

## CITY OF DORAL

### FACADE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **1st day of May, 2020** by and between the City of Doral, Florida, (“City”) and **Loyola Elementary LLC**, owner of a property located at **2900 NW 109th Avenue, Doral, FL 33172** whose Federal I.D. No. is **82-3047550** (“Recipient”).

#### RECITALS

WHEREAS, the City of Doral is desirous of encouraging activities which contribute to the enhancement of redevelopment activities in Doral, Florida; and

WHEREAS, the Doral Façade Improvement Grant Program provides financial assistance to businesses, home owner associations and property owners in Doral in order to stimulate private sector investment, beautification, economic growth and job creation in the City by improving the appearance of the buildings within City boundaries; and

WHEREAS, the program will provide financial assistance by contributing up to 50% of the costs, in an amount not to exceed \$10,000 per project, associated with façade and beautification projects for properties throughout the City limits; and

WHEREAS, pursuant to the FACADE IMPROVEMENT GRANT PROGRAM, **Tailleen Arias**, as a duly authorized representative of Recipient, has applied for a Grant to assist it in making exterior property improvements to the property located at **2900 NW 109th Avenue, Doral, FL 33172**; and

WHEREAS, after reviewing the application submitted by Recipient, the City has found and determined that it would be beneficial to its economic development and beautification efforts to support Recipient’s improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

**I) CITY Obligations and Responsibilities:**

- (A) Upon Recipient completing the comprehensive exterior improvements acceptable to the City Manager and after construction is completed and upon receipt of all documentation relating to the projects improvement costs, the City shall reimburse Recipient for 50 % of the construction cost up to a maximum grant of **\$10,000**. In the event that Recipient fails to complete the comprehensive exterior improvements by the completion date, City shall not be liable for reimbursement for any construction costs unless the City Manager agrees in writing.
- (B) The CITY shall not be liable for payments for services beyond the scope of the City authorized improvements, nor shall the City be liable for improvements which are made after the exterior property improvement project is completed or after the City has authorized reimbursement to the Recipient.
- (C) The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

**II) Recipient Obligations and Responsibilities:**

- (A) Recipient agrees to accept grant funds in an amount not to exceed **\$10,000**. Such grant funds shall be done on a reimbursement basis and shall only be for 50% of the construction cost up to a maximum grant amount of **\$10,000**; and
- (B) Recipient acknowledges and agrees that the grant funds will be limited to reimbursements for specific property improvements approved by the City on the property located at: **2900 NW 109th Avenue, Doral, FL 33172**; and
- (C) Recipient represents and warrants that it is the owner of the subject property, or if the Recipient is not the owner, it has received the owner's written consent to improve the subject property (shown in Exhibit "A" which is attached hereto and incorporated by reference) and as such it is authorized to contract for exterior property improvements; and
- (D) Recipient shall submit grant application within grant cycle and before submission deadline. A final design sketch of the exterior property improvements along with the selected contractor's bid for the improvements will be included as part of the Façade Improvement Grant Application Packet (which is attached hereto within Exhibit "B" and is incorporated herein by reference.) At least two additional comparable estimates by licensed contractors will also be required as part of the Grant Application Packet. All general exterior property improvements shall be consistent with all applicable Federal, State and City of Doral codes and design regulations; and
- (E) Recipient agrees that all exterior property improvements as set forth in Exhibit "B" shall be completed by **May 1<sup>st</sup>, 2021** (the completion date) and no grant fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and

- (G) Recipient shall maintain books, records, and documents and adequate internal controls concerning the façade improvements, to sufficiently and properly reflect all expenditures of funds that will be subject to reimbursement by the City under this Agreement; and
- (H) Recipient shall make all books pertaining to the business and exterior property improvements project available to the City for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for three (3) years thereafter; and
- (I) The Recipient shall submit to the City not more than sixty (60) days after the exterior property improvement project is completed, all supporting documentation, including but not limited to paid receipts, two color photographs of the completed exterior property improvements and documentation relating to the construction costs expended for the exterior property improvements project on the subject property; and
- (J) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the City as an additional insured; and shall provide that the City will receive notice of any cancellation or change in coverage. Recipient shall furnish City with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the City.

### **(III) Representations**

As a material consideration in granting the funds which are the subject of this agreement, the City has relied upon the following representatives of the Recipient:

1. Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
2. To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.
3. The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
4. The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

### **(IV) Term of Agreement**

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to complete the project within one (1) year from the date of execution of this Agreement, City reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Recipient.

**(V) Designated Representatives**

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

**AS TO AGENCY:**      **City Manager**  
City of Doral, FL  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**WITH A COPY TO:**    **General Counsel**  
City of Doral, FL  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**AS TO RECIPIENT:**   **Loyola Elementary LLC**  
2900 NW 109th Avenue  
Doral, FL 33172

**WITH A COPY TO:**    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (A) Recipient acknowledges that the City is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the City for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the Recipient as an agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the City, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is:  
  
**Loyola Elementary LLC, 2900 NW 109th Avenue, Doral, FL 33172**
- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Miami-Dade County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter

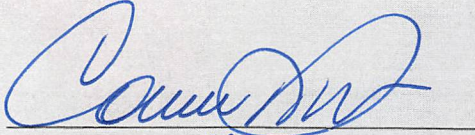
existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.

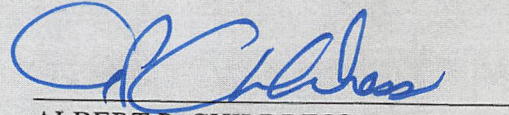
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the City may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the City shall not be liable to any contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).
- (H) As a condition of receiving funds through the Façade Improvement Program, property owners must agree to keep the façade improvements well maintained, and to refrain from substantial modification of same, for a period of one (1) year. Removal, substantial alteration, or failure to maintain the façade improvements with the specified time frame shall be cause for the City to demand reimbursement of granted funds. Upon demand from the City, the applicant's failure to repair and/or replace the improvements or to reimburse the granted funds may cause the City to place a lien on the property for the amount of granted funds and administrative fees. The property owner further agrees to execute, as a condition to the award, a covenant or other instrument in a form prescribed by the City which will be recorded in the Public Records as an encumbrance upon the property for one (1) year from the project completion date.

