 48, 53, 60, 71, 83, 86, 87, 94, 95.

- a. Options for next steps:
 - a. The Association can choose to have lockers installed at these 17 locations only.
 - b. The Association can choose **not** to have lockers installed and the contract would be void with no additional costs or penalties.

Agenda Item 17 – Discuss resident requests to Update Sunset Point Entrance

The Management Company received written requests from residents in B8, B9, B10, and B16 who would like to have the Sunset Point entrance revitalized to include: items such as, fix and return the fountains to their original state, replace the lighting that was used to light the statues and the globe, pressure clean the statues etc.

The Management Company is requesting direction from the Board to include approval to move forward with the project and approval to contact vendors to provide pricing and options for revitalization work.

Agenda Item 16 – Contracts for services anticipated in 2023-2024 Operating Budget

The Management Company anticipates entering into agreements for the 2023-2024 budget year, in accordance with the proposed 2023-2024 budget. Such anticipated contracts will be for services such as Roofing, Paving and Railing which are annual recurring capital improvement items.

As Chairman, I suggest that the Board authorize someone, such as the Chairman and/or Vice Chairman, to have the ability to execute such contracts, provided they are within the budgeted funds, and present and ratify such executed contracts at the next Board meeting.

Agenda Item 18 – Resolution 2021-08 implementing the Association’s statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303, Florida Statutes

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. IMPLEMENTING THE ASSOCIATION'S STATUTORY POWERS TO SUSPEND RIGHTS OF OWNERS, OCCUPANTS AND GUESTS TO USE COMMON FACILITIES AND TO SUSPEND RIGHTS OF MEMBERS TO VOTE WHEN PAYMENTS DUE THE ASSOCIATION ARE MORE THAN 90 DAYS DELINQUENT, AS PROVIDED IN SUBSECTIONS 718.303(3), (4) AND (5), FLORIDA STATUTES

RESOLVED, that the Board of Administration (the "**Board**") of On Top of the World Condominium Association, Inc., a Florida not-for-profit corporation (the "**Association**") hereby determines that it is in the best interest of the Association to implement and enforce the Association's statutory powers and authority to suspend the rights of unit owners, occupants, licensees and invitees to use common elements, common facilities, or any other association property, and to suspend the rights of members to vote, whenever such unit owners or members are delinquent for more than 90 days in paying any monetary obligation due to the Association, which said powers and authority are more particularly set forth in Subsections 718.303(3), (4) and (5), *Florida Statutes*; and

FURTHER RESOLVED, that, due to a delinquency for more than 90 days in the payment of a monetary obligation owned to the Association, the Association shall send by mail or hand delivery written notice to each unit owner, occupant, licensee and invitee listed on Exhibit "A" attached to these Resolutions and incorporated herein by reference advising that the rights of the unit owner and any occupant, licensee and invitee to use the common elements, common facilities or other Association property, and all membership voting rights appurtenant to the ownership of the unit, are suspended effective automatically at midnight on the 14th day after the date of the notice unless the Association receives before then payment of all obligations currently due or overdue the Association with regard to the applicable unit; and

FURTHER RESOLVED, that the suspension of use rights shall not apply to limited common elements intended to be used only by a unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators; and

FURTHER RESOLVED, that the suspensions of use rights and voting rights imposed pursuant to these Resolutions shall remain in effect as to each applicable person and unit until all monetary obligations currently due or overdue the Association have been paid with regard to the relevant owner and unit and, upon such payment, the corresponding use rights and voting rights shall be reinstated automatically without the necessity of any further action by the Board or notice from the Association; and

FURTHER RESOLVED, that these Resolutions shall be filed with the minutes of the proceedings of the Board of Administration of the Association.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2023.

ATTEST:

C. Guy Woolbright, Secretary

**ON TOP OF THE WORLD CONDOMINIUM
ASSOCIATION, INC.**

By: _____
Name: Kenneth D. Colen
Title: Chairman

ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.

EXHIBIT "A" TO RESOLUTION 2023-09

Bldg/Unit Numbers		In Legal?
64	37	Y
76	09	Y
95	207	N
85	19	N
73	16	N

Total = 5 Accounts

Agenda Item 19 – Other Business

Agenda Item 20 - Adjournment