CITY OF DORAL

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **1st day of July, 2025** ("Effective Date") by and between the **City of Doral**, Florida, ("City") and **Midtown Doral Condominium 2 Association Inc.**, owner of a property located at **7751 NW 107th Ave., Doral FL 33178** whose Federal I.D. No. is **47-5086820** ("Recipient").

RECITALS

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

WHEREAS, the Doral Façade Improvement Grant Program ("Program") provides financial assistance to businesses, homeowner associations and property owners in the City 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 of approved improvements, 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 Program, Fernando Da Silva, as a duly authorized representative of Recipient, applied for a Grant to assist the Recipient in making exterior property improvements to the property located at 7751 NW 107th Ave., Doral FL 33178; 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 construction of the comprehensive exterior improvements more particularly described in Exhibit "B" (the "Project"), provided the same are deemed acceptable to the City Manager and upon receipt of all documentation relating to the project's improvement costs, the City shall reimburse Recipient for 50% of the construction cost up to a maximum grant of \$10,000.00. In the event that Recipient fails to complete the Project by the Completion Date, as the term is defined in subsection II(F), the 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 work beyond the scope of the City authorized improvements, nor shall the City be liable for improvements which are made after the 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 retained by Recipient or associated with the Project. Payments to any of the Recipient's contractors, architects or other parties are the sole responsibility of the Recipient.

II) Recipient Obligations and Responsibilities:

- (A) Recipient acknowledges and agrees that the payment of grant funds by the City shall be paid solely on a reimbursement basis and shall only be for 50% of the construction cost of the Project, up to a maximum grant amount of **\$10,000.00**; and
- (B) Recipient acknowledges and agrees that the grant funds will be limited to reimbursements for the specific Project approved by the City on the property located at, 7751 NW 107th Ave., Doral FL 33178, as more particularly set forth in Exhibit "B"; 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 (letter of consent/authorization is attached hereto as Exhibit "A") and as such it is authorized to contract for exterior property improvements; and
- (D) If not already provided to the City, the Recipient shall provide to the City a final design sketch of the exterior property improvements along with the selected contractor's bid for the improvements; and
- (E) In addition to the bid provided in II(D), above, Recipient shall be required to provide at least two additional comparable estimates by licensed contractors. All general exterior property improvements for the Project shall be consistent with all applicable Federal, State and City of Doral codes and design regulations; and
- (F) Recipient agrees that the Project, as set forth in Exhibit "B," shall be completed by July 1st, 2026 (the "Completion Date") and no grant fund reimbursement payments shall be made prior to successful completion as determined by the City; and
- (G) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and
- (H) Recipient shall maintain books, records, and documents and adequate internal controls concerning the Project, to sufficiently and properly reflect all expenditures of funds that will be subject to reimbursement by the City under this Agreement; and
- Recipient shall make all books pertaining to the business and 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
- (J) The Recipient shall submit to the City not more than sixty (60) days after the Project is completed, all supporting documentation to verify the expenditures for which it seeks reimbursement, 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 Project. The sufficiency of the documentation for verification of expenditures is at the City's sole discretion and determination. The

Recipient shall not be provided reimbursement for work performed that is not adequately documented as having been complete and paid; and

(K) 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 representations of the Recipient:

- (A) 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.
- (B) 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.
- (C) The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
- (D) 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 Effective Date 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 rd Terrace
	Doral, FL 33166

WITH A COPY TO:	City Attorney City of Doral, FL 8401 NW 53 rd Terrace Doral, FL 33166
AS TO RECIPIENT:	Midtown Doral Condominium 2 Association Inc. 7751 NW 107th Ave. Doral, FL 33178
WITH A COPY TO:	

(VI) Additional Terms and Conditions

- (A) <u>Limitation of Liability, Indemnification and Hold Harmless</u>. Recipient acknowledges that the City is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, to the fullest extent permitted by law, Recipient shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Recipient and persons employed or utilized by the Recipient in the performance of this Agreement or in relation to the Project. This indemnification shall survive the term of this Agreement.
- (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:

Midtown Doral Condominium 2 Association Inc., 7751 NW 107th Ave., Doral FL 33178

- (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 under this Agreement, Recipient must agree to keep the façade improvements or Project 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 or Project with the specified time frame shall be cause for the City to demand reimbursement of granted funds. Upon demand from the City, the Recipient'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 Recipient further agrees to execute, as a condition to this Agreement, 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.

(VI) Public Records Law.

The Recipient shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Recipient and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Recipient shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Recipient does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Recipient transfers all public records to the City upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Recipient fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Recipient fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Recipient by and through its authorized representative, who has been duly authorized to execute same.