FACADE IMPROVEMENT GRANT PROGRAM AGREEMENT (LOYOLA ELEMENTARY LLC)

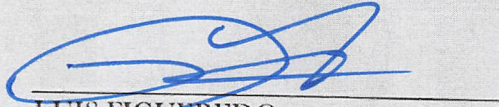
ATTEST:

DORAL, FLORIDA

  
\_\_\_\_\_  
CONNIE DIAZ, ~~CMC~~  
CITY CLERK

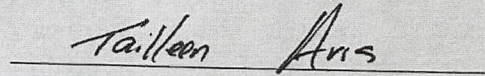
  
\_\_\_\_\_  
ALBERT P. CHILDRESS  
CITY MANAGER

Approved as to Form and Legality for  
the Use and Reliance of the City of Doral,  
Florida, only.


  
\_\_\_\_\_  
LUIS FIGUEREDO  
CITY ATTORNEY

AS TO RECIPIENT

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_  
CORPORATE SECRETARY

By:   
\_\_\_\_\_  
Signature

Print Name: Tailleen Anas

Title: CEO



**Applications Forms**  
**Doral Façade Improvement Grant Program**

Date March 5, 2020

Name and Type of Business

Loyola Elementary LLC.

Location of Business  
(Street address, name of building if applicable)

2900 NW 109 Avenue  
Doral Florida 33172

Name/Address of Property Owner

Tailleen Arias  
3070 NW 99 Court  
Doral Florida 33172

Property Owner Phone

305-471-4417

Property Owner Mobile Phone

786-426-3456



Applicant's Mailing Address

2900 NW 109 Avenue  
Doral Florida 33172

Email Address

arias@loydaelementary.com

Property Folio # (s)

35-3030-010-0120

Permit #:

Total Cost of Project \$ 40,000 (attach itemized breakdown)

Requested Grant Amount \$ 10,000



General description of proposed improvement:

- Façade
- Siding
- Walls/Fencing/Railings
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape
- Other

Other details: Attach sheet if needed.

**APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM.**

Signature of Property Owner Tailleen Arias

Print Name of Property Owner Tailleen Arias

Date March 5, 2020





## Work

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Exterior Walls** (Includes façade (if applicable) structural, decorative and non-functional elements)
  
- **Siding**
  
- **Windows/Doors**
  
- **Awnings/Canopies**
  
- **Walls/Fencing**
  
- **Lighting**



- **Painting** - outside general painting of the building.  
First applying pressure washer and then, flat exterior paint with the most advanced dirt and fade technology available.
- **ADA Improvements**
- **Signage/Detached Monument signage**
- **Sidewalk/Surface Parking Improvements**
- **Pedestrian Amenities**
- **Other Proposed Use**  
Landscape Design, construction observation services, completion of planting plans, gardens with plants, flower and trees in different areas.



Grant Funds Usage

PLEASE NOTE: ARCHITECTURAL FEES, SURVEY FEES, PERMIT FEES, ETC ARE NOT ELIGIBLE FOR REIMBURSEMENT.

Signage Cost: \$

Removal  New  Altered/Repaired

Awning Cost: \$

Painting Cost: \$ 11,000.<sup>00</sup>  
Square feet 6,910 +/-

Cosmetic Alteration Cost: \$

Describe:

Other Cost:

Landscape design, removal of \$

existing trees, relocation of them, \$

Completion of planting plans, gardens \$ 25,000.<sup>00</sup>

with plants, flowers, trees in different \$

Structural Alteration Cost: aus. \$

Describe:

Total Project Cost: \$ 36,000.<sup>00</sup>

Amount Requested \$ 10,000.<sup>00</sup> -

(Not to Exceed 50% of Total Project Cost up to \$10,000)\*: \$

\*Grantee is solely responsible for securing & paying for any permits

I hereby submit this application for a Façade Improvement Grant. I understand that these must be approved by the City of Doral and no work should begin until I have received written approval from the City of Doral. I also understand that the grant funds will not be paid until the project is completed and a final inspection is obtained.

Signature of Applicant/  
Property Owner: Talib J

Date March 5, 2020



# Certification Regarding Lobbying

## Certification for Contracts, Grants – Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract\* grant, loan, or cooperative agreement.

2. If any, funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant loan, or cooperative agreement, the undersigned shall complete and submit standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for no less than \$10,000 and not more than \$100,000 for each such failure.

BY: Loyola Elementary <sup>DBA/Kids Village</sup> (Print business name & owner's name)  
Tallean ANIAS

NAME: Tallean Anias (Signature of owner)

TITLE: CEO

DATE: 03/05/2020

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)**



**INDEMNITY AND HOLD HARMLESS AGREEMENT**

Talleen Arias (the Property Owner) agree(s) to indemnify and hold harmless The City of Doral and their officers, employees, agents or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs of defense, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other cause arising out of or resulting from the Property Owner's participation in the Doral Facade Improvement Grant Program. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of the indemnified parties. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees which may issue thereon. The parties agree that this agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors, and assuring that contractors are fully insured and licensed and have obtained all necessary permits in accordance with City regulations.

Property Owner agrees that this indemnity and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she has carefully read the above indemnity and hold harmless agreement and he/she knows its contents and signs this agreement as his/her own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this agreement.

Dated this 5 day of March, 2020.

Property Owner  
Signature Talleen Arias Print Name Talleen Arias

Witness \_\_\_\_\_ Print Name \_\_\_\_\_



## FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This form statement is submitted to Miami-Dade County

by Taillan Arios, CEO (Print individual's name and title)

for Loyola Elementary / DBA Mid's Village (Print name of business submitting sworn statement)

whose business address is: 2900 NW 109 Ave (Address, City, State, Zip Code)

and if applicable its Federal Employer Identification Number (FEIN) is 35 3030 - 010 - 0120.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

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2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "Affiliate" as defined in paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts of the provision of goods or entity. The term "person" includes those executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

N/A Neither the entity submitting sworn statement, not any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** (please indicate which additional statement applies.)

N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED I PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 28.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
(Signature)

Sworn to and subscribed before me this 06 day of March, 2020.

Personally Known \_\_\_\_\_

Or produced identification Florida Drivers License Notary Public-State of Florida

\_\_\_\_\_ My commission expires (Printed, typed or stamped commissioned name of notary public)

[Signature]





# CRIMINAL RECORD AFFIDAVIT

The individual, officer, director, president or entity entering into a contract or receiving funding from the City has \_\_\_\_\_ has not  as of the date of this affidavit been convicted of a felony during the past ten (10) years.

