

ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTORS MEETING

APRIL 24, 2024

10:00 AM

EAST ACTIVITY CENTER

**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
Charles McAllister, Vice Chairman
C. Guy Woolbright, Secy-Treas.
Gail Sanders
James F. O'Neil
Maria Avdelas
Nancy Burt
Stacy Rush
Katie Bajis

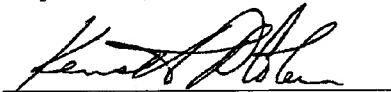
**NOTICE OF BOARD OF ADMINISTRATION MEETING FOLLOWED BY
A BUDGET WORKSHOP**

Date/Time: April 24, 2024 - 10:00 AM

Venue: East Activity Center Auditorium
2069 World Parkway Blvd. East
Residents may also join by tuning into Channel 901 or
YouTube: <https://www.youtube.com/watch?v=LTJSKg3iTjs>

Board of Administration Agenda

1. Call to order; roll call
2. Proof of notice of meeting
3. Owner Comments per Rule 22
4. Approval of minutes: February 20, 2024 Board of Administration meeting; February 20, 2024 Workshop and April 4, 2024 Board of Administration meeting
5. Association Counsel Report on Enforcement Options
6. Resolution 2024-03 - 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
7. Ratify All-Phase Paving & Sealing contract for seal coating/restriping, earmarked this budget year, for B18, B31, B37, B40, B43, B49, B53, B71, B83, B86
8. Consider approving a proposal for double yellow line thermo-striping throughout the community's main roads:
 - a. All-Phase Paving & Sealing #9842 - \$24,600.00
 - b. Suncoast Paving, Inc. - \$25,763.00
9. Other Business
10. Adjournment


Kenneth D. Colen, Chairman

Upon conclusion of the Board Meeting, a Budget Workshop will be held

Budget Workshop Agenda

The Management Company will present a revised draft 2024-2025 budget for the Board's discussion and guidance.

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.

Agenda Item 1 –

- Call to Order _____ a.m.

- Roll Call
 - Kenneth Colen
 - Chuck McAllister, joining via Phone
 - Guy Woolbright
 - Gail Sanders
 - Jim O'Neil
 - Maria Avdelas
 - Nancy Burt
 - Stacy Rush
 - Katie Bajis

Agenda Item 2 – Proof of notice of meeting

Meeting Agenda was posted on the Association Bulletin Board on April 17, 2024, pursuant to an Affidavit of Posting.

Board Meeting Packet was distributed to all Board members and posted to OTOWClearwaterinfo.com/Association-meetings on April 17, 2024.

AFFIDAVIT OF POSTING

I, David Simms, do hereby swear, that on 4-17-, 2024 at 11:20 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 Friday, April 24, 2024 at 10:00 a.m., followed by a Budget Workshop 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.

David Simms

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 17 day of April, 2024 by DAVID Simms who:

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

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



Agenda Item 3 – Unit Owner Comments per Rule 22

Rule 22

22. Unit Owner Participation at Board of Administration and Committee Meetings.

- a. **Written Request.** All questions or requests to speak at a Board of Administration or committee meeting shall be in writing and shall specify a specific agenda item(s). The request must be delivered to the Association at 2069 World Parkway Boulevard East, Clearwater, FL. 33763 or emailed to associationinfo@otowfl.net no less than one (1) business day prior to the Board of Administration or committee meeting.
- b. **Participation.** Unit owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the Board of Administration or committee meeting and shall be limited to comments, opinions, or questions on the specific agenda item(s) identified in the written request. A unit owner may speak for a cumulative maximum time of three (3) minutes during each meeting and may only address a particular agenda item one time during the meeting. Participants must be recognized by the Chairperson before being permitted to speak. The Board of Administration or committee will not participate in a debate with any unit owner.
- c. **Board or Committee Discussion.** After all unit owners who filed their written requests with the Association one (1) business day prior to the meeting have had an opportunity to speak on the particular agenda item, the Board or committee may discuss that item and said discussion shall be without interruption from the floor.
- d. **Prohibited Activities.** Shouting, profanity, or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct may be asked to leave and are subject to any and all available legal remedies.

Agenda Item 4 – Approval of minutes

There is three sets of minutes for approval:

February 20, 2024 – Board of Administration Meeting

February 20, 2024 – Budget Workshop

April 4, 2024- Board of Administration Meeting

BOARD MEETING MINUTES – FEBRUARY 20, 2024

**MINUTES OF THE
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.
BOARD OF ADMINISTRATION MEETING
FEBRUARY 20, 2024**

A meeting of the Board of Administration of the On Top of the World Condominium Association, Inc. (the "Association") was held on February 20, 2024 in the East Activity Center Auditorium, 2069 World Parkway Boulevard East, Clearwater, Florida.

FIRST ORDER OF BUSINESS

CALL TO ORDER, ROLL CALL

Tim Martin, Assistant General Manager of Parkway Maintenance & Management Pinellas, LLC as meeting moderator, called the meeting to order at 10:00 a.m. and asked for everyone to join him in the Pledge of Allegiance.

Mr. Martin then introduced the Board members: Maria Avdelas, Stacy Rush, Nancy Burt, Guy Woolbright, Secretary/Treasurer, Chuck McAllister, Vice Chairman, Kenneth Colen, Chairman, Jim O'Neil, Katie Bajis and Gail Sanders. Guests present were Patty Soriano taking the minutes of the meeting (and she is accompanied by Jaime Garafola who is working with Patty). Also in attendance were Barrie Buenaventura, Association Counsel; Dessa Barabba, General Manager of the Management Company; and Diane Like who will serve as the timekeeper.

SECOND ORDER OF BUSINESS

PROOF OF NOTICE OF MEETING

Mr. Martin stated that the meeting agenda was posted on the Association Bulletin Board on February 6, 2024, pursuant to an affidavit of posting. In addition, the Board meeting packet was distributed to Board members and posted to OTOWClearwaterinfo.com/association-meetings on February 6, 2024.

The next item of business was introduced.

THIRD ORDER OF BUSINESS

OWNER COMMENTS PER RULE 22

Mr. Martin then summarized Rule 22 for those Owners who had submitted requests to speak. Upon completion, he asked the Chairman to introduce the speakers.

Chairman Colen then introduced Cathy Chambers. Ms. Chambers was not feeling well, so she had asked another member to read her message. Chairman Colen allowed Russell Ciokiewicz to recite Ms. Chambers message.

Ms. Chambers message concerned an incident on January 24, 2024 at the Sunset Point gate. There was a guard in the office that waved her through but the gate stayed up after she entered. Ms. Chambers stated that a car was sitting back at the Belcher entrance and it pulled out and followed her for some time. She stated it was too dark to get the make/model or license plate. She indicated that the Sheriff was immediately called and should have been in contact with the office. Ms.

Chambers stated that we are no longer a safe community and that something like a sunshine pass would rectify this.

Upon conclusion, Chairman Colen then stated now Mr. Ciokiewicz, you will have three minutes.

Mr. Ciokiewicz then stated to the Board that he encouraged them to reject Resolution 2024-01 until verbiage is altered to increase oversight and accountability for the owners of On Top of the World. He stated that he sent resolution 2024-1A to the association with changes due to conflicts. Mr. Ciokiewicz sent resolution 2024-1A recommending a committee of board members be assembled to work with Chairman Colen and the company chosen for the service. He stated that both the chairman and secretary/treasurer should be excluded from this committee and this vote as they are both officers and directors.

Upon conclusion, Chairman Colen introduced Diane Hill who was not in attendance.

Next, Chairman Colen introduced Audrey Fontaine.

Ms. Fontaine stated she lived in building one and that she loves living here. She believes it is important that we all feel safe here in our community. Further stating that in her building we have had many incidents in the common areas of threats of injury toward us by the same individual. Further, that she understood that the Board has been aware of these ongoing incidents in which the individual refuses to follow the bylaws of OTOW. She summarized that this behavior should not be tolerated by this repeat offender who should not reside here.

Upon conclusion, Chairman Colen introduced Maryann Larson.

Ms. Larson asked the Board why they were not using the new Board members as they are here to help. She stated that the new Board members have knowledge, background and skills. Ms. Larson then stated she has a problem with the greeters who are a waste of money. She provided background that the former greeters would stand outside the gate house and they would wave at you and acknowledge you, now they don't even acknowledge. Ms. Larson stated there's a better way to deal with this - there are new technologies maybe cameras on every corner or roving security car.

Upon conclusion, Chairman Colen introduced Stacy Rush.

Ms. Rush indicated that she was speaking today to answer questions of owners after the January 4 meeting. She added that Article 4, Section 4 states the Secretary is to keep the meeting minutes. He/she is given notice by Florida law that the board officers via the chair, secretary, treasurer serve at the privilege of the board and they without cause or with cause can be removed by majority of the board members. She also stated that OTOW Article 4, Section 1C states the Board of Administration's duty is to maintain, repair, and replace common elements. They are required to be maintained, repaired, replaced by the association per the declarations to ensure everyone's safety and maintenance of the property. She then stated in the event that board members do not fulfill their obligations they can be removed as board members pursuant of OTOW policies and

procedures. She hopes that each board member adheres to the oath and remembers to represent residents with pride and privilege.

Upon conclusion, Chairman Colen introduced Doug Westervelt.

Mr. Westervelt stated he had 4 guidelines that the board must follow in approving the 24-25 budget. 1) The FY 24-25 budget and assessments must continue the same reform which the board properly adopted and approved last FY. That was adjusted for the number of units in each building that now pay the same average dollar amount based on square footage of their unit. 2) line dollar cost must not again be based on mere fraudulent dollar amounts. 3) the Board budget and assessments for this FY must not again include line items that fund establishment of reserve funds such as the whopping excessive near \$1.5 million amounts which the Board assessed on us Members for Property and Casualty insurance for this current fiscal year as well as the 22-23 FY. 4) if assessments in advance - that is in excess of FY 24-25 need for operating costs - are deemed wise, the Board must tell Members what such reserve funds are to be used for and limited to plus disclose any proposed material policy on which such reserve is based.

Upon conclusion, Chairman Colen then turned the meeting back to the meeting moderator, Tim Martin, who introduced the next agenda item.

FOURTH ORDER OF BUSINESS APPROVAL OF MINUTES OF THE LAST MEETING(S)

Mr. Martin stated there are two sets of meeting minutes for the board members to review and approve for December 15, 2023 as well as January 4, 2024. As they are lengthy, these two sets of minutes contain a page separating them to make it easier to locate. Mr. Martin then turned the meeting over to Chairman Colen.

Stacy Rush then stated that she would like to make a request that the minutes be read by our secretary.

Chairman Colen then stated we have a motion to read the minutes. He asked if there was a second and the motion was seconded by Nancy Burt.

Chairman Colen then asked for all those in favor to say aye and those not in favor say nay. The motion died as more members voted against reading the minutes.

Chairman Colen then asked for a motion to dispense with the reading of the minutes of December 15, 2023. A motion was made by Gail Sanders to dispense with the reading of the minutes, the motion was seconded by Chuck McAllister.

Stacy Rush then asked for a point of order stating that there are errors in the minutes. Chairman Colen asked if there were corrections and if so to state them.

Stacy Rush then recited proposed corrections to the December 15 and January 4 meeting minutes.

Further Ms. Rush asked why Patty Soriano is doing the minutes and not Guy Woolbright as he was elected as Secretary. Chairman Colen stated Patty was appointed Assistant Secretary to take the minutes of the meeting minutes.

Chairman Colen then stated may I have a motion to approve the minutes of the December 15, 2023 and January 4, 2024 meetings with corrections. A motion was made by Jim O'Neil to approve the minutes of December 15, 2023 and January 4, 2024 with corrections. The motion was seconded by Chuck McAllister and the motion carried unanimously.

Chairman Colen then asked Stacy Rush to provide the corrections to the minutes to Patty Soriano.

Chairman Colen then turned the meeting back to the meeting moderator Tim Martin.

FIFTH ORDER OF BUSINESS STATUS OF ESI BUILDING INSPECTION REPORTS

Mr. Martin then introduced the 5th item of business stated he would turn the meeting over to Dessa Barabba, General Manager of Parkway to provide a report.

Ms. Barabba stated that Engineering Systems, Inc. ("ESI") has submitted partial reports and that we are waiting on the summaries so that information may be placed on the community's website.

Ms. Barabba also stated that ESI had submitted their proposal for the Phase 2 milestone inspection which Patty Soriano has presented today for the Board that will be taken up under Other Business.

The meeting was turned back to the meeting moderator, Tim Martin who introduced the next item of business.

SIXTH ORDER OF BUSINESS RESOLUTION 2024-01 CONSIDER AWARDING STRUCTURAL INTEGRITY RESERVE STUDY (SIRS) TO BERYL ENGINEERING, LLC

Mr. Martin stated that recent legislative changes imposed a requirement for condominium associations to have a structural integrity reserve study (SIRS) completed for each building on the condominium property that is three stories or higher in height. Although not required by law, the Management Company recommends that the Association include the 20 condominium buildings that are less than three stories tall in the SIRS to obtain similar information about all condominium buildings in the On Top of the World condominium community.

Attached is Resolution 2024-01 along with three proposals:

Exhibit A - Beryl Project Engineering, LLC, \$91,000.00 (Retainer: \$18,200.00)

Exhibit B - Expert Reserve Services, Inc., \$345,800.00 (Retainer: \$145,600.00)

Exhibit C - The Falcon Group, \$75,075.00, plus reimbursable expenses with a 15% administrative fee (mileage, printing, GPS survey equipment). (Retainer: \$7,500.00)

Mr. Martin then turned the meeting to the Chairman.

Chairman Colen then stated you have Resolution 2024-01 before you and he read the short title:

A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION") SELECTING BERYL PROJECT ENGINEERING, LLC TO PERFORM STRUCTURAL INTEGRITY SERVICES AND DELEGATING AUTHORITY TO THE MANAGEMENT COMPANY, IN CONSULTATION WITH THE CHAIRMAN AND VICE CHAIRMAN, TO AUTHORIZE ADDITIONAL RELATED SERVICES UP TO THE SPECIFIED AMOUNT

Chairman Colen stated that this is a Tampa company that came highly recommended. He then asked if there was a motion to adopt Resolution 2024-01.

Chuck McAllister then made a motion to adopt Resolution 2024-01. The motion was seconded by Katie Bajis.

Chairman Colen then opened discussion and asked Maria if she had a question.

Maria Avdelas stated she had called all three companies as she understood about three-story buildings being included but didn't understand why the 20 two-story buildings were being included in this proposal. Ms. Avdelas stated she spoke with Beryl and Expert Reserve Services but that unfortunately Falcon did not return the phone call. She stated that Beryl mentioned that because we are 92 feet above sea level and we don't flood and not in an evacuation zone, that it might be a better way to save On Top of the World some money.

Chairman Colen then stated that we as a Board are required to ensure this work is completed. He stated that Beryl had a more comprehensive studies than what we would be getting from Falcon and Expert Reserve Study. Chairman Colen then stated we have a timeline in which to adopt a budget and reserves. Further, to try to negotiate a little bit of savings I think it's going to be fruitless because we are on a timeline. We have a budget to adopt and we have to make an informed decision about whether to adopt reserves or whether we are covered under the settlement agreement with the Division and State of Florida.

He asked Katie Bajis if she had a question.

Katie Bajis stated she had a comment and that is that she would like to suggest that for all future owners, all future buyers, that all the buildings be evaluated on exactly the same standard. It costs a little bit more money, but I think every building should be evaluated on exactly the same standard.

Chairman Colen thanked Ms. Bajis for her comment.

Maria Avdelas then stated that the reason she brought this up was because she is not an expert, just as Katie is not. However, I spoke to the experts and they were the ones that suggested the reserve study of the two-story buildings, saying that we're getting less of a cost.

Mr. McAllister than stated, to Katie's point having the same criteria for each building gives us exactly the same baseline so that we know what type of maintenance and what potential problems we could be looking at down the road. If we can get ahead of some of these things, because it's been the history here at On Top of the World that each time a building needs to be taken care of it is done in a cyclic manner. Having that level of inspection and knowing exactly what we're looking at for each building to ensure they are cared for properly. The other thing is if you look at the three proposals, Beryl had given us the proposal at \$91,000. Expert Reserve of course \$345,000, which I think is outrageous and the third Falcon, even though their initial number is less, the number for Beryl is inclusive - that is their total number. If you look at the proposal for Falcon Group, it says plus reimbursables. This is kind of an open-ended that that we could end up spending probably much more than the \$91,000 for Beryl to do a fully comprehensive report and give us exactly what our baseline is for each building.

Chairman Colen thanked Mr. McAllister.

Chairman Colen then stated we have a motion and a second and asked for all in favor to say aye and any opposed to say nay. Hearing none opposed, the motion carried unanimously.

The meeting was turned back to the meeting moderator, Tim Martin.

SEVENTH ORDER OF BUSINESS

RATIFY CONTRACTS UNDER \$5,000

Tim Martin stated that in accordance with Resolution 2023-10, the following contracts were signed and are being brought to this meeting for ratification:

- a. Cooper and Associates - 2459 Columbia Dr. Unit 45 (B17-45)/2459 Columbia Dr. Unit 17 (B17-17)

On January 15, 2024, B17-17 and B17-45 reported water impact to their units.