ATTEST:

DocuSigned by: NV 1 ku D0FBF85CABE

CONNIE DIAZ, CMC CITY CLERK

DORAL, FLORIDA

Sig . 34F6161D4F3

ZEIDA SARDIÑAS CITY MANAGER

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

DocuSigned by

LORENZO COBIELLA GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC CITY ATTORNEY

AS TO RECIPIENT

ATTEST:

CORPORATE SECRETARY

CARLOS PEREZ

Treasurer Board of Directors

By: Signature Print Name: FERNANDO DA SILVA

Title: President Board of Directors

RESOLUTION No. 25-142

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2025 CYCLE FAÇADE IMPROVEMENT GRANTS IN THE AMOUNT OF SEVEN THOUSAND EIGHT HUNDRED EIGHTY THREE DOLLARS AND 47/100 (\$7,883.47.00) TO APEX AT PARK CENTRAL NEIGHBORHOOD ASSOCIATION: TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) TO DORAL DIGITAL REPROGRAPHICS CORP.; TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) TO MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION INC.; NINE THOUSAND NINE HUNDRED FORTY DOLLARS AND 00/100 (\$9,940.00) TO THE COURTS AT DORAL ISLES CONDOMINIUM ASSOCIATION; AND TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) TO VILLAGE OF DORAL COVE ASSOCIATION INC.; PROVIDING FOR **IMPLEMENTATION:** PROVIDING FOR INCORPORATION OF **RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Doral received five (5) applications by eligible organizations

in response to the FY2025 Cycle of Façade Improvement Grant Applications by May 9th,

2025; and

WHEREAS, after careful review of the applications, the Façade Grant Evaluation

Committee respectfully recommends that the Mayor and City Council approve Façade

Improvement Grant awards to each of the following organizations:

- 1. Apex at Park Central Neighborhood Association Recommended Award: \$7,883.47
- 2. Doral Digital Reprographics Corp. Recommended Award: \$10,000.00
- 3. Midtown Doral Condominium 2 Association Recommended Award: \$10,000.00
- 4. The Courts at Doral Isles Condominium Association Recommended Award: \$9,940.00
- 5. Village of Doral Cove Association Inc. Recommended Award: \$10,000.00

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

Section 1. <u>Recitals.</u> The above recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

Section 2. Approval. The Mayor and the City Council of the City of Doral hereby approves a Façade Improvement Grant award of Seven Thousand Eight Hundred Eighty Three and 47/100 (\$7,883.47) to Apex at Park Central Neighborhood Association, Ten Thousand Dollars and 00/100 (\$10,000.00) to Doral Digital Reprographics Corp., Ten Thousand Dollars and 00/100 (\$10,000.00) to Midtown Doral Condominium 2 Association, Nine Thousand, Nine Hundred Forty Dollars and 00/100 (\$9,940.00) to The Courts at Doral Isles Condominium Association, and Ten Thousand Dollars and 00/100 (\$10,000.00) to Village of Doral Cove Association Inc.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Reinoso who moved its

adoption. The motion was seconded by Councilmember Pineyro and upon being put to

a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 4 day of June, 2025.

CHRISTI FRAGA, MAYOR

CITY CLERK

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

LORENZO COBIELLA GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC CITY ATTORNEY

Facade Improvement Grant Application



Submitted on	8 May 2025, 4:21PM
Receipt number	19
Related form version	8

Grant Overview

Grant Overview Acknowledgement

I acknowledge and accept the terms of the grant program

Organization Information

Organization Name	Midtown Doral Condominium 2 Association Inc	
Federal Employer ID Number (FEIN) number	47-5086820	
Florida Corporation Number	N1500008881	
Year of Incorporation	09/16/2025	
Organization Address	7751 NW 107 Ave Doral FL 33178 No coordinates found	

Document Upload

State of Florida Certificate of Incorporation	Sunbiz MD2.pdf
City of Doral Certificate of Use (not required for HOAs or Property Owners)	
City of Doral Local Business Tax Receipt (BTR), or Proof of Non-Profit Status	Domestic Non-Proft.pdf
Signed proof of consent letter from property owner or HOA	Letter approve.pdf
Estimate #1 from Licensed Contractor for proposed property improvements	MD2.PAINT Proposal 410K.pdf
Estimate #2 from Licensed Contractor for proposed property improvements	Midtown Doral Bldg.2 Proposal 289K.pdf
Estimate #3 from Licensed Contractor for proposed property improvements	MPE Proposal updated 270K.pdf
Picture(s) of current facade	Picture Building.jpg

Conceptual rendering of proposed improvements	Conceptual Rendering.pdf
Upload Florida Statutes on Public Entity Crimes Affidavit here	Florida_Statutes_on_Public_Entity_Crimes_Affidavit SIGNED AND NOTARIZED.pdf

Indemnity and Hold Harmless Agreement

Indemnity and Hold Harmless Agreement Acknowledegment I acknowledge and accept the terms of the Indemnity and Hold Harmless Agreement

Improvement Project Checklist

Proposed improvements	Facade Patching/painting
Project Narrative	The proposed façade improvement consists of repainting the entire building using the existing color scheme. The primary goal of this project is to refresh and restore the appearance of the building by addressing visible wear, fading, and discoloration that have occurred over time due to weather exposure and age.
Are the improvements proposed for grant funding part of a larger renovation?	The improvements proposed for the grant are independent and are not part of a broader renovation of the property, as they consist solely of repainting it entirely.
How will the improvements beautify the surrounding community?	This conceptual rendering emphasizes the renewed aesthetic appeal that will result from the repainting process. The refreshed façade will: •Improve the curb appeal of the building. •Contribute to the visual harmony of the surrounding streetscape. •Reflect positively on the neighborhood and the City of Doral's beautification efforts.
Total proposed project cost	300.000
Total Facade Improvement Grant amount requested	10.000
Proposed project date	11/03/2025

Project Budget Form

	Fill Form Online	
Item 1	Description	
	Materials	
	\$ Dollar Amount 60000	
Item 2	Description Labor	

	\$ Dollar Amount 210000	
Item 3	Description Equipments	
	\$ Dollar Amount 30000	

Upload Project Budget Form

Authorized Signer Information

First Name	Fernando
Last Name	Da Silva
Job Title	President Board of Directors
Telephone	7863203887
Email	boardmd2@gmail.com
Authorized Signer	

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Link to signature



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Detail by Entity Name

Florida Not For Profit Corporation MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION, INC.

