

NOB HILL BUSINESS CENTER
CONDOMINIUM ASSOCIATION, INC.

REGULAR MEETING

Thursday, June 20, 2024, 10:30 a.m.

GMS Conference Room

5385 N. Nob Hill Road

Sunrise, Florida 33351

& VIA ZOOM MEETING:

Join Zoom Meeting <https://zoom.us/join>

Meeting ID: 826 4915 8100 Passcode: c5kVA9

AGENDA

1. ROLL CALL

2. APPROVAL OF MINUTES OF THE MARCH 7, 2024 MEETING

- A. Two new board members were appointed
- B. Five board members were elected to new board positions
- C. Paint color proxy not approved
- D. Reserved parking proxy not approved

3. APPROVAL OF THE FINANCIAL YTD REPORT OF MAY, 2024

4. ASSOCIATION & FIELD MANAGEMENT STATUS REPORT

A. COMPLETED:

- 1. City of Sunrise Code Violation – Pressure Cleaning of Sidewalks
- 2. City of Sunrise Code Violation – Parking Lot Striping
- 3. Irrigation Remediation
- 4. Tree Removal
- 5. Walking Lighting
- 6. ACH Assessment Payments Now Available

NOB HILL BUSINESS CENTER
CONDOMINIUM ASSOCIATION, INC.

7. Property Insurance Policy Renewed at favorable premium rates
(\$33K+ annualized savings between May 2024 and May 2025)

B. IN-PROGRESS:

1. City of Sunrise 40-Year Building Permit – Resubmit for Final Approval Tree Replacement
2. Tree Replacement
3. Tree Trimming – Scheduled for June
4. Stucco Repair
5. Roofing Leak Status and Recommended Next Steps
 1. A1 Durand
 2. Storm Shield
 3. Chase Roofing
 4. A1 Durand Payment Continues To Be Held In Reserve

5. UNFINISHED BUSINESS

A. CONSIDERATION OF APPROVAL OF SELECTING BUILDING PAINT SCHEMES TO ALLOW LIMITED PROXIES TO BE CREATED AND THE MEMBERSHIP TO VOTE ON

1. Options 1 – 5 Paint Samples Distributed on April 8 and April 9, 2024_
2. DECISION of the Board Of Determine Which Color Option(s) To Be Sent To The Membership In A New Limited Proxy

B. CONSIDERATION OF APPROVAL ON THE DISCUSSION OF STUCCO REPAIR AND BUILDING PAINTING PROPOSALS

1. Discuss Proposals:
 1. Top of the Ladder Painting
 2. MTD Painting
 3. Premium Painters
 4. Millennium Painting

NOB HILL BUSINESS CENTER
CONDOMINIUM ASSOCIATION, INC.

2. DECISION of the Board of which proposal to approve.

C. CONSIDERATION OF APPROVAL DISCUSSION OF ADA COMPLIANCE
PROJECT PROPOSALS

1. Discuss Proposals:
 1. 3-D Paving
 2. Atlantic Southern Paving and Sealcoating
 3. Florida Blacktop Inc

2. DECISION of the Board of which proposal to approve.

D. CONSIDERATION OF APPROVAL OF PARKING RULES POLICY

1. The need for a formalized parking policy was discussed at length during the December 2023 and March 2024 meetings.
2. Draft policy exchanged most recently on May 6, 2024
3. Member complaints about parking practices have been received.
4. DECISION of the Board if their parking policies are now ready to approve.

6. NEW BUSINESS

A. CONSIDERATION OF APPROVAL FOR INSTALLATION OF ADA HANDICAP
SIGNS WITH G-FORCE

1. G Force completed the parking lot striping and modified the stalls in accordance with the approved City plans that correlate to the ADA Parking Lot Compliance project.
2. Due to prior modifications, the new modifications now have $\frac{3}{4}$ of the Handicap sign posts and wheel stops out of position.
3. G Force will install the Handicap signposts in the correct positions according to the ADA Parking Lot Compliance plans which will also reduce the scope of work for that project.

B. RATIFICATION OF APPROVAL OF \$500 INCREASE IN TREE INSTALLATION
PROJECT

NOB HILL BUSINESS CENTER
CONDOMINIUM ASSOCIATION, INC.

1. The increase is due to material costs increasing between the original proposal approval and the revised installation date of June 10, 2024

C. CONSIDERATION OF APPROVAL FOR THE TRANSFER OF THE
PROFESSIONAL MANAGEMENT SERVICES AGREEMENT

1. From the existing:
 1. COMMUNITY ASSOCIATION AND LIFESYTLE MANAGEMENT, LLC (“ CALM ”) ORGANIZATION
 2. Organization based primarily in Orlando, Florida
2. To the proposed:
 1. COMMUNITY ASSOCIATION AND LIFESYTLE MANAGEMENT II, LLC (“ CALM II ”) ORGANIZATION
 2. Organization based in South Florida
3. The Scope of Services remains unchanged.
4. The Fee Schedule remains unchanged.
5. DECISION of the Board to transfer the Management Agreement from CALM to CALM II

7. ADJOURNMENT

- A. The Next Scheduled Board Meeting is scheduled for September 12th, 2024, at 2 PM
- B. The Last Scheduled Board Meeting of 2024 is scheduled for December 5th, 2024 at 2 PM

Nob Hill Business Center Condo Association

***June 20th, 2024 10:30 AM ET
Meeting Agenda Packet***

March 7th, 2024 Meeting Minutes

Agenda Topic

#2:

- ***Meeting Minutes From The March 7th, 2024 Board Meeting***

MINUTES OF MEETING NOB HILL BUSINESS CENTER CONDO ASSOCIATION

A meeting of the Officers of the Nob Hill Business Center Condo Association was held on Thursday, March 7, 2024 at 2:00 PM via Zoom Teleconference.

Present and constituting a quorum were:

Timothy Smith	Chairman (State Contracting & Engineering Corp.)
Roger Krah	Vice Chairman (American Top Team of Sunrise)
Darrin Mossing	Treasurer (GMS-SF, LLC) Via Zoom

Also, present were:

Patrick Burgess	GMS-SF, LLC
Keith Nelson	GMS-SF, LLC
Kimberly Donato	Unit 5359-5361
Roberto Amortegui	Unit 5363
Jane Storms	Unit 5375-5381
John Pulice	Unit 5375-5381
Craig Downie	Unit 5375-5381
Horatio Tulloch	Unit 5349-5355
Mohammad Arif	Unit 5365
Thomas Pullattu	Unit 5367-5369
Estro Vitantonio	Unit 5387

(Minutes are summarized)

FIRST ORDER OF BUSINESS

Introduction and Quorum

The board established a quorum was present through member introductions and proxy confirmations. Chairman Tim Smith led roll call and certification that more than two-thirds of voting members were in attendance or had submitted proxies, allowing the meeting's business to commence.

SECOND ORDER OF BUSINESS

**Approval of February 15th, 2024,
Meeting Minutes**

Mr. Mossing moved to approve the minutes of the February 15, 2024 meeting.

On MOTION by Mr. Mossing seconded by Mr. Smith, with all in favor, the Minutes of the February 15, 2024, Meeting were approved.

THIRD ORDER OF BUSINESS

**Discussion of Declaration
Amendments to Assign
Reserved Parking**

Lengthy debate arose around assigning reserved parking spaces, with 52% approval falling short of the required two-thirds majority. The board gave direction to table the assignment and revisit it later with improved communication.

FOURTH ORDER OF BUSINESS

**Discussion of Declaration
Amendments for Material
Alteration of Building Paint
Colors**

Material Alteration vote passed with 69% approval, exceeding the two-thirds threshold, but the board gave direction to delay selection. Seeking full member participation, they will solicit additional choices and hold another vote after re-engaging all owners.

FIFTH ORDER OF BUSINESS

Approval of Financial Reports

Mr. Nelson presented the Financial Reports as of February 29, 2024

On MOTION by Mr. Smith seconded by Mr. Mossing, with all in favor, the Financial Reports were approved.

SIXTH ORDER OF BUSINESS

Field Management Report

Mr. Burgess provided updates on the City of Sunrise Code Violations and the status of the 40 Year Building Inspection violation. Mr. Burgess shared that the Association has been complying with the City and he is working on all appropriate repairs as needed.

Mr. Burgess provided an update on the recently completed tree removals and informed the Board that he is working with the City of Sunrise on determining what trees will need to be planted in place of the prior trees. He also touched on the irrigation repair topic and let the Board know that the irrigation needs to be operating fully in order for the City of Sunrise to approve closure of the permit.

Mr. Burgess provided his report on the Building Stucco Repair and Painting proposals to the Board. Mr. Burgess mentioned the pricing for each vendor in the agenda package and his comments and concerns for each vendor. The Board discussed the proposals and decided to revisit these proposals with additional information provided at a future meeting.

Mr. Burgess stated that he has a proposal for annual tree trimming of \$4,500. Tim Smith made the motion to approve the annual tree trimming.

On MOTION by Mr. Smith seconded by Mr. Mossing, with all in favor, the amount of \$4,500 for annual tree trimming was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Payments Held In Reserve to A1 Duran

Mr. Smith stated that we are holding money on them and that he does not understand why they do not come out and do the requested repairs. Mr. Nelson gave a brief summary of the last discussion on this topic. Management has been communicating with Association Counsel about sending a demand letter. Association Counsel also mentioned a formal process of litigating against A1 Duran and will relay that information to Management. Mr. Smith made the motion to continue to hold the

A1 Duran funds in the Reserve account until additional information from Association Counsel has been provided.

On MOTION by Mr. Smith seconded by Mr. Mossing, with all in favor, continuing to hold A1 Duran funds in the Association Reserve account was approved.

EIGHTH ORDER OF BUSINESS

ADA Parking Lot Compliance

Mr. Smith gave his thoughts on starting \$15,000 worth of the concrete portion of the ADA Parking Lot Compliancy project during calendar year 2024. Mr. Smith asked Mr. Burgess to provide the City of Sunrise approved ADA plans to the Unit Owners and gave a brief overview of what the lawsuit entailed. The Board gave direction to force stack the needs of the \$15,000 concrete portion of the ADA job over engaging the entire start of the project.

NINTH ORDER OF BUSINESS

Box Truck Parking

Lengthy debate arose around the box truck parked in front of Unit 5367-5369. The Board discussed the current situation with Mr. Pullattu of Unit 5637-5369. Mr. Smith stated that there were no current violations according to the Association Parking Declarations and that the only solution at this time is to amend the Association Declarations which would require a membership vote.

TENTH ORDER OF BUSINESS

Discussion of Association Insurance

Members shared challenges obtaining reasonably priced property insurance due to market conditions. The board looked into rescinding their current broker agreement and approaching additional carriers directly to be more competitive for the following year.

TWELTH ORDER OF BUSINESS

Adjournment

Mr. Smith made a motion for adjournment.

On MOTION by Mr. Smith seconded by Mr. Mossing with all in favor, the meeting was adjourned AT 4:05PM.

THE ANNUAL MEMBERSHIP MEETING WAS ADJOURNED AND THE ORGANIZATIONAL MEETING FOLLOWED AFTER A BRIEF INTERMISSION.

FIRST ORDER OF BUSINESS

Introduction and Quorum

Mr. Smith called to order the Organizational meeting and confirmed quorum.

SECOND ORDER OF BUSINESS

Election of Officers

With three seats now available, the board elected Tim Smith as President, Jane Storms as Vice President, Darren Mossing as Treasurer, Mohammad Arif as Secretary, and Roger Krahle as Assistant Secretary by unanimous vote.

THIRD ORDER OF BUSINESS

Committee Formation

Recognizing parking rules required revision, the board formed a committee chaired by Tim Smith to research best practices, solicit resident feedback, and draft updated regulations for consideration and possible implementation.

FOURTH ORDER OF BUSINESS

Discussion of Collecting Fees from Recent Unit Sale

Mr. Smith gave the motion to waive the fees owed to the Association.

On MOTION by Mr. Smith seconded by Ms. Storms, with all in favor, waiving the fees owed to the Association was approved.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Smith gave the motion to adjourn the meeting.

On MOTION by Mr. Smith seconded by Mr. Mossing, with all in favor, the meeting was adjourned.

[SIGNATURES ON THE FOLLOWING PAGE]

March 7th, 2024 Meeting Minutes Approved:

Treasurer

Chairman

Signed Date

Signed Date

Nob Hill Business Center Condo Association

***June 20th, 2024 10:30 AM ET
Meeting Agenda Packet***

Financial Reports

Agenda Topic

#3:

- ***Association Financial Reports Valued As Of May 31st,
2024***

Nob Hill Business Center Condo Association

Monthly Financial Statements

Month Ending:

May 31, 2024

11:16 AM

06/03/24

Accrual Basis

Nob Hill Business Center Condo Association Inc

Balance Sheet

As of May 31, 2024

	May 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Regions Checking	71,133.33
Total Checking/Savings	71,133.33
Accounts Receivable	
Accounts Receivable Operations	
American Top Team of Sunrise	1,468.24
Arneeb Investment Realty	-475.67
DA Medical Warehouse	-5,388.31
Lane Real Estate	880.00
Mac Advisors	-1,471.08
Pulice Land Suveyors	1,011.29
Susie's Scrumptious Sweets	440.00
Total Accounts Receivable Operations	-3,535.53
Total Accounts Receivable	-3,535.53
Total Current Assets	67,597.80
TOTAL ASSETS	67,597.80
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Reserve Fund	367.60
Total Other Current Liabilities	367.60
Total Current Liabilities	367.60
Total Liabilities	367.60
Equity	
Opening Balance Equity	24,080.65
Retained Earnings	25,081.50
Net Income	18,068.05
Total Equity	67,230.20
TOTAL LIABILITIES & EQUITY	67,597.80

Nob Hill Business Center Condo Association Inc
Profit & Loss
January through May 2024

	Jan - May 24
Income	
HOA Income	104,176.51
Miscellaneous Income	9,891.49
Total Income	114,068.00
Gross Profit	114,068.00
Expense	
Bank Fees	181.58
Insurance Expense	37,818.20
Landscaping	5,465.00
Management Fees	8,333.35
Miscellaneous	70.44
Professional Fees- Legal	2,112.50
Professional Fees- Tax Return	500.00
Recycling	10,935.08
Repairs and Maintenance	14,492.70
Utilities	16,091.10
Total Expense	95,999.95
Net Income	18,068.05

11:21 AM

06/03/24

Accrual Basis

Nob Hill Business Center Condo Association Inc
Profit & Loss
January through May 2024