Water source was determined to be a clogged/impacted toilet as well as a possible failed flapper, overflowing from 3rd floor unit #73.

Flooring, walls and ceiling damage to #17 and #45

Flooring damage and wall damage to #73

This three-story flood in B17 is outside of the Association's deductible and is an insurance claim.

Cooper and Associates, 2459 Columbia Dr. Unit #17 proposal in the amount of \$2,265

Cooper and Associates, 2459 Columbia Dr. Unit #45 proposal in the amount of \$2,435

Both proposals are to remove and dispose of asbestos ceiling texture and ceiling drywall.

- b. ADL Aluminum, Inc. – Installation of Safety Handrails at Stairways (see pictures attached to estimates)
 - B12/U2, \$1,560.00
 - B55/U2, \$1,508.00
 - B56/U2, \$1,612.00
 - B41/U21, \$1,040.00
 - B55/U24, \$1,560.00
 - B80/U21, \$1,092.00

Mr. Martin turned the meeting back to the Chairman.

Chairman Colen asked if there was a motion to ratify the contracts under \$5,000 as presented here today.

A motion was made by Stacy Rush and seconded by Chuck McAllister.

Chairman Colen asked if there was discussion.

Stacy Rush then asked if a check had been written for this work or if this is planned for the future.

Chairman Colen stated they have been paid as this work needed to be done. In the first case, this was emergency work. The second was life safety matter.

Chairman Colen then asked for all in favor to say aye and any opposed to say nay. Hearing none opposed, the motion carried unanimously.

**EIGHTH ORDER OF BUSINESS SUSPENSIONS PURSUANT TO SECTION
718.303(3), (4), AND (5), FLORIDA STATUTES**

Chairman Colen then read the Short Title of Resolution 2023-02:

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

Chairman Colen asked, may I have a motion adopting Resolution 2024-02.

A motion was made by Jim O'Neil and seconded by Chuck McAllister adopting Resolution 2024-02.

Nancy Burt then asked how the Association deals with certain delinquencies. She wanted to understand what the protocol would be for situations such as if someone is in the hospital and was late on their fees.

Chairman Colen explained that the Management Company reaches out to any late payers, first by a late letter, then followed by a call. If no response or if no assessments are paid by 45 days, the account goes to legal for collections. Once with legal, if it still has not been paid after they have reached out to them, then at 90 days, the Board has an obligation to suspend the unit owners and any occupants and guests the right to use the common facilities. He stated further that the Management Company does work with owners and that we have many on payment plans.

With no further discussion, Chairman Colen asked for all those in favor of the motion to say aye and those opposed to say nay.

The motion carried with Nancy Burt opposing.

NINTH ORDER OF BUSINESS

OTHER BUSINESS

Chairman Colen stated that he wished to discuss the status of the traffic study that was approved at the meeting held on December 15, 2023, but there is no update as they have not submitted their report.

Also under Other Business, we have received on February 14 a proposal from ESI to conduct the Phase 2 studies on the following buildings:

B1 there's a slight bulge in an exterior wall between the first and second floor on the rear elevation of unit 25. They propose hammer sounding and a delamination survey of the bulged area. Also to examine the surrounding concrete masonry unit area for signs of settlement damage or displacing.

B18A exterior walkway hallway sloped downward away from the building separated between the exterior walkway slab and wall cracking. Phase 2 inspection would complete a laser level survey of the northeast wing second floor exterior walkway near around unit 35. Hammer sounding and delamination survey at observed cracks. Also examine the surrounding concrete masonry units for signs of settlement and damage.

B18A common area slab separation observable through floor coverings at building core. Complete a laser level survey of the common area floor at the building core. Hammer sounding and delamination survey. Moisture and IR survey done as needed.

B24 cracks in exterior walkway surface, stair surface below second floor landing and the southeast first and second floor. Hammer sounding and delamination survey of entire southeast stairway. Examine the supporting concrete for signs of settlement, damage, or displacement.

B25 exterior walkway hallway deflection at third floor near unit 60. Complete a laser survey at the southwest wing third floor exterior walkway near and around unit 60. Hammer sounding and

delamination survey at observed cracks. Examine the surrounding concrete masonry unit wall for signs of settlement, damage, or displacement.

B36 horizontal crack on face of slab at southeast stair first floor slab. Hammer sounding and delamination survey at observed cracks in the first floor slab of the southeast stairway. Review and analyze building plans and drawings for the first floor slab at the southeast stairway.

B50 cracks in wall finishes throughout the interior of unit 50. Inspection proposal upon further review additional Phase 2 work is not required at this time. The cracking should be monitored annually. Should the drywall cracking worsen the drywall should be removed and underlying framing can be inspected.

B55 cracks in wall finishes throughout interior of unit 58. Same upon further review additional Phase 2 work is not required at this time. Cracking should be monitored.

B56 cracks in wall finishes throughout the interior of unit 60. Inspection report upon further review addition Phase 2 work is not required at this time. Cracking should be monitored.

B57 crack in master bedroom bathroom tile in unit 9. Proposal is to complete a level survey of the master bedroom bathroom tile. Hammer sounding and delamination survey of flooring. Moisture and IR survey done as needed.

B96 crack in master bedroom bathroom tile in unit 203. Complete a level survey of the master bedroom bathroom tile in unit 203. Hammer sounding and delamination survey of the flooring. Moisture and IR survey done as needed.

ESI will communicate with On Top of the World regarding specific schedules and tasks, but it is estimated that based on inspections of all items noted above that the Phase 2 inspections can be completed in a span of two weeks.

The proposal is for a total cost of \$48,000.00.

Chairman Colen then asked for a motion authorizing the engagement of ESI for a Phase 2 study of the items noted here.

A motion was then made by Chuck McAllister and seconded by Stacy Rush who asked for discussion.

A brief discussion was then held in regard to the exterior of certain buildings and why maintenance was not completed before the ESI proposal. Upon conclusion, Chairman Colen stated we have a motion and a second, all in favor say aye and all opposed say nay. The motion carried unanimously in favor of engaging ESI for Phase 2 inspections.

Chairman Colen then talked about dealing with threatening behavior and explained how the Management Company takes these situations serious by taking it as far as they can in pursuing compliance with the rules. He stated that the first thing to do if a resident feels threatened is, if

possible, call the Sheriff and secondly is to get as much documentation on the matter as possible, including possible witnesses.

The Association encourages Owners who feel threatened to call law enforcement because the Association does not have law enforcement powers. The more documented information that is built up of continued calls to law enforcement, the better case the Association would have to pursue it forward if necessary.

There was additional discussion on another matter concerning a resident and her dog who has a history of potential violations of siccing her dog on other residents and using profanity. It was suggested that there be something in place that would restrict the rights of those who violate the rules by threatening other residents, maybe a change of rules, a fine or something to suspend the use of facilities - like the dog park.

Barrie Buenaventura, Association Counsel, stated that this is something we can evaluate and report back to the board at a future meeting as to what the options are.

The consensus from the Board was to request Attorney Buenaventura to investigate enforcement options in this regard with possible rule changes and present same at a future Board meeting.

There was additional discussion on the tennis courts and pickleball group requesting blue lines to be painted on the tennis court. Dessa Barabba provided a report that the tennis and pickleball groups are having difficulties agreeing on a schedule and coming to an agreement generally on any change to the courts. The tennis club has asked us to pause any changes until we can at least come to an agreement to play.

Finally, Nancy Burt mentioned the horseshoe court has become a hazard and the fact that this needed to be addressed. Dessa Barabba thanked Nancy Burt for bringing this to our attention and stated the horseshoe pits will be removed.

Chairman Colen then asked if there was no other business then we needed a motion to adjourn the meeting.

TENTH ORDER OF BUSINESS ADJOURNMENT

The meeting was adjourned at 11:15 a.m. Chairman Colen stated we will go right into the Budget Workshop next.

Respectfully submitted,
Patty Soriano

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

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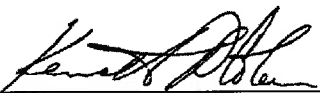
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Board of Administration Agenda

1. Call to order; roll call
2. Proof of notice of meeting
3. Owner Comments per Rule 22
4. Approval of minutes of last Board of Administration meeting
5. Status of ESI Building Inspection Reports
6. Resolution 2024-01 - consider awarding proposal for Structural Integrity Reserve Study (SIRS) to Beryl Project Engineering, LLC
7. Ratify contracts under \$5,000 Threshold:
 - a. Cooper and Associates: 2459 Columbia Dr. Unit 45 and 2459 Columbia Dr. Unit 17 – Emergency Repairs
 - b. ADL Aluminum: B12/U2, B55/U2, B56/U2, B41/U21, B55/U24, B80/U21 – Installation of Safety Handrails
8. Resolution 2024-02 - 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
9. Other Business
10. Adjournment


Kenneth D. Colen, Chairman

Upon conclusion of the Board Meeting, a Budget Workshop will be held

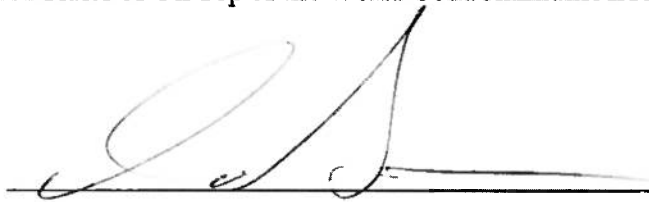
Budget Workshop Agenda

The Management Company will present a draft 2024-2025 budget for the Board's discussion and guidance.

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

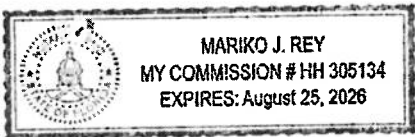
I, David Simms, do hereby swear, that on Feb. 6, 2024 at 3:15 a.m. (p.m) a "Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Tuesday, February 20, 2024 at 10:00 a.m., was posted on the community bulletin board in the East Activity Center 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.



STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 86 day of February, 2024 by DAVID SIMMS who:

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



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



2870 Scherer Drive North
Suite 200
St. Petersburg, FL 33716

Proposal for Engineering Inspection Services

Architectural/Engineering Firm:

Engineering Systems Inc.
2870 Scherer Drive North,
Suite 200
St. Petersburg, FL 33716

Client:

On Top of The World Condominium
Association Inc.
2069 World Parkway Blvd., East
Clearwater, FL 33763

Attn: Dessa Barabba
dessa_barabba@parkwayclw.com

Project Number: 98508

Date: 14 February, 2024

Project Name: OTOTW Condominium Association Building Safety Law Inspections – Phase 2

Location: 2291 World Parkway Blvd. West, Clearwater, FL 33763

SCOPE OF ARCHITECTURAL / ENGINEERING SERVICES

BACKGROUND:

In May of 2022 the Florida Legislature passed Senate Bill 4-D, Building Safety Law (SB 4-D), which creates a new statewide inspection program requiring condominium and co-op buildings three or more stories tall to conduct milestone structural inspections and perform structural integrity reserve studies to ensure such buildings are safe for continued use and occupation.

In response to the passage of SB 4-D, Mr. Shawn Tobias of Parkway Maintenance & Management Pinellas, LLC, the Property Management Services provider for On Top of the World Condominium Association Clearwater (OTOTW), has reached out to Engineering Systems Inc. (ESi) to provide the engineering services required to fulfill the requirements imposed upon OTOTW by SB 4-D.

PROJECT UNDERSTANDING:

On Top of the World is a self-contained 55+ retirement community located in Clearwater, Florida. The Community consists of 91 residential buildings of various sizes with a total of 4,959 units, and various accessory buildings including offices, clubhouses, and recreation facilities. The community is organized as a condominium association. Units typically are either one- or 2-bedrooms units. 71 of the 91 residential buildings are three stories tall, with the remaining 20 buildings being less than three stories. The community was built between 1969 and 1998.



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Phase 1 Milestone Structural Inspections for the 71 3-story buildings and 20 2-story buildings occurred from July to October 2023, with Phase 1 Milestone Inspection reports issued from December 2023 and January 2024.

SCOPE OF SERVICES

ESi is submitting this proposal to provide the Phase 2 Milestone Inspections of the elements identified during the Phase 1 inspections as needing a Phase 2 inspection

PHASE 2 MILESTONE INSPECTIONS:

After performing the Phase 1 inspections, Phase 2 inspections are for the following elements:

Building 1

Observation:

Bulge in exterior wall between 1st and 2nd floor on the rear elevation of unit 25.

Phase 2 Inspection Proposal:

Hammer sounding and delamination survey of bulged area. Also, examine the surrounding concrete masonry unit (CMU) wall area for signs of settlement, damage, or displacement.

Building 18A

Observation:

Exterior walkway hallways slope downward away from the building. Separation between exterior walkway slab and wall cracking parallel to walls observed.

Phase 2 Inspection Proposal:

Complete a laser level survey of the northeast wing 2nd floor exterior walkway near and around unit 35. Hammer sounding and delamination survey at observed cracks. Also, examine the surrounding concrete masonry unit (CMU) wall area for signs of settlement, damage, or displacement.

Review and analyze building plans and drawings for cantilevered exterior walkway and perform structural analysis.

Building 18A

Observation:

Common area slab separation observable through floor coverings at building core.

Phase 2 Inspection Proposal:

Complete a laser level survey of the common area floor at the building core. Hammer sounding and delamination survey of the flooring. Moisture and IR survey done as needed.



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Building 24

Observation:

Cracks in exterior walkway surface, stair surface, and below second floor landing at the southeast stairway 1st and 2nd floor.

Phase 2 Inspection Proposal:

Hammer sounding and delamination survey of entire southeast stairway. Examine the supporting concrete for signs of settlement, damage, or displacement.

Building 25

Observation:

Exterior walkway hallway deflection at 3rd floor walkway near unit 60.

Phase 2 Inspection Proposal:

Complete a laser level survey of the southwest wing 3rd floor exterior walkway near and around unit 60. Hammer sounding and delamination survey at observed cracks. Also, examine the surrounding concrete masonry unit (CMU) wall area for signs of settlement, damage, or displacement.

Review and analyze building plans and drawings for cantilevered exterior walkway and perform structural analysis.

Building 36

Observation:

Horizontal crack on face of slab edge at southeast stair 1st floor slab.

Phase 2 Inspection Proposal:

Hammer sounding and delamination survey at observed cracks at the first floor slab for the southeast stairway. Review and analyze building plans and drawings for the first floor slab at the southeast stairway.

Building 50

Observation:

Cracks in wall finishes throughout interior of unit 50.

Phase 2 Inspection Proposal:

Upon further review of this inspection item, additional phase 2 work is not required at this time. The cracking should be monitored annually. Should the drywall cracking worsen, the drywall should be removed so that the underlying framing can be inspected.

Building 55

Observation:



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Cracks in wall finishes throughout interior of unit 58.

Phase 2 Inspection Proposal:

Upon further review of this inspection item, additional phase 2 work is not required at this time. The cracking should be monitored annually. Should the drywall cracking worsen, the drywall should be removed so that the underlying framing can be inspected.

Building 56

Observation:

Cracks in wall finishes throughout interior of unit 60.

Phase 2 Inspection Proposal:

Upon further review of this inspection item, additional phase 2 work is not required at this time. The cracking should be monitored annually. Should the drywall cracking worsen, the drywall should be removed so that the underlying framing can be inspected.

Building 57

Observation:

Crack in master bedroom bathroom tile in unit 9.

Phase 2 Inspection Proposal:

Complete a level survey of the master bedroom bathroom tile in unit 9. Hammer sounding and delamination survey of the flooring. Moisture and IR survey done as needed.

Building 96

Observation:

Crack in master bedroom bathroom tile in unit 203.

Phase 2 Inspection Proposal:

Complete a level survey of the master bedroom bathroom tile in unit 203. Hammer sounding and delamination survey of the flooring. Moisture and IR survey done as needed.

ESi will communicate with OTOTW regarding specific scheduling of tasks, but it is estimated that phase 2 inspections for all items noted above can be completed in the span of two weeks.



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Terms and Conditions

ESi shall perform the services outlined in this agreement for the stated fee arrangement.

Fee

The total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without approval of the Client. The fee arrangement is to be on an hourly basis and the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access to Site

Unless otherwise stated, ESi will have access to the site for activities necessary for the performance of the services. ESi will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If ESi has reason to believe that such a condition may exist, ESi shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) ESi has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ESi shall not be responsible for the existing condition nor any resulting damages to persons or property. ESi shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnifications

The Client shall indemnify and hold harmless ESi and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client or the Client's agents. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and ESi, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ESi's total liability to the Client, for any



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and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$20,000, the amount of ES's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, the SE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay ESi for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by ESi under this agreement shall remain the property of ESi and may not be used by the Client for any other endeavor without the written consent of ESi.

Dispute Resolution

In the event any dispute arises, ESi and Client will negotiate in good faith to resolve such dispute prior to seeking relief in mediation. If the dispute has not been resolved by negotiation within 45 days after delivery of the initial notice of negotiation, the parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure. This agreement will be governed by the laws of the principal place of business of ESi.