Filing Information

Document Number	N15000008881
FEI/EIN Number	47-5086820
Date Filed	09/16/2015
State	FL
Status	ACTIVE

Principal Address

175 Fontainebleau BoulevardC/O Loyalty Property Management2-M5Miami, FL 33172

Changed: 10/23/2024

Mailing Address

175 Fontainebleau Boulevard 2-M5 Miami, FL 33172

Changed: 10/23/2024

Registered Agent Name & Address

CARLOS F. MARTIN ESQ 2525 Ponce de Leon Blvd 300 Coral Gables, FL 33134

Name Changed: 10/23/2024

Address Changed: 10/23/2024

Officer/Director Detail

Name & Address

Title President

Da Silva, Fernando 175 Fontainebleau Boulevard 2-M5 Miami, FL 33172

Detail by Entity Name

Title VP

Cardenas, Carmen Luisa 175 Fontainebleau Boulevard 2-M5 Miami, FL 33172

Title Treasurer

Perez, Carlos 175 Fontainebleau Boulevard 2-M5 Miami, FL 33172

Annual Reports

Report Year	Filed Date
2024	04/22/2024
2024	10/23/2024
2025	04/09/2025

Document Images

<u>04/09/2025 ANNUAL REPORT</u>	View image in PDF format
10/23/2024 AMENDED ANNUAL REPORT	View image in PDF format
<u>04/22/2024 ANNUAL REPORT</u>	View image in PDF format
<u>04/13/2023 ANNUAL REPORT</u>	View image in PDF format
09/19/2022 AMENDED ANNUAL REPORT	View image in PDF format
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04/03/2017 ANNUAL REPORT	View image in PDF format
03/24/2016 ANNUAL REPORT	View image in PDF format
09/16/2015 Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations



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	5	Sec. 1		Fax Number : (561)694-1639

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Email Address:

FLORIDA PROFIT/NON PROFIT CORPORATION

Midtown Doral Condominium 2 Association, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	15
Estimated Charge	\$78.75



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ARTICLES OF INCORPORATION

OF

MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1 NAME

The name of the corporation shall be MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2 OFFICE

The principal office and mailing address of the Association shall be at 782 NW 42 Avenue, Suite 332, Miami, Florida 33126, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3 PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Miami-Dade County, Florida, and known as MIDTOWN DORAL CONDOMINIUM 2 (the "Condominium").

ARTICLE 4

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5 POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 <u>General</u>. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 <u>Enumeration</u>. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against the members of the Association as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To assume all of the Developer's and/or its affiliates', responsibilities to the City, to the County, and its and their governmental and quasigovernmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, all as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
 - (c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
 - (d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.

- (e) To purchase insurance covering the Condominium Property and Association Property and Insurance for the protection of the Association, its officers, directors and Unit Owners.
- (f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.
- (g) To approve or disapprove of the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations governing the use of the Condominium Property and Association Property.
- (i) To contract for the management and maintenance of the Condominium Property and/or Association Property, or any portion thereof, and to authorize a management agent (which may be an affillate of the Developer) to assist the Association In carrying out its powers and duties by performing such functions (such as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property) with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (j) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.
- (k) To comply with the obligation to: (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.
- (i) The duty and obligation to comply with each and every of the requirements and obligations of the Master Covenants.

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(m) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasigovernmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unitles of title, covenants in lieu thereof, etc.), and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a flen on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.

5.3 <u>Association Property</u>: All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

- 5.4 <u>Distribution of Income: Dissolution</u>. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).
- 5.5 <u>Limitation</u>. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 6 MEMBERS

- 6.1 <u>Membership</u>. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 6.2 <u>Assignment</u>. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

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6.3 <u>Voting</u>. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 <u>Meetings</u>. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7 TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved in accordance with applicable law. In the event that the Association is dissolved, and to the extent that responsibility for the surface water management system is the responsibility of the Association, then the property consisting of the surface water management system and the right of access to the portions of the Condominium Property containing the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE 8 INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Name

Address

Nelson Monroy

782 NW 42 Avenue, Suite 332, Miami, Florida 33126

ARTICLE 9 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may

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provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Antonio Malave

782 NW 42 Avenue, Suite 332, Miami, Florida 33126

Vice President:

Ezequiel Zamora

Secretary/Treasurer

Edda Pujadas

782 NW 42 Avenue, Suite 332, Miami, Florida 33126

782 NW 42 Avenue, Suite 332, Miami, Florida 33126

ARTICLE 10 DIRECTORS

- 10.1 <u>Number and Qualification</u>. The property, business and affairs of the Association shall be managed by a board consisting of three (3) directors, unless the size of the Board is changed in the manner provided by the By-Laws. Directors need not be members of the Association.
- 10:2 <u>Duties and Powers</u>. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 10.3 <u>Election: Removal</u>. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 <u>Term of Developer's Directors</u>. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 <u>First Directors</u>. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
Antonio Malave	782 NW 42 Avenue, Suite 332, Miami, Florida 33126
Ezequiel Zamora	782 NW 42 Avenue, Suite 332, Miami, Florida 33126
Edda Pujadas	782 NW 42 Avenue, Suite 332, Miami, Florida 33126