	Jan 24	Feb 24	Mar 24	Apr 24	May 24	TOTAL
Income						
HOA Income	20,843.19	20,833.33	20,833.33	20,833.33	20,833.33	104,176.51
Miscellaneous Income	9,741.49	150.00	0.00	0.00	0.00	9,891.49
Total Income	30,584.68	20,983.33	20,833.33	20,833.33	20,833.33	114,068.00
Gross Profit	30,584.68	20,983.33	20,833.33	20,833.33	20,833.33	114,068.00
Expense						
Bank Fees	34.79	37.39	40.21	33.94	35.25	181.58
Insurance Expense	7,806.24	7,806.24	7,806.24	7,199.74	7,199.74	37,818.20
Landscaping	550.00	3,265.00	550.00	550.00	550.00	5,465.00
Management Fees	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	8,333.35
Miscellaneous	0.00	0.00	0.00	70.44	0.00	70.44
Professional Fees- Legal	650.00	375.00	1,087.50	0.00	0.00	2,112.50
Professional Fees- Tax Return	0.00	500.00	0.00	0.00	0.00	500.00
Recycling	1,613.51	1,499.33	1,396.94	2,938.60	3,486.70	10,935.08
Repairs and Maintenance	562.50	8,150.00	0.00	3,600.00	2,180.20	14,492.70
Utilities	3,264.10	3,326.70	3,168.40	3,152.32	3,179.58	16,091.10
Total Expense	16,147.81	26,626.33	15,715.96	19,211.71	18,298.14	95,999.95
Net Income	14,436.87	-5,643.00	5,117.37	1,621.62	2,535.19	18,068.05

Nob Hill Business Center Condo Association Inc
Profit & Loss
May 2024

	May 24
Income	
HOA Income	20,833.33
Total Income	20,833.33
Gross Profit	20,833.33
Expense	
Bank Fees	35.25
Insurance Expense	7,199.74
Landscaping	550.00
Management Fees	1,666.67
Recycling	3,486.70
Repairs and Maintenance	2,180.20
Utilities	3,179.58
Total Expense	18,298.14
Net Income	2,535.19

11:23 AM

06/03/24

Accrual Basis

Nob Hill Business Center Condo Association Inc

Profit & Loss Detail

May 2024

Type	Date	Num	Name	Memo	Amount
Income					
HOA Income					
Invoice	05/01/2024	2085CA	American Top Team of Sunrise	HOA Assessment	1,468.24
Invoice	05/01/2024	2085CA	Arneeb Investments Realty	HOA Assessment	766.59
Invoice	05/01/2024	2085CA	Auto Depot Center	HOA Assessment	1,816.27
Invoice	05/01/2024	2084CA	B&B Business Center	HOA Assessment	2,402.15
Invoice	05/01/2024	2085CA	DA Medical Warehouse	HOA Assessment	1,468.24
Invoice	05/01/2024	2088CA	DRP Property Holdings	HOA Assessment	2,936.52
Invoice	05/01/2024	5422	Lane Real Estate Holdings, LLC	HOA Assessment	440.00
Invoice	05/01/2024	44	MAC Advisors LLC	HOA Assessment	1,471.08
Invoice	05/01/2024	2086CA	North Broward Pentecostal Tabernacle	HOA Assessment	1,629.79
Invoice	05/01/2024	46	PAAL Technologies Inc	HOA Assessment	1,285.63
Invoice	05/01/2024	2085CA	Pulice Land Surveyors	HOA Assessment	1,629.79
Invoice	05/01/2024	2084CA	Pullattu Properties	HOA Assessment	863.20
Invoice	05/01/2024	40	State Contracting & Engineering	HOA Assessment- Unit 5397	717.13
Invoice	05/01/2024	2091CA	State Contracting & Engineering	HOA Assessment	1,938.70
Total HOA Income					20,833.33
Total Income					20,833.33
Gross Profit					20,833.33
Expense					
Bank Fees					
Check	05/08/2024		Regions Bank	May 2024	35.25
Total Bank Fees					35.25
Insurance Expense					
Check	05/01/2024		IPFS	May 2024	7,199.74
Total Insurance Expense					7,199.74
Landscaping					
Check	05/02/2024		Sharp Blades Landscaping LLC	May 2024	550.00
Total Landscaping					550.00
Management Fees					
Check	05/08/2024	1348	CALM LLC	Management Fees - May 2024	1,500.00
Check	05/08/2024	1348	CALM LLC	Website Maintenance - May 2024	166.67
Total Management Fees					1,666.67
Recycling					
Check	05/16/2024		Republic Services Inc #695	May 2024	3,486.70
Total Recycling					3,486.70

11:23 AM

06/03/24

Accrual Basis

Nob Hill Business Center Condo Association Inc

Profit & Loss Detail

May 2024

Type	Date	Num	Name	Memo	Amount
Repairs and Maintenance					
Check	05/22/2024	1349	G Force	Parking Lot Stalls Maintenance	2,180.20
Total Repairs and Maintenance					2,180.20
Utilities					
Check	05/08/2024		FPL	May 2024	243.37
Check	05/13/2024		City of Sunrise	May 2024	2,936.21
Total Utilities					3,179.58
Total Expense					18,298.14
Net Income					2,535.19

11:24 AM
06/03/24

Nob Hill Business Center Condo Association Inc
A/R Aging Summary
As of May 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
American Top Team of Sunrise	0.00	1,468.24	0.00	0.00	0.00	1,468.24
Arneeb Investments Realty	0.00	0.00	0.00	0.00	-475.67	-475.67
DA Medical Warehouse	0.00	0.00	0.00	0.00	-10,277.68	-10,277.68
Lane Real Estate Holdings, LLC	0.00	440.00	440.00	0.00	440.00	1,320.00
MAC Advisors LLC	0.00	-1,471.08	0.00	0.00	0.00	-1,471.08
North Broward Pentecostal Tabernacle	0.00	1,629.79	1,629.79	0.00	1,629.79	4,889.37
Pulice Land Surveyors	0.00	0.00	0.00	0.00	1,011.29	1,011.29
TOTAL	0.00	2,066.95	2,069.79	0.00	-7,672.27	-3,535.53

8:38 AM

06/03/24

Nob Hill Business Center Condo Association Inc
Reconciliation Summary
Regions Checking, Period Ending 05/31/2024

	May 31, 24
Beginning Balance	68,182.47
Cleared Transactions	
Checks and Payments - 8 items	-20,158.22
Deposits and Credits - 13 items	25,289.28
Total Cleared Transactions	5,131.06
Cleared Balance	73,313.53
Uncleared Transactions	
Checks and Payments - 1 item	-2,180.20
Total Uncleared Transactions	-2,180.20
Register Balance as of 05/31/2024	71,133.33
Ending Balance	71,133.33

8:38 AM

06/03/24

Nob Hill Business Center Condo Association Inc
Reconciliation Detail
Regions Checking, Period Ending 05/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						68,182.47
Cleared Transactions						
Checks and Payments - 8 items						
Check	05/01/2024		IPFS	X	-7,199.74	-7,199.74
Check	05/02/2024		Sharp Blades Lands...	X	-550.00	-7,749.74
Check	05/08/2024	1348	CALM LLC	X	-1,666.67	-9,416.41
Check	05/08/2024		FPL	X	-243.37	-9,659.78
Check	05/08/2024		Regions Bank	X	-35.25	-9,695.03
Check	05/13/2024		City of Sunrise	X	-2,936.21	-12,631.24
Check	05/16/2024		Republic Services In...	X	-3,486.70	-16,117.94
Check	05/29/2024	1350	Nob Hill Reserve	X	-4,040.28	-20,158.22
Total Checks and Payments					-20,158.22	-20,158.22
Deposits and Credits - 13 items						
Deposit	04/12/2024			X	475.67	475.67
Deposit	05/06/2024			X	2,936.52	3,412.19
Deposit	05/10/2024		Intuit	X	1,653.23	5,065.42
Deposit	05/16/2024			X	922.17	5,987.59
Deposit	05/16/2024			X	1,110.01	7,097.60
Deposit	05/16/2024			X	1,816.27	8,913.87
Deposit	05/16/2024			X	1,888.05	10,801.92
Deposit	05/16/2024			X	1,891.70	12,693.62
Deposit	05/16/2024			X	1,891.70	14,585.32
Deposit	05/16/2024			X	2,095.79	16,681.11
Deposit	05/16/2024			X	2,493.02	19,174.13
Deposit	05/16/2024			X	3,026.17	22,200.30
Deposit	05/16/2024			X	3,088.98	25,289.28
Total Deposits and Credits					25,289.28	25,289.28
Total Cleared Transactions					5,131.06	5,131.06
Cleared Balance					5,131.06	73,313.53
Uncleared Transactions						
Checks and Payments - 1 item						
Check	05/22/2024	1349	G Force		-2,180.20	-2,180.20
Total Checks and Payments					-2,180.20	-2,180.20
Total Uncleared Transactions					-2,180.20	-2,180.20
Register Balance as of 05/31/2024					2,950.86	71,133.33
Ending Balance					2,950.86	71,133.33

Nob Hill Business Center Condo Association

Reserve Fund

Monthly Financial Statements

Month Ending:

May 31, 2024

11:50 AM

06/03/24

Accrual Basis

Nob Hill Business Center Condominium Association, Inc

Balance Sheet

As of May 31, 2024

	May 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Regions	68,671.58
Total Checking/Savings	68,671.58
Accounts Receivable	
Capital Assessment Receivable	
American Top Team of Sunrise	419.41
Arneeb Investment Realty	475.72
Auto Depot Center	3,747.55
B&B Business Center	1,523.50
DA Medial Warehouse	-2,938.67
Lane Real Estate	377.43
MAC Advisors	-420.62
North Broward Pentecostal Taber	1,397.96
PAAL Technologies Inc	-430.58
Pulice Land Surveyors	-0.03
Total Capital Assessment Receivable	4,151.67
Total Accounts Receivable	4,151.67
Total Current Assets	72,823.25
TOTAL ASSETS	72,823.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Expenses	24,445.00
Total Other Current Liabilities	24,445.00
Total Current Liabilities	24,445.00
Total Liabilities	24,445.00
Equity	
Opening Balance Equity	0.01
Retained Earnings	37,570.15
Net Income	10,808.09
Total Equity	48,378.25
TOTAL LIABILITIES & EQUITY	72,823.25

Nob Hill Business Center Condominium Association, Inc

Profit & Loss

January through May 2024

	Jan - May 24
Ordinary Income/Expense	
Income	
Capital Assessments	38,209.56
Total Income	38,209.56
Gross Profit	38,209.56
Expense	
Bank Fees	451.51
Landscaping and Groundskeeping	8,311.75
Repairs and Maintenance	18,638.21
Total Expense	27,401.47
Net Ordinary Income	10,808.09
Net Income	10,808.09

11:51 AM

Nob Hill Business Center Condominium Association, Inc

06/03/24

Profit & Loss

Accrual Basis

January through May 2024

	Jan 24	Feb 24	Mar 24	Apr 24	May 24	TOTAL
Ordinary Income/Expense						
Income						
Capital Assessments	14,227.16	8,631.04	5,117.12	5,117.12	5,117.12	38,209.56
Total Income	14,227.16	8,631.04	5,117.12	5,117.12	5,117.12	38,209.56
Gross Profit	14,227.16	8,631.04	5,117.12	5,117.12	5,117.12	38,209.56
Expense						
Bank Fees	85.27	88.91	92.03	89.33	95.97	451.51
Landscaping and Groundskeeping	0.00	0.00	2,501.75	0.00	5,810.00	8,311.75
Repairs and Maintenance	0.00	0.00	12,941.51	0.00	5,696.70	18,638.21
Total Expense	85.27	88.91	15,535.29	89.33	11,602.67	27,401.47
Net Ordinary Income	14,141.89	8,542.13	-10,418.17	5,027.79	-6,485.55	10,808.09
Net Income	14,141.89	8,542.13	-10,418.17	5,027.79	-6,485.55	10,808.09

Nob Hill Business Center Condominium Association, Inc

Profit & Loss

May 2024

	May 24
Ordinary Income/Expense	
Income	
Capital Assessments	5,117.12
Total Income	5,117.12
Gross Profit	5,117.12
Expense	
Bank Fees	95.97
Landscaping and Groundskeeping	5,810.00
Repairs and Maintenance	5,696.70
Total Expense	11,602.67
Net Ordinary Income	-6,485.55
Net Income	-6,485.55

11:53 AM

Nob Hill Business Center Condominium Association, Inc

06/03/24

Profit & Loss Detail

Accrual Basis

May 2024

Type	Date	Num	Name	Memo	Amount
Ordinary Income/Expense					
Income					
Capital Assessments					
Invoice	05/01/2024	16	American Top Team of Sunrise	Capital Assessment	419.81
Invoice	05/01/2024	23	Arneeb Investment Realty	Capital Assessment	219.19
Invoice	05/01/2024	78	Auto Depot Center	Capital Assessment	519.31
Invoice	05/01/2024	91	B&B Business Center	Capital Assessment	686.83
Invoice	05/01/2024	8	DA Medical Warehouse	Capital Assessment	419.81
Invoice	05/01/2024	3	Lane Real Estate Holdings LLC	Capital Assessment	125.81
Invoice	05/01/2024	13	MAC Advisors	Capital Assessment	420.62
Invoice	05/01/2024	3	North Broward Pentecostal Tabernacle	Capital Assessment	465.99
Invoice	05/01/2024	7	PAAL Technologies Inc	Capital Assessment	367.59
Invoice	05/01/2024	8	Pulice Land Surveyors	Capital Assessment	465.99
Invoice	05/01/2024	11	Pullattu Properties	Capital Assessment	246.81
Invoice	05/01/2024	14	State Contracting & Engineering	Capital Assessment	205.04
Invoice	05/01/2024	15	State Contracting & Engineering	Capital Assessment	554.32
Total Capital Assessments					5,117.12
Total Income					5,117.12
Gross Profit					5,117.12
Expense					
Bank Fees					
Check	05/09/2024		Regions Bank	May 2024	95.97
Total Bank Fees					95.97
Landscaping and Groundskeeping					
Check	05/30/2024		Wirx Inc	May 2024	5,810.00
Total Landscaping and Groundskeeping					5,810.00
Repairs and Maintenance					
Check	05/01/2024	138	Empire Lighting Resources	Installation of 2 light fixtures	5,696.70
Total Repairs and Maintenance					5,696.70
Total Expense					11,602.67
Net Ordinary Income					-6,485.55
Net Income					-6,485.55

Nob Hill Business Center Condominium Association, Inc
Reconciliation Summary
Regions, Period Ending 05/31/2024

	May 31, 24
Beginning Balance	
Cleared Transactions	
Checks and Payments - 2 items	-5,905.97
Deposits and Credits - 1 item	4,040.28
Total Cleared Transactions	-1,865.69
Cleared Balance	74,368.28
Uncleared Transactions	
Checks and Payments - 1 item	-5,696.70
Total Uncleared Transactions	-5,696.70
Register Balance as of 05/31/2024	68,671.58
Ending Balance	68,671.58

Nob Hill Business Center Condominium Association, Inc

Reconciliation Detail

Regions, Period Ending 05/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						76,233.97
Cleared Transactions						
Checks and Payments - 2 items						
Check	05/09/2024		Regions Bank	X	-95.97	-95.97
Check	05/30/2024		Wirx Inc	X	-5,810.00	-5,905.97
Total Checks and Payments					-5,905.97	-5,905.97
Deposits and Credits - 1 item						
Deposit	05/31/2024			X	4,040.28	4,040.28
Total Deposits and Credits					4,040.28	4,040.28
Total Cleared Transactions					-1,865.69	-1,865.69
Cleared Balance					-1,865.69	74,368.28
Uncleared Transactions						
Checks and Payments - 1 item						
Check	05/01/2024	138	Empire Lighting Reso...		-5,696.70	-5,696.70
Total Checks and Payments					-5,696.70	-5,696.70
Total Uncleared Transactions					-5,696.70	-5,696.70
Register Balance as of 05/31/2024					-7,562.39	68,671.58
Ending Balance					-7,562.39	68,671.58