Loyola Elementary / PBA Kid's Village  
(Printed Name of Business)

2900 NW 109 Ave  
(Business Address)

Doral FL 33172  
(City, State, Zip)

Talla J  
(Print Owner or President Name)

STATE OF FLORIDA

COUNTY OF MIAMI

DADE

The a foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March,

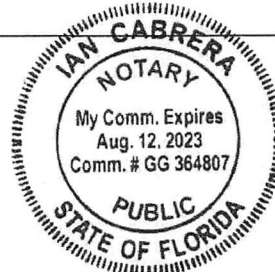
2020, by Talla J on behalf of Loyola Elementary / PBA Kid's Village  
(Signature) (Business Name)

who is personally known to me or has produced Florida Drivers License, as identification

Notary Signature: [Signature]

Type or Print Name: Ian Cabrera

Notary Seal:







# AFFIDAVIT OF FINANCIAL AND CONFLICT OF INTEREST

1. Do you have any past due financial obligations with the City of Doral?

|  | YES   | NO    |
|--|-------|-------|
| Single Family House Loans                                | _____ | _____ |
| Multi-Family Housing Rehab                               | _____ | _____ |
| CDBG Commercial Loan Project                             | _____ | _____ |
| U.S. HUD Funded Programs                                 | _____ | _____ |
| Other (liens, fines, loans, Occupational licenses, etc.) | _____ | _____ |

If YES, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *N/A*

2. Are you a relative of or do you have any business or financial interest with any elected City of Doral official, Employee, or Member of any Advisory Boards?

YES \_\_\_\_\_ NO

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_ *N/A*

Any false information provided on this affidavit will be reason for rejection and disqualification of your project-funding request to The City of Doral.

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

By Ta. Helen Amos Date 03-05-2020  
(Print Name)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 6th day of March 2020

By *Tasha S* He/She is personally known to me or has presented  
(Signature)

Florida Drivers License as identification.  
(Type of Identification)

*Ian Cabrera*  
(Signature of Notary)

GG 364807  
(Serial Number)

Ian Cabrera  
(Print or Stamp of Notary)

August 12, 2023  
(Expiration Date)

Notary Public- Stamp of FL  
(State)





**2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L17000027808

**Entity Name:** LOYOLA ELEMENTARY LLC

**Current Principal Place of Business:**

2900 NW 109 AVE  
DORAL, FL 33172

**Current Mailing Address:**

2900 NW 109 AVE  
DORAL, FL 33172

**FEI Number:** 82-3047550

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

ARIAS, TAILLEEN  
2900 NW 109 AVE  
DORAL, FL 33172 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name ARIAS, TAILLEEN  
Address 2900 NW 109 AVE  
City-State-Zip: DORAL FL 33172

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

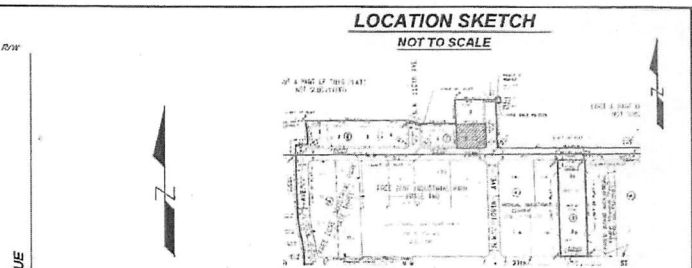
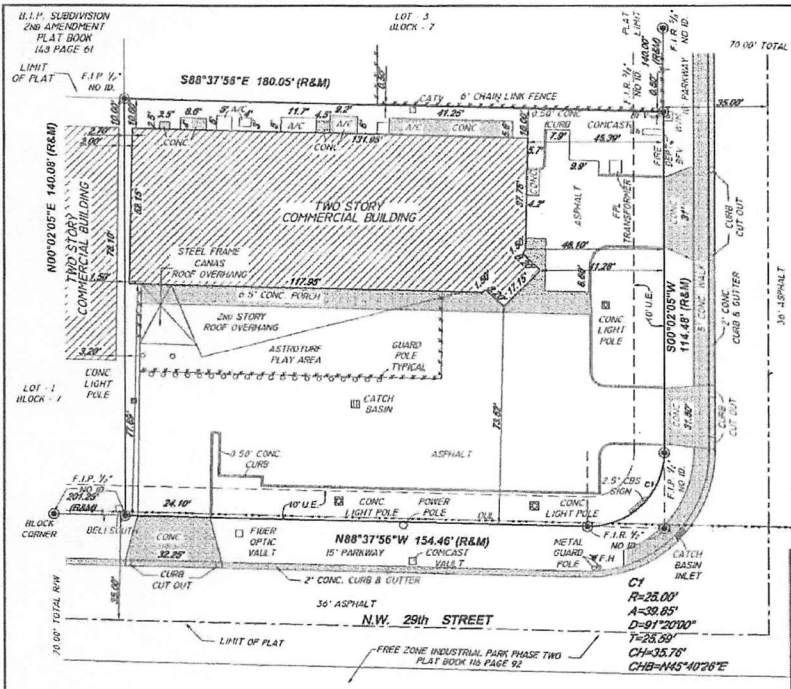
**SIGNATURE:** TAILLEEN ARIAS

CEO

02/17/2020

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date



**LEGAL DESCRIPTION:**  
 LOT 2, BLOCK 7, "FREE ZONE INDUSTRIAL PARK PHASE FOUR" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 135, PAGE 29, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

- SURVEYOR'S NOTES:**
- 1) NOT VALID UNLESS SIGNATURE IS EMBOSSED WITH THE REGISTERED LAND SURVEYOR'S SEAL
  - 2) LEGAL DESCRIPTION PROVIDED BY OTHERS
  - 3) PROPERTIES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD
  - 4) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD
  - 5) UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED
  - 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929
  - 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED
  - 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE
  - 9) WALL MEASUREMENTS ARE TO TOP FACE OF WALL
  - 10) EXISTING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE ENLARGED FOR CLARITY
  - 11) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS
  - 12) BEARINGS IF ANY SHOWN ARE BASED ON PLAT MERIDIAN AT WEST RIGHT OF WAY OF N.W. 109th AVENUE = (S00°02'05\"/>