10.6 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: In good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association, whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 11 INDEMNIFICATION

11.1 <u>Indemnitees</u>. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if

he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of Itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Article 11 In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper,

- 11.3 <u>Indemnification for Expenses</u>. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or subsection 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.
- 11.4 <u>Determination of Applicability</u>. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a

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determination that Indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- By the Board of Directors by a majority vote of a quorum consisting of (a) directors who were not parties to such proceeding;
- If such a quorum is not obtainable or, even if obtainable, by majority (b)vote of a Committee duly designated by the Board of Directors (In which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c)By independent legal counsel:
 - selected by the Board of Directors prescribed in paragraph (i) 11.4(a) or the committee prescribed in paragraph 11.4(b); or
 - (ii) if a quorum of the Directors cannot be obtained for paragraph 11,4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- By a majority of the voting interests of the members of the Association (d) who were not parties to such proceeding.
- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of Indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.
- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding, or any threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other

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employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity: Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 11.8 <u>Continuing Effect</u> Indemnification and advancement of expenses as provided in this Article 11 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inute to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 <u>Application to Court</u>. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent

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Jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay such individual's reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
- (C) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding. that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which. he or she reasonably believed to be not in, or opposed to, the best Interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.
- 11.10 <u>Definitions</u>. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses

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actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or Investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

- 11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.
- 11.12 <u>Amendment</u>. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE 12 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner;

- 13.1 <u>Notice</u>. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 <u>Adoption</u>. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

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13.3 <u>Limitation</u>. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Subsections 5.3, 5.4 or 5.5 above, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.

- 13.4 <u>Developer Amendments</u>. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 13.5 <u>Recording</u>. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Miami-Dade County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE 14 INITIAL REGISTERED OFFICE: ADDRESS AND NAME OF REGISTERED AGENT

The Initial registered office of this corporation shall be at 782 NW 42 Avenue, Suite 332, Miaml, Florida 33126, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Nelson Monroy.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature this <u>4</u> day of <u>50 Condec</u>, 2015.

Nelson Monroy, Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First – That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Miami-Dade, State of Florida, the Association named in the said articles has named Nelson Monroy, located at 782 NW 42 Avenue, Suite 332, Miami, Florida 33126, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate. I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Fiorida law relative to keeping the registered office open.

Nelson Monroy, Registered Agent 8۷ Name: 🔀 Dated this <u>A</u> day of <u>Sep</u> 2015

Letter approving the work to be done to the property and acknowledging their knowledge and consent of the Facade Grant Application.

I, Fernando Da Silva, as representative of the non-profit MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION Inc,

WHEREAS:

1) Our Structural Integrity Reserve Study (SIRS) establishes the obligation to paint the building no later than 2026.

2) The Association has requested several quotes since 2024 to evaluate the feasibility of the comprehensive painting project for the building.

3) The City of Doral has a "Doral Facade Improvement Grant Program", which offers financial assistance to businesses, homeowners associations, and commercial property owners in Doral to stimulate private investment, beautification, economic growth, and job creation in the city by improving the appearance of buildings within the city limits.

THEREFORE:

As President of the Board of Directors, I will submit for your approval the budget most in the best interest of our Association to paint the entire building by the end of 2025, once the "Doral Facade Improvement Grant Application" decision is known and once the hurricane season has concluded.

Fernando Da Silva President Board of Directors





Skyscraper Construction | 786.220.6915 | kcruz@skyscrapercm.com | www.skyscrapercm.com



REQUEST FOR PROPOSAL RESPONSE



Lump Sum Bid Proposal: Exterior Painting of Elevations			
Division	Schedule of Values	Project Cost	
Division 01	General Conditions Includes the following: Mobilization Debris Removal throughout project Expendable Tools General Liability Insurance Workers Compensation Insurance Final Cleaning of project for turnover Safety Swingstages and equipment	\$55,108.52	
Exterior Painting Paint:	Includes labor and materials to complete the following:		
PPG Permanizer	Location: Ground Floor	¢ (7.007.00	
10 Year, Manufacture Warranty. Paint is NOT considered to be used as waterproofing paint.	a. Paint exterior stucco walls and underside of terraces (ceiling). b. 28,729 approx. SF of paintable area x \$2.20 per SF. = \$63,203.80	\$63,203.80	
Exterior Painting Paint:	Includes labor and materials to complete the following:		
PPG Permanizer	Location: 2nd floor to roof		
10 Year, Manufacture Warranty. Paint is NOT	a. Paint exterior stucco walls, underside of balconies, and concrete brows, and stucco parapets.	\$212,330.80	
considered to be used as waterproofing paint.	b. 96,514 approx. SF of paintable area. x \$2.20 per SF = \$212,330.80		
Overhead and GC Fee		\$41,849.62	
	Total Project Investment	\$372,492.74	



Protect in one less coat with Loxon XP[™] Waterproofing Masonry Coating





Loxon XP[™] Waterproofing Masonry Coating is a smooth, high-build coating that provides excellent flexibility, durability and weather resistance.







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Loxon XP[™] Waterproofing Masonry Coating provides active moisture resistance protection that requires no priming^{*} and fewer coats saving you time and money.