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF ADMINISTRATION OF ON TOP OF THE
WORLD CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION")
SELECTING BERYL PROJECT ENGINEERING, LLC TO PERFORM STRUCTURAL
INTEGRITY RESERVE STUDY SERVICES AND DELEGATING AUTHORITY TO
THE MANAGEMENT COMPANY, IN CONSULTATION WITH THE CHAIRMAN
AND VICE CHAIRMAN, TO AUTHORIZE ADDITIONAL RELATED SERVICES
UP TO THE SPECIFIED AMOUNT**

WHEREAS, recent legislative changes imposed a requirement for condominium associations to have a structural integrity reserve study completed for each building on the condominium property that is three stories or higher in height; and

WHEREAS, the structural integrity reserve study must, at a minimum, study the following items as related to the structural integrity and safety of the building: roof; structure, including load-bearing walls and other primary structural members and primary structural systems; fireproofing and fire protection systems; plumbing; electrical systems; waterproofing and exterior painting; windows and exterior doors; and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the items listed above; and

WHEREAS, a structural integrity reserve study may be performed by any person qualified to perform the study; and

WHEREAS, a structural integrity reserve study is based on a visual inspection of the condominium property and this component of the study must be performed or verified by an engineer or architect licensed in the State of Florida or a person certified as a reserve specialist or professional reserve analyst; and

WHEREAS, at a minimum, a structural integrity reserve study must identify each item of the condominium property being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each item of the condominium property being visually inspected, and provide a reserve funding schedule with a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each item of condominium property being visually inspected by the end of the estimated remaining useful life of the item; and

WHEREAS; the structural integrity reserve study may recommend that reserves do not need to be maintained for any item for which an estimate of useful life and an estimate of replacement cost cannot be determined, or the study may recommend a deferred maintenance expense for such item; and

WHEREAS, the structural integrity reserve study may recommend that reserves for replacement costs do not need to be maintained for any item with an estimated remaining useful life of greater

than 25 years, but the study may recommend a deferred maintenance expense amount for such item; and

WHEREAS, the Association must complete its structural integrity reserve study by December 31, 2024, and

WHEREAS, although not required by law, the Parkway Maintenance and Management Pinellas, LLC (the “Management Company”) recommends that the Association include the 20 condominium buildings that are less than three stories tall in the structural integrity reserve study to obtain similar information about all condominium buildings in the On Top of the World condominium community; and

WHEREAS, the Management Company sought proposals from qualified firms to perform a structural integrity reserve study; and

WHEREAS, the Management Company received proposals from Beryl Project Engineering, LLC, Expert Reserve Services, Inc., and The Falcon Group that are each attached hereto as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively; and

WHEREAS, the Management Company found the proposal from Beryl Project Engineering, LLC “Beryl”) attached hereto as **Exhibit A** to be the most comprehensive and the best at demonstrating an understanding of the Association’s structure and annual budgeting practices; and

WHEREAS, all three proposals require some discussion and possible revision to fully meet the statutory requirements; and

WHEREAS, it is more cost effective for the Association to pursue necessary discussions and clarifications with a single proposer; and

WHEREAS, the Management Company recommends that an additional contingency amount of **\$5,000.00**, which is approximately five percent (5%) of the proposed fee, be added to cover the cost of any additional work that may be necessitated by unforeseen conditions; and

WHEREAS, it would be expedient for such additional work to be authorized by the Management Company, in consultation with the Chairman and Vice Chairman, without further action by the Board of Administration (the “Board”) if Beryl demonstrates to the Management Company’s satisfaction that the additional work is warranted;


NOW THEREFORE, it is resolved as follows:

1. The Board approves including all condominium buildings within the On Top of the World condominium community in the structural integrity reserve study, even though Florida law does not require a structural integrity reserve study for condominium buildings less than three stories in height.
2. The Board selects Beryl to perform the structural integrity reserve study.
3. The Board directs the Management Company to work with Beryl to clarify its proposal to ensure its services will meet statutory requirements for a structural integrity reserve study.

4. If Beryl submits a revised proposal that demonstrates full compliance with statutory requirements and does not exceed 105% of its current proposed fee of **\$91,000.00**, the Management Company is authorized to proceed with engaging Beryl to perform the structural integrity reserve study in accordance with its proposal.
5. The Management Company will inform the Board if it is unable to reach agreement with Beryl on a revised proposal and ask the Board to reconsider its selection of a firm to perform the structural integrity reserve study.
6. The Board authorizes an additional contingency amount of up to **\$5,000.00**, to cover the cost of any additional work that may be necessitated by unforeseen conditions related to the structural integrity reserve study, and delegates authority to the Management Company, in consultation with the Chairman and Vice Chairman, to authorize additional services by Beryl without further approval of the Board up to this amount, if Beryl demonstrates to the Management Company's satisfaction that such additional work is warranted.
7. The Board directs the Management Company to provide periodic reports to the Board on the progress of the structural integrity reserve study and the expenditure of all funds authorized herein.
8. The Board authorizes the Chairman or Vice Chairman to sign any documents necessary and take such other actions as are necessary and appropriate to fulfill the Association's obligations related to the structural integrity reserve study.


PASSED AND ADOPTED THIS 20th DAY OF FEBRUARY 2024.

ATTEST:



C. Guy Woolbright, Secretary

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

By: 

Kenneth D. Colen, Chairman

Statement of Qualifications

**Structural Integrity Reserve Study
Proposal**

Prepared for

**On Top of the World
Condominium Association, Inc.,
Board of Directors**

February 9, 2024



Statement of Qualifications

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SCOPE AND AUTHORIZATION FOR PROFESSIONAL SERVICES

TERMS OF SERVICE

**COMMUNITY ASSOCIATIONS INSTITUTE RESERVE SPECIALIST
CERTIFICATION**



BERYL
Engineering ■ Inspection

Keeping you and yours safe indoors.

To: On Top of the World Condominium Association
From: Matthew Miceli, Project Coordinator
Subject: Scope of Services for Structural Integrity Reserve Study Services
Date: February 9, 2023

Board of Directors:

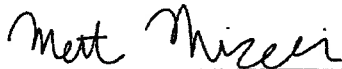
Beryl Project Engineering, LLC ("Beryl") is pleased to submit this proposal for a Level 1 Structural Integrity Reserve Study Analysis for On Top of the World Condominium Association, Inc., Property using Community Associations Institute's ("CAI") methodologies for Reserve Studies along with Senate Bill 4D/154 requirements. Community Associations Institute attests that Beryl meets all standards by CAI and abides by the Professional Reserve Specialist Code of Ethics established for a Reserve Specialist ("RS"). Our goal is to exceed your expectations while keeping your project needs of budget, time, and scope on track. Our vision is to keep you and yours safe indoors.

Some of the key highlights of Beryl include:

- Small Local Business Enterprise (SLBE) by the City of Tampa and Hillsborough County
- Winner of South Tampa Chamber of Commerce Business Award in 2016 and 2019
- Finalist of South Tampa Chamber of Commerce Business Award in 2017 and 2018
- Winner of the GrowFL Company to Watch in 2019
- Certified as a Reserve Specialist (RS) by the Community Associations Institute
- Performing CAI Level Reserve Studies since 2015
- Performing Structural Condition Assessments for COAs since 2012
- Performing Project Management for COAs since 2012
- Performing Neutral Evaluations for the State of Florida (Sinkhole Claims)
- Experience as a former Board Member/Officer for two separate COAs in Florida
- Experience as a former Director of a Community Redevelopment Agency
- Featured on FoxNews and WTSP Channel 10 about the Surfside Collapse and the new Senate Bill Impacts on Reserve Studies

Please review and accept Beryl's proposal responding to your need for a Level 1 Structural Integrity Reserve Study Analysis. We look forward to working with you in the future. If you have any questions or need additional information, please contact us at (813) 616 - 3301 or leo@berylprojectengineering.com.

From,



Matthew Miceli
Project Coordinator
(813) 616 - 3301
reserve@berylprojectengineering.com



Beryl Engineering & Inspection, LLC (Beryl), is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

Project Name: On Top of the World Association, Inc. Structural Integrity Reserve Study
Address: 2069 World Parkway Blvd East, Clearwater, FL 33763

CLIENT INVOICE INFORMATION:

On Top of the World Condominium Association C/O Dessa Barabba, dessa_barabba@parkwayclw.com

BACKGROUND

On Top of the World Condominiums is comprised of 91 buildings and 4,967 units. Based on our initial discussions with On Top of the World Condominiums, we understand that the Board of Directors for On Top of the World Condominium Association, Inc. ("On Top of the World") ("Board of Directors") is concerned about long term capital planning and strategic budgeting along with complying with Senate Bill 4-D/154. They desire to have back-up material for defining yearly maintenance fees and dues and seek to reduce the risk of issuing a Special Assessment as well as issuing a public statement about the structural integrity of the building. The benefits of choosing Beryl as the Structural Integrity Reserve Study firm are described below in the Proposed Scope of Services.

PROPOSED SCOPE OF SERVICES FOR FULL STRUCTURAL INTEGRITY RESERVE STUDY WITH SITE VISIT

Objective

Beryl offers this proposal to On Top of the World to provide a Structural Integrity Reserve Study that complies with Community Associations Institute's National Reserve Study Standards as a Reserve Specialist and with the intent of Florida Statutes 718.112(2)(f)2 and 718.112(2)(g) along with Senate Bill 4-D/154. The level of service requested is that of a Level 1 type, Full, With Site-Visit/On-Site. Beryl will conduct an on-site inspection of the common property, and then forecast a customized Structural Integrity Reserve Funding Plan required to replace or repair these components as they wear out over time.

Description

A Structural Integrity Reserve Study is made up of two parts, 1) the information about the physical status and repair/replacement cost of the major common area components the association is obligated to maintain (Physical Analysis), and 2) the evaluation and analysis of the association's Reserve balance, income, and expenses (Financial Analysis). The Physical Analysis is comprised of the Component Inventory, Condition Assessment, and Life and Valuation Estimates. The Component Inventory should be relatively "stable" from year to year, while the Condition Assessment and Life and Valuation Estimates will necessarily change from year to year. The Financial Analysis is made up of a finding of On Top of the World's current Reserve Fund Status (measured in cash or as Percent Funded) and a recommendation for an appropriate Reserve contribution rate (Funding Plan).

Physical Analysis

Component Inventory

Condition Assessment

Life and Valuation Estimates

Financial Analysis

Fund Status

Funding Plan

Level of Service

For a Level 1 Reserve Study, With-Site-Visit/On-Site Review, the Reserves Study will have the following five (5) tasks performed:

- Component Inventory (Quantification)
- Condition Assessment (Based on on-site visual observations)
- Life and Valuation Estimates
- Fund Status
- Funding Plan

Reserve Study Contents

The Level 1 Structural Integrity Reserve Study prepared by Beryl contains all of the following elements:

1. An on-site meeting with the Property Management Team and Board of Directors (if available)
2. Limited Condition Assessment* of the Property to Quantify Components and Assess Conditions
3. A summary of the association's number of units;
4. Association physical description (legal or physical narrative);
5. General statement or opinion describing the association's current reserve fund status (good/fair/ poor, adequate or inadequate. Percent Funded, etc.);
6. General statement describing the methods and objectives utilized in computing or evaluating the association's Reserve Fund status (Percent Funded or otherwise);
7. Fiscal Year (start and end) for which the Reserve study is prepared;
8. A projection of starting reserve cash balance (as-of above start date);
9. A general statement describing the development or computation of the association's starting Reserve Fund balance.
10. Recommended reserve contributions (minimum 20 years);
11. Projected reserve expenses (minimum 20 years);
12. Projected ending reserve fund balance (minimum of 20 years);
13. A tabular listing of the components in the Reserve Study;
14. A tabular listing of the component quantities or identifying descriptions;
15. A tabular listing showing each component's Useful Life;
16. A tabular listing showing each component's Remaining Useful Life, where $RUL=0$ =initial year;
17. A tabular listing showing each component's Current Replacement Cost;
18. A general statement describing the Methods (cash flow, component, etc.) and Goals (Full Funding, Threshold Funding, Baseline Funding) of the Funding Plan, using National Standard terminology;
19. Identification of the source(s) utilized to obtain component repair or replacement cost estimates;
20. A clear description of which one of the three Reserve Study "Levels of Service" (ie: Full, Update With-Site-Visit, Update No-Site-Visit) was performed; and
21. A clear statement of assumption used for Interest and inflation (whether zero or otherwise).

* = The Limited Condition Assessment of the property is limited to a non-invasive and visual observation. Beryl does not investigate nor assume any responsibility for any existence or impact of any structural, latent, or hidden defects which may or may not be present for the property.

Beryl further does not perform any Engineering Analysis, or probing for Termites, pests, other wood destroying organisms, or identify environmental hazards during the inspection component. This Limited Condition Assessment is not to identify construction deficiencies and is limited to areas of immediate access. These opinions of estimated costs and remaining useful lives are not a guarantee or a warranty of the common components.

In preparation of the investigation inspection, please have the Property Manager provide Beryl access to or electronic copies of as many of the following documents as can be reasonably procured:

- Beryl Pre-Site Visit Question Form;
- Previous Reserve Study
- Budgets for 2021 through 2023;
- Reserve Bank Statements for December 31, 2022 and current
- Declaration of Condominium Association and Bylaw Documents;
- Preventative Maintenance Plan;

8202 N Armenia Ave, STE A, Tampa, FL 33604 | 813.616.3301 | berylengineering.com

- Maintenance Records;
- Manufacturers' installation instructions;
- Any previous inspection reports;
- Any prior repair estimates and/or invoices; and
- Warranties.

The Structural Integrity and Reserve Components included in this Proposal will include all components identified through the Pre-Site Visit Question Form, budget review, interviews with staff, discussions with the Board of Directors, and site visits. The mandatory components are required by Senate Bill 4-D/154 (as related to the structural integrity and safety of the building), such as Roof, Load-bearing walls or other primary structural members, Fireproofing and fire protection systems, Plumbing, Electrical systems, Waterproofing and exterior painting, and Windows will be included. Any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the required components of the SIRS (roof, structure, fireproofing and fire protection systems, plumbing, electrical systems, waterproofing and exterior painting, and windows and exterior doors).

It is the Property Manager and the Board of Director's responsibility to arrange for Beryl to receive timely access to the subject property for the investigation inspection, as well as access to all documents and interviewees needed for the research portion of the inspection.

Access further includes all documents, information and previously generated reports in the client's possession. Beryl is not responsible for obtaining, reviewing or providing information, should the source withhold, impede or delay access. Anything that hinders the Beryl's access will be noted in the report.

After completing the Draft Reserve Study, Beryl will finalize the report after it is reviewed by the Board. Questions or comments regarding the Draft Reserve Study must be provided within one written consolidated list. The Board has the option to discuss their questions and comments with Beryl if their questions are provided in writing prior to the discussion. These discussions will be held virtually or via phone call.

Work Products

- Site Visit
- Draft Reserve Study (Electronic PDF)
- Final Reserve Study (Electronic PDF)

BASIS OF FEE

The proposed services/work products listed above can be completed for a Lump Sum fee of \$91,000. Of this Fee, 20% (\$18,200) is due up front to start work on the pre-site visit question form and documents review. The balance is due at the time of the submission of the Draft Reports prior to the finalization of the documents.

Beryl assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future. The Board of Directors and Property Manager acknowledge that the liability of Beryl, its agents and employees, for claims or damages, costs of defense or suit, attorney's fees and expenses, and payments arising out of or related to Beryl's negligence or breach of any obligation under this scope, including negligence or errors and omissions in the inspection or the Reserve Study, shall be limited to liquidated damages in an amount equal to the fee paid to Beryl, and this liability shall be exclusive.

On Top of the World, the Board of Directors, and the Property Manager waive any claim for consequential, exemplary, special or incidental damages, or for the loss of the use of portions of On Top of the World, even if the Board of Directors and Property Manager have been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; and (ii) to allocate risk among Beryl and On Top of the World.

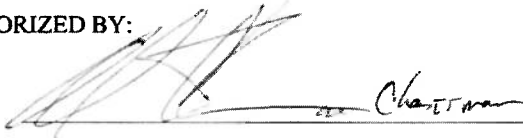
TIME SCHEDULE



As of this writing, we can begin coordinating to perform our inspection which will require multiple site visits within two to three weeks of receipt of the pre-site questionnaire information and retainer. We anticipate it will take four to six weeks in total to assemble reports.

We appreciate the opportunity to submit this proposal, and we hope to work with On Top of The World on this assignment. If you have any questions concerning this proposal or if you need any further information, please contact us.

WORK AUTHORIZED BY:

Signature:  Date: 02/20/2024

Print Name: Kenneth D. Cole Title: Chairman

Firm: On Top of the World Condominium Assoc, Inc
Signatory warrants his/her authority to bind the entity represented

FOR BERYL ENGINEERING & INSPECTION:

Signature: Leo Cannyn Date: February 9th, 2024

Print Name: Leo Cannyn Title: Principal Project Manager

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These Terms and Conditions for Professional Service (Terms), including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement (Agreement) under which services are provided by Beryl Project Engineering, LLC (Beryl) for the Client. The Client's acceptance of Beryl's proposal or its direction for Beryl to commence any services constitutes acceptance of these Terms.