Nob Hill Business Center Condo Association

***June 20th, 2024 10:30 AM ET
Meeting Agenda Packet***

Field Report Agenda Topic #4:

- ***Field Management Status Report Valued as of June 12th,
2024***

Nob Hill Business Condominium Center Association

Field Management Report and Budget Schedule as of 2024-06-10:

A) Operating Account Funds As of 2024-05-31									
	Net Cash in Operating Account Fund Bank Account as of 2024-05-31								\$71,134
	Net Reduction For Prepaid Assessments								(\$3,536)
	Operating Capital Needs (3 months x \$15K a month)								(\$45,000)
	Favorable Insurance Expense Adjustment (Partial Year Run Rate)								\$17,652
								Adjusted Operating Funds On Hand	\$40,250
B) Operating Account Repair and Maintenance Planned/Actual Expenses as of 2024-05-31									
2024 Annual Repairs and Maintenance Budget:									
	\$29,000 Annual [\$29,000 / 12 = \$2,416.67 Monthly - See Cash Flow Below]								\$29,000
In-Flight Board Approved Projects:									
	Mandated Pressure Washing to address the City of Sunrise Citation and Community					\$1,800		PAID	
	Mandated 10-Year Inspection Notice to address the City of Sunrise Citation					\$8,567		PAID	
	Mandated Dead Tree Removal (Six Trees + Permit)					\$2,715		PAID	
	Mandated Irrigation Repair Required From The Dead Tree Permit (Phase I)					\$2,502		PAID	
	Mandated Parking Lot Striping to address the City of Sunrise Citation					\$2,181		PAID	
	Annual Tree Trimming Maintenance (June each year, Approved 2024-03-07. Board Meeting)					\$4,500			
	Additional Irrigation Maintenance (Phase 2 - Approved via Email in May 2024)					\$5,810			
	Other					\$0			
								Subtotal:	\$28,075 96.8%
Additional Planned Maintenance Projects Not Yet Committed or Approved By The Board:									
	Other					\$0			
								Subtotal:	\$0 0.0%
								Unallocated 2024 Year-end Contingency Funds	\$925 3.2%
C) Reserve Account Funds As of 2024-05-31									
	Cash in Reserve Fund Bank Account as of 05/31/2024 Including recent collected delinquency payments.								\$68,672
	Net Reduction For Prepaid Assessments								(\$3,790)
✓	A1 Duran Roofing Accrued Expenses (Board approved 50% payment on 12-5-2023 of \$30,445; balance on hold)								(\$30,445)
	Reserve Capital Needs (1 months x \$10K a month)								(\$10,000)
	Other					\$0			
								Adjusted Reserve Funds On Hand	\$24,437
D) Reserve Account Repair and Maintenance Planned/Actual Expenses as of 2024-05-31									
2024 Annual Capital Assessments Budget Plus Cash On Hand Transfer:									
	\$71,481 Annual [\$71,481 - \$1,200 / 12 = \$5,856.75 Monthly - See Cash Flow Below]								\$70,281
	Other					\$0			
									\$70,281
In-Flight Board Approved Projects:									
	Walkway Lighting Fixture Compliance Improvements (Completed May 2024)					\$17,942		PAID	
	West Building Warranty Roof Repair (Completed March 2024)					\$2,400		PAID	
	West Building Commercial Gutter Repair (Board Approved \$7K at 12/5/2023 meeting)					\$7,000		06/04 Vendor Meeting	
	Mandated Replacement Tree Estimated Costs (12 Hardwood Trees - Install estimated for June 10th)					\$7,000			
✓	Installation of ADA Handicap Sign and Post Installation					\$3,306			
✓	ADA Parking Lot Compliance Remediation Phase 1 (\$15K Approved by Board on 12/5/2023 Meeting)					\$11,694			
	Other					\$0			
								Subtotal:	\$49,342 70.2%
Additional Planned Maintenance Projects Not Yet Committed or Approved By The Board:									
✓	Stucco Repair and Building Painting (5 Quotes Received - Not approved 3-7-2024)					\$70,000			
✓	TBD - The 10-Year Inspection listed notable deficiencies. Amounts TBD					\$0			
	Other					\$0			
								Subtotal:	\$70,000 99.6%
✓									
								Unallocated 2024 Year-end Contingency Funds	(\$49,061) -69.8%
E) Identified and Unapproved Capital Budget Projects For 2025 Consideration as of 2024-05-31									
Projects Not Yet Approved With Estimated Costs For Future Consideration:									
✓	ADA Parking Lot Compliance Remediation (3 Vendors Provided A Quote as of May '24)					\$82,915			
	Landscaping & Beautification Project (Estimated)					\$60,000			
	Replacement From Missing SE Corner Light Pole (Estimated)					\$5,600		On Hold	
	Street Signs Replacement					\$350			
	Other					\$0			
✓								Proposed Project Itemized Subtotal:	\$148,865

Nob Hill Business Center Association

Anticipated Cumulative 2024 Gross Cash Flow Assuming Zero Delinquencies or Accounts Receivable Balances

2024 Calendar Year Assessments	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Cash Flow - OA Repairs and Maintenance	\$2,417	\$4,833	\$7,250	\$9,667	\$12,083	\$14,500	\$16,917	\$19,333	\$21,750	\$24,167	\$26,583	\$29,000
Cash Flow - Operating Account	\$20,833	\$41,667	\$62,500	\$83,333	\$104,167	\$125,000	\$145,833	\$166,667	\$187,500	\$208,333	\$229,167	\$250,000
Cash Flow - Capital Account	\$5,957	\$11,914	\$17,870	\$23,827	\$29,784	\$35,741	\$41,697	\$47,654	\$53,611	\$59,568	\$65,524	\$71,481
	\$26,790	\$53,580	\$80,370	\$107,160	\$133,950	\$160,740	\$187,531	\$214,321	\$241,111	\$267,901	\$294,691	\$321,481

Nob Hill Business Center Condo Association

***June 20th, 2024 10:30 AM ET
Meeting Agenda Packet***

Paint Schemes

Agenda Topic

#5A:

- ***Selection of Building Paint Schemes***

OPTION 1



- 1 Body
- 2 Wall
- 3 Accent
- 4 Roof

SW 9549
Touch of Grey

1

SW 9542
Natural White

2

SW 2739
Charcoal Blue

3 4



Matthew Fekete

(954) 275-5328 • matthew.fekete@sherwin.com

OPTION 2



- ① Body ② Wall ③ Accent ④ Roof

SW 77
Classic French Gray

①

SW 7004
Snowbound

②

SW 2739
Charcoal Blue

③ ④



Matthew Fekete

(954) 275-5328 • matthew.fekete@sherwin.com

OPTION 3



- 1 Body
- 2 Wall
- 3 Accent
- 4 Roof

SW 9622 White Sail	SW 2849 Westchester Gray
1	2 3 4

Matthew Fekete

(954) 275-5328 • matthew.fekete@sherwin.com

OPTION 4



- 1 Body
- 2 Wall
- 3 Accent
- 4 Roof

SW 9622
White Sail

12

SW 2849
Westchester Gray

3

SW 9176
Dress Blues

4



Matthew Fekete

(954) 275-5328 • matthew.fekete@sherwin.com

OPTION 5

ORIGINAL COLORS
WILL BE
REPAINTED

Nob Hill Business Center Condo Association

*June 20th, 2024 10:30 AM ET
Meeting Agenda Packet*

Stucco Repair & Building Painting Proposals Agenda Topic

#5B:

- ***Proposals for Painting The Association later this year***

<i>Vendor 1 of 4 – Top of the Ladder</i>		<i>\$61,680</i>
<i>Vendor 2 of 4 – MTD</i>		<i>\$51,400</i>
<i>Vendor 3 of 4 – Premium Painters</i>		<i>\$74,975</i>
<i>Vendor 4 of 4 – HPC Inc</i>		<i>\$68,985</i>



To: governmental management services south Florida
Address: 5385 N. Nob Hill Rd
Sunrise, FL 33351

RE: proper preparation, pressure cleaning, sealing, crack repair, and painting of 2 commercial buildings

ATTENTION:
NAME: Patrick Burgess
PHONE NUMBER: 540-303-9619
EMAIL: pburgess@gmssf.com

DATE: 5/17/2024

Top of the Ladder Painting has been stepping up to the challenge since 2000. Having successfully been one of the longest running local painting companies fully licensed and insured in Palm Beach County, Martin County and Broward County. We have tackled a vast variety of residential and commercial projects.

Thank you and I look forward to hearing from you.

*Respectfully,
Jeremy DeFazio*

Owner

(561)722-2989

jdefazio@topoftheladderpainting.com

SCOPE OF WORK: proper preparation, pressure cleaning, sealing, crack repair, and painting of 2 commercial buildings.

INCLUSIONS:

- Chemical treat all mildew areas to be painted.
- Completely pressure clean all exterior surfaces to be painted.
- Caulk window frames, door frames and any other areas in need.
- Seal (prime) all exposed exterior masonry surfaces to be painted with Sherwin Williams pigmented sealer.
- Prepare and paint all previously painted exterior vertical and horizontal stucco, walls, metal awning roofs, previously painted back of towers walls on roof (please note these are the only walls on the roof that will be painted), ceilings, and soffits, with Sherwin Williams exterior super paint satin.
- All exterior side of back entrance doors and bay doors will be prepared, lightly sanded, primed as needed, and painted with Sherwin Williams b53 pro industrial semigloss.
- All previously painted decorative beams will be wire brushed, scraped, primed as needed with rust destroyer, and painted with Sherwin Williams b53 pro industrial semigloss. (please note there is no guarantee

that the rust will not come back). (excludes grinding), (please note this excludes all cosmetic repairs such as texture, brush marks, areas where it had peeled before, and other blemishes that you will be able to see).

- Please note the price includes color change.
- Please note this price is for regular working hours
Monday- Friday 7:30-4:00

EXCLUSIONS: light fixtures, walls on roof (only includes previously painted tower walls), weekend work, interior painting, and any other areas not listed in scope of work.

OPTION:

To prepare and paint the exterior side of front window frames and store front aluminum entrance doors.

GENERAL CONDITIONS:

Top of the ladder painting shall provide all required material, labor, necessary equipment, supervision, insurance, to finish the work as specified and required by the provisions of the current county edition of the south Florida building code.

FACILITIES AS NEEDED FOR USE OF CONTRACTORS EMPLOYEES:

- Contractor shall protect and safeguard from damage, all real and personal property of the individual unit owner.
- Contractor shall perform all work in strict compliance with written specifications and shall specifically request the owner inspection agent provide a written listing of those portions of the work which are to be inspected prior to the finish coat.
- Contractor shall provide certificates of insurance, and maintain the following insurance coverage, indemnifying the owner to the stated limits, where applicable.

1. Workman's compensation – statutory limits
2. General liability - \$1,000,000
3. Property damage - \$1,000,000

- In addition, the contractor shall hold the association, their respective officers, directors, members, employees, and designated inspectors harmless from all legal actions which may arise out of the performance of the work.
- The contractor shall arrange with the designated manager of the complex for working space, space for

storage of materials, or placement of storage/work trailer on job site and access to all areas where the work of the contractor is to be performed. The manager of the complex or building will arrange for automobiles to be removed from areas adjacent to buildings where work is in progress, to safeguard against possible damage to those automobiles.

- The contractor once having started work, will continuously and expeditiously proceed with the same until completion of the same, barring weather delays. Monday to Friday working days excluding weekends.
- All stages, ladders, etc. shall be secured at the end of each workday. Upon completion of the work, the contractor shall promptly remove of all debris, materials, equipment, etc. and shall leave the premises of the building completely clean.
- All paints, waterproofing coatings, sealers etc. shall be delivered to the job site in sealed containers and shall be used in strict accordance with the manufacturer.

MATERIALS AND WORKMANSHIP QUALITY:

- All materials furnished shall conform to the requirements of these specifications.
- All materials shall be delivered to the jobsite in the original factory containers and shall be clearly marked with coating type.

- All work shall be done in a workmanlike manner to produce a proper finish. The applications shall adhere to the manufacturer's instructions and specifications for use of the materials as well as methods of application.

COATING SCHEDULE:

ALL MASONRY AND STUCCO SUBSTRATES, WALLS, SOFFITS, GUTTERS, DOWNSPOUTS, FASCIA, AND TRIM.

SEALER (primer): 1 coat of Sherwin Williams pigmented sealer.

FINISH: 1 coat of Sherwin Williams exterior super paint satin. (8-year warranty against peeling or flaking)

ALL EXTERIOR SIDE OF PREVIOUSLY PAINTED DOORS, AND METAL BEAMS.

SPOT PRIME WITH RUST DESTROYER, PRIME WITH DTM BONDING PRIMER AS NEEDED.

FINISH: 1 coat of Sherwin Williams b53 pro industrial semigloss.

THANK YOU FOR CONSIDERING OUR CONTRACT

**TOTAL PRICE \$51,780.00 For preparation,
pressure cleaning, sealing, crack repair, and
painting of the 2 commercial buildings.**

ACCEPTING: _____

ACCEPTING THIS _____ DAY OF _____ 2024.

**OPTION TO PREPARE, PRIME AS NEEDED AND PAINT THE
EXTERIOR SIDE OF THE STORE FRONT ALUMINUM WINDOW
FRAMES AND ENTRANCE DOORS WITH SHERWIN WILLIAMS B-
53 PRO INDUSTRIAL SEMIGLOSS.**

TOTAL ACCEPTING: \$9,900.00

SIGNATURE ACCEPTING THIS OPTION: _____

DATE: _____



This proposal was prepared for:

Nob Hill Business Center
5385 NW 102nd Ave.
Sunrise, FL 33351



*MTD Painting & Construction Corporation
12059 NW 49th Drive Coral Springs FL 33076*

License #CGC1531127

833-350-9300

Email: Info@mtdpainting.com



RE: EXTERIOR PAINTING

ATTENTION:

Patrick Burgess -Property Manager

PHONE: 954-721-8681 Ext. 333

EMAIL: pburgess@gmssf.com

This proposal was submitted on 9/25/23

SCOPE OF WORK

BUILDINGS: Two Buildings, One Story, Commercial Complex.