Provide Protection in Fewer Coats

Requires one less coat compared to conventional masonry coatings, saving time and money.



Prolong the Life of Concrete and Masonry

Keeps concrete and masonry surfaces looking great by resisting damage from weathering.



Protect Masonry from Damp Conditions

Seals and protects exterior aboveground masonry.



Finish Jobs Faster

No need to prime. Apply directly to the concrete and cementitious surfaces.



Industry-leading innovation from a name you can trust. Many hours of field testing, years of research and decades of experience go into developing coatings that are better for your business. Sherwin-Williams has been committed to quality for more than 150 years and has a complete line of extraordinary paints and stains, plus rich, beautiful colors to set your work apart.

Lump Sum Bid Proposal: Exterior Painting of Elevations		
Division	Schedule of Values	Project Cost
Division 01	General Conditions Includes the following: Mobilization Debris Removal throughout project Expendable Tools General Liability Insurance Workers Compensation Insurance Final Cleaning of project for turnover Safety Swingstages and equipment	\$55,108.52
Exterior Painting Paint: Sherwim Williams Loxon XP 10 Year, Manufacture Warranty. Paint is considered to be used as waterproofing paint.	Includes labor and materials to complete the following: Location: Ground Floor a. Paint exterior stucco walls and underside of terraces (ceiling). b. 28,729 approx. SF of paintable area x \$2.50 per SF. = \$71,822.50	\$71,822.50
Exterior Painting Paint: 10 Year, Manufacture Warranty. Paint is considered to be used as waterproofing paint.	Includes labor and materials to complete the following: Location: 2nd floor to roof a. Paint exterior stucco walls, underside of balconies, and concrete brows, and stucco parapets. b. 96,514 approx. SF of paintable area. x \$2.50 per SF = \$241,285.00	\$241,285.00
Overhead and GC Fee		\$41,849.62
	Total Project Investment	\$410,065.64

SCOPE CLARIFICATIONS

Below is a list of clarifications which are organized per division and include any Exclusion/Inclusions. Our bid is based on the address above.

Exclusions & Clarifications	 Any and all unforeseen conditions Any scope of work not described herein Any cost relating to inspections, surveys, field testing and/or engineering that is not stated above. Landscaping/hardscape/Irrigation/fencing by others, not included in this proposal. Any scope not mentioned above will be and can be considered a change order. Plumbing, Electrical, Mechanical, Fire alarm work or service is excluded from our scope of work; by others. No permitting or expediting of any kind included in this proposal No civil work Included (if required). Not included (Mechanical, Electrical, or Plumbing) (If required). No interior work is included, to be completed by others. No painting of any balcony floors is included at all. No painting of any vindow frames or door metal frames. No painting of any railings or frames. No light poles, parking curbs and stripes, No areas in parkings garages of master association areas shared between all buildings. Any area not specifically specified is excluded. No light fixtures and decorative accoutrements.
Owner Responsibilities	1. Provide parking to Skyscraper Construction at no cost. 2. Allow access to areas as needed and provide key/access card.
General Notes	 Potable water to be provided by owner Power supply connection to be provided by owner Place to store port-a-potty or bathroom access to be provided by owner Place to store materials and tools to be provided by owner All work to be in accordance with ICRI standards* Contractor shall have access to all work areas simultaneously Any and all items in the right away removed from work area by owner (if any)

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This document is a contract for the Construction project located at the address above. Project estimate are based on the address.

This agreement is entered into by and between Skyscraper Construction, LLC and the Client, ("Owner"), listed at the top of this agreement, for services to be rendered at the address listed at the top of this agreement.

SERVICES PROVIDED: Skyscraper Construction, LLC agrees to perform the services as detailed in this document.

TIME: Time is of the essence of this agreement and Skyscraper Construction LLC agrees to keep the Owner aware of any project events, delays and general progress on a consistent basis.

CHANGE ORDERS: Client understands that NO alterations, additions, or any small changes can be made in the scope of work, without the written Change Order signed by the Owner. If Change Order scope requires additional time, the Change Order will include overhead, and management costs associated. If any unforeseen or differing site conditions arise, the Owner will immediately be notified and only upon approval of Owner, a Change Order will be executed to carry out the work.

WORKMANSHIP & WARRANTY: The Scope of Work will be performed in a manner consistent with manufacturer specifications and building codes. The warranty period will commence upon substantial completion according to the specific Scope of Work. This limited warranty is expressly conditioned on Skyscraper Construction having reasonable opportunity to inspect the alleged defect, and Skyscraper Construction receipt of payment in full pursuant to this Contract and any Change Orders signed thereafter.

LABOR WARRANTY: 1 Year

MATERIAL/MANUFACTURE WARRANTY: WARRANTY BY MANUFACTURE: 10 YEAR

Skyscraper Construction will guarantee workmanship and materials for the period stated above. Owner must provide Skyscraper Construction with written notice of all work it would like Skyscraper Construction to warranty within 30 days after discovery of a potential warrantable issue. Skyscraper Construction will then evaluate the warranty claim, and all valid warranty claims will be corrected within a reasonable timeline.