1. **Independent Consultant Status.** Beryl is an independent consultant, and all persons employed to furnish services hereunder are employees of Beryl or its subcontractors/sub-consultants and not of the Client. Beryl and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.
2. **Scope of Services.** It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by the Client and/or the Client's contractors and consultants. The Client acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in Progress.
3. **Standard of Care.** The standard of care for all professional services performed or furnished by Beryl will be the skill and care ordinarily used by members of Beryl's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. Beryl makes no guarantees or warranties, express or implied, with regard to performance of its services. Beryl shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for construction safety precautions and programs since these are the responsibilities of others. Beryl agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes, and standards that relate to Beryl's services and that are in effect as of the date when the services are provided.
4. **Client Duties.** In order for Beryl to perform the services requested, the Client shall, at no expense to Beryl, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Beryl's services; and (3) provide access to and make all provisions for Beryl to enter, without cost, limitation, or burden to Beryl, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. Beryl is entitled to rely upon the information and services provided by Client.
5. **Safety.** Field work will be performed only under conditions deemed safe by Beryl personnel. Charges may be made for safety or security measures required by hazardous job conditions that Beryl may encounter. Client understands that Beryl is only responsible for the safety of its own employees and that of its sub-consultants and is not responsible for the safety of other persons or property.
6. **Compensation and Expenses.** Client agrees to pay for Beryl's requested services in accordance with Beryl's standard hourly rate schedule, negotiated fee, and initial deposit. Charges generally will be billed in bi-weekly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. Beryl equipment used in field or laboratory work is

billed at Beryl's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any sub-contracted service will be billed at cost plus 10 percent providing the sub-contract firm has in place adequate insurance coverage determined by Beryl; otherwise the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay Beryl's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to Beryl's negligent performance of its services.

Processing for payment of Beryl's services is expected in full in US dollars upon receipt of the invoice. Invoices considered past due (after 30 days) are subject to any related attorneys' fees, collection expenses and/or 1.5% interest charges. Beryl reserves the right to suspend its services if the Client fails to make a payment due providing that Beryl gives seven calendar days' notice to Client as practicable. In such an event, Beryl shall have no liability to the Client for delay or damage caused the Client because of such suspension.

7. **Termination.** Both the Client and Beryl have the right to terminate Beryl's services for convenience upon seven calendar day's written notice to the other party. In the event the Client terminates without cause, Beryl shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.
8. **Reports, Drawings, and Work Product.** Beryl retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of Beryl. Upon request, Beryl will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of Beryl's work product shall be at the Client's sole risk and Client shall indemnify Beryl for any liability or legal exposure to Beryl. To the extent Beryl terminates its services due to non-payment of fees by Client, Client shall not be entitled to use those documents described herein for any purpose whatsoever that are associated with the non-payment.
9. **Environmental Hazards.** Client acknowledges that Beryl's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that Beryl may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold Beryl harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of Beryl's employees. Beryl reserves the right to suspend its services without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.
10. **Dispute Resolution.** Non-binding arbitration shall be administered by the American Arbitration Association, in accordance with the Construction

Industry Arbitration Rules in effect on the date of this Agreement. Prior to the initiation of any legal proceedings, the demand for non-binding arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the non-binding arbitration. The commencement of any arbitration proceeding shall toll all applicable statutes of limitation. The decision of an arbitrator shall be final. However, nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties have agreed that the arbitration is binding. If judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial de novo. The party filing for a trial de novo shall file suit with the court of competent jurisdiction within 30 days from the date of the entry of the final decision of the arbitrator. Failure to file for a trial de novo within 30 days shall void the right of any party to file for a trial de novo and the final decision of the arbitrator shall stand. In the event of any dispute arising from this contract, the prevailing party in any legal or equitable proceeding, as well as any arbitration proceeding (binding or non-binding), shall be entitled to recover its reasonable attorney's fees and costs as well as reasonable attorney's fees and costs on appeal from the non-prevailing party.

11. **Governing Law.** The laws of the state where Beryl performs its services shall govern.
12. **Successors and Assigns.** These terms shall be binding upon Client and Beryl and their respective successors, assigns, and legal representatives. Neither party may assign, sub-contract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.
13. **Insurance.** Beryl maintains commercial general liability coverage under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver or subrogation is allowed on Beryl's professional liability policy. Upon written request, Beryl agrees to name the Client as an additional insured to the commercial general liability coverages. Any request to add other parties as additional insurers must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and Beryl will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.
14. **Indemnity.** To the fullest extent permitted by law, Client and Beryl each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Beryl, or their respective agents, officers, employees, independent contractors, or sub-contractors of any tier, they shall be borne by each party in proportion to that negligence.
15. **Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of Beryl and Beryl's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to Beryl's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity, or breach of contract shall not exceed an amount equal

to the proceeds obligated to be paid under Beryl's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed Beryl's fees for the services performed hereunder.

In no event shall Beryl be liable in contract, tort, strict liability, warrant or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

16. **Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Beryl. Beryl's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Beryl because of these Terms or Beryl's performance or non-performance of services hereunder.
17. **Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersedes all prior negotiations and written agreements between them, and any amendment or modification to either Beryl's proposal of these Terms may be made only by written instrument expressly stated to be an amendment and signed by Beryl.
18. **Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
19. **Contractual Limitation on Liability. IN ACCORDANCE WITH SECTION 558 ET SEQ. OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLIENT ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OR CONSULTANT SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS ASSIGNMENT.**



COMMUNITY ASSOCIATIONS INSTITUTE

hereby attests that

Leo Cannyn

has successfully met the standards established by CAI
and has agreed to abide by the Professional Reserve Specialist Code of Ethics established for a

RESERVE SPECIALIST™
RS

and is therefore entitled to all related benefits and privileges.

Thomas M. Akiba

CEO, Community Associations Institute

April 5, 2023

Date

471

Designation Number

This certificate is valid only as long as the holder remains in good standing.

COOPER AND ASSOCIATES

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

January 18, 2024

On Top of the World Condo Association, Inc.
2069 World Parkway Blvd E
Clearwater, Florida 33763

Reference: 2459 Columbia Dr. Unit #17 – Clearwater, FL 33763

Cooper and Associates is pleased to offer for your consideration our proposal for the removal and disposal of approximately 50 square feet of asbestos ceiling texture along with the ceiling drywall located in the living room and hallway of the above referenced property. Our price to perform this work is \$2,265.00. This price includes a third party to perform final air testing. Our payment terms are 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 building owner or their general contractor. Air testing will be done by a state licensed testing laboratory to be paid for by Cooper and Associates. All test results will be furnished to the owner.

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: 01/26/2024
By: [Signature]

Please sign, date & return

B17-45

COOPER AND ASSOCIATES

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

January 22, 2024

On Top of the World Condo Association, Inc.
2069 World Parkway Blvd E
Clearwater, Florida 33763

Attn: Ms. Lisa Mcalum

Reference: 2459 Columbia Dr. Unit #45 – Clearwater, FL 33763

Cooper and Associates is pleased to offer for your consideration our proposal for the removal and disposal of the following asbestos ceiling texture along with the ceiling drywall craping 1 foot beyond the cut line located at the above referenced property. Our price to perform this work is \$2,435.00. This price includes a third party to perform final air testing. Our payment terms are due upon completion.

Living Room = 12 SF of drywall removal.
Hallway = 8 SF of drywall removal.
Bedroom = 14 SF of drywall removal.

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 building owner or their general contractor. Air testing will be done by a state licensed testing laboratory to be paid for by Cooper and Associates. All test results will be furnished to the owner.

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



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

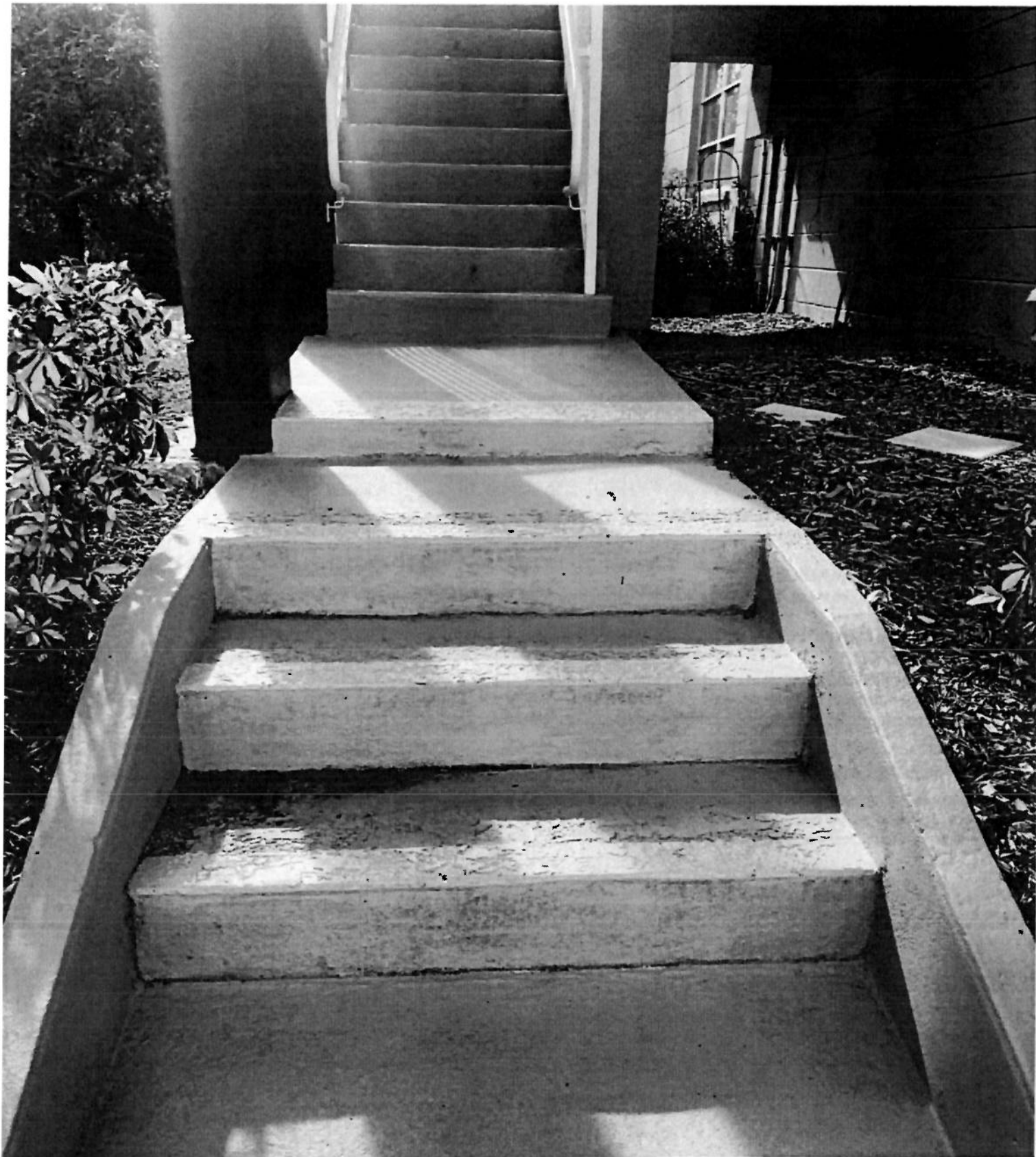
ESTIMATE # 10181
DATE 01/04/2024

DESCRIPTION	QTY	RATE	AMOUNT
NEW 36" HIGH SINGLE LINE HANDRAILS			
<p>TWO SINGLE LINE HANDRAILS Single line handrail to be made from 1 1/4" schedule 40 aluminum pipe, custom bent, welded and powder coated. Paint coating to be Sherwin Williams Super Durable powder coat paint. Color to be WHITE. Core drill installation method. Guardrail to be secured to concrete substrate with Hard-Rok a non porous non shrinking anchoring cement specifically designed for this application.</p>			
2-15 LF single line handrail as described above	30	\$2.00	1,560.00
<p>Price includes all measuring, material's, fabrication drawings, fabrication, powder coating, logistics, mobilization and installation. Price does not include engineering or permit</p>			

SUBTOTAL 1,560.00
 TAX 0.00
TOTAL \$1,560.00

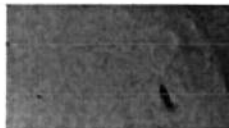
Accepted By *[Signature]*
 01/11/2024

Accepted Date



12/13/2023

B12 u2





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

Estimate

ADDRESS

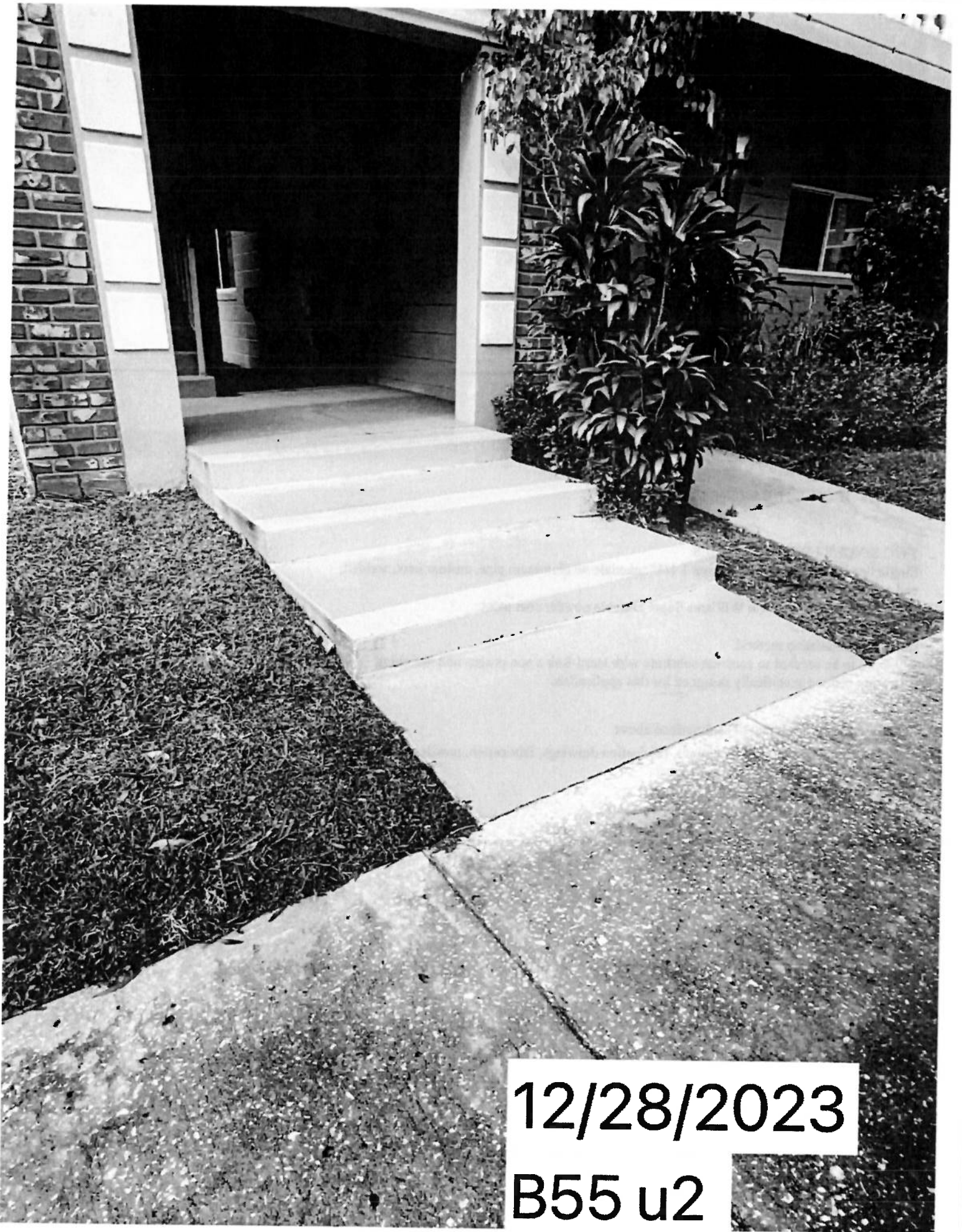
On Top of the World Condominium
 Assoc. , Inc.
 2069 World Parkway blvd. E
 Clearwater, FL 33763

ESTIMATE # 10188
DATE 01/22/2024

DESCRIPTION	QTY	RATE	AMOUNT
Bldg. #55 U2 NEW 36" HIGH SINGLE LINE HANDRAILS			
TWO SINGLE LINE HANDRAILS			
Single line handrail to be made from 1 1/4" schedule 40 aluminum pipe, custom bent, welded and powder coated. Paint coating to be Sherwin Williams Super Durable powder coat paint. Color to be WHITE. Core drill installation method. Guardrail to be secured to concrete substrate with Hard-Rok a non porous non shrinking anchoring cement specifically designed for this application.			
2-14.5 LF single line handrail as described above	29	52.00	1,508.00
Price includes all measuring, material's, fabrication drawings, fabrication, powder coating, logistics, mobilization and installation. Price does not include engineering or permit			
SUBTOTAL			1,508.00
TAX			0.00
TOTAL			\$1,508.00

Accepted By 

Accepted Date 01/26/2024



12/28/2023

B55 u2



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 # 10187
DATE 01/22/2024

DESCRIPTION	QTY	RATE	AMOUNT
Bldg. #56 U2 NEW 36" HIGH SINGLE LINE HANDRAILS			
TWO SINGLE LINE HANDRAILS			
Single line handrail to be made from 1 1/4" schedule 40 aluminum pipe, custom bent, welded and powder coated.			
Paint coating to be Sherwin Williams Super Durable powder coat paint.			
Color to be WHITE.			
Core drill installation method.			
Guardrail to be secured to concrete substrate with Hard-Rok a non porous non shrinking anchoring cement specifically designed for this application.			
2-15.5 LF single line handrail as described above	31	52.00	1,612.00
Price includes all measuring, material's, fabrication drawings, fabrication, powder coating, logistics, mobilization and installation.			
Price does not include engineering or permit			
SUBTOTAL			1,612.00
TAX			0.00
TOTAL			\$1,612.00