|                                  |  |                                      |                          |
|----------------------------------|--|--------------------------------------|--------------------------|
| <b>LEGEND</b>                    | LCV. IRRIGATION CONTROL VALVE          | P.C.P. PERMANENT CONTROL POINT       | WM WATER METER           |
| AC AIR CONDITIONER               | LP IRON PIPE                           | P.L.S. PROFESSIONAL LAND SURVEYOR    | W.V. WATER VALVE         |
| AVS AVENUE                       | PLS. FLORIDA POWER & LIGHT             | PSM PROFESSIONAL SURVEYOR AND MAPPER | W.U.P. WOOD UTILITY POLE |
| B.L.M. BOLLIVAND                 | PLP FOUND IRON PIPE                    | PL PROPERTY LINE                     |                          |
| B.M. BENCH MARK                  | PLR FOUND IRON ROD                     | P.O.B. POINT OF BEGINNING            |                          |
| CATV CABLE TELEVISION BOX        | PLD FOUND                              | P.O.C. POINT OF COMMENCEMENT         |                          |
| CAI GATE INLET                   | PLI LEGAL                              | P.O.R. POINT OF REVERSE CURVATURE    |                          |
| C.B. CONCRETE BLOCK STRUCTURE    | PLJ LEGAL                              | P.R.M. PERMANENT REFERENCE MONUMENT  |                          |
| CBP CHORD BEARING                | LP LIGHT POLE                          | P.T. POINT OF TANGENCY               |                          |
| CDI CHORD DISTANCE               | LS LICENSED BUSINESS                   | R RADIUS                             |                          |
| COI COURSE                       | LS LAND SURVEYOR                       | R RECORD                             |                          |
| COI COURSE                       | MS MEASURED                            | R.E. RISE ELEVATION                  |                          |
| E CENTERLINE                     | N.A.V.D. NORTH AMERICAN VERTICAL DATUM | RHW RIGHT-OF-WAY                     |                          |
| EL ELEVATION                     | NOI NATIONAL GEODETIC VERTICAL DATUM   | S.S. SET IRON ROD                    |                          |
| CONC CONCRETE                    | NOI NOT IDENTIFIABLE                   | SLP SET IRON PIPE                    |                          |
| C.O. CLEAN OUT                   | NS NUMBER                              | ST STREET                            |                          |
| ELB ELECTRIC BOX                 | NS NOT TO SCALE                        | T TANGENT                            |                          |
| ELEV ELEVATION                   | ORL OFFICIAL RECORD BOOK               | T.B.M. TEMPORARY BENCH MARK          |                          |
| ENC ENCROACHMENT                 | OWL ON PROPERTY LINE                   | TEL TELEPHONE                        |                          |
| E.R.P. ELEVATION REFERENCE POINT | O.U.L. OVERHEAD UTILITY LINES          | TYP TYPICAL                          |                          |
| F.F. FINISH FLOOR                | P.C. POINT OF CURVATURE                | U.E. UTILITY EASEMENT                |                          |
| F.M. FIRE MANSION                | P.C.P. POINT OF COMPOUND CURVATURE     |                                      |                          |

FLOOD ZONE: X  
 MAP & PANEL: 12086C0286  
 COMMUNITY No.: 120041  
 SUFFIX: L  
 DATE OF FIRM: 09-11-2009  
 BASE ELEV.: N/A

PROPERTY OF:  
 2900 N.W. 109th AVENUE,  
 DORAL, FLORIDA 33172

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**A BOUNDARY SURVEY**  
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-F1 USE THROUGH 54-F1.056, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.402, FLORIDA STATUTES AND THAT THE SURVEY HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
 REGISTRATION NO. 4767

PROFESSIONAL SURVEYING AND MAPPING  
**FRANCISCO F. FAJARDO AND GARCIA, INC.**  
 L.S. # 2098  
 FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)  
 4967 SW 75th AVENUE,  
 MIAMI, FLORIDA 33155  
 PH (305) 666-7909 FAX (305) 442-2530

FIELD DATE: 02/24/2020 SCALE: 1" = 30' DRAWN BY: J.L.J. DWG. No.: 268018

After



AFTER

8/14/2018

Before

20180814\_134848.jpg



Before











# /E+, LLC.

17243 SW 87th AVE  
tto Bay, FL. 33157  
Ph. (954) 213-4753

pa@gmail.com

2improve.

Document No.

**18-08-251**

## Invoice

Name Loyola Elementary LLC  
Address 2900 NW 109th AVE  
City Doral State FL ZIP 33172  
Phone (786) 621-2110

Date 8/9/2018  
Reference General Painting  
Rep Tailleen Arias  
Terms Cash

| Qty  | Description   | Measure | Unit Price | TOTAL       |
|------|---|---------|------------|-------------|
|      | The work consists of the outside general painting of the building first applying pressure washer and then, Flat Exterior paint with the most advanced dirt and fade technology available that keeps your building looking freshly painted longer. |         |            |             |
|      | <b>Labor:</b>   |         |            |             |
| 1990 | Front Side Facade (South of Building)   | Sq-Ft   | \$ 1.23    | \$ 2,447.70 |
| 900  | Right side facade (East)  | Sq-Ft   | \$ 1.23    | \$ 1,107.00 |
| 3360 | North side facade (Rear of Building)  | Sq-Ft   | \$ 1.23    | \$ 4,132.80 |
| 660  | Left side facade (West)   | Sq-Ft   | \$ 1.23    | \$ 811.80   |
|      | <b>Materials:</b>   |         |            |             |
| 3    | 5 Gallons Bucket of Flat Exterior Premium Paint (South Side)  | Bucket  | \$ 225.00  | \$ 675.00   |
| 2    | 5 Gallons Bucket of Flat Exterior Premium Paint (East Side)   | Bucket  | \$ 225.00  | \$ 450.00   |
| 4    | 5 Gallons Bucket of Flat Exterior Premium Paint (North Side)  | Bucket  | \$ 225.00  | \$ 900.00   |
| 1    | 5 Gallons Bucket of Flat Exterior Premium Paint (West Side)   | Bucket  | \$ 225.00  | \$ 225.00   |
|      | <b>Flat Exterior Paint and Primer</b>   |         |            |             |
|      | - Excellent fade resistance   |         |            |             |
|      | - Exceptional resistance to chipping, flaking and cracking  |         |            |             |
|      | - High build formula hides minor surface imperfections  |         |            |             |
|      | - 100% acrylic formula  |         |            |             |
|      | - Best resistance to extreme weather is comprised of dirt resistance, UV resistance.  |         |            |             |

**NOTES:**

This Estimate include all materials.  
City Permits & Building Dptm. Fees NOT include.  
Debris and Garbage removal by the customer (County Bulk Pick Up).  
Requires 75% in Advance.  
Estimate to finish on 3 Business Days.  
Credit Cards payments will be add 2.79%



Tax Rate(s)  
Deposit

|              |                     |
|--------------|---------------------|
| Subtotal     | \$ 10,749.30        |
| Appraisal    | \$ -                |
| <b>Total</b> | <b>\$ 10,749.30</b> |

Thanks for your business!!!