LIMITATIONS ON COVERAGE: Skyscraper Construction will not be liable for conditions outside of its control, including but not limited to the following: a) failure due to physical abuse; b) failure due to acts of God; c) failure of wood due to contact with water from irrigation systems; d) failure due to structural settling and/or moisture-related problems, i.e. roofing leaks, broken water pipes or flooding; e) failure of the wood due to the breakdown of any paint, stain and/or other material(s) applied to the wood; f) failure of the wood due to Owner's failure to properly treat the wood as necessary to protect the wood; g) vandalism; h) tenant abuse; and i) termite damage.

ARBITRATION: in the event of a dispute between the parties to this agreement, whether or not resulting in litigation, or if any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorney's fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Section 101 etseq., or any successor statutes).

ELECTRONIC SIGNATURE: Owner/Client understands that any agreements or electronic signatures are legally binding.

ENTIRE AGREEMENT: There are no other agreements, promises or understandings between these parties except as specifically set forth herein. It is the Owner's responsibility to make certain that all aspects of the project are detailed in the scope of work section of this contract. This legal and binding contract will be construed under Florida Law, will not be recorded and if not understood, parties should seek competent legal advice. Time is of the essence of this agreement.

SITE ACCESS AND RIGHTS OF WAY: The Owner will provide, no later than the date provided by Skyscraper Construction, access to that portion of the property to which the Scope of Work is to be performed, and any other portions of the property designated herein for use by Skyscraper Construction. Owner will provide a suitable location for a storage container. Any delay in furnishing these areas will extend the time to complete the Scope of Work and entitle Skyscraper Construction to an adjustment in the Contract Price and time in which to complete the Contract. This agreement to enter into a contract is valid for 30 days from the contract date; after which all prices are subject to change.

RIGHT TO CANCEL: Client/Owner may at any time and for any reason terminate contractor's services work at owner's convenience. Upon receipt of such notice, contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this agreement.

Upon such termination, contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this agreement; plus, (2) such other costs actually incurred by contractor as are permitted by the prime contract and approved by owner; (3) plus 30% of the cost of overhead and profit. There shall be deducted from such sums as provided in this paragraph the amount of any payments made to contractor prior to the date of the termination of this agreement. Contractor shall not be entitled to any claim or claim of lien against client/owner for any additional compensation for damages in event of such termination and payment.

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

GENERAL TERMS AND CONDITIONS:

- 1. Client/owner hereby releases and agrees to defend and hold harmless Skyscraper Construction, its directors, owners, officers, agents and employees from any liability resulting from or due to the insufficient strength of the existing structure of Owner's residence/building/structure to bear weight, and from the results of any subsequent structural fault, except to the extent that such structural fault is solely caused by or is solely attributable to Skyscraper Construction gross negligence.
- 2. Skyscraper Construction will be allowed, by the client/owner, to place promotional banners, on the exterior/and or in front of the property, during the time specified work in this agreement is being conducted.
- 3. Skyscraper Construction will be allowed, by the client/owner, photography of work areas, work being performed by technicians, pre-construction and post construction during the time specified work in this agreement is being conducted.
- 4. Skyscraper Construction will not be held liable for failure of performance due to adverse weather, labor strikes, accidents, fire, flood, explosion, or any other cause or delays beyond its reasonable control. Furthermore, Skyscraper Construction is not liable for any delays caused by the client/owner.
- 5. Owner will disclose any knowledge of the presence of hazardous material (as defined by law) known or suspected on the premises. Should any previously undisclosed hazardous materials be disclosed or discovered after this Contract is signed, Skyscraper Construction may, at its sole discretion, terminate this Contract and Owner agrees to pay for all labor and materials expended up to the date of cancellation lost overhead and profit, and any the cost of any emergency measures taken by Skyscraper Construction
- 6. In any dispute arising under this Contract (whether based in contract, tort, or both), Owner and Skyscraper Construction agree that each party will be responsible for its own attorneys' fees and costs. Moreover, the parties agree that should Owner bring any legal action against Skyscraper Construction for any cause(s) of action, the maximum damages award available to Owner is the amount paid by Owner to Skyscraper Construction under this Contract.
- 7. By signing the terms and conditions, the client/owner of this project agrees to and does hereby indemnify and hold harmless Skyscraper Construction, it's officers, agents and employees from every liability, loss, damage, or expense which may be incurred by reason of: Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or except for liability resulting from the sole negligence or willful misconduct of Skyscraper Construction, it's officers, employees, agents or independent contractors who are directly employed Skyscraper Construction.
- 8. The headings contained in this Contract are for the convenience of the parties only and shall not be used in the interpretation of any provision hereof. If any provision of this Contract is deemed invalid, illegal, or unenforceable, that provision will be severed and all other provisions will remain in full force and effect.
- 9. If accepted, this Contract constitutes the entire Contract between the parties, and supersedes all prior proposals, contracts, or agreements, oral or written, between the parties relating to the subject matter of this Contract.
- 10. Skyscraper Construction advises that there may be changes in the work that are reasonably necessary to accomplish the provisions of this Contract. Skyscraper Construction will notify Owner of such changes prior to commencement of such work in the form of a written Change Order. Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties.
- 11. Skyscraper Construction reserves the right to withdraw or cancel this Contract at any time without any liability.
- 12. Skyscraper Construction is not responsible for any special, consequential and/or indirect damages or loss of use resulting from its performance even if Skyscraper Construction or its agents have been advised of the possibility of such damages or if a remedy set forth herein is found to have failed its essential purpose.
- 13. This offer to enter into a contract is valid for 30 days from the contract date; after which all prices are subject to change
- 14. Skyscraper Construction shall not be held liable for any and all items in the open and in the right of way of work in which it is the clients/owners sole responsibility to remove ALL items to clear path of work and its surrounding areas to minimize disturbance of Skyscraper employees.