Accepted By 

Accepted Date 01/26/2024



1/11/2024

B56 u2



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 2101 34TH WAY, UNIT A
 LARGO, FL 33771
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Estimate

ADDRESS

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

ESTIMATE # 10186
DATE 01/22/2024

DESCRIPTION	QTY	RATE	AMOUNT
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Bldg. #41 U21
 NEW 36" HIGH SINGLE LINE HANDRAILS

TWO SINGLE LINE HANDRAILS

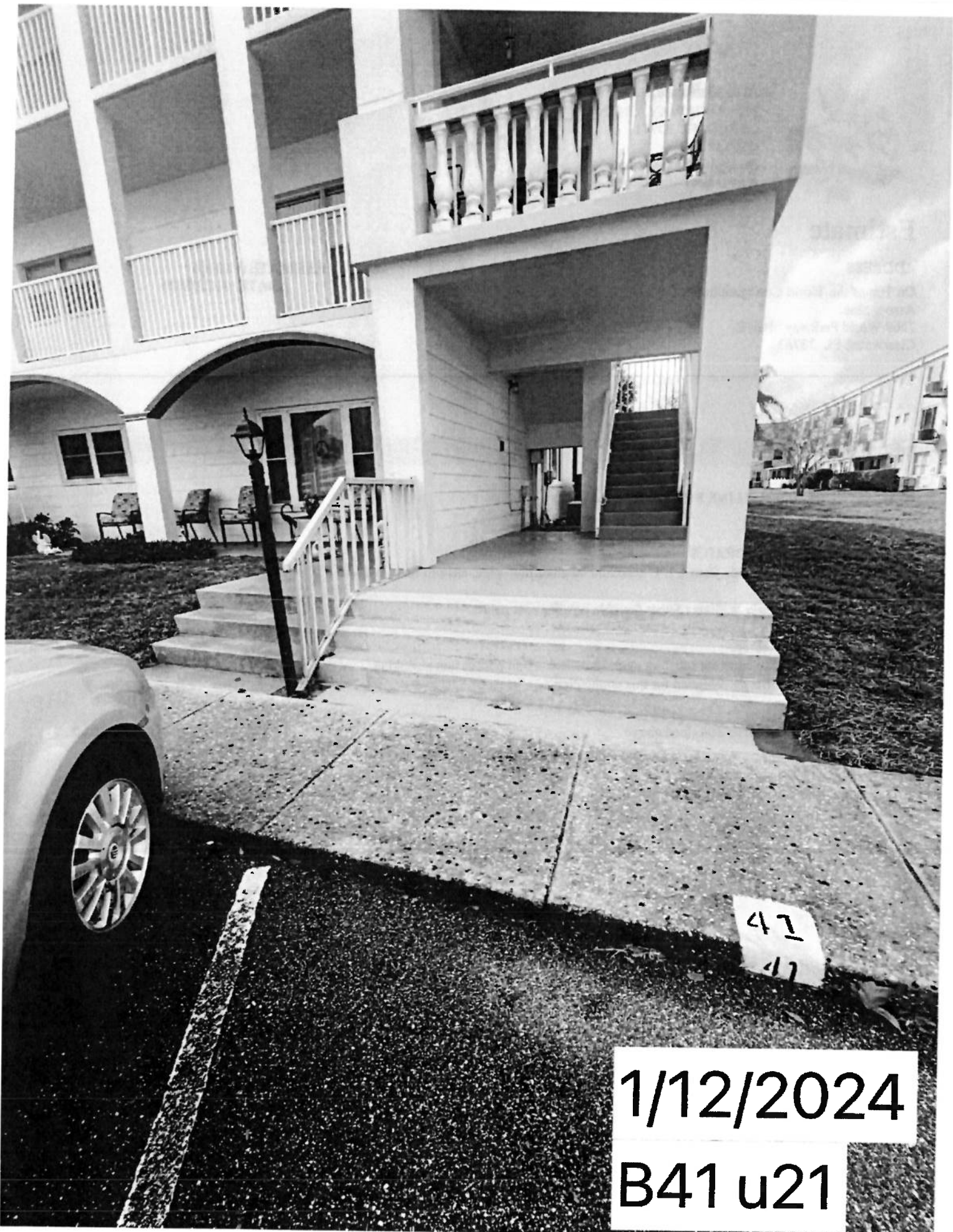
Single line handrail to be made from 1 1/4" schedule 40 aluminum pipe, custom bent, welded and powder coated.
 Paint coating to be Sherwin Williams Super Durable powder coat paint.
 Color to be WHITE.
 Core drill installation method.
 Guardrail to be secured to concrete substrate with Hard-Rok a non porous non shrinking anchoring cement specifically designed for this application.

2-10 LF single line handrail as described above	20	52.00	1,040.00
Price includes all measuring, material's, fabrication drawings, fabrication, powder coating, logistics, mobilization and installation.			
Price does not include engineering or permit			

SUBTOTAL	1,040.00
TAX	0.00
TOTAL	\$1,040.00

Accepted By 

Accepted Date 01/26/2024



41
41

1/12/2024
B41 u21



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

Estimate

ADDRESS

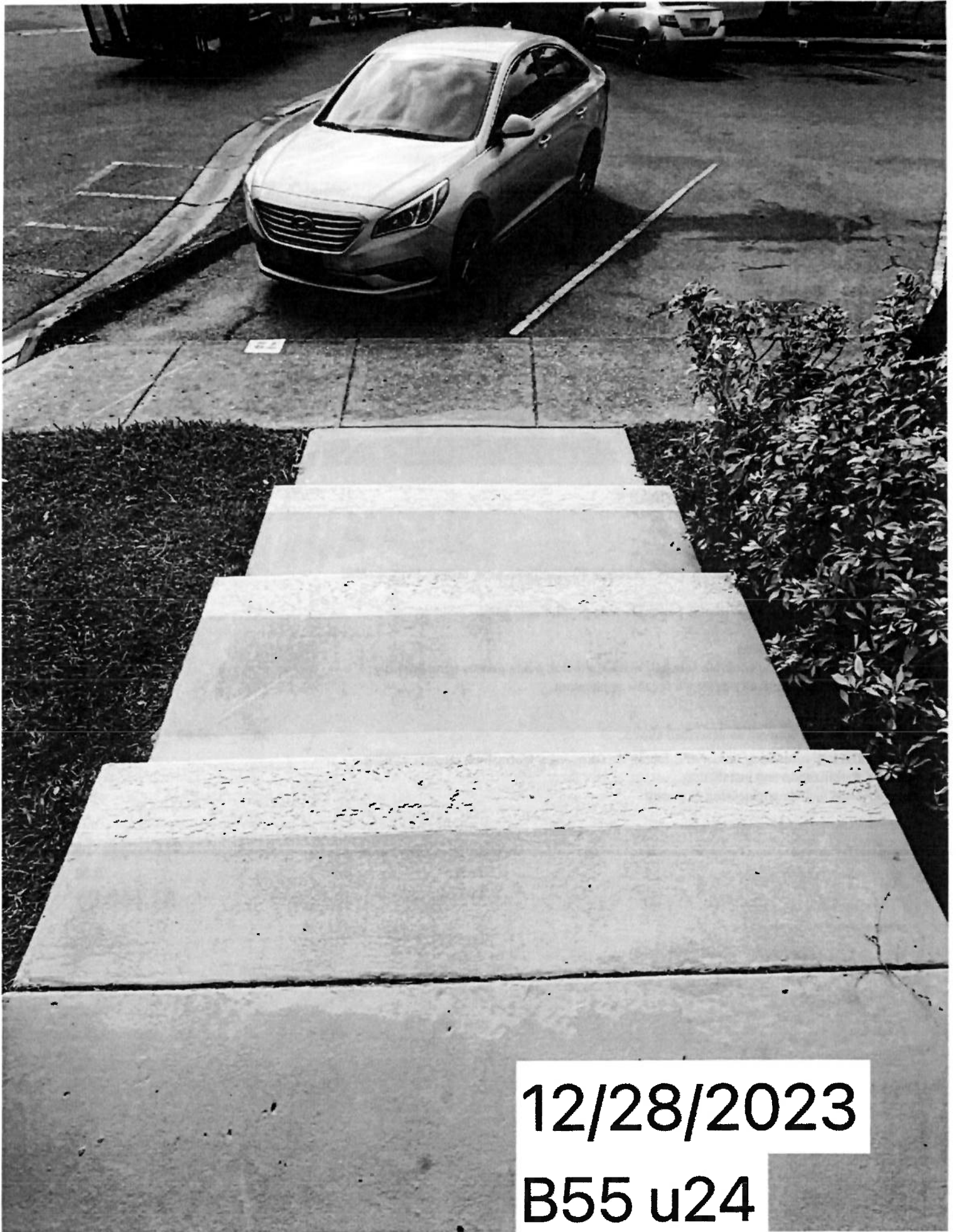
On Top of the World Condominium
 Assoc. , Inc.
 2069 World Parkway blvd. E
 Clearwater, FL 33763

ESTIMATE # 10189
DATE 01/22/2024

DESCRIPTION	QTY	RATE	AMOUNT
Bldg. #55 U24 NEW 36" HIGH SINGLE LINE HANDRAILS			
TWO SINGLE LINE HANDRAILS			
Single line handrail to be made from 1 1/4" schedule 40 aluminum pipe, custom bent, welded and powder coated. Paint coating to be Sherwin Williams Super Durable powder coat paint. Color to be WHITE. Core drill installation method. Guardrail to be secured to concrete substrate with Hard-Rok a non porous non shrinking anchoring cement specifically designed for this application.			
2-15 LF single line handrail as described above	30	52.00	1,560.00
Price includes all measuring, material's, fabrication drawings, fabrication, powder coating, logistics, mobilization and installation. Price does not include engineering or permit			
SUBTOTAL			1,560.00
TAX			0.00
TOTAL			\$1,560.00

Accepted By 

Accepted Date 01/24/2024



12/28/2023

B55 u24



ADL Aluminum, Inc.
 2101 34TH WAY, UNIT A
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Estimate

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

ESTIMATE # 10185
DATE 01/22/2024

DESCRIPTION	QTY	RATE	AMOUNT
Bldg. #80 U21 NEW 36" HIGH SINGLE LINE HANDRAILS			
<p>TWO SINGLE LINE HANDRAILS Single line handrail to be made from 1 1/4" schedule 40 aluminum pipe, custom bent, welded and powder coated. Paint coating to be Sherwin Williams Super Durable powder coat paint. Color to be WHITE. Core drill installation method. Guardrail to be secured to concrete substrate with Hard-Rok a non porous non shrinking anchoring cement specifically designed for this application.</p>			
2-10.5 LF single line handrail as described above	21	52.00	1,092.00
<p>Price includes all measuring, material's, fabrication drawings, fabrication, powder coating, logistics, mobilization and installation. Price does not include engineering or permit</p>			
		SUBTOTAL	1,092.00
		TAX	0.00
		TOTAL	\$1,092.00

Accepted By 

Accepted Date 01/26/2024

RESOLUTION 2024-02

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

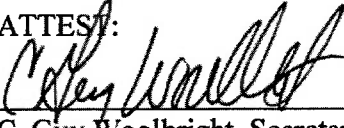
FURTHER RESOLVED, that the suspension of use rights shall not apply to limited common elements intended to be used only by a unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators; and

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 20th DAY OF FEBRUARY, 2024.

ATTES:



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 2024-02

Bldg/Unit Numbers		In Legal?
01	54	YES
61	14	NO
73	27	NO
71	06	YES
80	30	YES
56	63	YES
85	19	YES

Total = 7 Accounts

BUDGET WORKSHOP MEETING MINUTES – FEBRUARY 20, 2024

**MINUTES OF THE
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.
BUDGET WORKSHOP MEETING
FEBRUARY 20, 2024**

Tim Martin opened the Budget Workshop at 11:20 a.m. which was held at the East Activity Center Auditorium directly following the Board of Administration Meeting. Mr. Martin introduced Lenore Mulligan as Senior Staff Accountant of Parkway Maintenance & Management Pinellas, LLC (the "Management Company"). All Board members were in attendance.

Ms. Mulligan presented the 2024-2025 draft operating budget line item by line item.

Upon conclusion Ms. Mulligan turned to the Board for discussion.

Chairman Colen began by asking Mr. Woolbright to explain the reduction on line items Elevator Services and Electrical Services.

Mr. Woolbright stated that the reduction was caused by a change in rounding from \$.50 to \$.05 for the 2024-2025 budget.

Chairman Colen then asked Ms. Mulligan to address the increased Insurance Expense.

Ms. Mulligan stated that insurance rates are going up at least 40% in Florida and that the Management Company is negotiating to keep this line item as low as possible.

Ms. Mulligan then stated that Summit Broadband was a line item that was another big cost. She stated that last year there were credits so residents were not charged but the credits are gone and Summit will cost residents \$51.61. This expense is still a cost saving as the average cost for a resident to have their own cable and internet would be higher.

Stacy Rush then discussed Gate Operations stating that it was a waste of money. She suggested removing the gate attendants as they are not providing gate security and are not doing their jobs properly. Further that gate attendants have been seen sleeping on the job and not greeting residents when entering.

Chairman Colen stated that a survey should be sent to residents to explain the issue and see how they feel about removing the gate attendants.

Chairman Colen then moved the discussion to Elevator Services asking the Board if they wish to have the Management Company do six (6) elevator rehabs a year instead of four (4). Further that it would require hiring another full time technician. He stated that an advantage of this is having later service hours to maintain the critical infrastructure.

Shawn Tobias stated that the equipment on property is still very serviceable and unless there is a complete equipment failure, software failure, or controller failure, four (4) rehabs is appropriate.

Maria Avdelas then asked if it would be beneficial to get bids from outside vendors for elevator services. Shawn Tobias stated the Management Company could get a proposal from an outside vendor for a comparative purpose.

Jim O'Neal stated that his concern was not with the amount of personnel to service the elevators, but with the Management Company not having parts stockpiled. He stated that if there was a build up of parts then it would not take as long to have the elevators serviced.

Mr. Tobias stated that the Management Company does stockpile parts, however, it is a delay in technical support when you receive and install the part that is causing the delay in service.

Upon conclusion, Chairman Colen stated that an additional two (2) elevator rehabs would increase the line item Elevator Cab replacement to between \$600,000 and \$700,000. Further if residents want to take that line item on then it should be discussed at the June Budget Meeting.

Stacy Rush then stated she wanted to discuss Waste Management and asked to look at the cost savings of putting trash compactors at the end of the streets. She stated that this is to save money and use staff more wisely. Ms. Rush requested that the Management Company look into seeing if there was space to place trash compactors at the end of the streets. Chairman Colen stated that the Management Company could look into it, however space is of concern.

Maria Avdelas discussed having Waste Management provide dumpsters a couple times a year for residents to throw away large amounts of trash or furniture.

Shawn Tobias stated that the Waste Management provider does offer a la carte services for residents. Mr. Tobias then stated that the service will be publicized to residents more to encourage the use of it.

Stacy Rush also discussed that the existing trash rooms could be used as storage space. She stated that if the Board could figure out how to eliminate the trash rooms, then the existing rooms could be used as bicycle storage for residents. Further that this would get rid of clutter in the elevator room where staff can work more efficiently.

Nancy Burt then stated she wanted to discuss an issue with renting golf carts for a community parade. She stated it was sad that residents who cannot walk the parade have to pay a \$13 fee to rent a golf cart for the community parade.

Chairman Colen stated that the golf carts are leased and the issue should not be included as a line item in the budget as it is an individual concern.

Upon hearing no further comments, the Budget Workshop concluded at 11:50 a.m.

Respectfully submitted,
Patty Soriano

**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
Charles McAllister, Vice Chairman
C. Guy Woolbright, Secy-Treas.
Gail Sanders
James F. O'Neil
Maria Avdelas
Nancy Burt
Stacy Rush
Katie Bajis

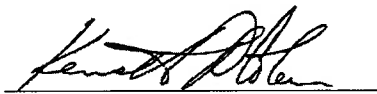
**NOTICE OF BOARD OF ADMINISTRATION MEETING FOLLOWED BY
A BUDGET WORKSHOP**

Date/Time: February 20, 2024 - 10:00 AM

Venue: East Activity Center Auditorium
2069 World Parkway Blvd. East
Residents may also join by tuning into Channel 901 or
YouTube: <https://www.youtube.com/watch?v=LTJSKg3iTjs>

Board of Administration Agenda

1. Call to order; roll call
2. Proof of notice of meeting
3. Owner Comments per Rule 22
4. Approval of minutes of last Board of Administration meeting
5. Status of ESI Building Inspection Reports
6. Resolution 2024-01 - consider awarding proposal for Structural Integrity Reserve Study (SIRS) to Beryl Project Engineering, LLC
7. Ratify contracts under \$5,000 Threshold:
 - a. Cooper and Associates: 2459 Columbia Dr. Unit 45 and 2459 Columbia Dr. Unit 17 – Emergency Repairs
 - b. ADL Aluminum: B12/U2, B55/U2, B56/U2, B41/U21, B55/U24, B80/U21 – Installation of Safety Handrails
8. Resolution 2024-02 - 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
9. Other Business
10. Adjournment


Kenneth D. Colen, Chairman

Upon conclusion of the Board Meeting, a Budget Workshop will be held

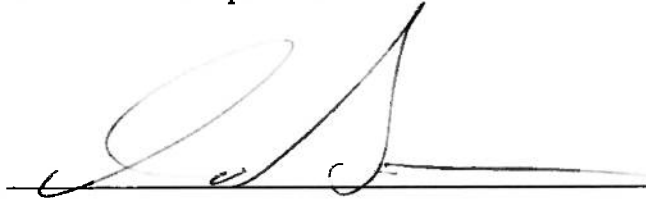
Budget Workshop Agenda

The Management Company will present a draft 2024-2025 budget for the Board's discussion and guidance.