## **Hesham Painting Inc.**

**Interior and Exterior**

22361 S.W. 127<sup>th</sup> Place, Miami, FL 33170

Fax: (305) 300- 0331

LICENSED & INSURED

DATE: July 29, 2018

ADDRESS: 2900 NW 109<sup>th</sup> avenue Doral FL

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**EXTERIOR WORK:**

Pressure clean prime and paint all exterior walls \$12,550.00

**ALL MATERIALS FROM SHERWIN WILLIAMS**

For labor and materials Total: \$12,550.00

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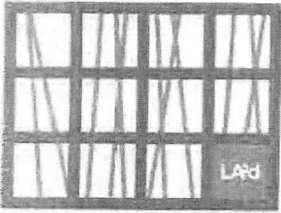
OWNER or LEGAL REPRESENTATIVE:

PRESIDENT: HESHAM ELSADEK

**Payment request:**

50% upfront

50% when finished



**LEWIS AQÜÍ**

LANDSCAPE + ARCHITECTURAL DESIGN, LLC  
LC 26000478

July 9th, 2018

Ms. Tailleen Arias  
Loyola Elementary  
2900 NW 109th Ave.  
Doral, FL 33172

**RE: Loyola Elementary  
2900 NW 109th Avenue Doral-Florida**

Dear Tailleen,

Thank you for considering my firm for landscape architectural services for this project.

We will prepare Landscape Architectural design documents for all exterior spaces of this property, including tree disposition and mitigation plans if necessary, planting plans and landscape specifications plans for the garden spaces. We will also perform site visits during construction to ensure our design is constructed seamlessly through completion.

If you have any questions regarding our proposal, please feel free to call. If acceptable, please sign one copy of the proposal and return it with the deposit. Architectural plans and the survey of the property can be sent by email to our office addressed to [lewis@lewisaqui.com](mailto:lewis@lewisaqui.com)

Sincerely,

Lewis E. Aqüí  
Florida Registered # LA6667140  
ASLA / LEED AP  
Principal, Lewis Aqüí Landscape + Architectural Design (LA2d)

**SCOPE OF SERVICES:**

**I. PRELIMINARY/SCHEMATIC DESIGN LANDSCAPE PLAN.** Lewis Aqūi Landscape + Architectural Design, LLC will develop a site master landscape plan in response to both aesthetic and functional requirements as outlined by the Client. The preliminary plan will address hardscape and planting design in a conceptual schematic fashion. Preliminary drawings include a color rendered plan and photo boards of proposed materials.

- A. **TREE DISPOSTION PLAN & MITIGATION PLAN.** It is our understanding that phase is not necessary, however, if required, LA2d will prepare an existing tree disposition plan after receipt of an updated tree survey prepared by a licensed surveyor. The tree disposition plan will illustrate locations of existing trees above 2" and palms above 6" caliper diameter on site. This plan is required for all municipalities and regulatory agencies including DERM if trees will be removed or relocated. LA2d will collaborate with a certified arborist to prepare the required documents for the regulatory agency permitting. LA2d will verify the existing tree survey, verify the size data, describe the condition of each tree, prepare tree legends and illustrate the tree disposition required. LA2d will prepare reports and tree mitigation calculations required for permitting as per code requirements; however, such calculations are subject to change at the discretion of the regulatory agency reviewing the plans.  
Since at the moment there is not an accurate existing tree survey available it is difficult to determine the minimum requirements the City will be asking for. The fee for this portion of the proposal will be determined at a later date based on the plant material that shall be removed and/or relocated if applicable.

**2. CONSTRUCTION DOCUMENTS:**

Upon approval of the Preliminary Design and Preliminary Budget, Lewis Aqūi Landscape + Architectural Design, LLC hereinafter described as **LA2d**, will prepare construction documents to include the following:

- A. **HARDSCAPE LAYOUT PLAN & DETAILS.** N/A
- B. **SITE GRADING PLAN.** N/A
- C. **SITE PLANTING PLAN.** LA2d will prepare plans showing location, species, variety, size and quantities for all proposed trees, shrubs, and groundcovers for the site. Botanical and common names will be listed, and planting details illustrated.
- D. **SITE IRRIGATION PLAN.** LA2D will coordinate the modification of the existing irrigation system with an irrigation contractor to provide 100% coverage to all new planting areas.
- E. **LANDSCAPE LIGHTING PLAN.** N/A
- F. **WRITTEN SPECIFICATIONS.** LA2d will prepare written specifications identifying material qualifications, methods and procedures for installation of work designed by the Landscape Architect.
- G. **REGULATORY AGENCIES REVIEW BOARD.** Due to the nature of the scope of work to be implemented, it is our understanding that this phase is not necessary. However, if required, LA2d will assume that the services of a team Permit Expeditor/Plans Processor will be retained by either the General Contractor, Architect, or Owner. The team Permit Expeditor/Plans Processor will assemble all submittal packages and applications to any Regulatory Agencies and/or Review Boards having jurisdiction over the Project. LA2D, will reevaluate the fee of this proposal to include the preparation of plans for permit purposes. Any requested attendance to any meetings with any such Regulatory Agencies and/or Review Boards shall be considered an Additional Service by LA2D and subject to the terms as outlined in the Additional Services section of this agreement. Please Note: LA2D has no contro

over the time that any Regulatory Agencies and/or Review Boards having jurisdiction over the Project will take to complete the review process before issuing a final permit.

H. **BID SOLICITATION.** N/A

I. **CONSTRUCTION OBSERVATION/PROJECT ADMINISTRATION & COORDINATION SERVICES.**  
During the construction phase, LA2d shall provide periodic site visits and/or off site coordination meetings and prepare written punch lists and meeting notes during the observation of construction progress.

On this basis, the Client shall be kept informed of the progress the work as it is reviewed for general conformance. The involvement of LA2D providing project observation is on everybody best interest: The builder, the client and the Landscape Architect.

Should the Client decides to chose to have the construction observation services that were to have been conducted by LA2d, either performed by another party, or not performed at all, as project is implemented based on plans prepared by this firm, please be advised that in neither LA2d nor any of its principals or employees, will be liable to you or to any other party for any damages, losses, claims, costs, expenses, etc. arising out of or in any way associated with: 1) the Contract, 2) landscape design and architectural services performed by LA2d or any of its principals or employees, and/or, 3) landscape improvements constructed at the Property.