1. **Pressure Cleaning:** All surfaces to be recoated will be treated with a chlorine solution prior to power washing where algae/mildew is present. This process is to eradicate the growth of mildew and algae clinging to the surfaces. This solution contains chlorine/bleach and water. This solution will soak for a minimum of 30 minutes before power washing. Pressure clean all designated surfaces using a minimum of 3000 P.S.I. to remove dirt, chalk and loose paint. **Water for pressure cleaning to be provided by the association unless otherwise specifically agreed to in writing.*
2. **Sealer:** coat all exposed exterior stucco surfaces. The sealer specified is a penetrating sealer used to eliminate all chalk residue not removed by the pressure cleaning process. This application is to ensure proper adhesion of the patching compound, chalk, and paint.
3. **Caulking:** Remove all loose and deteriorated caulking presently installed at all metal to stucco perimeter joints and where casing meets stucco. Solvent-wipe areas to be re-caulked. Using a top-grade acrylic caulking compound, apply a continuous watertight bead where frames meet stucco. All door and window frames will be caulked 360 degrees. All 90-degree angles where wall meets wall, wall meets soffit, and wall meets ceilings will be caulked where signs of cracking is apparent on stucco surfaces only.
4. **Repair Cracks:** For hairline cracks 1/16 inch or less wide will be seal with **ELASTOMERIC PATCHING COMPOUND**. For cracks 1/16 – 3/5 inch, route the crack open to a uniform size by mechanical methods. Clean out crack with water and allow to completely dry. For cracks deeper than 1/2 inch or wider than 1/4 inch, backer rods should be used to fill the gap and to eliminate three-point adhesions.
5. **Paint Exterior Previously Painted Stucco Surfaces (see inclusions):** After proper preparation, mentioned surfaces finish coated with **RECOMMENDED PRODUCT BY SHERWIN WILLIAMS. (SEE COATING SCHEDULE)**
6. **Paint Exterior Previously painted metal, wood, and additional surfaces (see inclusions):** After proper preparation, all mentioned surfaces will be spot primed, and finish coated with **RECOMMENDED PRODUCT BY SHERWIN WILLIAMS. (SEE COATING SCHEDULE)**

COATING SCHEDULE:

A. EXTERIOR STUCCO, EIFS, AND OTHER MASONRY SURFACES

Areas to be painted: Previously painted masonry and stucco surfaces.

- 1) Primer - Loxon® Acrylic Conditioner (LX03w100 series) (applied 200-300 sq. ft. per gallon)
- 2) 8 Year Finish – Superpaint Exterior Acrylic Coating (5-7 mils WFT or 2.1-2.0 DFT)
- 3) 10 Year Finish – Latitude Exterior Acrylic Coating (5-7 mils WFT or 2.1-2.0 DFT)

B. EXTERIOR METAL

Service/Utility Doors, Railings and other Non-Ferrous Metals

- 1) Rust Primer – Cortec Corrveter
- 2) Primer- Pro Industrial™ Pro-Cryl (B66-310 Series) (5-10 mils WFT or 2-4 mils DFT)
- 3) Finish Coat - Pro Industrial Pre-Catalyzed Water-based Urethane Gloss (B65w121) (6 – 12)

Areas to be painted: Ferrous Metals



- 1) Primer- Kem Kromik® Universal Metal Primer
- 2) Finish Coat - Pre-catalyzed Waterbased Urethane.

INCLUSIONS:

1. Bleach wash all mildew areas.
2. Completely pressure clean all exterior surfaces to be painted.
3. Seal all exterior stucco surfaces.
4. Remove/convert all corrosion from ferrous & non-ferrous surfaces.
5. Patch all cracks as specified within.
6. Paint all previously painted masonry and stucco surfaces.
7. Paint all sheer walls and roof top stucco.
8. Paint covered porches, breezeways columns walls and ceilings.
9. Paint all flashing.
10. Paint metal roof overhangs.
11. Paint all gutters and downspouts.
12. Paint all utility doors and frames.
13. Paint all previously painted pipes and fixtures.
14. Paint dumpster corrals.
15. 150 SF stucco repair included under this proposal.

Choice of color may determine how many coats will be required to cover existing colors to be painted.

EXCLUSIONS:

1. All windows and glass doors.
2. All light fixtures.
3. All hurricane shutters.
4. Dumpsters Gates
5. Floors
6. Railings
7. Gates
8. All previously unpainted surfaces.
9. Any area not specifically specified.

CONDITIONS:

1. The Manufacturers' applicable Specifications and Product Data Sheets are hereby incorporated into this Agreement by reference. MTD shall complete the Work in compliance with the specifications, directions, and recommendations of each Manufacturer so that any and all available Manufacturers' Warranties are enforceable by the Owner. MTD shall be fully responsible for arranging any inspections required by the Manufacturers' representatives in order to ensure that the Manufacturers' Warranties will be issued to the Owner at the completion of the Work. MTD further warrant that it will comply with all application and other requirements of each producer or supplier of materials.
2. **Care & Inspection:** MTD Painting & Construction Corp. ("MTD Painting") shall use reasonable care in protection of the occupant's property while performing their scope of work. This includes reasonable protection of all the screens, windows, walkways, parked vehicles, and any other property in the area from paint and/or other damage caused by repairs performed as outlined in the scope of work. Notices will be posted on each building to be worked on indicating what preparation the homeowner must carry out to comply with and insure easy access to repair tradesmen and the painters. Prior to commencement of work by MTD Painting, an inspection of the property will be conducted, and damage report will be prepared, submitted to and approved by the customer and/or property owner, and said report will list all existing and broken surfaces and items. In addition, Photos and video will be used throughout the process to document existing damage prior to work beginning and shall be used as a reference in the event a conflict arises as to the prior existence of said damage. Any damage noted on the property after the completion and confirmed by all parties to have been caused by MTD Painting will be rectified



MTD PAINTING & CONSTRUCTION CORPORATION

by MTD Painting, to the extent it was deliberate and caused by MTD Painting and not incidental damage necessitated by the within 15 days weather permitting, scope of work and/or repair process, itself.

3. **Commencement of work:** The Work prescribed herein shall commence on or before _____ (the "Commencement Date"). In the event that the Commencement Date is not currently set or decided by the parties as of their execution of this Agreement, the parties agree that the Commencement Date shall be as determined in good faith between the parties hereto, taking into consideration each party's schedule, fiscal obligations, and overall timing on the project contemplated herein, but in no event later than three (3) months after the execution of this Agreement. Unless mutually agreed by MTD Painting and the Association, if the Association decides to stop, delay or reschedule a mobilized project through no fault of MTD Painting, resulting in a need to move labor, materials, and/or equipment to and from a project, there will be a re-mobilization fee (5,000 per remobilization) for recommencement of work.
4. **Labor:** All work is to be done in a workmanlike manner by skilled painters and tradesmen carried out in such a way as to minimize any inconvenience to the occupants. The contractor shall maintain a full work force from start to completion and shall have a qualified foreman. All employees of MTD Painting are compliant with the Florida workman's compensation requirements, and in the event, contractors are necessitated at a particular time for services to be performed in connection with completing the job, all such contractors must be covered by insurance in an effort to protect and hold harmless Owner(s) from any potential claims.
5. **Foliage:** The Owner(s) agrees and shall be responsible, at their expense, for the trimming and/or removal of all foliage and shrubbery clinging to or otherwise obstructing access to the buildings, preventing vehicles from parking nearby while work is in progress and generally impairing or preventing adequate access to the areas to be repaired and painted. Please note that while we will attempt to avoid damage to any landscaping or foliage, MTD Painting WILL NOT be liable and/or responsible for repairs or replacement of landscaping and foliage that suffers "incidental "or "accidental" damage during the reconstruction and painting process as long as the damage is not a result of gross negligence or intentional acts of MTD, its employees, subcontractors, or material suppliers.
6. **Access & Notification:** MTD Painting shall advise the Association and owner(s) of the areas in which work is to be performed sufficiently in advance of the work schedule in order to permit the Association and owner(s) to relocate or otherwise take adequate and reasonable steps to secure and protect the personal property contained on patios (whether enclosed or not), including, but not limited to, all personal property and belongings, planters and the like from any risk of damage during MTD Painting's performance of their scope of work in the subject area. Failure by the Association and owner(s) to remove or otherwise take adequate and reasonable steps to protect such personal property shall effectively waive all claims the Association and owner(s) may have against MTD Painting for any damages sustained by the Association and owner(s) to their personal property. The Association's and/or owner(s) designated representative and MTD Painting shall transmit all information pertaining to the job and shall not permit interference from the residents of the property. The Association, owner(s) and management further agree to make all reasonable efforts without delay to notify all occupants of the property to timely remove any personal property, i.e., items and patio furniture, from the areas in order to allow MTD Painting to proceed with their scope of work.
7. **Permits:** The Association agrees that they shall be solely responsible for costs attendant to obtaining and securing any and all necessary permitting required by any state or local agency in order to perform the work contemplated hereunder. In the event MTD Painting advances such costs after notification to Association, the Association is under an affirmative obligation to promptly reimburse MTD Painting for advancing any such costs of permitting required for the project upon tendering of an invoice.
8. **Staging & Storage:** MTD painting shall use all reasonable care to avoid damage to the Association's, owner's and occupant's personal property, including all screens, windows, walkways, parked vehicles and any other personal property in the work area from paint and/or other materials. MTD Painting will deliver all materials to the job site in original sealed cans and/or packages. MTD painting will store all materials, tools, appliances, etc. in an area to be provided by the Association. MTD Painting will always be solely responsible for maintaining the cleanliness of the storage area and will remove all accumulated debris on a daily basis. All stages, ladders, tools, etc. will be secured daily. MTD Painting will provide enough drop cloths that protect the vehicles and property from damage. Upon completion of each area, MTD Painting shall be responsible for cleaning up and removing all remaining debris and containers from the premises.



9. **Concealed Conditions.** There is a possibility that during the pressure cleaning, painting and restoration process, latent conditions of rotted wood, deteriorated metal, delaminated stucco and peeling of substrates previously not visible will be revealed and/or uncovered. The price quoted herein does not include cost of addressing these unforeseen conditions. visible will become apparent. The price quoted herein does not include cost of addressing these unforeseen conditions. Accordingly, all work necessary to address and/or repair said unforeseen conditions in order to complete the scope of work shall be billed to client and/or Owner(s) at an additional charge over and above the initial price reflected herein. In the event that the Association and/or Owner(s) are informed of the discovered unforeseen conditions and fail(s) to approve the additional work necessitated by the unforeseen conditions or to timely rectify said conditions itself and said conditions prevent MTD Painting from completing its scope of work, MTD Painting shall be entitled to unilaterally terminate the Agreement with no further liability to Association and/or Owner(s) hereunder or otherwise. MTD shall submit a written change order accompanied with supporting documentation regarding the need and costs associated with the concealed condition. The change order must be signed by both parties.
10. **Color selection:** All colors must be signed off and approved before a project can commence prior to starting the project, and for signed approval, the owner(s) will designate an area of a building on which MTD Painting apply a paint sample of the chosen final color and finish. Any color selection that requires a second coat aside from sealer and first coat will incur additional charges to the price in this agreement (if the second coat is not included in the inclusions). Any special distribution of colors, *i.e.*, where specific colors go on surfaces, must be confirmed in writing between the parties as well. The agreed upon commencement Date must be honored by having color selections timely completed by the Association.
11. **Agreement Provisions:** This proposal is in effect for thirty days (30) from this date. If this proposal is accepted, but MTD Painting have not received authorization from the Association and/or Owner(s) to commence their scope of work within six (6) months of accepting this proposal in writing a re-inspection of the property and re-quoting of the price for the scope of work will need to be conducted and provided by MTD Painting to account for any changes in material prices.
12. **Insurance & Liability.** MTD Painting agrees to submit certificates of insurance covering liability property damage and worker's compensation coverage, which shall be kept in force during the entire course of the work. MTD Painting, during the term of this Agreement shall obtain and maintain policies of insurance, in which the Association shall be named as an insured, in the form of coverages as indicated: Policy of comprehensive public liability insurance, which shall include completed operations hazards, with limits not less than two million (\$2,000,000) dollars for damages incurred by the person for any one occurrence, and not less than two million (\$2,000,000) dollars for damages incurred or claimed for and one occurrence, and not for less than two million (\$2,000,000) dollars for property damage per occurrence. Workers compensation insurance in limits required by statute. Owned or non-owned auto liability with limits set forth herein. Copies of the certificates of insurance for each of the policies listed above shall be furnished to the Association prior to the commencement of the work to be performed by MTD Painting pursuant to this Agreement. No policy of the insurance as required herein shall be replaced or canceled without 30-day prior written notice thereof to be sent to the Association.
13. No work shall commence under this proposal until it has been duly executed and become a binding contract. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work, including compensation for the Association Representative's additional services made necessary thereby, such excess shall be paid to MTD. If such costs exceed the unpaid balance, MTD shall pay the difference to the Association. This provision shall in no way limit Association's right to claims for any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.
14. **Attorneys' Fees.** Upon any default by client hereunder of any payment obligations owed to MTD Painting hereunder, MTD Painting's reasonable attorneys' fees and costs incurred in collecting amounts owed and otherwise enforcing their rights hereunder and under applicable law shall be chargeable to the client, including those expenses incurred in any appellate and/or post-judgment proceedings Waiver of Jury Trial. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.



MTD PAINTING & CONSTRUCTION CORPORATION

The Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Agreement shall be brought only in a court of competent jurisdiction in Broward County, Florida

15. **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT. ANY OF THE PARTIES HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF SUCH PARTY'S RIGHT TO TRIAL BY JURY.**
16. MTD Painting are not responsible or liable for any and all claims, injuries or damages of whatever nature involved in the following situations:
1. Application of deck paints to areas that have been previously painted, coated or resurfaced.
 2. Painting associated with stairs, the coating of stairs, steps, catwalks or any other walkable surface.
 - a. *Note: Notwithstanding the foregoing, MTD Painting provide skid- free finishes on the surfaces set forth in this sub section 2
 3. Latent, undisclosed and undiscovered Roof leaks, broken tiles and cracked tiles that exist prior to performing the job contemplated herein.
 - a. *Note MTD Painting shall make an inspection for cracked and broken roof tiles prior to performing any services set forth herein and shall notify the Association of same prior to commencement of work.
 4. Slip and falls on painted surfaces containing skid-free surfaces.
 5. Slip and falls caused by equipment that has been conspicuously and carefully placed by MTD Painting and upon notices of work provided to Owner(s) on the premises (i.e., marked off areas) while performing its duties contemplated herein.
 6. Applications of paint to sidewalks and common area walkways (i.e., lead-in sidewalk and those leading to common areas) that have been previously painted, coated or resurfaced.
 7. Damages caused by paint on clothing when it is obvious that painting is in progress.
 8. Damages, injuries or claims of poor paint adhesion, durability, or aesthetics caused by prior-existing water collection areas (i.e., door mats, plants, etc. left outside over an extended period).
 9. Acts of God or Forces of Nature.
 10. Prior existing construction defects of any kind.
 11. Movement of building or foundation causing new stress cracks to appear, thereby causing water intrusion and related problems to occur after the paint coating has been applied;

The General Contractor and Owner(s) hereby release and agree to hold, MTD Painting and their workers harmless from any and all claims, injuries, lawsuits, proceedings or damages arising from or in any way related to any of the foregoing listed situations.

MTD Painting sincerely appreciates the opportunity to submit the foregoing proposal. If we can be of any further assistance, please do not hesitate to contact us at 833-350-9300.