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

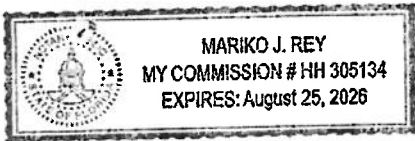
I, David Simms, do hereby swear, that on _____
Feb. 6, 2024 at 3:15 a.m. (p.m) a "Notice of Board of
Administration Meeting" of the On Top of the World Condominium Association, Inc. to
be held on Tuesday, February 20, 2024 at 10:00 a.m., was posted on the community bulletin
board in the East Activity 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.



STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 26 day of February,
2024 by DAVID SIMMS who:

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



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

OTOW Condo Association, Inc.
DRAFT Operating Budget for Fiscal Year July 01, 2024-June 30, 2025

	2024-2025	Average Per Unit Per Month	2023-2024	Increase (Decrease)	Increase Average Per Unit Per Month
Income					
Without Reserves	\$ 27,133,226		\$ 20,408,544		
Reserves	\$ 3,958,729		\$ 4,568,310		
With Reserves	<u>\$ 31,091,955</u>		<u>\$ 24,976,854</u>		

Services and Operating Expenses:
**Bulk Service Agreement for : TV and Internet
Management Fees**

	\$ 3,076,857	\$ 51.61	\$ -	\$ 3,076,857	51.61
	\$ 715,392	\$ 12.00	\$ 715,392	-	0

Parkw

Maintenance Expenses
Janitorial and Grounds Maintenance Services
Landscape Services
Building Maintenance and Repair
Remediation and Special Projects
Elevator Services
Electrical Services
Inspection Services

	\$ 7,860,820	\$ 131.86	\$ 6,915,456	\$ 945,364	\$ 15.86
	\$ 401,500	\$ 6.73	\$ 357,696	\$ 43,804	\$ 0.73
	\$ 1,502,850	\$ 25.21	\$ 1,132,704	\$ 370,146	\$ 6.21
	\$ 85,000	\$ 1.43	\$ 59,616	\$ 25,384	\$ 0.43
	\$ 121,300	\$ 2.03	\$ 119,232	\$ 2,068	\$ 0.03
	\$ 12,000	\$ 0.20	\$ 29,808	\$ (17,808)	\$ (0.30)
	\$ 3,000	\$ 0.05	\$ 29,808	\$ (26,808)	\$ (0.45)
Total Maintenance Expense	<u>\$ 9,986,470</u>	<u>\$ 167.51</u>	<u>\$ 8,644,320</u>	<u>\$ 1,342,150</u>	<u>\$ 22.51</u>

OTOW Condo Association, Inc.
DRAFT Operating Budget for Fiscal Year July 01, 2024-June 30, 2025

Direct	2024-2025	Average Per Unit Per Month	2023-2024	Increase (Decrease)	Increase Average Per Unit Per Month
Operating Expenses					
Property and Casualty Insurance	\$ 3,996,000	\$ 67.03	\$ 1,967,328	\$ 2,028,672	\$ 34.03
Gate Operations	\$ 570,000	\$ 9.56	\$ 536,544	\$ 33,456	\$ 0.56
Pinellas Utility Potable Water	\$ 990,000	\$ 16.61	\$ 1,013,472	\$ (23,472)	\$ (0.39)
Recreational Amenities	\$ 2,322,229	\$ 38.95	\$ 2,444,256	\$ (122,027)	\$ (2.05)
Wastewater and Irrigation	\$ 1,636,640	\$ 27.45	\$ 1,430,784	\$ 205,856	\$ 3.45
Waste Management Trash and Recycle	\$ 450,000	\$ 7.55	\$ 596,160	\$ (146,160)	\$ (2.45)
Association Audit Fee	\$ 45,000	\$ 0.75	\$ 29,808	\$ 15,192	\$ 0.25
Association Tax Return	\$ 11,000	\$ 0.18	\$ 29,808	\$ (18,808)	\$ (0.32)
Association Legal Expenses	\$ 70,000	\$ 1.17	\$ 59,616	\$ 10,384	\$ 0.17
Bad Debt Expense	\$ 60,000	\$ 1.01	\$ 59,616	\$ 384	\$ 0.01
General and Administrative Utilities	\$ 120,078	\$ 2.01	\$ 59,616	\$ 60,462	\$ 1.01
Fees Payable to the Division	\$ 169,000	\$ 2.83	\$ -	\$ 169,000	\$ 2.83
	\$ 19,872	\$ 0.33	\$ 19,872	\$ -	\$ -
Total Operating Expense	\$ 10,459,819.00	\$ 175.45	\$ 8,246,880.00	\$ 2,212,939	\$ 37.12

OTOW Condo Association, Inc.
DRAFT Operating Budget for Fiscal Year 01,2024-June 30, 2025

	2024-2025	Average Per Unit Per Month	2023-2024	Increase (Decrease)	Increase Average Per Unit Per Month
Capital Expenditures and Deferred Maintenance					
Deferred Maintenance	\$ 25,000	\$ 0.42	\$ 536,544	\$ (511,544)	\$ (8.58)
Roof Replacement	\$ 1,497,000	\$ 25.11	\$ 1,192,320	\$ 304,680	\$ 5.11
Building Painting & Waterproofing	\$ 883,948	\$ 14.83	\$ 775,008	\$ 108,940	\$ 1.83
Elevator Cab replacement	\$ 436,740	\$ 7.33	\$ 238,464	\$ 198,276	\$ 3.33
Paving	\$ 52,000	\$ 0.87	\$ 59,616	\$ (7,616)	\$ (0.13)
Total Capital Expenditures and Deferred Maintenance	\$ 2,894,688	\$ 48.56	\$ 2,801,952	\$ 92,736	\$ 1.56
Total Services and Operating Expenses	\$ 27,133,226	\$ 455.13	\$ 20,408,544	\$ 6,724,682	\$ 112.80
Total Annual Expenses Without Reserves	\$ 27,133,226		\$ 21,124,002	\$ 6,009,224	\$ 100.80
Total Reserves - Unless Waived	\$ 3,958,729		\$ 4,568,310	\$ (609,581)	\$ (10.23)
Total Annual Expenses (With Reserves)	\$ 31,091,955	\$ 66.40	\$ 24,976,854	\$ 6,115,101	\$ 102.57
Balance	\$ -	\$ 521.54			

BOARD OF ADMINISTRATION MEETING MINUTES – APRIL 4, 2024

**MINUTES OF THE
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.
BOARD OF ADMINISTRATION MEETING
APRIL 05, 2024**

A Board of Administration Meeting of the On Top of the World Condominium Association, Inc. (“OTOW Condo” or the “Association”) was held on April 05, 2024 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; ROLL CALL

Kenneth Colen, Chairman, called the meeting to order at 9:00 a.m. Board members in attendance were: Maria Avdelas, Katie Bajas, Kenneth Colen (Chairman), James O’Neil, Stacy Rush, Gail Sanders, and Guy Woolbright (Secretary-Treasurer). Charles McAllister (Vice Chairman) attended via phone. Board Member Nancy Burt was not present.

Also in attendance were Association Counsel, Barrie Buenaventura, Dessa Barabba, General Manager of Parkway Maintenance & Management Pinellas, LLC, Shawn Tobias, Senior Manager, Operations Parkway Maintenance & Management Pinellas, LLC, and Tim Martin, Assistant General Manager of Parkway Maintenance & Management Pinellas, LLC who took the minutes of the meeting.

SECOND ORDER OF BUSINESS

PROOF OF NOTICE

Chairman Colen stated the Board Meeting Agenda was posted on the Association Bulletin Board on March 29, 2024 per the Affidavit of Posting. In addition, the Board of Administration meeting packet was emailed to all Board Members in advance of the meeting.

THIRD ORDER OF BUSINESS

OWNER COMMENTS PER RULE 22

Prior to recognizing the three Association members who 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., Chairman Colen asked Shawn Tobias to explain the purpose of the meeting.

Mr. Tobias explained an addressable fire alarm panel upgrade is now required by code and our fire jurisdiction when any elevator is modernized. An addressable alarm panel means it has a constant connection to a monitoring service. The two contracts being presented today are for the fire alarm panel upgrades for Building 85 and Building 87.

Three Association members (Patricia Lawrence, Russell Jon Ciokiewicz, and Mike Payne) 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 topic.

FOURTH ORDER OF BUSINESS

APPROVE CONTRACTS FOR FIRE SAFETY SYSTEMS, INC. FOR B85 AND B87 FIRE ALARM PANELS MODS

Chairman Colen asked if there were any questions from the Board related to the two contracts. Ms. Avdelas asked how is this an emergency meeting if it was in the budget. Chairman Colen stated it was not an emergency meeting, but there is an urgency to it since the obtained permits have an expiration date and our elevators are scheduled for inspection in July. Chairman Colen also explained we can fund the cost of the two contracts in the budget so no additional money is being requested, this is a contract modification to an already approved contract.

Ms. Avdelas then stated she contacted five different companies that would be willing to bid on this project. Chairman Colen informed Ms. Avdelas that not everybody is qualified to perform the project.

Chairman Colen asked for a motion to approve the two contracts. Ms. Rush raised a Point of Order based on what she considered a conflict of interest for Chairman Colen and Secretary-Treasurer Woolbright to vote on the two contracts. Association Council Buenaventura explained there was no conflict since the contract is between the Association and Fire Safety Systems, Inc.

Ms. Rush then requested names of the owners of Fire Safety Systems, Inc to ensure there were no conflicts of interest with any employees, family, or friends of Fire Safety Systems, Inc. Chairman Colen asked each Board member if they had any interest in Fire Safety Systems, Inc., all members responded they did not.

Chairman Colen again asked for a motion to approve the two addendums. Jim O'Neil made the motion to approve and Guy Woolbright seconded the motion. All Board members voted YES, the motion carried unanimously.

In response to a question from an Association Member earlier, Association Counsel Buenaventura explained the requirements to call a Board Meeting based on Florida Statute 718.

FIFTH ORDER OF BUSINESS

OTHER BUSINESS

Chairman Colen asked if any Board Member had any other business to bring before the Board. Ms. Bajis requested an update on the spa and why the water temperature cannot be raised to 104 degrees Fahrenheit. Mr. Martin explained the control board for the spa was recently replaced and worked for a couple days before going out. Triangle Pools is currently installing another control board. He also explained the industry standard for a spa is between 102-103 degrees Fahrenheit with many residents feeling 104 degrees is too hot.

Ms. Rush commented about the gate attendants being "window dressing" and costing a lot of money at \$10.00 per month/\$120.00 per year for each unit. She recommends getting rid of the "Window Dressing".

Ms. Rush also discussed an incident that occurred at Building 01 recently admitting this is a legal matter preventing much discussion, but she requested Parkway get statements from the four employees who were present when the altercation occurred.

She also stated there are seven (7) sex offenders residing in the Community and proceeded to show flyers of those seven (7) individuals. She ended her comments with “You are not safe in this Community.”

Association Counsel Buenaventura explained there are restrictions on what information can be applied when considering whether an applicant can live in the Community. Ms. Buenaventura stated there have been denials based on the background screenings.

Chairman Colen explained background checks started in 2016 and the Management Company will investigate the individuals Ms. Rush identified. Ms. Avdelas asked if the Board Members are privy to the background checks. Chairman Colen informed her we do not share that information, it is too sensitive.

SIXTH 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 9:35 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
Charles McAllister, Vice Chairman
C. Guy Woolbright, Secy-Treas.
Gail Sanders
James F. O'Neil
Maria Avdelas
Nancy Burt
Stacy Rush
Katie Bajjs

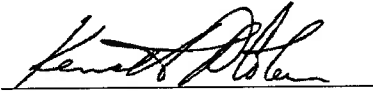
NOTICE OF BOARD OF ADMINISTRATION MEETING

Date/Time: April 5, 2024 - 9:00 AM

Venue: East Activity Center Auditorium
2069 World Parkway Blvd. East
Residents may also join by tuning into Channel 901 or
YouTube: <https://www.youtube.com/watch?v=tsjJrqFekmc>

Board of Administration Agenda

1. Call to order; roll call
2. Proof of notice of meeting
3. Owner Comments per Rule 22
4. Approve Contracts for Fire Safety Systems, Inc. for B85 and B87 Fire Alarm Panels Mods
5. Other Business
6. 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

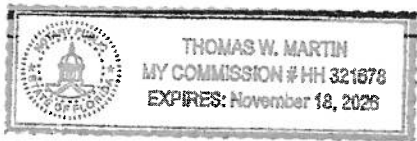
I, David Simms, do hereby swear, that on 3/29, 2024 at 1:30 a.m./p.m. a "Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Friday, April 5, 2024 at 9:00 a.m., was posted on the community bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

[Signature]

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing document was acknowledged before me on this the 29 day of MARCH, 2024 by DAVID SIMMS who:

- is personally known to me, or
- produced [Signature] as identification.



[Signature]
Notary Public
My Commission Expires:



P.O. Box 17371 | Clearwater, FL 33762
EF20001376
Phone 727.523.1843
Fax 727.523.8595

March 20th, 2024

On Top Of The World
Condo Association
C/O Parkway M&M Pinellas, LLC.

RE: On Top of The World Bldg. #85
2223 Philippine Dr./2222 Norwegian Dr.
Clearwater, FL 33763

Elevator Recall System Proposal

I am pleased to provide you with the following proposal for the elevator recall system for the above referenced project. Please review the following information carefully and feel free to contact me with any questions or clarifications regarding this proposal.

SUMMARY OF SCOPE:

The information contained within this proposal represents our intention to provide an elevator recall system at the facilities described by the bid documents listed below. This proposal is based on Fire Safety Systems Inc "FSSI" supplying all required materials, equipment, and labor to provide the following:
Provide and install One (1) new elevator recall system at the existing building.

Survey

The following items were available to us and have been used for this proposal:

<u>Item</u>	<u>Title</u>	<u>Date</u>
Request for Proposal	Fire Panel and Elevator Recall Phase 2	1/26/2024.

PROPOSED SYSTEM COMPONENTS:

Furnish & Install (1) Silent Knight 6808 Addressable Intelligent Fire Alarm Control Panel.
Furnish & Install (2) Backup Batteries.
Furnish & Install (12) Silent Knight-SK Minimons- Mini-Monitor Modules.
Furnish & Install (3) Silent Knight- SK Relay Control Modules.
Furnish & Install (5) 302 Series Vertical Mount 135 Deg. Heat Detectors.
Furnish & Install (1) 120v Surge Arrester.
Furnish & Install (1) Napco Starlink Wireless Communicator.
Plans, Permit, and P.E. seal cost are included in the price below.
Installation, and 100% testing of new devices.

INSTALLATION: The installation shall be done by skilled tradesmen working normal business hours and days. Overtime hours required due to the buyer accelerating the construction schedule will be charged as extra work to the buyer.

LAYOUT OF SYSTEM: Layout of system to be at FSSI discretion according to NFPA standards and local codes.

TERMS AND CONDITIONS

- All work is to be done in strict accordance with applicable NFPA standards and local codes. No work will commence, or equipment ordered until a 35% deposit is received (or purchase order, AIA).

Project: OTOTW
Clearwater Fire Alarm
<http://www.firesafety-inc.com/>



P.O. Box 17371 | Clearwater, FL 33762
EF20001376
Phone 727.523.1843
Fax 727.523.8595

- Monthly progress payments are to be in accordance with Contract Terms and applicable Schedule of Values. Final invoice will be made at completion and is due with net 15 terms.
- Late Payment Charges: A 1.5% monthly service charge will be applied to all past due accounts.
- All materials and equipment included in this proposal are non-refundable and non-returnable.
- FSSI is not responsible for changes made by AHJ or Plans Review.
- If AHJ requires additional hardware, cable, or devices that attach to our system then FSSI shall perform necessary requests and shall submit these changes on a Time & Material basis.
- Client will be notified in writing before this additional work commences.
- AutoCAD Fire Alarm Plans from registered FPE must be provided prior to shop drawings.
- Pricing does not include overtime, or fast track of installation. Installation will be completed in a timely matter; schedule will be discussed with management and FSSI will do its best to adhere to that schedule.
- Conduit Plan provided by FSSI.
- Class B Wiring is by FSSI.