Mankyou

Docusign Envelope ID: 69A2825F-58A5

We look forward to working on your project and can't wait for you to see the final product!

and the state of the

You will not be disappointed with Skyscraper Construction.

Skyscraper

O: 786 220 6915 | SKYSCRAPERCM.COM



COMMERCIAL • HEALTHCARE • RESIDENTIAL • EDUCATION • AIRPORT

PROJECT NAME:	DATE		
Midtown Doral-Building 2	03/15/2024		
PROJECT ADDRESS			
7751 NW 107th Ave, Doral, FL 33178			
CONTRACTOR			
CONTACT PERSON	PHONE		
<u>Fernando Da Silva</u>	<u>786-320-3887</u>		
EMAIL	FAX		
Boardmd2@gmail.com			

Scope of work

- Complete pressure washing of the exterior surfaces to remove dirt, mildew, and loose paint, ensuring a clean surface for painting and repairs.
- Application of an elastomeric patch to eliminate all hairline cracks.
- Application of one coat of exterior primer on all prepped surfaces such as walls and ceilings to ensure good paint adhesion and longevity.
- Application of one coat of an 100% acrylic exterior paint over the primed surfaces. (Walls and Ceilings)
- Sanding and cleaning of metal doors to prepare for painting.
- Application of a rust-inhibiting primer to metal doors to prevent corrosion.
- Repaint of metal doors with a durable, exterior-grade paint suitable for metal surfaces.
- Caulking of window as needed.
- INCLUDED in this price: Repair of 200 sq.ft. of damaged stucco on the exterior walls.

Total.....\$289,000.00

7 year warranty for exterior paint provided by Sherwin Williams

Exclusion:

- Painting of Guardrails.
- Painting of balcony floors.

ADD Alternates:

• \$28.00 per SQ.FT for Stucco Repair



8/01/2024

<u>Proposal</u>

Present to: Midtown Condominium Association, Inc. 7751 NW 107 Ave. Doral, Fl 33178

Building #2

We propose to furnish all labor, materials, and equipment to seal, caulk, patch, and paint all exterior surfaces of the above referenced building.

SCOPE:

1.1 General

The work required consists of all preparation, painting, finishing work and related items necessary to complete work described in the recommendations and listed in the paining schedule herein.

1.2 Scope of work

Without restricting the volume or generality of the above, the work to be performed shall include, but is not limited to the following:

- a. Caulking exterior windows of the apartments. Blue taped covered to improve finished.
- b. Apply one-coat of primer exterior of the building (Hallways are not included).
- c. Apply two-coat of paint with roll to 153 apartments. Included 25 commercial business located at the bottom of the building.
- d. Pressure wash the floor and apply two coats of paint to the balconies. two coat of Paint to the roof of the balconies.
- e. Apply one coat of Primer and two- coats of paint interior of the roof of the building, doors, electrical servicer. Included the exterior service door.
- f. Repair any existing cracks in the building and retail spaces.

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Specified Materials:

- a. All materials are to be supplied by the authorized vendor.
- b. All paints shall be delivered in the original and unopened containers, plainly marked with proper designation of the product and color.
- c. The paint shall be used and applied per the label and data sheet instructions and the paint shall not be modified or extended other than provided for in these instructions. The correct surface preparations and condition of surface shall be rigidly adhered to.
- d. All coating materials shall be subject to inspection by OWNER or his designate representative.

MATERIAL, EQUIPMENT AND LABOR

The painting contractor shall furnish all labor, tools, equipment, scaffolding, and/or other structure and supervision required for the cartage, unloading, storage, surface preparation, application, and cleanup of the paint and allied products covered by this recommendation.

PERMITS AND INSURANCE

- 1. The contractor shall obtain, at his own expense, all permits, licenses, and inspections and shall comply with all laws, codes, and ordinances promulgated by authorities having jurisdiction which may bear on the work.
- 2. The contractor agrees to maintain, at his own expense, insurance policies in such an amount and payable in such manner as will protect the customer and contractor, including workman's compensation, in statutory amounts and public liability insurance. The contractor is to take all necessary and reasonable safeguards to protect the public and all parties during the course of work.
- **3.** Lien Waiver required before final draw.
- **4.** Certificate of insurance, naming the owner or his designate CO-insured, copy provided at start of work.

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EXTERIOR PAINT SCHEDULE

- 1. **Stucco/Masonry**: PPG PERMA-CRETE exterior Concrete and StuccoPrimer 4-503.
- 2. Finish: PPG PERMANIZER exterior 100% Acrylic Latex Satin 769-10Series.
- **3.** Patch: Tower Sealants Cat-5 Elastomeric Patch Knife Grade Compound TS-00175
- **4. Caulking**: PPG TOP GUN 400 Elastomeric Acrylic Urethane Sealant 1418 Series.
- 5. Finish: PPG PTT-TECH Plus EP DTM Acrylic Satin 90-1710

• WARRANTY:

This project has ten years of warranty labor and material through PPG warranty program service.

ADDITIONAL WORK INCLUDED:

None

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GENERAL CONDITIONS

CONTRACTOR RESPONSABILITIES

The contractor will provide all labor, materials, and equipment necessary to complete the work specified in this proposal.