CUSTOMER AGREES

MTD Painting is prepared to perform the above services for the sum of:

***** \$44,100.00*****

****Any additional Painting not included in this contract will require an additional charge. In the event that this occurs, the General Contractor or Owner will be made aware of the condition and the fee to remedy the situation.*

OPTION	PRICE	INITIALS
Stucco repair (Price per SF)	\$26.00P/SF	
Remove existing decorative poles. Stucco repair areas were required up to 200 SF.	18,900.00	

MTD_____
CUSTOMER_____



MTD PAINTING & CONSTRUCTION CORPORATION

Dispose debris		
Permits not included		
Design drawings are not included.		
Final coat upgrade using Latitude	\$2,000.00	
Additional coat due to drastic color change	\$8,600.00	
Paint window frames and door frames on front unit entrances. (Price per store)	\$650.00 P/U	
Laser Blast Rusted decorative pipes around both buildings	\$11,300.00	



ESTIMATE



Prepared For

Patrick Burgess
5385 N. Nob Hill Road
Sunrise, Florida 33351
(954) 721-8681
(540) 303-9619

Mark Sawyer

21440 Millbrook Ct
Boca Raton, FL 33498
Phone: (954) 994-7876
Email: marksawyer@premiumpainters.com
Web: PremiumPainters.com

Estimate # 3606
Date 02/18/2024
Business / Tax # 83-0953920

Description	Rate	Quantity	Total
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Buildings Exterior Preparation	\$7,100.00	1	\$7,100.00
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Pressure clean, wash exterior surface areas to be painted.
Approx. 71,000 sq.ft. surface areas cleaned @ \$0.10 sq.ft.
Includes pressure cleaning roof parapets & 4 metal roof awnings.
Garbage dumpster enclosures - 1080 sq.ft. wall surfaces cleaned.
Use ConSeal stucco patch on minor stucco cracks and holes.
Customer to cut back all bushes and trees before preparation.



Paint Buildings Exterior	\$63,900.00	1	\$63,900.00
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Approx. 71,000 sq.ft. total surface area painted @ \$0.90 sq.ft.
Prime coat - SW Loxon Primer Conditioner. (approx. 180 Gallons)
Finish Coats (2) - SW Latitude Acrylic Latex. (approx. 360 Gallons)
Exterior stucco walls, 20 previously painted metal entry doors & frames.
Previously painted electrical conduits, electrical covers, utility pipes.
Trim & Flashings, downspouts, gutters, 4 large metal roof awnings.
14 large roll-up metal garage doors, treat any rust on doors & frames.
Includes garbage dumpster enclosures - 1080 sq.ft. wall surfaces.



Decorative Metal Piping Primed & Painted

\$3,975.00

1

\$3,975.00

Prime & paint all decorative metal piping trim.
Approx. 1060 Lft metal piping priced @ \$3.75 per Lft.
Ensure all metal piping is repaired & paint ready.
All surface enamel - DTM bonding primer.
Repainted with Industrial enamel DTM gloss (2 Coats).



Subtotal

\$74,975.00

Total

\$74,975.00

Payment Schedule

Deposit: (33.34%)	\$25,000.00
2nd draft - 50% completed: (33.34%)	\$25,000.00
Completion & punchout: (33.31%)	\$24,975.00

Notes:

Good afternoon Patrick,

Thank you for considering Premium Painters as one of your options for this project.

Premium Painters Cost Estimate:

Quote : 5385 N. Nob Hill Road - Exterior Painting Project - 2 Buildings

Items : - Hrs. 1214.0 h - Materials : \$14,275 - Labor : \$60,700

Painting Quote Estimated Materials Cost - 71,000 SF @ \$14,275

Cost of related materials, supplies to paint including : Latex paint, stains & primers.
Satin finish options. Surface repair, preparation, primers, cleanup supplies.

Painting Quote Estimated - Labor Basic - 71,000 SF - 1214.0 h @ \$60,700

Prep up to 1 hr. per 200 SF - scrape and patch. Up to 4 defects per 100 SF.
Spray / Roll 2 coats of paint or concrete stain and cut.

Total Project Cost : \$74,975

Average Cost per SF Area : \$1.06

My contractors license, liability insurance documents, references & information is attached.
The estimate is competitive and I believe it will compare favorably with your other estimates.
Please contact me directly if you have any other questions regarding this estimate.

Respectfully,

Mark Sawyer

Premium Painters of Broward

www.premiumpainters.com























Top quality
at a fair price

4755 NW 103 AVE BAY 16
Sunrise, FL 33351
PHONE: **954 746 2246**
FAX: (954) 572 1897
sales@millenniumpaintingfl.com

www.millenniumpaintingfl.com

Licensed & Insured
Lic. #CC-03-10972P
Lic. #CC-05BS00137
Lic. #CC-09-10442
Lic. #CC-20240

Family Owned and Operated
References Available



PROPOSAL

SUBMITTED TO: PATRICK BURGESS	HOME PHONE:	DATE: 02/13/2024
STREET: 5385 N NOB HILL RD	WORK PHONE:	CELL PHONE: 540-303-9619
CITY, STATE & ZIP CODE: SUNRISE, FL 33351	ESTIMATE PREPARED BY: MARCOS SOSA	

EXTERIOR BUILDING PAINTING

- (OK) Pressure Clean All Walls, Trim, Doors and Gutters. Use of a bleach and detergent solution on the areas needed on the building.
This will remove mildew, algae, dirt, wall chalk and salt deposits. **Customer must trim any plants at least 1 foot from the wall.**
- (OK) Failing paint will be removed with hand scrapers on flat surfaces and wire brushes on cedar or rusting areas.
- (OK) **Apply** 100% Acrylic clear Masonry Sealer or Primer. This is to cover old paint and to help the paint to adhere better. (1 coat)
New stucco or new wood needs a different primer process (extra charge)
- (OK) Fill all structure hairline cracks with elastomeric patch.
- (OK) Joints and seams allowing exterior moisture entry will be caulked anywhere that wood meets wood.
Windows and doors will be caulked with a top grade siliconized latex caulk where needed.
- (OK) All painting on the wood trim will be applied by hand and worked into the wood grain. (where needed)
- (OK) **Apply** Acrylic Flat or Satin Latex paint to stucco (100% Acrylic.) (1 Coat.) Sherwin Williams Superpaint. (back rolling if needed)
- (OK) **Apply** Satin latex paint to all trim, doors and bands. (One Coat) (100% Acrylic.) Sherwin Williams Superpaint.
- (No Window Frames, Rails or Exterior Hardware.) (French doors, shutters, fences, gates made out of: Wood, metal, concrete or plastic is excluded. They will be charged extra upon customer request.)
 - If customer requests the soffit or any ceiling to be different color than the walls, it will be charged extra.
 - Flashing, trim and gutters are to be painted the same color. (Extra for any color variations.)
- (OK) Color of your choice (up to 2 colors).
- (OK) Extensive tarping of all surfaces to be worked over. Will be done with canvas and plastic tarps.
Also, tape and paper will be used to protect any areas where tarps would be impractical.

Optional: 4 METAL AWNINGS, AL DOORS AND METAL GATES ARE INCLUDED.

WINDOW FRAMES PAINTING \$350 E/SET

SHERWIN WILLIAMS SUPERPAINT (10 YEAR WARRANTY)

\$: 53,800

PAYMENT TO BE MADE AS FOLLOWS:

► **Deposit of 30% of the total amount charged for the job is due prior to starting. the remaining 70% is due upon completion of job.**

Returned Check Fee: \$50.00 - Credit Card Fee: 3.5%

All materials are guaranteed to be as specified. All work to be completed in A workmanlike manner according to standard practices. Any alteration or Deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above The estimate. All agreements contingent upon strikes, accidents or delays Beyond our control.

Price on proposal is subject to change if the property is modified or if any reparation is done

ADDRESS:

**4755 NW 103 AVE
SUNRISE FL 33351**

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Upon canceling this contract I will be charged and I agree to pay 30% of a total maximum price. This is a binding contract. Legal action will be taken Against me upon my failure to remit payment.

Company signature _____

Signature: _____

Date: _____

Nob Hill Business Center Condo Association

*June 20th, 2024 10:30 AM ET
Meeting Agenda Packet*

ADA Compliance Project Proposals

Agenda Topic

#5C:

- ***Discussion of Proposals for the ADA Compliance Project***

<i>Vendor 1 of 3 – 3-D Paving</i>	<i>\$66,617</i>
<i>Vendor 2 of 3 – Atlantic Southern Paving and Sealcoating</i>	<i>\$82,915</i>
<i>Vendor 3 of 3 – Florida Blacktop Inc</i>	<i>\$97,700</i>

3-D PAVING



2801 N. University Drive Suite 302 Coral Springs, FL 33065 1 855 735 ROAD (7623)

Proposal

ADA Modifications @ Nob Hill Business Center

Nob Hill Business Center

5391 N Nob Hill Road
Sunrise, Florida. 33351

Prepared For

Governmental Management Services- South Florida, LLC

ATTN:Patrick Burgess
5385 N Nob Hill Road
Sunrise, Florida. 33351
OFC: (954) 721-8681
EMAIL: pburgess@gmssf.com



Demo and Concrete for Landscape Areas (Up to 360 SF @ 4 Locations)

Saw-cut and remove existing concrete using a professional-grade wet-saw
Form and pour 4" sidewalk using 3000 psi concrete
Broom-finish surfaces to reduce slippage
Strip forms and clean once concrete cures

\$7,920.00

Warning Detectable Mats (Up to 8x Locations)

Furnish and install 8x ADA warning mats

\$3,800.00

Handrail Installation (Up to 30 LF @ 1 Location)

Furnish and install ADA compliant handrails on concrete ramp

\$3,600.00

Asphalt Leveling (Up to 4,302 SF)

Saw-cut and remove damaged asphalt where necessary
Remove obstructing roots where necessary
Properly dispose of any removed materials
Preparation and cleaning of surface area, including grading
Apply DOT approved tack coat to surface which ensures asphalt adheres to surface
Apply up to 2.0" of compacted DOT approved hot mix asphalt
Compact with a 3-5 ton vibratory roller
Complete tie-ins to existing asphalt to create a smooth transition
Asphalt will remain in ADA compliance in these locations

\$25,812.00

Concrete ADA Modifications (Up to 1,050 SF @ 7 Locations)

Saw-cut and remove existing concrete using a professional-grade wet-saw
Form and pour 4" sidewalk using 3000 psi concrete
New concrete sidewalks and ramps to be ADA compliant
Broom-finish surfaces to reduce slippage
Strip forms and clean once concrete cures

\$23,100.00

Striping Pavement Markings



Utilizing F.A.A. and D.O.T. approved traffic paint, we will (re)stripe the existing:- 2 phases

10- Wheelstops, Stockpiled and repositioned

5- ADA parking stalls

5- Single Stall Lines

5- ADA Signage

100 LF- 12" White Striping

**No thermoplastic quoted on proposal

\$2,385.00



Service Breakdown

Demo and Concrete for Landscape Areas (Up to 360 SF @ 4 Locations)	\$7,920.00
Warning Detectable Mats (Up to 8x Locations)	\$3,800.00
Handrail Installation (Up to 30 LF @ 1 Location)	\$3,600.00
Asphalt Leveling (Up to 4,302 SF)	\$25,812.00
Concrete ADA Modifications (Up to 1,050 SF @ 7 Locations)	\$23,100.00
Striping Pavement Markings	\$2,385.00
Grand Total	\$66,617.00

Acceptances of proposal

We would like to thank you for the opportunity to visit your property and the possibility to earn your business. We are committed to providing our customers with great service and workmanship on all of our projects. Our commitment to customers is why we always warranty our projects and stand behind our work.

To proceed with our proposal please execute below and return to 3-D Paving and Sealcoating, LLC via e-mail. Upon execution this proposal becomes a binding contract. Customer acknowledges it has read this entire document including "General Terms and Conditions" and "Service Terms and Conditions".

Payment Terms: 40% Deposit Due Upon Signed Contract, 60% Due Upon Completion.

This proposal expires thirty (30) days from the presented date hereof, but may be accepted at any later date at the sole option of 3-D Paving.

3-D Paving
Authorized By: Steven Devito
Title:Pavement Consultant

Steven Devito

Presented Date: May 01, 2024

Governmental Management Services- South
Florida, LLC

Accepted By:_____

Name , Please print

Title:_____

Signature:_____

Date:_____

Nob Hill Business Center 5391 N Nob Hill Road Sunrise,
Initials _____



General Terms and Conditions

WARRANTY:

- 3-D Paving & Sealcoating guarantees all work performed for up to 1 year from completion.
- 3-D Paving & Sealcoating will not be responsible for damaged caused by individuals entering the construction zone once area is marked and barricaded.
- New Asphalt Overlay warranty is dependent upon existing foundation. 3-D Paving & Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
- Hiring party is responsible for blueprints, plans, engineering, layout, testing, bonds and as-builts by others. 3-D Paving will perform its work in accordance the design provided by others, including slopes, drainage, and code compliance.

WORK TERMS:

- It is understood and agreed that all work is performed "weather permitting".
- This proposal is based on work being completed during the hours of 7:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
- Owner agrees to pay asphalt over-runs at \$165.00 per ton if leveling is required for surface drainage or low-lying areas.
- If a job is scheduled and customer postpones/cancels with less than 48 hours? notice a \$500.00 cancellation fee will be charged.

PERMITTING

- Permit fees billed as actual.
- Processing/Expediting fees billed in addition to the cost of permit: \$750 minimum.
- Trip charges that exceed \$750 processing fee will be at \$150 per trip. This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction.
- If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

PAYMENT:

- Change orders, additions or extras requested by Hiring Party, Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All change orders shall be paid when the work of the change order is performed,
- The prices used in this proposal are based on the condition that all work quoted will be accepted in total, 40% Deposit is due upon signed contract. 60% is due at completion.
- 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
- Any unpaid balance after thirty (30) days after receipt of invoice shall bear interest from that date forward at the prevailing legal rate of interest, 1.5% per month, 18% per annum.

DISCLAIMERS:

- Conflicts with irrigation, electrical and utilities are to be repaired by owners at their expense.
- This proposal, including all terms and conditions, shall become a legally binding attachment and incorporated by reference into any contract entered into between 3-D Paving & Sealcoating and the Hiring Party.
- The parties agree and consent that the terms stated herein are a full and complete integration of all material terms and no previous terms, oral or written, that are not contained herein are not a part of this contract.
- In the event of a dispute regarding this contract, the Hiring Party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is resolved.
- In the event of a dispute regarding this contract, the proper venue is the Seventeenth Judicial Circuit of Florida in and for Broward County, Florida. This contract shall be governed by, and construed and enforced in accordance with the of the State of Florida.

Nob Hill Business Center 5391 N Nob Hill Road Sunrise,
Initials _____



Service Terms and Conditions

ASPHALT:

- Asphalt services carry a 1-year warranty.
- Additional mobilizations will be billed at \$1,250.00 for repairs, \$4,500.00 for paving, and \$6,000.00 for milling. Twist marks from tires are natural and will wear out over time. Please refrain from turning wheels in park or neutral for first 2 weeks after asphalt work is completed. 3-D Paving cannot guarantee complete removal of all millings from surrounding landscaping. This asphalt poses no long-term threat to plant-life.
- 3-D Paving cannot guarantee no tack over-spray or tracking through unpaved areas.
- 3-D Paving is not responsible for reflective cracking of new asphalt after milling & re-paving or asphalt overlay due to the cracked condition of the existing asphalt pavement.
- 3-D Paving & Sealcoating will not be responsible for asphalt repairs thicker than 2". Any asphalt repairs thicker than 2" will be charged as a change order to the Owner.

SEALCOATING:

- Sealcoating carries a 1-year warranty on workmanship and material.
- Additional mobilizations billed at \$1,500.00 for sealcoating.
- Some sealer overspray near landscaping is natural and will disappear after the next round of lawn-care services. Twist marks from tires are natural and will disappear over time. Please refrain from turning wheels in park or neutral for first 2 weeks after sealcoating work completed.
- Cracks will still be visible after sealcoating.
- Sprinklers should be turned off 24 hours prior to service and no sooner than 48 hours after work is completed. Please also avoid scheduling landscaping services or fertilization during sealcoating schedule.

CONCRETE:

- Concrete services carry a 1-year warranty.
- Additional mobilizations billed at \$1,975.00.
- 3-D Paving & Sealcoating is not responsible for concrete discoloration caused by water during the curing process.

PAVEMENT MARKINGS:

- Pavement markings carry a 1-year warranty.
- Additional mobilizations billed at \$750.00 for pavement markings.
- 3-D Paving & Sealcoating recommends replacing Reflective Pavement Markings (R.P.M) in sealcoated area. However, if owner chooses to keep them, we cannot guarantee that sealer will not get on them (R.P.M), even though we tape them prior to sealing.
- 3-D Paving & Sealcoating cannot guarantee complete removal of broken Reflective Pavement Markings (R.P.M) without damaging surface underneath.

ALL SERVICES:

- No services can be performed in the rain, or when it has recently rained. If it's raining the day your work is scheduled, assume we aren't coming, and we will contact you ASAP to reschedule. If it has rained the night before, or if it is scheduled to rain later that day, we will contact you first thing in the morning to alert you of any scheduling changes.
- Once barricaded areas are established, 3-D Paving & Sealcoating is not responsible for damage to work areas caused by trespassing beyond barriers.
- If any vehicles are still in the area where work is to be performed when our crews arrive, they will be towed at owner's expense.

Pavement Maintenance Proposal

Nob Hill Business Center Condo Association

Patrick Burgess

Project:

Nob Hill Business Center Condo Association

5385 N Nob Hill Road
Sunrise, Florida



Our Company

Company Info



Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313

P: 954-581-5805
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

Ronnie Sagman
Senior Account Manager
ronnie@atlanticsouthernpaving.com
Cell: 954-214-1844
Office 954-581-5805 Ext 209

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

FDOT Certified Contractor

Asphalt Paving & Striping

1. The area under consideration for repair(s) comprises of 5,420 square feet of deteriorated pavement.
2. There exist 6 areas of repair.
3. Sawcut and remove damaged asphalt.
4. Install and compact 70 tons of limestone rock.
5. **Pavement Installation:** Apply DOT approved tack coat to promote adhesion between existing asphalt base and new hot asphalt.
6. **Pavement Installation:** Apply DOT approved hot mix asphalt compacted to an average of 1.5 inches.
7. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
8. **Compaction:** Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.
9. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
10. **NOTES:**
Raise (6) locations for ADA compliance as shown in diagrams below
11. **Striping & Signage:**
Striping of parking spaces affected by asphalt paving included
Deliver and install 5 new handicap signs and posts - 3 part signs
Stripe thermoplastic walkways per detail below

Total Price: \$30,415.00

Concrete Sidewalks & Curbs Installation

1. We have identified 14 area(s) comprising approx. 1,850 sq. ft for a new concrete surface.
2. Sawcut and remove damaged sidewalk.
3. **New Concrete Sidewalks & Ramps:**
We will form, place and finish 6 inches of 3,000 psi concrete. Control & Expansion joints will be installed as necessary.
Includes 6 ADA Ramps
4. **ADA Tiles:**
Deliver and install 8 new cast in place ADA tiles each measuring 2' x 5'
5. **Concrete Curb:**
Pour and finish type D 18"x6" curbing, up to 215 LF using 3,000 psi concrete includes thickened edge curb for ramps.
6. **Finish:** The final finish of the new concrete surface will be Brush-Finished. If you desire a different finish, please let us know prior to the acceptance of this proposal.
7. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
8. **NOTES:**
There are areas in sheet 2 (North & South crossover areas) below where the new ramps will be installed. The existing sidewalks in these areas are not to ADA 2% grade and therefore the transitions may not meet ADA compliance per the drawings provided. ASP recommends extending the ramps and sidewalk transition beyond the projected scope detailed in these plans.
Any additional work will be priced as a change order if required.

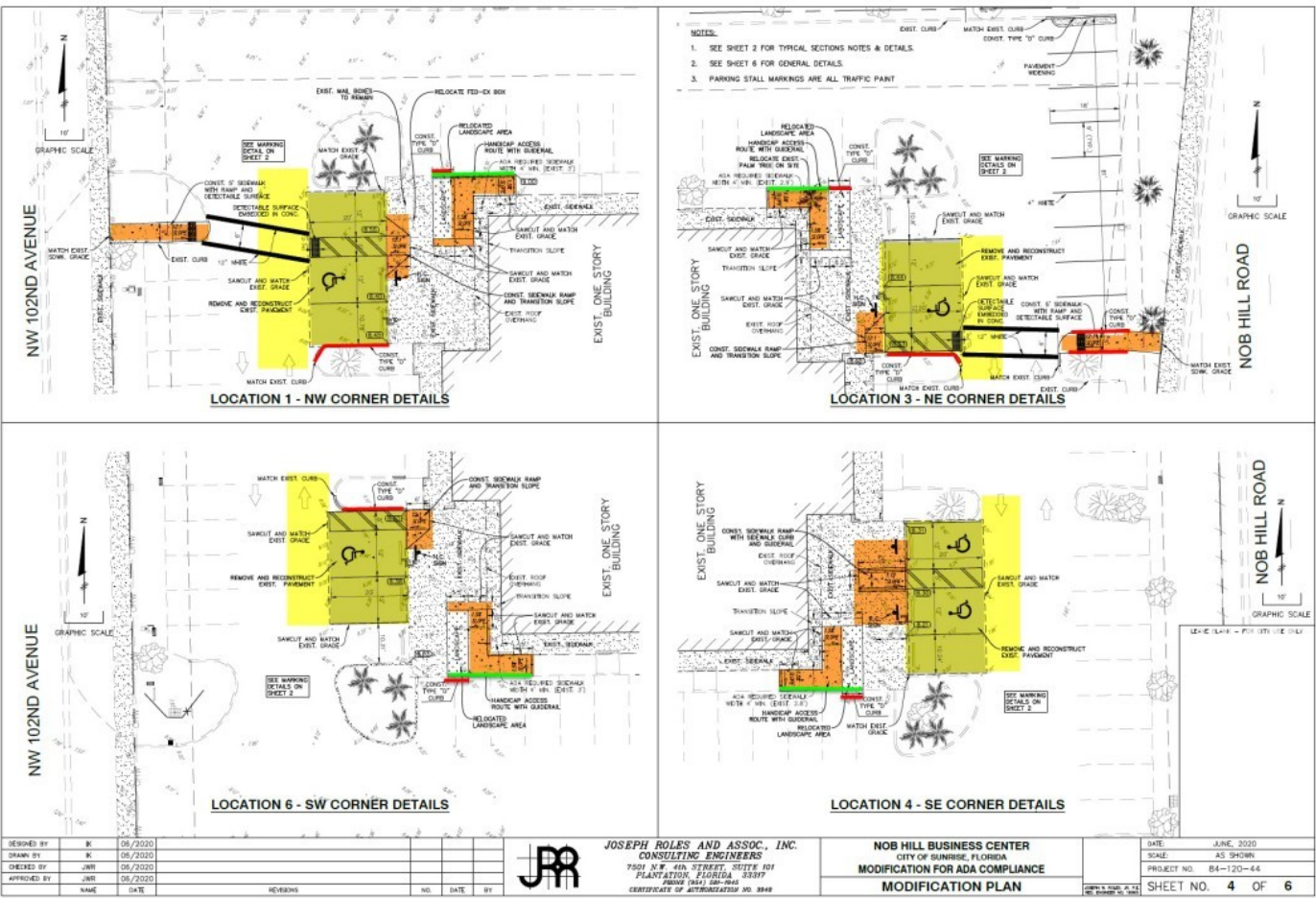
Total Price: \$38,500.00

Railings

1. Install railings in 4 locations up to 100 LF includes top bar and middle bar

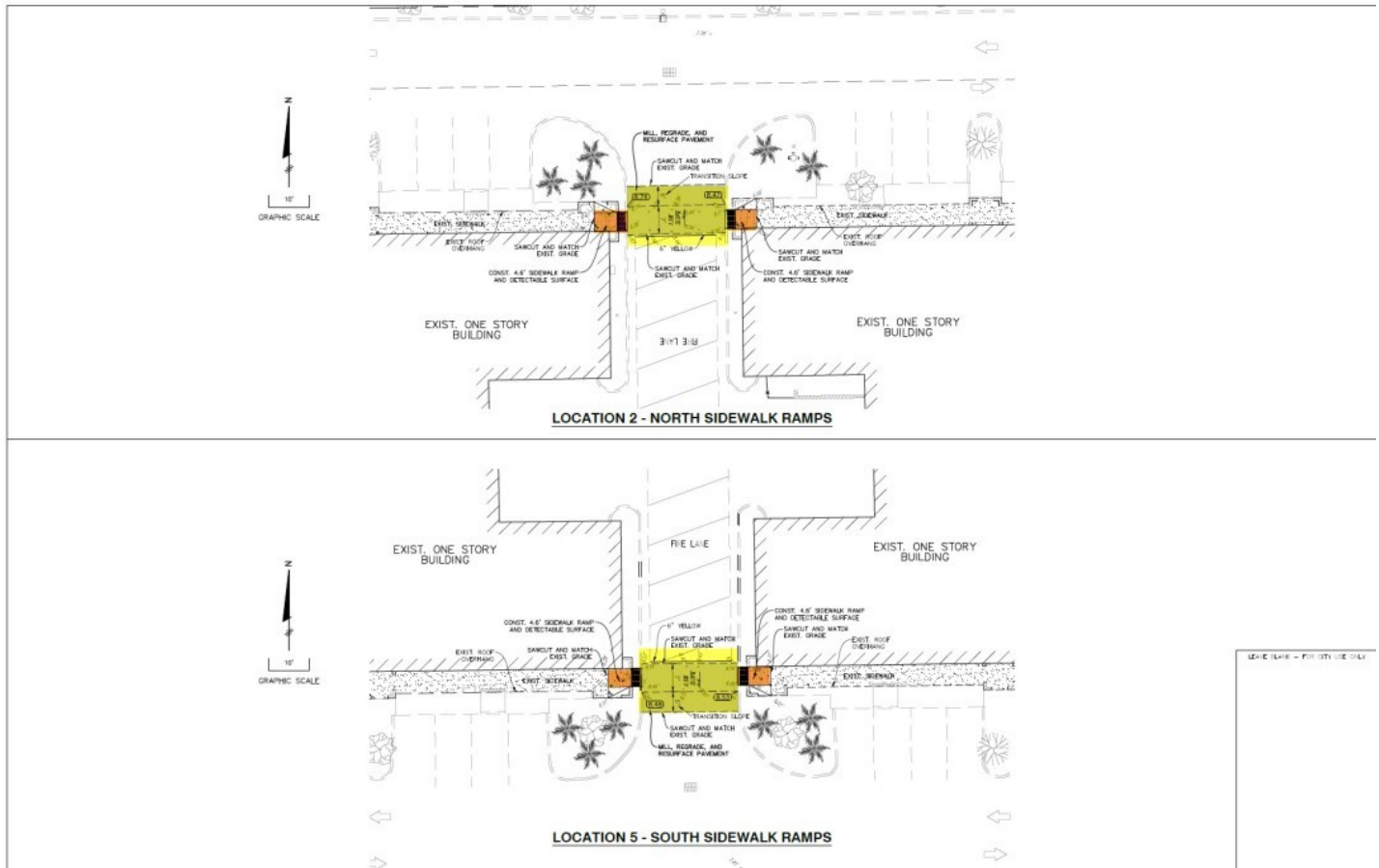
Total Price: \$14,000.00

Site Plan Sheet 1



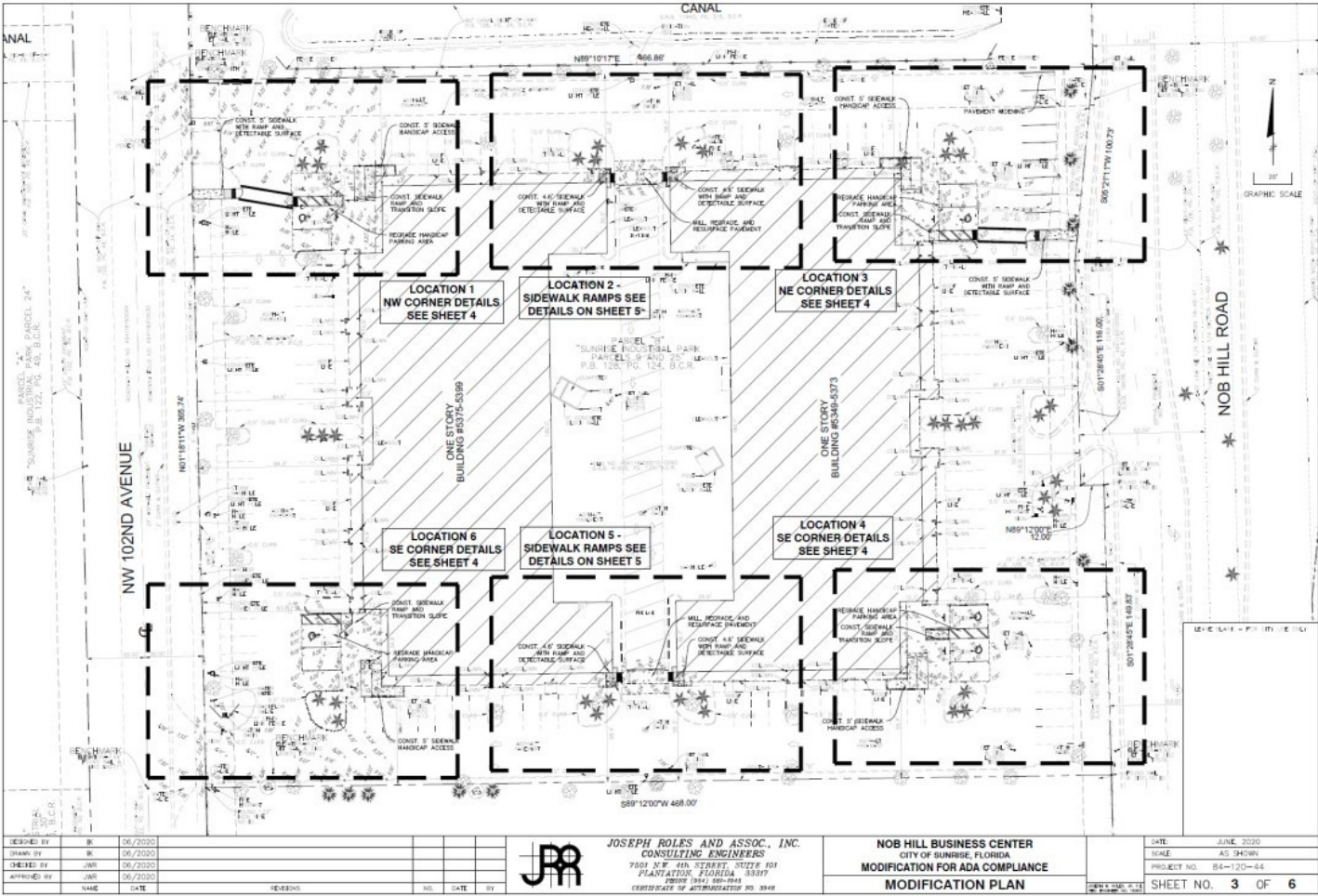
Notes:

Site Plan Sheet 2



Notes:

Project Locations



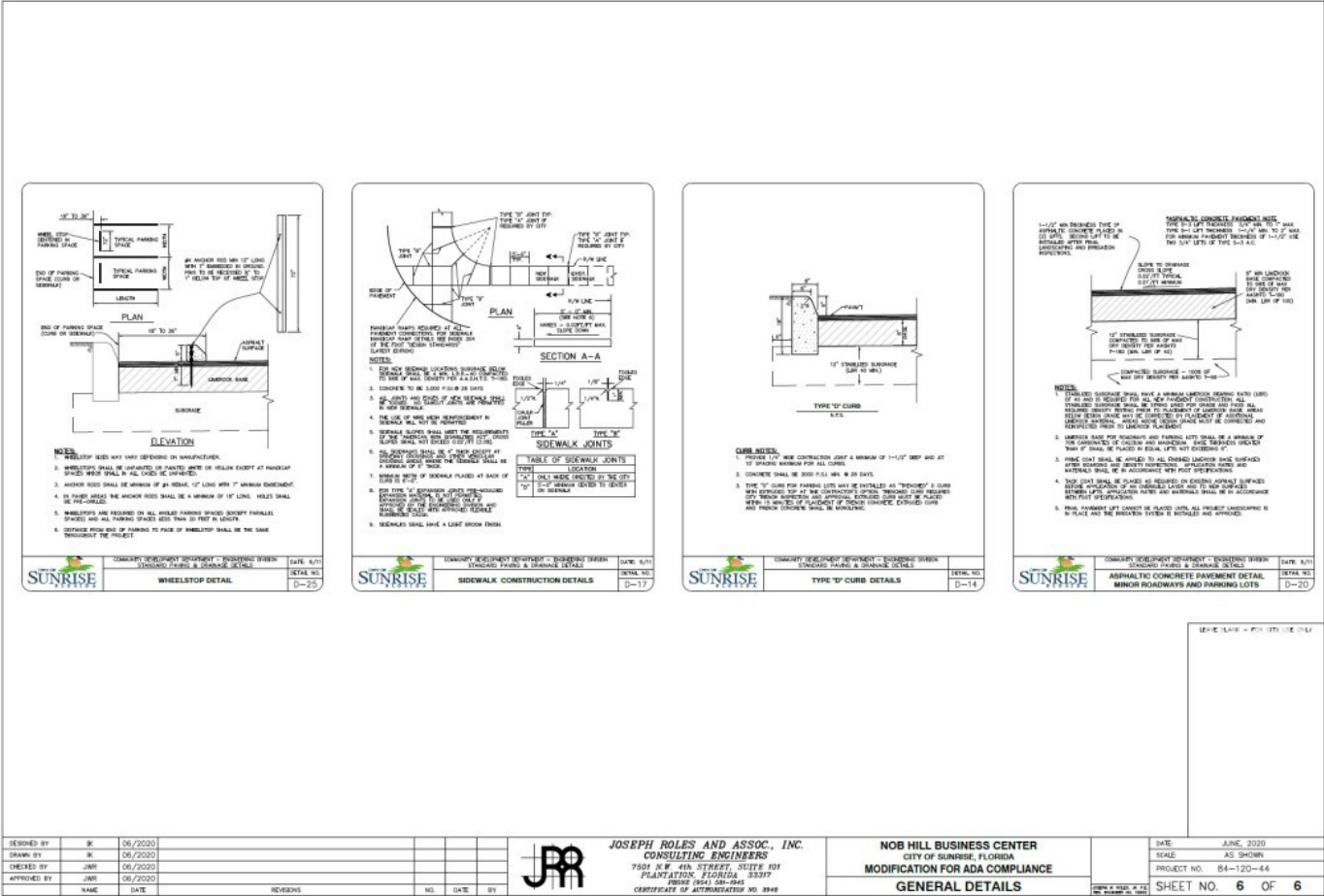
Notes:

Google Earth Sky View



Notes:

Details



Notes:

Notes:



Price Breakdown: Nob Hill Business Center Condo Association



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on April 10, 2024.

Item	Description	Cost
1.	Asphalt Paving & Striping	\$30,415.00
2.	Concrete Sidewalks & Curbs Installation	\$38,500.00
3.	Railings	\$14,000.00
Total:		\$82,915.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____



Patrick Burgess | Property Manager
Nob Hill Business Center Condo Association
Nob Hill Road
Sunrise, Florida 33322
pburgess@gmssf.com
C: 540-303-9619
O: 540-303-9619

Ronnie Sagman | Senior Account Manager
Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313
E: ronnie@atlanticsouthernpaving.com
C: 954-214-1844
P: 954-581-5805 Ext 209
F: 954-581-0465
<http://www.atlanticsouthernpaving.com>

Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$800.00**

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to car stops that have not been pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$2,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
16. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
17. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of**

new asphalt overlay due to the cracked condition of the existing asphalt pavement.

18. Owner agrees to pay asphalt over-runs at \$175.00 per ton.
19. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton
20. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
21. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
22. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
26. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
27. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
28. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
29. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
30. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Sealcoating Commercial | Owners Resp & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$1500 for Sealcoating)***
2. **Cleaning:** Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
3. **Cracking:** cracks in pavement will still be noticeable after Sealcoating
4. **Lawn Fertilization:** should not be installed seven days before or after service.
5. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
7. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings*** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
8. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving.

We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.

9. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Please click any of the links below to view and print all documents.

Company Attachments

[COI 2024](#)

PROPOSAL / CONTRACT



Florida Blacktop, Inc.

1287 W. Atlantic Boulevard

Pompano Beach, FL 33069

Contact: Paul Emmans

Phone / Fax:: Ph: (954) 943-9700 / Fax: (954) 943-9222

E-Mail: paul@floridablacktopinc.com

Quote To:

Company:

Address:

Phone:

Fax:

Email:

Patrick Burgess

Governmental Management Services

5385 N. Nob Hill Road

Sunrise, FL 33351

954-520-1515

pburgess@gmssf.com

Job Name:

Job Location:

Date of Plans:

Revision Date:

Nob Hil Business Center

5385 N. Nob Hill Road

Sunrise, FL 33351

June 2020

na

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	EA	22,124.72	22,124.72
	Pricing is based on florida blacktop working simultaneously in all areas. If this is unacceptable we can reprice to do the work in phases.				
21	Demo concrete sidewalk	1,074.00	SF	2.49	2,674.26
22	Strip organics & excavate for new sidewalk	46.00	SY	26.28	1,208.88
23	Strip asphalt	320.00	SY	13.85	4,432.00
24	Excavate for 8" base in parking area	86.00	CY	90.00	7,740.00
25	Demo D-Curb	65.00	LF	6.58	427.70
	Strip asphalt in lieu of milling	65.00	SY	13.85	900.25
30	Regrade Existing base, compact & prime	320.00	SY	16.54	5,292.80
31	Overlay at S and N areas	65.00	SY	58.69	3,814.85
32	Pave 1" SP asphalt + Prime	320.00	SY	26.80	8,576.00
90	6" Concrete Ramps & Sidewalk + Stab subgrade	575.00	SF	14.24	8,188.00
91	D-Curb	86.00	LF	65.87	5,664.82
92	Thickened Edge	64.00	LF	65.87	4,215.68
93	4" Concrete Sidewalk + Stab subgrade	668.00	SF	9.49	6,339.32
98	Aluminum Pipe Rail	107.00	LF	98.06	10,492.42
	<i>Landscape and tree relocates by others</i>				
	<i>Striping is Traffic paint</i>				
205	12" Line	107.00	LF	3.01	322.07
206	6" line	40.00	LF	1.69	67.60
207	ADA stall	5.00	EA	225.90	1,129.50
208	ADA sign	5.00	EA	604.34	3,021.70
209	Parikng stall	5.00	EA	17.32	86.60
210	Concrete Wheel Stop	10.00	EA	98.00	980.00

GRAND TOTAL

\$97,699.17

NOTES:

Exclusions: Bond, Maintenance of Traffic (MOT), Engineering, Layout, Testing, Dewatering, Permit Fees & Permit Expediting fees, As Builts, Asbestos Removal, Costs due to Conflicts & Well Pointing.

Be advised that any utility not covered or located by sunshine are the responsibility of the property owner. Such items include but are not limited to the following. existing electric, cable, water, irrigation septic.

FBT is Florida Blacktop, Inc.

We cannot be responsible for breakage of car stops upon removal due to prior condition, but will replace broken car stops at a unit price of \$80.00 each, not included in proposal. We will attempt to improve the existing site drainage, but due to the existing conditions and elevations of the asphalt, we cannot guarantee to eliminate all standing water. Existing cracks with vegetation growing should be prepared with a weed killer such as "Round Up" for several treatments before we arrive on the job. All material and workmanship is warranted for one year from the date of invoice. Large cracks in the existing asphalt may reflect through the new asphalt in time. It is the customer's responsibility to have the cars stop pressure-cleaned before paving is to start. Due to the uncertainty of the liquid index for asphalt, our prices may be subject to re-negotiation upon more than 5% movement in the liquid price. The liquid asphalt price will be based on the current F.D.O.T. Index

MOT, if included in this bid, pertains to work items by Florida Blacktop, Inc. Florida Blacktop, Inc. is not responsible for maintaining mot for any other trades or work items other than those items specified in this contract.

Any person/contractor that moves or alters traffic control devices assumes responsibility for returning traffic control devices back to their original configuration and condition and shall be responsible for the effects of interfering with traffic control devices.

Mobilization: This Proposal is based upon one mobilization. Any Remobilizations will be charged at \$1200.00 each.

Terms: Net cash upon completion of work, or on completion by Seller of each phase of the work, unless other terms are specified above. The Buyer agrees to pay seller all costs incurred in collecting or attempting to collect monies owed for goods sold or services rendered pursuant to this proposal-contract, including interest and attorneys' fees, interest charges due to delayed payment shall be computed at the maximum rate allowed by law. This proposal-contract is at all times subject to credit approval by Seller.

Florida Blacktop, Inc. has devoted time, money and resources toward the preparation of this bid and as consideration therefore its submitting this bid to "buyer" with the express understanding and agreement of the parties that in the event the "buyer" in any way uses Florida Blacktop, Inc.'s bid such as figures contained therein for purposes of shopping the bid with third parties and/or divulging information contained in the bid to third parties similarly competing with Florida Blacktop, Inc. for the work at issue and/or incorporating any portion of Florida Blacktop, Inc.'s bid in correspondence with third parties competing or in any way involved with the construction work on the project at issue such action(s) shall in all instances constitute acceptance of Florida Blacktop, Inc.'s bid and shall create a binding contract between the parties consistent with the bid documents

Quantities: The quantities stated above are approximate only. Payment for work performed hereunder will be made according to actual quantities of work performed as determined by field measurement, unless otherwise stated above. Where actual quantities decrease more than 10%, Seller has the option to add the actual variance-percentage to the invoice, as a separate item or to increase the unit price by the actual variance.

In The event that any other contract is executed after or contemporaneously herewith, it is expressly agreed that the terms hereof shall govern and be considered a controlling part of all subsequent documents, whether or not signed as long as this proposal is incorporated by reference into the contract.

Acceptance: On behalf of the Buyer, the undersigned accepts this proposal and all of its terms and conditions, and acknowledges and agrees to the terms and conditions on the reverse side hereof. This proposal may be withdrawn if not accepted within 30 days. Prices are based on current material costs and other market factors. Prices are subject to change by Florida Blacktop, Inc. if the contractor delays

Florida Blacktop, Inc. more than 30 days after the scheduled start date of the items under this proposal, or 30 days after this proposal is delivered if no start date is specified above.

Seller: Florida Blacktop, Inc.

Buyer: _____

By: _____

Title: _____

Date Proposed: _____

By: _____

Title: _____

Date Proposed: _____

Nob Hill Business Center Condo Association

*June 20th, 2024 10:30 AM ET
Meeting Agenda Packet*

Association Parking Rules

Agenda Topic

#5D:

- ***Discussion of Draft Association Parking Rules***

Nob Hill Business Center Condo Association, Inc.

Association Parking Rules and Regulations

- A. The rules and regulations herein shall be referred to as the “Nob Hill Business Center Condominium Association, Inc. Parking Rules and Regulations” or the “Parking Rules.”
- B. No vehicles of any nature shall be parked on any portion of the Nob Hill Business Center Condominium Association, Inc. (the “Association”)-owned property except on the surfaced parking areas specifically designated for parking. Vehicles may not be double-parked in marked parking spaces such that any tire of a vehicle parked in one parking space extends into another parking space.
- C. No vehicles shall be parked within or adjacent to Association-owned property in a manner which damages, blocks, obstructs, or otherwise interferes with the proper functioning of Association-owned or maintained drainage facilities and structures, fire hydrants, or other public utilities.
- D. No vehicles shall be parked within or adjacent to Association-owned property, including alleys or alleyways, in a manner that extends out into the roads or rights-of-way more than 24 inches or in a manner that blocks or impedes traffic; in a manner that impedes or prevents law enforcement, emergency, public utilities, moving, or commercial delivery vehicles from accessing such roads or rights-of-way; or in a manner that blocks a sidewalk or obstructs access to a driveway.
- E. No vehicle that cannot operate on its own power shall remain within the Association-owned property for more than twenty-four (24) hours.
- F. No vehicles with flat, rotted, or missing tires or vehicles that are otherwise inoperable for any reason (for example, a totaled vehicle or a

vehicle without a windshield) shall remain within the Association-owned property for more than twenty-four (24) hours and should be parked at the rear of the Unit.