LA2D will provide site visits as an Additional Service by LA2D and subject to the terms as outlined in the Additional Services section of this agreement.

\_\_\_\_\_ (Initials)

J. **VALUE ENGINEERING.** After bids have been received and reviewed by the Client, it may be deemed necessary to revise or eliminate elements of the design to bring installation costs down to fit within the Client's budget. In this case, LA2d will provide necessary value engineering revisions as an Additional Service

\_\_\_\_\_ (Initials)

## REQUIREMENTS

Design work will commence after receipt of the following documents from the Client, in AutoCAD version 2016 format or earlier version in addition to the executed contract and retainer. If accurate scaled working drawings are not available in AutoCAD format, LA2D reserves the right to modify this proposal to include additional Associate Landscape Architect fees to provide accurate base sheets for the project.

\_\_\_\_\_ (Initials)

1. Survey, indicating surface and sub-surface utilities, existing trees above 2" diameter and palms above 6" diameter at breast height (DBH), spot elevations, easements, and other restrictions.
2. Architectural floor plans and elevations, if available, in AutoCAD r. 2016 or earlier version. Files shall be emailed to [lewis@lewisagui.com](mailto:lewis@lewisagui.com)

**COMPENSATION**

The Client agrees to pay the following fees for the Scope of Services A-J:

|  |             |
|--|-------------|
| 1. Acceptance of agreement .....                           | \$ 2,000.00 |
| 2. Completion of the Preliminary Design .....              | \$ 1,000.00 |
| 3. Completion of (Planting Plans and Specifications) ..... | \$ 2,000.00 |
| 4. Construction observation services .....                 | Hourly      |

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**LANDSCAPE ARCHITECTURAL FEE .....** **\$ 5,000.00**

**GENERAL TERMS AND CONDITIONS**

**1. Additional Services.**

Prior to the commencement of any Additional Services, the client shall be notified in writing for authorization prior to proceeding. All Additional Services shall be billed at the beginning of each month, at the hourly rates outlined below.

- A. Project Observation. Periodic observation of construction and on-site layout to assure proper implementation of project and compliance with our plans above those stipulated in this agreement.
- B. Bid Assistance. Assistance in bidding and bid analysis for scope of work that LA2d is proposing.
- C. Design Development and Team Meetings. A total of 3 hours of Client/designer/architect meetings/conference calls are included in the design fee stated above. in excess of those stipulated above shall be considered an Additional Service by LA2Dand subject to the terms as outlined in the Additional Services section of this agreement.
- D. Value Engineering
- E. Travel Time (Outside Miami Dade County)
- F. Attendance to any meetings with Regulatory Agencies and/or Review Boards.

**2. Billing Rates/Professional License**

Hourly billing rates shall be as follows: For principal Lewis Aqüi, \$200. For staff Landscape Architect, \$100. For architectural draftsmen, \$75. The principal licensed landscape architect for the Project is Lewis E. Aqüi- Florida Registered LA # 7140- LEED AP.

**3. Services Not Included.**

The services provided under this Agreement are limited to those set forth above in the section entitled "Scope of Services." No other services shall be deemed to a part of this Agreement, including but not limited to:

- A. Surveying
- B. Civil, Mechanical, Electrical, Plumbing, or Structural Engineering
- C. Permit Fees
- D. Permitting or building and zoning meetings
- E. Preparation of special graphics, perspective renderings, or models.
- F. Application fees for variances from regulatory agencies.
- G. Mitigation Fees to the County/Municipality Tree Trust Fund.
- H. Meetings with any Regulatory Agencies and/or any Review Board Hearings.
- I. Value Engineering.
- J. Bid solicitation (above and beyond the 2 estimates included in this fee)

**4. Consultant Services.**

Engineering or horticultural consultant services, when applicable, shall be billed at direct costs. All consultant fees shall be approved in writing by the Client prior to commencement of any work.

**5. Reimbursable Expenses.**

Out of house printing, courier services, photography, materials, and other out-of-pocket expenses incurred by LA2d, shall be billed to Client by LA2d at 15% above direct cost of said items to LA2d. In House printing will be billed at cost.

\_\_\_\_\_ (Initials)

**6. Invoicing.**

Invoices for completed drawings shall be submitted to the Client for payment upon completion of drawings, and receipt by Client. Invoices for additional services billed hourly shall be submitted each month. All payments are due upon completion of each phase of scope of work and are not subject to any other condition unless otherwise specified. All invoices are due upon receipt, and are considered past due after 30 days. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole election of LA2d. In the event that LA2d is required to take any action to collect any unpaid amounts, the Client shall be responsible for all reasonable costs of such collection actions, including but not limited to reasonable attorneys' fees at all levels including pre-case initiation, trial, and appellate levels, as well as court costs.

\_\_\_\_\_ (Initials)

**7. Indemnification.**

The Client shall indemnify and hold harmless LA2d and all of its personnel from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees at all levels plus court costs) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent (or worse) act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except LA2d), or anyone for whose acts the Client and/or such persons or entities may be liable..

\_\_\_\_\_ (Initials)

**8. Access to Site.**

Except as is otherwise provided herein, LA2d will have reasonable access to the site for activities necessary for the performance of the services.

**9. Risk Allocation.**

In recognition of the relative risks and benefits of the project to both the Client and LA2d, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of LA2d, and LA2d's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and court costs and expert-witness fees and costs at the pre-trial, trial, appellate, and all court levels, so that the total aggregate liability of LA2d and LA2d's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$ 50,000.00, or LA2d's total Landscape Architectural Fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The Client agrees that in accordance with generally accepted construction practices, the prime contractor (rather than LA2d) will be required by the Client to assume sole responsibility for the job site conditions during the course of the construction project, including job site conditions associated with and/or affecting the safety of persons and property.

\_\_\_\_\_ (Initials)

**10. Termination of Services.**

This Agreement may be terminated in the event of default (as defined in Section 11 hereof) by the non-defaulting party sending written notice of termination to the defaulting party. In the event of such termination by LA2d for Client's default, the Client shall remain responsible for payment to LA2d for any and all services rendered through the date of termination, as well as for all material and other costs incurred by LA2d through the date of termination. In the event



of termination by Client for LA2d's default prior to LA2d's completion of Compensation item 2 hereof ("Completion of Preliminary Design"), then the total fee paid by Client to LA2d up to the time of Agreement termination as well as the payment due LA2d upon LA2d's completion of the "Completion of Preliminary Design" task, shall be prorated and offset between Client and LA2d based upon the amount of work completed by LA2d up to the time of Agreement termination, using LA2d's hourly rates set forth in Section 2 hereof for the calculation.