The contractor will maintain general liability insurance, automobile, and workman's compensation insurance throughout the duration of the project and shall provide the owner with certificates of insurance upon request.

The contractor, once having begun work in this project, will proceed continuously and expeditiously until all contracted work is completed.

The contractor will use only those materials as specified in the proposal recommendation and instructions. Any substitutions in materials and methods will be done only with the approval of the manufacturer and the owner.

The contractor will perform all work in accordance with the requirements of the manufacturer.

OWNER RESPONSABILITIES

The owner is responsible for ensuring that there are no roof leaks. Roof leaks will adversely affect the contractor's work and possibly void the warranty.

The owner will be responsible to remove all personal property and from the work area the contractor will not be held responsible for any damage to personal property that are left in the work area.

In the event that the contractor completes the contract according to the specifications and the owner for any reason becomes delinquent in their payment obligations, the contractor will be entitled to reimbursement from the owner for any collection costs or attorney's fees associated with the collection of the money due under this contract.

Failure of the owner to pay any portion of the money due to the contractor will be considered a breach of contract. A late payment fee \$500.00 will be charge per day if the payment is not pay in full after one week of the job been completed.



ORDER CHANGE:

• <u>The customer may make additions, alterations, modifications, or</u> <u>deletions to or from the work, however, any such changes must be done</u> <u>in a change order form or amending agreement in writing and initiated</u> <u>or signed by both parties</u>.

Total for all work to be performed including labor and materials:

Total\$270,000.00

A work schedule will be presented prior to commencement of the work

Payment schedule will be as follows:

3 Payments:

35% of upon signing the contract.

35% Middle of the project

30% At the end of the project

Respectfully submitted by,

Noel Sanchez (Owner)

Master Painters Excellence Corp.

Florida License No 15BS00502

PRIDE. QUALITY. COMMITMENT.



Signature	Title	Date	
Signature	Title	Date	

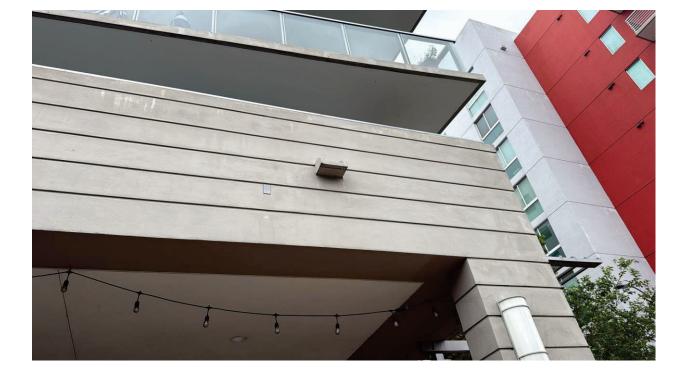
Noel Sanchez (Owner)

Master Painters Excellence Corp.

Florida License No 15BS00502



MIDTOWN DORAL CONDOMINIUM 2 CURRENT CONDITION





MIDTOWN DORAL CONDOMINIUM 2 CURRENT CONDITION







RENDERING - BUILDING WILL BE PAINTED THE SAME COLOR AS ITS CURRENT COLOR SCHEME

CONCEPTUAL RENDERING OF PROPOSED FAÇADE IMPROVEMENT MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION Inc.

The proposed façade improvement consists of repainting the entire building using the existing color scheme. The primary goal of this project is to refresh and restore the appearance of the building by addressing visible wear, fading, and discoloration that have occurred over time due to weather exposure and age.

Although no change in the color palette is proposed, the repainting will result in a substantial visual enhancement, bringing a cleaner, brighter, and well-maintained look to the property. All surfaces currently painted—including walls, trims, architectural details, and accents—will be repainted using the exact same paint colors, finishes, and locations as originally applied.

This conceptual rendering emphasizes the renewed aesthetic appeal that will result from the repainting process. The refreshed façade will:

- Improve the curb appeal of the building.
- Contribute to the visual harmony of the surrounding streetscape.
- Reflect positively on the neighborhood and the City of Doral's beautification efforts.

In the absence of color changes, the rendering demonstrates a "before and after" effect based on condition—showing how the same color scheme, when professionally reapplied, enhances the appearance of the structure by eliminating fading, stains, and surface damage.

This project is a straightforward yet impactful enhancement that ensures the building continues to present a polished and inviting exterior consistent with the city's aesthetic goals.



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 Fernando Da Silva, President (Print individual's name and title)

MIDTOWN DORAL CONDOMINIUM 2 ASSOCIATION, INC. for ______ (Print name of business submitting sworn statement) whose business address is:7751 NW 107th AVE, Doral FL 331 (Address, City, State, Zip Code) and if applicable its Federal Employer Identification Number (FEIN) is <u>47-5086820</u> If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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), **Forda 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.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means 5. 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. agents active management of an entity. and who are in



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.)

X 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.

_____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, <u>AND</u> (please indicate which additional statement applies.)

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 CATEGOR. TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature

Sworn to and subscribed before me this _____8___day of ______, 2025

Personally Known X

Or produced identification _______Notary Public-State of Florida MICHAEL F. ARECES ______My commission expires (Printed, typed Notary Public Office Floridad Notary public) My comm. Expires Sep 21, 2026 Bonded through National Notary Assn.