- G. The enforcement of these Parking Rules may be temporarily suspended or relaxed in whole or in part for specified periods of time (for example, on certain holidays or in the event of an emergency or natural disaster), as determined by the Association's Board of Supervisors in its sole discretion.
- H. Trailers are to be parked in the rear of the respective owner's unit
- I. No commercial vehicle, limousine, boat, trailer—including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description—or camper, may be kept within Association-owned property. For purposes of this rule, the term "commercial vehicle" does not include marked law enforcement vehicles or recreational or personal sports utility vehicles (SUVs) or clean non-work vehicles such as pick-up trucks, vans, or cars if they are used by the owner daily for normal transportation. Notwithstanding any other provision in these Parking Rules to the contrary, the foregoing provisions shall not apply to construction vehicles being used in connection with construction, improvements, installations, or any other property owned by the Association
- J. Oversized vehicles are to be parked in the rear of the respective owner's unit
- K. Parking is strictly for the owners, employees, and customers of the units
- L. Assigned parking spots are for the assigned Unit Owner and violations will result in towing
- M. Association has the right to restrict parking at any time
- N. No vehicle repairs or maintenance, except emergency repairs, shall be permitted over or on any portion of the Association roads, rights-of-way, or other Association-owned property.
- O. Any vehicle parked in violation of these Parking Rules may be towed at the vehicle owner's expense by a towing contractor approved by the

Association, subject to the provisions of applicable ordinances of Broward County and the Florida Statutes.

P.

DRAFT

Nob Hill Business Center Condo Association

***June 20th, 2024 10:30 AM ET
Meeting Agenda Packet***

ADA Handicap Signposts Relocation

Agenda Topic

#6A:

- ***Consideration of Approval with G-Force to Relocate ADA Handicap Sign/Signposts***



ESTIMATE	#20230243
ESTIMATE DATE	May 14, 2024
TOTAL	\$3,305.97

G-FORCE Palm Beach

5385 N Nob Hill Rd
Sunrise, FL 33351

(540) 303-9619
pburgess@gmssf.com

CONTACT US

13741 Oak Ridge Drive
Davie, FL 33325

(561) 847-3475
PalmBeach@gogforce.com

ESTIMATE

Services	qty
Mobilizations - Mobilization - Initial	1.0
Initial Mobilization Fee - Includes Costs for Crew, Transportation, Set-up, and Breakdown. ***NOTE: Additional Mobilization Fee will be Charged at a rate of \$500 if Site is Not Ready for Service at our Scheduled Arrival Time (Excluding Weather Issues).***	
Wheel Stops - Wheel Stop Installation - Rebar	3.0
Remove existing wheel stops, furnish and install new concrete wheel stops secured into ground with 12" rebar.	
Signs - HC RESERVED Sign - In Concrete	5.0
Handicapped Reserved Sign Installation - Concrete Installation of ADA Compliant sign	
Services subtotal: \$3,305.97	
Subtotal	\$3,305.97
Total	\$3,305.97

Nob Hill Business Center Condo Association

June 20th, 2024 10:30 AM ET

Meeting Agenda Packet

Management Services Agreement Transfer Agenda Topic

#6C:

- ☐ ***From the existing:***
***COMMUNITY ASSOCIATION AND LIFESYTL
MANAGEMENT, LLC (“ CALM ”) ORGANIZATION***
- ☐ ***To the proposed:***
***COMMUNITY ASSOCIATION AND LIFESYTL
MANAGEMENT II, LLC (“ CALM II ”) ORGANIZATION***

**AGREEMENT BETWEEN
THE
NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.
AND
COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT II, LLC.
FOR
PROFESSIONAL CONDOMINIUM ASSOCIATION MANAGEMENT SERVICES**

NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC., with a mailing address of c/o Community Association and Lifestyle Management, LLC, 5385 North Nob Hill Road, Sunrise, FL 33351 (the “**Company**”); and

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT II, LLC, a Florida limited liability company, with a mailing address of 5385 North Nob Hill Road, Sunrise, FL 33351 (hereinafter “**Consultant**” and together with the Company, the “**Parties**”).

RECITALS

WHEREAS, the Company is a not-for-profit corporation established pursuant to the Florida Condominium Act (the “Act”) on the 17th day of April, 2006;

WHEREAS, the Company wishes to retain an independent contractor to provide professional management services, all as more particularly described herein and in **Exhibit A**, which is incorporated herein by reference;

WHEREAS, Consultant represents and warrants to the Company that it is qualified, capable and willing to provide such services and the Company desires to enter into this Agreement with the Consultant for the same; and

WHEREAS, the Company and Consultant warrant and agree that they have the right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PURPOSE; SCOPE OF SERVICES: The purpose of this Agreement is for the Consultant to provide professional management services to the Company pursuant to the Act. A brief description of these services is provided below, and a detailed description is provided

in **Exhibit A** to this Agreement. The parties agree that the Consultant has commenced providing the services in this Agreement and **Exhibit A** starting July 1st, 2024.

A. Standard On-Going Management Services (“Standard Services”). The Consultant shall provide the following Standard Services to the Company pursuant to this Agreement:

1. Management Services. Annual Management services to meet the current Company requirements.

B. Time Frame. The Standard Services shall be provided on a monthly basis as detailed in this Agreement.

SECTION 3. ADDITIONAL SERVICES. In addition to the Standard Services described above, or in any addendum executed between the Parties, the Company may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in Exhibit A, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the Company, will be considered additional services (“**Additional Services**”). Additional services must be authorized by the Company prior to being provided by Consultant. If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the Company for approval prior to beginning any additional services. All Additional Services will remain subject to the terms and conditions of this Agreement.

SECTION 4. TERM. The initial term of this Agreement commences on July 1st, 2024, and to continue until December 31, 2024 (“**Initial Term**”), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms (“**Renewal Terms**”), unless terminated pursuant to its terms. The Consultant acknowledges that the Consultant may change the prices only with the Company’s written consent, as evidenced by a vote of the Company’s Board, or as evidenced by the adopted budget.

SECTION 5. FEES AND EXPENSES; PAYMENT TERMS.

A. Fees and Expenses.

1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit B** to this Agreement, which is attached hereto and incorporated herein. The Company shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant’s compensation for services provided pursuant to this Agreement, the Company shall compensate the Consultant only for those services provided under the terms of this Agreement.
2. Unless otherwise specified by this Agreement, the Consultant will invoice the Company for the Consultant’s services as soon as may be practicable in advance of

each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the Company at such time as those services are required and requested by vote of the Board. All invoices shall be due and payable by the Company within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, *Florida Statutes*. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

3. Fees for the Standard Services described in this Agreement may be negotiated annually by the Parties.
4. In the event the Company authorizes a requested change in the scope of services, Consultant shall submit, in writing to the Company, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. Payment Terms.

1. **Standard Services.** Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
2. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the Company and negotiated by the Parties.
3. **Out-of-Pocket Expenses.** Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

SECTION 6. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the Company fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise

provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the Company, in writing, at least ten (10) days prior to suspending services.

SECTION 7. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the Company and the Consultant.

SECTION 8. RESPONSIBILITIES.

A. Company Responsibilities. The Company shall provide for the timely services of its legal counsel, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the Company unless specified herein.

B. Limitations of Responsibilities. To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

SECTION 9. TERMINATION. This Agreement may be terminated as follows:

A. By the Company for “good cause” immediately, which shall include, but is not limited

B. to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for “good cause” shall be effected by written (electronic) notice to Consultant.

C. By the Consultant for “good cause” immediately, which shall include, failure of the Company to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the Company, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written (electronic) notice to Company.

D. By the Consultant or Company, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

E. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the termination of this Agreement, subject to whatever claims or off-sets the Company may have

against the Consultant. Consultant will make all reasonable efforts to provide for an orderly transfer of the books and records of the Company to the Company or its designee.

SECTION 10. GENERAL TERMS AND CONDITIONS.

A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the Company, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

B. Dissolution or court declared invalidity of the Company shall not relieve the Company of compensation due for services theretofore rendered.

SECTION 11. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF ORANGE, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 12. INDEMNIFICATION.

A. Company Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the Company agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Company. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

B. Consultant Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the Company and its officers, supervisors, staff, and employees from and against any and

all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Company may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant and/or its officers, supervisors, staff, employees and agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Company may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

SECTION 13. INSURANCE.

A. The Company shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
4. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).

C. Except with respect to Professional Liability and Workers' Compensation insurance policies, the Company and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the Company to not be named as an additional insured where applicable) without thirty (30) days written notice to the Company. Consultant will furnish the Company with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the Company has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all

information that may be required in connection with the Company's obtaining the required insurance.

SECTION 14. ASSIGNMENT. Neither the Company nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the Company without the prior written approval of the other party is void.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Company: NOB HILL BUSINESS CENTER CONDOMINIUM
ASSOCIATION, INC.
c/o Community Association and Lifestyle Management II, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Timothy Smith, President
tsmith@statecontracting.com

With a copy to: Peters and Peters, PA
9900 Stirling Road, Suite 104
Cooper City, Florida 33024
Attn: Kevin Peters
kevin@petersandpeterspa.com

If to the Consultant: Community Association and Lifestyle Management II, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Darrin Mossing, President
DMossing@gmstnn.com

With a copy to: Community Association and Lifestyle Management II, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Keith Nelson, Chief Operating Officer
KNelson@calmfla.com

and: Community Association and Lifestyle Management II, LLC
2400 E. Commercial Blvd, Suite 820
Fort Lauderdale, Florida 33308
Attn: Kurt Zimmerman, Registered Agent
Kurt@zimmermanlaw.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the Company and counsel for the Consultant may deliver Notice on behalf of the Company and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective on the 1st day of July 2024 and upon execution by both the Company and the Consultant and shall remain effective until terminated by either the Company or the Consultant in accordance with the provisions of this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. AGREEMENT; CONFLICTS. This instrument, together with accompanying **Exhibits A and B**, shall constitute the final and complete expression of this Agreement between the Company and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and **Exhibits A and B**, this instrument shall control.

SECTION 19. ENFORCEMENT OF AGREEMENT; PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either the Company or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the Company or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Company shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the Company's right to protect its rights from interference by a third-party to this Agreement.

SECTION 20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Company and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the Company and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the

provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Company and the Consultant and their respective representatives, successors, and assigns.

SECTION 21. COMPLIANCE WITH GOVERNMENTAL REGULATION.

The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the Company in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the Company may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Company and the Consultant as an arm's length transaction. The Company and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 23. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant are employees of the Company under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Company and the Consultant shall have no authority to represent the Company as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 26. SCRUTINIZED COMPANIES STATEMENT. Consultant certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from

doing business with the Company under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Consultant is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Company may immediately terminate this Agreement.

SECTION 27. E-VERIFY REQUIREMENTS. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Company may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*. If the Consultant anticipates entering into agreements with a subcontractor for the Services, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Company upon request. In the event that the Company has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the Company shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the Company. Further, absent such notification from the Company, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

ATTEST:

**NOB HILL BUSINESS CENTER
CONDOMINIUM ASSOCIATION, INC.**

Secretary / Assistant Secretary

Timothy Smith
Chairperson, Board

WITNESS:

**COMMUNITY ASSOCIATION AND
LIFESTYLE MANAGEMENT II, LLC, a
Florida limited liability company**

(Print Name)

By: Darrin Mossing
Its: President

Exhibit A: Scope of Services
Exhibit B: Schedule of Fees
Exhibit C: Certificate of Insurance

Exhibit A: Scope of Services

STANDARD ON-GOING SERVICES (“STANDARD SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Company.

1. PROFESSIONAL MANAGEMENT SERVICES:

- A.** Oversee day-to-day administrative operations of for the Company, including:
 - a. Provide new owner orientations services;
 - b. Respond to owner requests and complaints regarding the community in a timely manner;
 - c. For the safety of the community, the Manager is responsible for coordinating closure of any common areas when necessary, such as approaching storms, construction, or any other even that could pose a danger;
 - d. Maintaining a positive relationship with both owners and vendors;
 - e. Develop repair quotes for common areas maintained by the Company;
 - f. Coordinating repairs for any common areas maintained by the Company;
 - g. Update the community website monthly and as needed.
- B.** Manage and implement rules, regulations, customer service, etcetera as required by the Company;
- C.** Prepare periodic financial and status reports for Board;
- D.** The Manager will prepare and provide for a proposed budget for Board approval. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings, and/or workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- E.** The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.
- F.** Correspond and communicate to the Board;
- G.** Manage major contractors related to the Company;
- H.** Provide mass communication to the community, as needed;
- I.** Attend and participate in the regularly scheduled and special Board meetings;
- J.** Work with Company in preparation of the annual Company Operations Budget;
- K.** All other services as required in the final agreement between the Consultant and Company and as requested by Board or owners to ensure meets and surpasses all expectations of the Company.

2. ADDITIONAL SERVICES:

- A. All other requested items not specifically denoted in Exhibit A or Exhibit B will be subject to either a flat rate proposal or an hourly rate proposal to the Company.

Exhibit B – Schedule of Fees

Standard Services: billed monthly in equal parts according to the following schedule:

Description *	Fee Budget
Professional Management Services	\$18,000 Annual Fees Adopted For Calendar Year 2024
Reasonable Reimbursement Expenses including travel, express mail, word processing, transcription, photocopying, courier, and computer services.	As Submitted
Total	\$18,000 Total Fees Adopted For Calendar Year 2024

Additional Services:

Description **	Fee Basis	Fee Budget
Company Website https://www.nobhillbusinesscenterca.com/	Annual	\$2,000 Annual Fee
Field Operations Management Services	Per Approved Work Authorization	Discrete Work Authorization Requests Include A Field Operations Manager Fee of \$75/Hour
Consultation With Association Counsel invoiced discretely	Hourly	\$75/Hour.
Hourly Rate for Special Services	Hourly	Upon Request
Response to Extensive Public Records Requests Requiring Significant Effort	Hourly	Upon Request

* Fees reflect the Adopted Budget for Manager services For the Calendar Year 2024 with dates effective January 1st, 2024, through December 31st, 2024.

Calendar Year 2025 and subsequent year fees will be negotiated annually between the parties.

** Costs for other services shall be by separate agreement or work authorization and can be adjusted based on the scope of services provided.

Exhibit C – Certificate Of Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/09/2024																																										
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 Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: PHONE (A/C No. Ext): (904) 262-8080 FAX /A/C No.: E-MAIL ADDRESS: vicky@zelenrisk.com																																											
INSURED Community Association and Lifestyle Management II, LLC 1001 Bradford Way Kingston TN 37763	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Hiscox Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company		INSURER B: Hartford Fire Insurance Company		INSURER C: Hiscox Insurance Company		INSURER D:		INSURER E:		INSURER F:																													
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2024

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  Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082		CONTACT NAME: Angela Dietrich PHONE (A/C No. Ext): 904-425-4054 FAX (A/C No.): 904-425-4049 E-MAIL ADDRESS: Angela@EdieWilliams.com	
INSURED CALM II, LLC 5385 N Nob Hill Road Sunrise, FL 33332		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC #: 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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


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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NON-OWNED & HIRED AUTOS

CERTIFICATE HOLDER

CANCELLATION

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	AUTHORIZED REPRESENTATIVE 

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