\_\_\_\_\_ (Initials)

#### 11. Events of Default.

The following shall be deemed events of "Default": (a) If Client fails to make timely payment of any amounts payable under this Agreement within thirty (30) days after the date of the invoice; (b) if either party fails to perform or comply, in a material manner, with any of the covenants, agreements, terms, or conditions contained in this contract, and/or (c) If all or any part of the real property that is the subject of this Agreement, is sold or otherwise transferred/conveyed by Client to a 3<sup>rd</sup> party before the services hereunder have been completed by LA2d. In the event of default event (c) of this Section 11, then LA2d in its sole discretion, shall be entitled to immediately terminate this Agreement via written notice of termination to Client. LA2d shall thereafter be entitled to immediately invoice Client for the total LANDSCAPE ARCHITECTURAL FEE that is set forth in the "Compensation" section of this Agreement. Client shall thereafter pay that invoice to LA2d as and per the terms of Section 6 of this Agreement.

\_\_\_\_\_ (Initials)

#### 12. Remedies.

In the event of any Default, the parties shall be entitled to exercise the following rights and remedies at any time thereafter:

a) If Client is the defaulting party, LA2d may terminate this agreement effective immediately upon written notice to Client, at which point LA2d shall immediately cease performing the Services. LA2d shall thereafter be entitled to recover compensation from Client as is set forth in Section 10 of this Agreement. If LA2d is the defaulting party, Client may exercise any rights and remedies the parties may be entitled to exercise pursuant to Florida law.

b) If LA2d is the defaulting party, then Client may terminate this Agreement effective immediately upon written notice to LA2d, and LA2d shall thereafter be entitled to immediate payment from Client for services completed up to the time of Agreement termination, based upon LA2d's hourly rates set forth in Section 2 hereof. If the Agreement is terminated by Client prior to LA2d's completion of Compensation item 2 hereof ("Completion of Preliminary Design"), then the total fee paid by Client to LA2d up to the time of Agreement termination as well as the payment due LA2d upon LA2d's completion of the "Completion of Preliminary Design" task, shall be prorated and offset between Client and LA2d based upon the amount of work completed by LA2d up to the point of termination, using LA2d's hourly rates set forth in Section 2 hereof for the calculation.

\_\_\_\_\_ (Initial)

#### 13. Ownership of Documents.

13.1 In transmitting Instruments of Service or any other information regarding the Project, both parties warrant the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If either party intends to transmit Instruments of Service or any other information or documentation in digital form, they shall attempt to establish the necessary protocols governing such transmissions.

13.2 LA2D shall be deemed the authors and therefore the owners of our respective Instruments of Service. These Instruments of Service may include drawings, models, renderings, and written specifications. LA2D shall retain all common law, statutory and other reserved rights, as well as copyrights. Any distribution or submission of Instruments of Service to meet official regulatory requirements in connection with the Project or for similar purpose is not to be considered a violation of the reserved rights of LA2D.

13.3 LA2D grant the Architect and the Owner a nonexclusive license to use our Instruments of Service solely and exclusively for the purpose of constructing the Project as well as using, maintaining, altering, and adding to the Project. The license granted in this Agreement shall be conditional upon the Owner's substantially performance of its obligations, including payment of all sums as per the terms of this Agreement. This license granted permits the

Owner, it's consultants, it's Contractor as well as the Contractor's subcontractors and suppliers to reproduce the applicable Instruments of Service solely and exclusively for the use in performing their services or construction for the Project. The license granted in this Agreement shall terminate should LA2D rightfully terminate this Agreement for cause as provided in the Termination or Suspension Section of this Agreement.

- 13.4 No other license or right shall be implied or deemed granted under this Agreement except for the license specifically granted in this Section. Without the prior written consent of LA2D, the Architect and the Owner shall not assign, delegate, sublicense, pledge or otherwise transfer to another party any license granted herein. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to LA2D or their consultants.

LA2d and LA2d's officers, directors, partners, employees, shareholders, owners and sub consultants are hereby forever released by Client from any and all liability to Client for any and all damages, claims, losses, expenses, etc. including attorney fees and court costs at the pre-trial, trial, appellate, and all court levels, arising out or associated with the use of the drawings by Client in a manner that is violative of or that is inconsistent with this Section 13 and/or other provisions of this Agreement. Client hereby agrees to and shall fully indemnify, defend, and hold harmless LA2d and LA2d's officers, directors, partners, employees, shareholders, owners and sub consultants, from and against any and all damages, claims, losses, expenses, etc. including attorney fees and court costs at the pre-trial, trial, appellate, and all court levels, arising out or associated with the use of the drawings by Client in a manner that is violative of or that is inconsistent with this Section 13 and/or other provisions of this Agreement.

\_\_\_\_\_(Initial)

**14. Electronic Receipt and Deliverables.**

The Landscape Architect and the Consultant shall mutually provide each other with copies of electronic media such as drawings and specifications on an as needed basis to affect the completion of the design documents. Drawing files shall be sent to LA2d in AutoCAD 2016 or earlier version. Drawing files shall be distributed to consultants in AutoCAD 2016 format. Additional formats may be provided to consultants at an additional cost of \$85/hour, if an earlier version of CAD is required. Refer to Database Indemnification Agreement.

**15. Applicable Laws, Jurisdiction, Venue & Jury Trial.**

This Agreement shall be governed by the laws of the State of Florida and Professional Services shall be performed compliance with the laws of the State of Florida. If both parties have selected arbitration as the method of binding dispute resolution, then the Federal Arbitration Act shall govern.

\_\_\_\_\_(Initials)

**16. Dispute Resolution**

- 16.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of LA2D's services, LA2D may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 16.2 If the parties do not resolve a dispute through mediation pursuant to this Section 16.1, the method of binding dispute resolution shall be arbitration.
- 16.3 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**17. Travel Time.**

Travel time for out of Miami- Dade county for meetings during all stages of the project shall be billed at \$65.00/hr.

\_\_\_\_\_(Initials)

**18. Revisions.**

Revisions to construction drawings after final plans have been submitted and approved by the Client shall be billed at the hourly rates outlined above. During the permitting process, LA2d will address one round of city comments specifically regarding LA2d's scope of work only to obtain approvals. However, revisions necessary at any stage/phase of the project due to significant site plan changes by the architectural or engineering consultants, and not due to fault of LA2d, shall be billed at hourly rates.