TRAINING, WARRANTY & GUARANTEE: FSSI will furnish all manufacturer's warranties and instructions, as-built drawings, and certificate of final inspection upon completion of work. FSSI will provide a twelve-month guarantee covering defective equipment, materials, and workmanship. The guarantee is to start on the date equipment is placed in service. Once installation is complete a FSSI tech will spend the necessary time with client for proper training. FSSI will provide a Fire Alarm Logbook which will include manuals, drawings, and testing docs. Warranty repairs shall be performed between 8am-4pm, M-FRI, not including holidays. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God.

TAXES & PERMITS: This proposal includes applicable sales taxes as well as the cost of a fire alarm permit.

EXCLUSIONS: Unless specifically noted, the following are not included:

- Any additional work beyond what is stated in the scope of the proposal.
- Removal of any material - that is not trade related - from proposed project' site.
- Fire Sprinkler Systems.
- Fire alarm manufacturers different than proposed.
- **Complete Fire Alarm Systems or repair/upgrades to existing alarm system.**
- **Duct Detectors.**
- **Monitoring.**
- **Systems such as: Voice-Evac systems, Mass Notification Systems, Security/Surveillance, Card/Door Access systems, Nurse Call Systems, (BDA) Bi-Directional Amplification, or Two-Way Radio Communication systems, etc.**
- **Knox box or its plan/permits.**
- **Class A Wiring.**
- **CO2 monitoring Systems.**
- Unforeseen obstructions.
- Lock Box.
- Electrical supply dedicated electrical for FACP, electrical devices, or electrical wiring.
- Patching, redecorating, painting, preparing for painting, cleaning of equipment, priming, painting of equipment, or covering of devices/appliances.
- Kitchen hood or Ansul systems.
- Prevailing wages; Davis Bacon Act; or Buy American Act.
- After hours, night, or weekend work.



P.O. Box 17371 | Clearwater, FL 33762
EF20001376
Phone 727.523.1843
Fax 727.523.8595

- Light, water, electrical service, and toilet facilities during construction.
• Insurance requirements above local code or specifications.
• Bid Bond or Performance/Payment bonds (available upon request, add 2.5%).
• 3D or BIM Coordination – Files can be provided for conversion.

PROPOSAL BASE PRICE \$28,460.00
(TWENTY-EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS)

*** Proposal Options:

- > Please Add \$720.00 for annual wireless monitoring.

NOTE:

- Fire Safety Systems Inc reserves the right to require final contract documents and all necessary CAD disks needed to draw the fire protection system. No costs for these documents or disks have been included in this quotation. Any such costs will be incurred by the General Contractor.
• All provisions of the AIA Document A401-1997 are hereby incorporated by reference to this agreement.
• Owner Duties: As required by 4A.60.006 Florida Fire Prevention Code, NFPA 25 4-1.2 and NFPA 72 7-1.2, it is the Owner's responsibility to properly maintain the Fire Sprinkler and Fire Alarm System(s). To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Subcontractor, his agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from all losses caused or contributed to by the Owner's failure to properly Test, Inspect, and maintain all fire protection system(s) in accordance with NFPA 25 and NFPA 72.
• Pricing on this quotation is valid for a period of thirty (30) days from the time the quotation is accepted. Materials purchased for the project after the (30) day period has expired are subject to price adjustments that reflect increases in the current cost of such materials. Such material price adjustments will increase the contract sum and be processed by means of a contract change order. This proposal may be withdrawn by Fire Safety Inc if not accepted within thirty (30) days, or if a contract agreeable to both parties cannot be negotiated.

Best regards,

Matthew Mousa

Proposal Accepted

Sign & Print Name

Title

Date



P.O. Box 17371 | Clearwater, FL 33762
EF20001376
Phone 727.523.1843
Fax 727.523.8595

March 20th, 2024

On Top Of The World
Condo Association
C/O Parkway M&M Pinellas, LLC.

RE: On Top of The World Bldg. #87
2287 Philippine Dr./2286 Norwegian Dr.
Clearwater, FL 33763

Elevator Recall System Proposal

I am pleased to provide you with the following proposal for the elevator recall system for the above referenced project. Please review the following information carefully and feel free to contact me with any questions or clarifications regarding this proposal.

SUMMARY OF SCOPE:

The information contained within this proposal represents our intention to provide an elevator recall system at the facilities described by the bid documents listed below. This proposal is based on Fire Safety Systems Inc "FSSI" supplying all required materials, equipment, and labor to provide the following:
Provide and install One (1) new elevator recall system at the existing building.

Survey

The following items were available to us and have been used for this proposal:

<u>Item</u>	<u>Title</u>	<u>Date</u>
Request for Proposal	Fire Panel and Elevator Recall Phase 2	1/26/2024.

PROPOSED SYSTEM COMPONENTS:

Furnish & Install (1) Silent Knight 6808 Addressable Intelligent Fire Alarm Control Panel.
Furnish & Install (2) Backup Batteries.
Furnish & Install (12) Silent Knight-SK Minimons- Mini-Monitor Modules.
Furnish & Install (3) Silent Knight- SK Relay Control Modules.
Furnish & Install (5) 302 Series Vertical Mount 135 Deg. Heat Detectors.
Furnish & Install (1) 120v Surge Arrester.
Furnish & Install (1) Napco Starlink Wireless Communicator.
Plans, Permit, and P.E. seal cost are included in the price below.
Installation, and 100% testing of new devices.

INSTALLATION: The installation shall be done by skilled tradesmen working normal business hours and days. Overtime hours required due to the buyer accelerating the construction schedule will be charged as extra work to the buyer.

LAYOUT OF SYSTEM: Layout of system to be at FSSI discretion according to NFPA standards and local codes.

TERMS AND CONDITIONS

- All work is to be done in strict accordance with applicable NFPA standards and local codes. No work will commence, or equipment ordered until a 35% deposit is received (or purchase order, AIA).

Project: OTOTW
Clearwater Fire Alarm
<http://www.firesafety-inc.com/>



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EF20001376
Phone 727.523.1843
Fax 727.523.8595

- Monthly progress payments are to be in accordance with Contract Terms and applicable Schedule of Values. Final invoice will be made at completion and is due with net 15 terms.
- Late Payment Charges: A 1.5% monthly service charge will be applied to all past due accounts.
- All materials and equipment included in this proposal are non-refundable and non-returnable.
- FSSI is not responsible for changes made by AHJ or Plans Review.
- If AHJ requires additional hardware, cable, or devices that attach to our system then FSSI shall perform necessary requests and shall submit these changes on a Time & Material basis.
- Client will be notified in writing before this additional work commences.
- AutoCAD Fire Alarm Plans from registered FPE must be provided prior to shop drawings.
- Pricing does not include overtime, or fast track of installation. Installation will be completed in a timely matter; schedule will be discussed with management and FSSI will do its best to adhere to that schedule.
- Conduit Plan provided by FSSI.
- Class B Wiring is by FSSI.

TRAINING, WARRANTY & GUARANTEE: FSSI will furnish all manufacturer's warranties and instructions, as-built drawings, and certificate of final inspection upon completion of work. FSSI will provide a twelve-month guarantee covering defective equipment, materials, and workmanship. The guarantee is to start on the date equipment is placed in service. Once installation is complete a FSSI tech will spend the necessary time with client for proper training. FSSI will provide a Fire Alarm Logbook which will include manuals, drawings, and testing docs. Warranty repairs shall be performed between 8am-4pm, M-FRI, not including holidays. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God.

TAXES & PERMITS: This proposal includes applicable sales taxes as well as the cost of a fire alarm permit.

EXCLUSIONS: Unless specifically noted, the following are not included:

- Any additional work beyond what is stated in the scope of the proposal.
- Removal of any material - that is not trade related - from proposed project' site.
- Fire Sprinkler Systems.
- Fire alarm manufacturers different than proposed.
- **Complete Fire Alarm Systems or repair/upgrades to existing alarm system.**
- **Duct Detectors.**
- **Monitoring.**
- **Systems such as: Voice-Evac systems, Mass Notification Systems, Security/Surveillance, Card/Door Access systems, Nurse Call Systems, (BDA) Bi-Directional Amplification, or Two-Way Radio Communication systems, etc.**
- **Knox box or its plan/permits.**
- **Class A Wiring.**
- **CO2 monitoring Systems.**
- Unforeseen obstructions.
- Lock Box.
- Electrical supply dedicated electrical for FACP, electrical devices, or electrical wiring.
- Patching, redecorating, painting, preparing for painting, cleaning of equipment, priming, painting of equipment, or covering of devices/appliances.
- Kitchen hood or Ansul systems.
- Prevailing wages; Davis Bacon Act; or Buy American Act.
- After hours, night, or weekend work.



P.O. Box 17371 | Clearwater, FL 33762
EF20001376
Phone 727.523.1843
Fax 727.523.8595

- Light, water, electrical service, and toilet facilities during construction.
• Insurance requirements above local code or specifications.
• Bid Bond or Performance/Payment bonds (available upon request, add 2.5%).
• 3D or BIM Coordination – Files can be provided for conversion.

PROPOSAL BASE PRICE\$28,460.00
(TWENTY-EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS)

*** Proposal Options:

- > Please Add \$720.00 for annual wireless monitoring.

NOTE:

- Fire Safety Systems Inc reserves the right to require final contract documents and all necessary CAD disks needed to draw the fire protection system. No costs for these documents or disks have been included in this quotation. Any such costs will be incurred by the General Contractor.
• All provisions of the AIA Document A401-1997 are hereby incorporated by reference to this agreement.
• Owner Duties: As required by 4A.60.006 Florida Fire Prevention Code, NFPA 25 4-1.2 and NFPA 72 7-1.2, it is the Owner's responsibility to properly maintain the Fire Sprinkler and Fire Alarm System(s). To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Subcontractor, his agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from all losses caused or contributed to by the Owner's failure to properly Test, Inspect, and maintain all fire protection system(s) in accordance with NFPA 25 and NFPA 72.
• Pricing on this quotation is valid for a period of thirty (30) days from the time the quotation is accepted. Materials purchased for the project after the (30) day period has expired are subject to price adjustments that reflect increases in the current cost of such materials. Such material price adjustments will increase the contract sum and be processed by means of a contract change order. This proposal may be withdrawn by Fire Safety Inc if not accepted within thirty (30) days, or if a contract agreeable to both parties cannot be negotiated.

Best regards,

Matthew Mousa

Proposal Accepted

Sign & Print Name

Title

Date

Agenda Item 5 – Association Counsel Report on Enforcement Options

At the February 20, 2024 Board Meeting, the Board requested Association Counsel review enforcement options and present such options at a future Board meeting.

Agenda Item 6 – Resolution 2024-03 – consider implementing the Association’s statutory powers to suspend rights

SHORT TITLE – Resolution 2024-03:

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

There are 6 accounts to consider in accordance with Exhibit A to Resolution 2024-03

RESOLUTION 2024-03

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 APRIL, 2024.

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 2024-03

Bldg./Unit Numbers		In Legal?
02	36	NO
36	41	NO
53	19	YES
58	48	NO
74	37	YES
83	21	NO

Total = 6 Accounts

Agenda Item 7 – Ratify All-Phase Paving & Sealing contract for seal coating/restriping, earmarked for this budget year, for B18, B31, B37, B40, B43, B49, B53, B71, B83, B86

In the 2023-2024 Association budget \$30,000 was earmarked for this year's asphalt maintenance work for the buildings mentioned above. The Management Company sent a request for proposal to 5 vendors and only 3 responded with proposals in the amounts that follows:

- a. All-Phase Paving & Sealing #9841 - \$25,340.00
- b. Suncoast Paving, Inc. - \$24,529.60
- c. Rose Paving - \$36,227.11

As this was a budgeted expense, the Management Company chose All-Phase Paving & Sealing to do the work as their proposal was completely in line with the requirements of the RFP. The Management Company prepared a contract and Vice Chairman McAllister signed the All-Phase Paving & Sealing contract in the amount of \$25,340.00. This is in accordance with the January 4, 2024 motion to approve entering into contracts and allowing the Chairman or the Vice Chairman to sign such contracts, provided they are within the Association's budgeted funds, this contract is now before the Board for ratification.



CONTRACT / AGREEMENT

THIS AGREEMENT is entered into this **19th day of March 2024**, by and between the On Top Of the World Condominium Association, (“Owner”) and **All Phase Paving & Sealing**, a Florida corporation (“Contractor”).

WHEREAS:

- A. The On Top Of the World Condominium Association desires to **Asphalt Sealcoating Services** as further described in **Exhibit A -Quote 9841**, General Information and Conformance Requirements (the “Services”).
- B. Contractor presented The On Top Of the World Condominium Association a bid of **\$25,340.00** 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 The On Top Of the World Condominium Association .

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 The On Top Of the World Condominium Association. 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 *or about April 15, 2024*, and shall continue to *completion of project, no later than May 13th, 2024*. By mutual agreement and without change in pricing, this Agreement may be extended an additional year, if applicable.

4. **Indemnity.** Contractor shall indemnify, hold harmless and defend The On Top Of the World Condominium Association , On Top of the World Condominium Association, Inc., On Top of the World Communities, Inc., and all related entities' and also their agents, servants, employees, officers, directors, stockholders, partners, and limited partners from and against all manner of claims, cause or causes of action, losses, damages, liability or liabilities or responsibility including litigation costs and expenses through appellate proceedings resulting from all acts and actions of Contractor or any of Contractor's sub-contractors or sub-sub contractors that arise from or that are or may be contemplated by this Agreement including but not limited to loss or damage arising from personal injury to any person who may be injured or damaged by actions of the Contractor or its sub-contractors or sub-sub contractors..

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 The On Top Of the World Condominium Association 's Community Services Manager 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 one (1) years 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 four (4) 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 One (1) year.

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: **On Top Of the World Condominium Association**
C/O: Parkway Maintenance & Management Pinellas LLC
Shawn Tobias, Senior Manager - Operations
2069 World Parkway Boulevard
Clearwater, Fl. 33763

If to: **All Phase Paving & Sealing**
Tom Lacina, Principal
11700 Walsingham Road
Largo, FL. 33778

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.

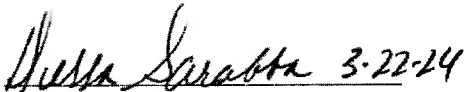
19. **No Construction Against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.

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.

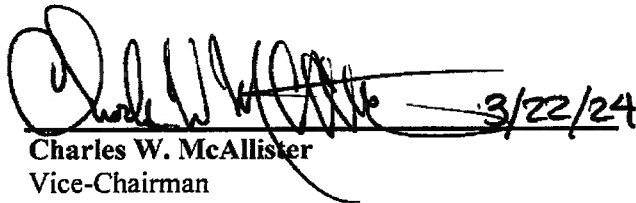
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

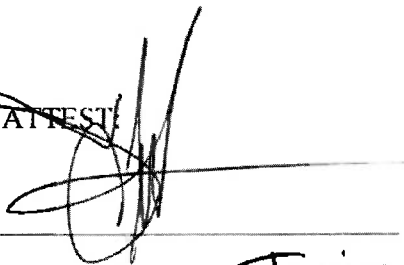
 3-22-24

Print: DESCA BARASSA

The On Top Of the World Condominium Association

 3/22/24
Charles W. McAllister
Vice-Chairman

ATTEST



Print: SHAWN TOBIAS

All Phase Paving & Sealing



Tom Lacina
Principal

Exhibit A



11700 WALSHINGHAM ROAD • LARGO, FLORIDA 33778



Proposal

Pinellas: (727) 397-6797 Hillsborough: (813) 889-9200 Pasco: (727) 645-6698 Fax: (727) 397-6953
Email: info@All-PhasePaving.com Website: www.allphasepavingsealing.com

Proposal #: 9841

03/01/2024

BID ID: Pave2324

Shawn Tobias, Senior Manager, Operations
Parkway Maintenance and Management Pinellas, LLC

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

727-799-3270

shawn_tobias@otowfl.com

WORK TO BE DONE

SEALCOAT: Remove all sand and debris from asphalt pavement to be seal coated using power blowers to ensure proper bonding of seal coat. NOTE: Areas of extreme oil saturation, bonding cannot be guaranteed.

Apply TWO separate spray coats of Federal Specifications coal tar emulsion to existing asphalt pavement. "GEM SEAL" will be applied using a minimum of 5% latex additive and 4-6 pounds of sand gallon. The first coat will be applied and allowed to thoroughly dry before the application of the second coat. Application of sealer around curbs, wheel stops, and other obstacles will be by hand to provide a neat finished appearance. An extra heavy coat will be applied to all entrances, exits and turning radii. ALL MATERIALS WILL BE APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATION.

PAINT PAVEMENT MARKINGS: Restripe pavement markings as presently exists. Paint used will be the best Federal Specifications 100% acrylic latex traffic & zone marking paint available. Applied with our commercial line marking machine which provides a better paint flow rate & guarantees longer lasting job.

- Project A: 13,700 sf = \$2,460.00 - 818 North parking area
- Project B: 12,280 sf = \$2,210.00 - 831 North parking area
- Project C: 13,490 sf = \$2,410.00 - 837 North parking area
- Project D: 13,100 sf = \$2,360.00 - 840 South parking area
- Project E: 14,600 sf = \$2,620.00 - 843 South parking area
- Project F: 15,380 sf = \$2,760.00 - 849 North parking area
- Project G: 13,700 sf = \$2,460.00 - 853 South parking area
- Project H: 15,150 sf = \$2,720.00 - 871 South parking area
- Project I: 15,420 sf = \$2,770.00 - 883 North parking area
- Project N: 14,300 sf = \$2,570.00 - 886 North parking area

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: _____

Job Total: \$25,340.00
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

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.
- 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.
- 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.

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

All-Phase

PAVING & SEALING

11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778

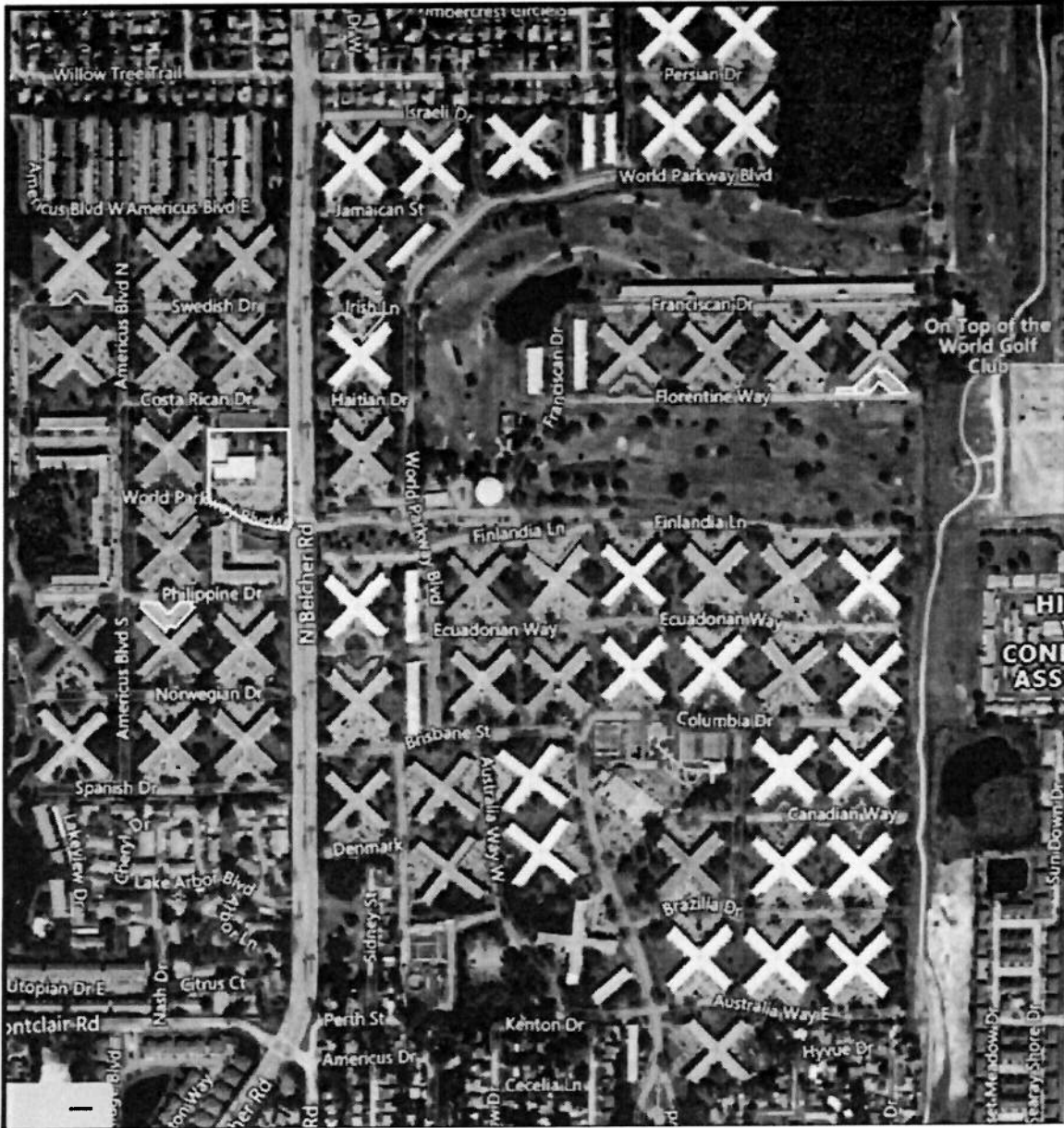


Exhibit B

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2024

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 Brown & Brown of Florida, Inc. 83 Park Place Blvd, Suite 101 Clearwater FL 33759	CONTACT NAME: Stephen Wilt	PHONE (A/C, No, Ext): (727) 461-6044	FAX (A/C, No): (727) 442-7695
	E-MAIL ADDRESS: Stephen.Wilt@bbrown.com		
INSURED T&K Lacina Enterprises, Inc. dba All Phase Paving & Sealing 11700 Walsingham Rd. Largo FL 33778	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Kinsale Insurance Company		38920
	INSURER B: National Indemnity Company of the South		42137
	INSURER C: Gotham Insurance Company		25569
	INSURER D: Technology Insurance Company, Inc.		42376
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL238751234 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		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	0100252883-0	08/05/2023	08/05/2024	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> PIP 10,000			74APS113209	08/05/2023	08/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EX202300003875	08/05/2023	08/05/2024	EACH OCCURRENCE \$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 1,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	TWC4290935	08/05/2023	08/05/2024	<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)


On Top Of the World Condominium Association, Inc., SCA Amenities Pinellas, LLC., / SCA Utilities Pinellas, LLC., Parkway Maintenance & Management Pinellas, LLC., its officers, directors, and employees are named as additional insureds with respect to General Liability if required by written contract.

The General Liability policy contains endorsement CG 20 10 12 19.

A Waiver of Subrogation applies in Favor of On Top of the World Condominium Association with respect to General Liability and Worker's Compensation if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

On Top of the World Condominium Association 2069 World Parkway Blvd. Clearwater FL 33763	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 
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AGENCY CUSTOMER ID: 00216518

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED T&K Lacina Enterprises, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

A 30 day Notice of Cancellation applies except 10 days for Non-payment of premium.

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):

- SCA Amenities Pinellas, LLC
- OTOW Condominium Association, Inc.
- SCA Utilities, Pinellas, LLC
- Parkway Maintenance & Management Pinellas, LLC

Contact: Tom Lacina.

Company Name: All Phase Paving + Sealing.

Address: 11700 Walsingham Road.

City: Largo. State: FL. Zip: 33778.

Phone: 727 397 6797 Fax: _____

Email: info@all-phasepaving.com.

Tax ID: 59-3525568.

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

ALNT 03/19v

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of the Company's 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 Business Ethics Expectation document.

Company Name: All Phase Paving + Sealing.

Representative Name Please Print: Kaili Henderson.

Representative Signature: 

Date: 03/19/2024.

Sign and return to Accounting



CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

REG9702640

2023-2024 BUSINESS REGISTRATION

THIS REGISTRATION MUST BE IN YOUR POSSESSION WHEN WORKING IN CLEARWATER.

Owner Name/Address
THOMAS R LACINA
ALL PHASE PAVING AND SEALING
11700 WALSINGHAM RD
LARGO, FL 33778-2414

Business Name
ALL PHASE PAVING AND SEALING
REGISTRATION

Category	Quantity
038440 Contractor: Paving	1 REGISTRATION - PINELLAS CO / PCCLB C-9242
038190 Contractor: Flat work masonry specialty	1 REGISTRATION - PCCLB C-9246

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE		
2023-2024	October 1, 2023	September 30, 2024	September 29, 2023		
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Registration Fee		695619		28.00	28.00

TOTAL RECEIVED 28.00

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.


ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW0ccLicRenewAdv

Web Payment

 PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD
THIS CERTIFIES THAT **Thomas R Lacina**
DBA All-Phase Paving & Sealing


HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTY-WIDE CERTIFICATE OF COMPETENCY NO.
C-9242

AND IS DULY CERTIFIED AS A(N)
Paving Specialty Contractor
IN GOOD STANDING UNTIL **June 30, 2024**
DATE OF ISSUANCE **09/05/2023**

* Please cut out license along lines

C-9242

*Lacina, Thomas R
9590 125th Street
Seminole, FL 33772*

 PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD
THIS CERTIFIES THAT **Thomas R Lacina**
DBA All-Phase Paving & Sealing

HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTY-WIDE CERTIFICATE OF COMPETENCY NO.
C-9246

AND IS DULY CERTIFIED AS A(N)
Flatwork Masonry Spec Contr
IN GOOD STANDING UNTIL **June 30, 2024**
DATE OF ISSUANCE **09/05/2023**

* Please cut out license along lines

C-9246

*Lacina, Thomas R
9590 125th Street
Seminole, FL 33772*



OSHA COMPLIANCE OF SUBCONTRACTORS & VENDORS

To All Subcontractors and Vendors:

The Company 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, appearing to be "KAR", written over a horizontal line.



All-Phase
PAVING & SEALING
11700 WALSINGHAM ROAD • LARGO, FLORIDA 33778

Pinellas 727-397-6797
Pasco 727-645-6698
Hillsborough 813-889-9200

info@all-phasepaving.com

Safety Training

Driver is responsible to check safety of vehicles before leaving the yard

- Trailer latch down
- Chains secure to back of truck
- Lights hooked up
- Secure loose tools, etc
- Strap down blowers
- Secure gas cans
 - Ensure proper nozzle attached

Seatbelts are required to be fastened while driving/riding in company vehicles

Please sign below to acknowledge you received the training and understand your responsibility.

Print name

Signature

Date

12/2022

Protecting Yourself from Heat Stress

Heat stress, from exertion or hot environments, places workers at risk for illnesses such as heat stroke, heat exhaustion, or heat cramps.

Heat Stroke

A condition that occurs when the body becomes unable to control its temperature, and can cause death or permanent disability.

Symptoms

- High body temperature
- Confusion
- Loss of coordination
- Hot, dry skin or profuse sweating
- Throbbing headache
- Seizures, coma

First Aid

- Request immediate medical assistance.
- Move the worker to a cool, shaded area.
- Remove excess clothing and apply cool water to their body.

Heat Exhaustion

The body's response to an excessive loss of water and salt, usually through sweating.

Symptoms

- Rapid heart beat
- Heavy sweating
- Extreme weakness or fatigue
- Dizziness
- Nausea, vomiting
- Irritability
- Fast, shallow breathing
- Slightly elevated body temperature

First Aid

- Rest in a cool area.
- Drink plenty of water or other cool beverages.
- Take a cool shower, bath, or sponge bath.

Heat Cramps

Affect workers who sweat a lot during strenuous activity. Sweating depletes the body's salt and moisture levels.

Symptoms

- Muscle cramps, pain, or spasms in the abdomen, arms or legs

First Aid

- Stop all activity, and sit in a cool place.
- Drink clear juice or a sports beverage, or drink water with food.
 - Avoid salt tablets.
- Do not return to strenuous work for a few hours after the cramps subside.
- Seek medical attention if you have the following: heart problems, are on a low-sodium diet, or if the cramps do not subside within one hour.

Protect Yourself

Avoid heavy exertion, extreme heat, sun exposure, and high humidity when possible. When these cannot be avoided, take the following preventative steps:

- Monitor your physical condition and that of your coworkers for signs or symptoms of heat illnesses.
- Wear light-colored, loose-fitting, breathable clothing such as cotton.
 - Avoid non-breathable synthetic clothing.
- Gradually build up to heavy work.
- Schedule heavy work during the coolest parts of day.
- Take more breaks when doing heavier work, and in high heat and humidity.
 - Take breaks in the shade or a cool area.
- Drink water frequently. Drink enough water that you never become thirsty.
- Be aware that protective clothing or personal protective equipment may increase the risk of heat-related illnesses.

Please sign below to acknowledge receipt and understanding of this health and safety information.

Employee name (print)

Signature

Date

Exhibit C

Business Ethics Policy

ON FILE

Agenda Item 8 – Consider approving proposal for double yellow line thermo-striping throughout community’s main roads:

The Management Company, as mentioned in Agenda Item 7, had solicited 5 vendors for this year’s asphalt maintenance work. The Management Company also requested each vendor bidding the work to provide a bid for double yellow line thermo-striping throughout the community’s main roads. Although this work is not earmarked for the 2023-2024 budget year, there have been savings in other segments of the budget in which to accomplish this work if the Association Board decides to do so. This work includes:

Applying thermoplastic/double yellow roadway striping to:

- World Parkway Blvd. beginning at building 1/building 3 and terminating at the intersection of World Parkway Blvd. and Finlandia Lane.
- World Parkway Blvd. from Grecian Way at building 36 and terminating at the cul-de-sac adjacent to building 54.
- Netherlands Dr. from intersection of Work Parkway Blvd. and terminating at the cul-de-sac adjacent to building 61. Stop bars at both ends of Netherlands Blvd.
- Intersection of Americus Dr. North, adjacent to buildings 71 and 72, to the intersection of Americus Dr. and Spanish Dr. Stop bars at both ends of Americus Dr.

Out of the 5 vendors originally solicited, the following 2 vendors responded with proposals for this work (proposals attached):

1. All-Phase Paving & Sealing #9842 - \$24,600.00 (proposal good to 6/1/24)
2. Suncoast Paving, Inc. - \$25,763.00 (bid projected for April/May 2024)

①

Proposal



Pinellas: (727) 397-6797 Hillsborough: (813) 889-9200 Pasco: (727) 645-6698 Fax: (727) 397-6953
 Email: info@All-PhasePaving.com Website: www.allphasepavingsealing.com

Proposal #: 9842

03/01/2024

BID ID: Pave2324

Shawn Tobias, Senior Manager, Operations
 Parkway Maintenance and Management Pinellas, LLC
 727-799-3270
 shawn_tobias@otowfl.com

On Top of The World Condominium Association Inc
 2069 World Parkway Blvd
 Clearwater, FL 33763

WORK TO BE DONE

Project X1: \$6,325.00 - application of thermoplastic/double yellow roadway striping on World Parkway Boulevard beginning at building 1/building 3 and terminating at the intersection of World Parkway Boulevard and Finlandia Lane - just prior to the 3 way intersection.

Project X2: \$7,375.00 - application of thermoplastic/double yellow roadway striping on World Parkway Boulevard from Grecian Way at building 36 and terminating at the cul-de-sac adjacent to building 54.

Project X3: \$4,350.00 - application of thermoplastic/double yellow roadway striping on Netherlands Drive from the intersection of World Parkway Boulevard and terminating at the cul-de-sac adjacent to building 61. Stop bars at both ends of Netherlands Boulevard.

Project X4: \$6,550.00 - application of thermoplastic/double yellow roadway striping on Americus Drive, from the intersection of Americus Drive North, adjacent to buildings 71 & 72, to the intersection of Americus Drive and Spanish Drive. Stop bars at both ends of Americus Drive.

**** Price on this proposal is good until Jun 1, 2024 ****

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: _____

Job Total: \$24,600.00
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

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

All-Phase PAVING & SEALING

11700 WALSHINGHAM 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.
- 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.
- 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.

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

TERMS: Net Cash, 10 days from the date of invoice. In the event work requires more than 30 days to complete, we will invoice at the end of the month for all work performed in that month and will be entitled to receive payment of said invoice within 10 days from the date of invoice. Customer agrees to pay all costs of collection including court costs and reasonable attorney fees in state, federal, bankruptcy, and appellate courts. Claims, disputes and other matters in question arising out of or related to this project, are properly subject of venue in Pinellas County and the parties hereby waive other venue. A finance charge of 1 1/2% per month (18% per year) will be charged on all past due accounts.

Conditions: It is understood that the quantities stated are approximate only and that the final payment will be based upon field measurement of work performed. Unless otherwise specified the thickness quoted is average thickness within D.O.T. tolerance. Overrun caused by improper line and grade is to be paid for by customer. This quotation is void if our inspection reveals that base preparation is not in accordance with standard good practice.

Responsibility: Responsibility for positive drainage cannot be accepted when surfacing or overlaying is placed upon existing base with inadequate slope or grade. Not responsible for underground utilities or installations unless shown on plans or notified in writing. Cost of engineering, testing, inspection and approvals not included unless specified above.

Acceptance: Please indicate your acceptance below and return the original to us, retaining one copy for your file. All quotations are subject to approval by our credit department before becoming contracts.

Liens: It is understood that the work contemplated and the resulting improvements will, when completed, constitute a lien against the property (and in the event improvements are dedicated to public use or otherwise alienated by the owner, then SUNCOAST PAVING, INC. is entitled to a lien on all property abutting said improvement).

General Terms: This agreement will be governed and construed in accordance with the laws of the State of Florida.

AGREEMENT AND PERSONAL GUARANTEE: In consideration for any extension of credit by SUNCOAST PAVING, INC., to the company named above, the Company and each person signing below agree as follows:

- 1 To pay all sums owed when due.
- 2 To be jointly and severally liable with any other signer of this application for all sums owed by the Company. Any action on the part of one signer or notification to one signer shall be imputed to any other signer and the Company.
- 3 That venue for all legal for all action will be Pinellas County, Florida.
- 4 To pay all costs of collection including court costs and reasonable attorney fees in state, federal, bankruptcy and appellate courts.
- 5 To pay interest on past due accounts at the rate of 1 1/2% per month (18% annum).
- 6 This agreement shall be governed and construed in accordance with the laws of the State of Florida.

(date)

(signed) Corporate Officer

(print)

Agenda Item 9 – Other Business

Agenda Item 10 - Adjournment