\_\_\_\_\_ (Initials)

**19. Notice.**

According to Florida's construction lien law (sections 713.001-713.37, Florida statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. Please be aware of construction lien law policies.

\_\_\_\_\_ (Initials)

**20. Miscellaneous Provisions**

**20.1** Unless otherwise provided in this Agreement, LA2D shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project Site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances. No hazardous materials of any kind may be specified in the plans and specifications produced by Consultant.

**20.2** LA2D shall not have control over or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractors' responsibility under their respective Contracts. LA2D will be responsible to review and comment regarding the adequacy of the Consultant's design as may be affected by any means or methods proposed by the Contractors. LA2D shall not be responsible for the Contractors' schedules or failure to carry out the Work or to meet their schedules for delivery or completion in accordance with the Progress Schedule.

**21. Schedule.**

Each phase of the project listed below shall be completed by LA2d by the specified date, unless delayed by events wholly outside of the control of LA2d in which case the completion date shall be extended by the amount of such delay. For any phase below not containing a completion date, LA2d shall provide a specified completion date as soon as such a date can be reasonably determined, but in any event LA2d shall make every effort to provide a specified completion date for a phase before commencement of such phase. Any deadline related to construction and project implementation will be determined and coordinated by the General Contractor and subcontractors.

1. Completion of preliminary design 2-3 weeks from the time that executed proposal, retainer and all drawings/survey in electronic format requested have been received in our office. This time frame is subject to change depending on the load of work LA2D have at the time the proposal is executed.
2. Completion of final drawings and construction documents will occur within 2-3 weeks approval from Client and the Board of Architects from regulatory agencies if applicable has been issued provided that LA2d is not delayed by other consultants engaged in the project such as structural engineer, pool engineer, architect, etc. The Construction Documents shall conform to the intent of the Schematic Design/Design Development Documents as finally approved by Owner.

LA2D will perform these services with reasonable diligence and expediency consistent with sound professional practices to meet the deadline of proposed schedule for Final Construction Documents Phase. However: The Client and LA2D are aware that many factors such as but not limited: changes in scope, character or for delays or other causes beyond LA2D's reasonable control. may affect the ability to complete the services to be provided under this agreement.

**22. Notices by Client or LA2d.**

Notices required or desired to be given hereunder by Client and/or LA2d to each other, shall be sent by certified mail, return receipt requested, addressed to:

**LA2d:**

Mr. Lewis E. Aqüi  
Lewis Aqüi Landscape +Architectural Design. LLC  
7408 B SW 48<sup>th</sup> Street  
Miami, FL 33155

**Client:**

Ms. Tailleen Arias  
Loyola Elementary  
2900 NW 109th Ave.  
Doral, FL 33172

**ACCEPTANCE OF THIS AGREEMENT:**

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Ms. Tailleen Arias

Date



07-09-18

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Lewis E. Aqüi  
Florida Registered # LA 6667140  
ASLA / LEED AP  
Principal Lewis Aqüi Landscape + Architectural Design, LLC  
(LA2d)

Date

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**LOYOLA ELEMENTARY SCHOOL BUILDING**

Gross SF Building Area:

Preliminary Cost Breakdown.

Date: 8/1/2019

| Item #             | DESCRIPTION                  | QTY | UNIT | Material/Spec    | AMOUNT       | NOTES     |
|--------------------|------------------------------|-----|------|------------------|--------------|-----------|
| <b>LANDSCAPING</b> |                              |     |      |                  |              |           |
|                    | Preliminary Landscape design | 1   | LS   | Budget           | \$ 5,000.00  |           |
|                    | Sod and Grading              | 1   | LS   | Budget           | \$ 5,000.00  |           |
|                    | Landscaping and Irrigation   | 1   | LS   | Budget           | \$ 15,000.00 |           |
| <b>FINISHES</b>    |                              |     |      |                  |              |           |
|                    | Paint                        | 1   | LS   | Sherwin Williams | \$ 10,000.00 | Completed |
|                    | Paint of railings            | 1   | LS   | Sherwin Williams | \$ 9,800.00  | Completed |
|                    | MANAGEMENT FEE               | 8   | %    |                  | \$ -         |           |
|                    | <b>TOTAL COST</b>            |     |      |                  | \$ 44,800.00 |           |

**RESOLUTION No. 20-53**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2020 FAÇADE IMPROVEMENT GRANTS IN THE AMOUNT OF \$7,615.50 TO VILLAGE OF DORAL GREENS HOMEOWNERS ASSOCIATION; \$10,000.00 TO VILLAGE OF DORAL DUNES HOMEOWNERS ASSOCIATION; \$3,837.02 TO DORAL MEADOWS HOMEOWNERS' ASSOCIATION; AND \$10,000.00 TO LOYOLA ELEMENTARY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral provides financial assistance to businesses and commercial property owners in Doral through the Façade Improvement Grant in order to stimulate private sector investment, economic growth and the beautification of buildings within Doral; and

**WHEREAS**, the City of Doral received four (4) applications in response to the FY 20 Cycle of the Façade Improvement Grant; and

**WHEREAS**, after careful review of the applications, the Façade Improvement Grant Evaluation Committee respectfully recommends that the Mayor and City Council approves Façade Improvement Grant awards to each of the following organizations:

1. Village of Doral Greens Homeowners Association- \$7,615.50
2. Village of Doral Dunes Homeowners Association- \$10,000.00
3. Doral Meadows Homeowners' Association - \$3,837.02
4. Loyola Elementary - \$10,000.00

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1.** The Mayor and the City Council of the City of Doral hereby approves a Façade award of \$7,615.50 TO Village of Doral Greens Homeowners Association, \$10,000.00 to Village of Doral Dunes Homeowners Association, \$3,837.02 to the Doral

Meadows Homeowners' Association, and \$10,000.00 to Loyola Elementary. Funding will come from Account No. 001.50005.500820.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilman Cabrera who moved its adoption.

The motion was seconded by Councilwoman Cabral and upon being put to a vote, the vote was as follows:

|                              |     |
|------------------------------|-----|
| Mayor Juan Carlos Bermudez   | Yes |
| Vice Mayor Christi Fraga     | Yes |
| Councilwoman Digna Cabral    | Yes |
| Councilman Pete Cabrera      | Yes |
| Councilwoman Claudia Mariaca | Yes |

PASSED AND ADOPTED this 22 day of April, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY