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Exhibit List

Case #16-5117 Blue Panther Roofing & Construction Corp. Juan C. Orellana

253 Miracle Mile

PAGE	DESCRIPTION
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Applicable Statutes and City, County, and Florida Building Code Provisions

Florida Statutes

Section 489.127. Fla. Stat. Prohibitions; penalties.—

- 1) No person shall:
- (f) Engage in the business or act in the capacity of a contractor or advertise himself or herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified;
- (g) Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent, except as provided in ss. 489.119 and 489.1195;
- (h) Commence or perform work for which a building permit is required pursuant to part IV of chapter 553 without such building permit being in effect; or
- (i) Willfully or deliberately disregard or violate any municipal or county ordinance relating to uncertified or unregistered contractors.

- (4)(a) A certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, may not enter into an agreement, oral or written, whereby his or her certification number or registration number is used, or to be used, by a person who is not certified or registered as provided for in this chapter, or used, or to be used, by a business organization that is not duly qualified as provided for in this chapter to engage in the business, or act in the capacity, of a contractor.
- (b) A certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, may not knowingly allow his or her certification number or registration number to be used by a person who is not certified or registered as provided for in this chapter, or used by a business organization that is not qualified as provided for in this chapter to engage in the business, or act in the capacity of, a contractor.
- (c) A certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, may not apply for or obtain a building permit for construction work unless the certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, or business organization duly qualified by said contractor, has entered into a contract to make improvements to, or perform the contracting at, the real property specified in the application or permit. This paragraph does not prohibit a contractor from applying for or obtaining a building permit to allow the contractor to perform work for another person without compensation or to perform work on property that is owned by the contractor.

CITY'S

City of Coral Gables Code

Sec. 101-58. - Violations.

It shall be a violation of this division for any contractor or subcontractor, operating within the city to commit any of the following acts or omissions:

- (1) To contract for or to do work outside of the scope of work for which the contractor is authorized to perform;
- (4) To depart from or disregard in any material respect the plans or specifications of a construction job without the consent of the owner or their duly authorized representative, and the building official, as defined by the "Florida Building Code;"
- (5) To willfully disregard or violate any provisions of F.S. ch. 489, "Florida Building Code" or the "Zoning Code" of the city, as presently written and as may be hereinafter amended from time to time:
- (6) Misrepresent any fact in an application or supporting papers for any permit required by the Florida Building Code or the zoning code of the city;
- (8) Evade or violate any of the provisions of chapter 10 of the county code, which may be evidenced by, but not limited to, one or more of the following:
 - a. Aiding or abetting any person not holding a certificate of competency to evade or violate any of the provisions of this chapter;
 - b. Allowing a certificate to be used by an unauthorized person;
 - c. Obtaining a permit for any work in which the certificate holder does not actually supervise, direct and control the construction or installation covered by such permit; or
 - d. Subcontracting any work to any person, corporation or firm not holding a certificate of competency for work involved in the subcontract.
- (9) Do any fraudulent act as a certificate holder by which another is injured:
- (10) Fail to supervise, direct, inspect or control all work on any construction project or operation on which the qualifying agent is engaged;

Miami-Dade County Code

Sec. 10-3. - Certificate of competency required to do business.

(a) It shall be unlawful for any person, firm, joint venture, or corporation to engage in the business or act in the capacity of contractor or subcontractor, or for any person to act in the capacity of master, qualifying agent, journeyman, maintenance personnel, installer or any other similar tradesman defined and set forth above, within the incorporated or unincorporated areas of the County, without having made application for and there having been issued a current valid certificate of competency or eligibility for the type of work done by said person, firm, joint venture or corporation from either:

- (1) The State's Florida Construction Industry Licensing Board:
- (2) The State's Florida Electrical Contractor's Licensing Board; or
- (3) The County's Construction Trades Qualifying Board. Holders of County certificates must also be registered with the State in accordance with Section 489.115 or Section 489.513, Florida Statutes.

Provided, however, that for those projects specified in Section 489.103, Florida Statutes, a contractor must be certified by the County's Construction Trades Qualifying Board and registered with the State unless exempted by Chapter 10 of this Code. Nothing herein shall be construed to mean that there cannot be workers in a trade who are not qualified or certified within the definitions herein set forth if such workers are employed by and under the supervision of a contractor qualified in the trade concerned and working with a master or journeyman on the job site, if the grade concerned requires masters and journeymen. Workers not qualified and certified within the definitions herein set forth may work as day laborers for an owner-builder in any trade not requiring masters, journeymen or installers.

Sec. 10-4. - Persons without certificates representing selves as contractors; identification of vehicles.

(a) Any person, firm or corporation not possessing a current certificate of competency and advertising in any newspaper, airwave transmission, phone directory or other advertising media or who issues any card, advertising or device indicating to the public that he is a contractor, or is qualified to engage in the business as a contractor, or who holds himself out as a contractor as plaintiff or defendant in any court of this State, is in violation of, and shall be subject to the provisions and penalties of, this chapter; and a certified copy of such court record or a copy of such newspaper, telephone directory, or other advertising making such assertion shall be prima facie evidence in court, or in any other proceeding authorized by this chapter, that the person is purported to have the capacity to act as a contractor.

Sec. 10-4.1. - Prohibition on publication of advertising without certification number.

(a) No person, firm, corporation or other legal entity may knowingly publish an advertisement in any publication which is primarily circulated, displayed, distributed or marketed within Miami-Dade County, which advertisement identifies a contractor offering services regulated by Chapter 489, Florida Statutes or Chapter 10, Code of Miami-Dade County, Florida, as they may be amended from time to time, unless the advertisement includes the certification number issued by the State of Florida or by Miami-Dade County to that contractor.

Florida Building Code 2014 (5th Edition) Building

Sec. 105 PERMITS

105.1 Required.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

8 58 03 AM 5/25/2016

Licensee Details

Licensee Information

Name:

ORELLANA, JUAN C (Primary Name)

BLUE PANTHER ROOFING & CONSTRUCTION CORP (DBA

Name)

Main Address:

4630 S W 13 TERRACE

CORAL GABLES Florida 33134

County:

DADE

License Mailing:

LicenseLocation:

License Information

License Type:

Certified Roofing Contractor

Rank:

Cert Roofing

License Number:

CCC1328969

Status:

Current, Active

Licensure Date:

02/26/2009

Expires:

08/31/2016

Special Qualifications

Qualification Effective

Construction Business

08/20/2009

Alternate Names

<u>View Related License Information</u> <u>View License Complaint</u>

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. "Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter
455 page to determine if you are affected by this change.



Licensee

Name:

ORELLANA, JUAN C

License Number:

1328969

Rank:

Certified Roofing Contractor

License Expiration Date:

08/31/2018

Primary Status:

Current

Original License Date:

02/26/2009

Secondary Status:

Active

Related License Information

License Number Status Related Party

Type

Relationship Relation
Type Rank Date

Expiration Date

Current BLUE PANTHER ROOFING & CONSTRUCTION CORP Primary

Qualifying Agent for Business

08/20/2009 Construction

Business Information

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

BLUE PANTHER ROOFING & CONSTRUCTION CORP.

Filing Information

Document Number

P07000095108

FEI/EIN Number

75-3251633

Date Filed

08/23/2007

State

FL

Status

ACTIVE

Principal Address

4630 S.W. 13 TERRACE MIAMI, FL 33134

Changed: 01/17/2008

Mailing Address

4630 S.W. 13 TERRACE

MIAMI, FL 33134

Changed: 01/17/2008

Registered Agent Name & Address

ORELLANA, JUAN C 4630 S.W. 13 TERRACE MIAMI, FL 33134

Address Changed: 01/17/2008

Officer/Director Detail

Name & Address

Title PSTD

ORELLANA, JUAN C 4630 S.W. 13 TERRACE MIAMI, FL 33134

Title Secretary

Herrera, Juan B 740 NW 133 st miami, FL 33168

Title Treasurer

Noriega, Reina Carolina 201 NW 64 Ave Miami, FL 33126

Annual Reports

Report Year	Filed Date
2016	04/10/2016
2016	04/19/2016
2016	05/24/2016

Document Images

05/24/2016 AMENDED ANNUAL REPORT	View image in PDF format
04/19/2016 AMENDED ANNUAL REPORT	View image in PDF format
04/10/2016 ANNUAL REPORT	View image in PDF format
04/08/2015 ANNUAL REPORT	View image in PDF format
03/12/2014 ANNUAL REPORT	View image in PDF format
07/24/2013 ANNUAL REPORT	View image in PDF format
04/11/2012 ANNUAL REPORT	View image in PDF format
03/17/2011 ANNUAL REPORT	View image in PDF format
03/24/2010 ANNUAL REPORT	View image in PDF format
01/19/2009 ANNUAL REPORT	View image in PDF format
01/17/2008 ANNUAL REPORT	View image in PDF format
08/23/2007 Domestic Profit	View image in PDF format

<u>soperants</u> and <u>trickey informs</u> State of Fiorida, Department of State



DATE OF COMPLAINT 6/13/12	~
DBPR COMPLAINT NO:	
BOARD OF CONSTRUCT	TION INDUSTRY
UNIFORM DISCIPL	INARY CITATION
ISSUED TO: JUAN C ORELLANA	D.B.A. BLUE PANTHER AIR CONDITIONING CORP
4630 SW 13 TERRACE	
(Address)	(ASSINIT)
MIAMI,FL 33134 (ChrySunn/Zhr)	SAME (City/Scan/Zip)
239 299-7578	[Strings Na.]
LICENSE NUMBER: UNLICENSED - OR LICENSE NUM	BER
hereby certifies that he/she has probable cause to belie	uant to Section 455.224, Florida Statutes, the undersigned we that the Subject violated the following provision(s) of the Consumer HARM
by committing the following act(s): Allowing RICHARD	F ROBBINS to use your license #CAC1814377 to
advertise and obtain A/C work. Allowing him to believe	e you were his qualiffier. To qualify Richard Robbins
you must apply for a new license under his incorpora	ted name. He must be an omicer of the the qualmed
corporationg or on the payroll of a qualified company means taxes & SSN deducted with Workers Comp cov	to advertise for or perform Arc service. (payron
means taxes a 554 deducted with storage complete	orego).
At: DEL TURA COUNTRY CLUB, FT MYERS FLORIDA	
Pursuant to Rule 61G4-19.001 , Florida Action violation of the aforesaid provision: \$500.00	Iministrative Code, the following penalty is imposed
plus investigative costs in the amount of: \$0.00	
e coo eo	
TOTAL AMOUNT DUE:	
ISSUED this 6 day of JULY (☑) sent by Certified US Mail, Restricted Delivery, recei	2012 and was ((_)) personally served or pt number 7008 2810 0002 2369 4837 to:
Ken Lawson, Secretary	
BY INVESTIGATOR Sharlene Slosar	REGIONAL OFFICE: FORT MYERS
SUBJECT MUST CHOOSE ONE OF THE FO	OLLOWING:
I choose to PAY the penalty/investigat	ive costs (if any) on the Citation
I choose to DISPUTE the Citation and	wish to proceed under s. 455.225, Florida Statutes.
Signed:	Date Signed

READ OTHER SIDE FOR RIGHTS AND MAILING INSTRUCTIONS

DBPR FORM 8000-405 (06/11)

White - Regional Office File

Yellow & Pink - Subject



LEGAL RIGHTS AND MAILING INSTRUCTIONS

The legal options available to you after you have been issued a citation are as follows:

- (A) You may PAY the fine (and costs, if applicable) specified on the citation by mailing a copy of the citation and full payment of the fine to the department within 60 days of the date the citation is served. After you have paid the citation fine, the case will be closed with no further action taken by the department. If you elect this option, send the citation and payment to the following address: Department of Business and Professional Regulation, Attn: Revenue Validation Unit, Northwood Centre, 1940 North Monroe Street, Tallahassee, Florida 32399-0783.
- (B) You may DISPUTE the facts alleged in the citation and elect to proceed under s. 455.225, Florida Statutes. In that case, you must check the appropriate box and return the original or a copy of the citation within 30 days of the date you were served. An Administrative Complaint may be filed thereafter and served upon you. If the department prevails at the hearing, you may be required to pay a fine and any additional investigative or administrative costs associated with prosecution. Prosecution will be in accordance with Chapters 120 and 455, Florida Statutes, and the practice act governing the profession. Any fine imposed by a Final Order following prosecution will be in accordance with disciplinary guidelines for the profession contained in the Florida Administrative Code, may reflect mitigating or aggravating circumstances, and may be higher or lower than the amount specified in the citation. If you elect this option, send the citation to the following address: Department of Business and Professional Regulation, Attn: Division of Professions and Regulation, 1940 North Monroe Street, Tallahassee, Florida 32399-2212.

NOTE: An undisputed citation automatically becomes a final order 30 days after it is issued. If you do not return the citation within 30 days of the date you were served with your choice properly marked, you will have waived your right to have the matter heard, and the citation will automatically become a final order. Failure to pay a citation fine within 30 days after the citation has become a final order constitutes an additional violation of your practice act and may subject you to further disciplinary action.

The postmark on the envelope mailed by you or a delivery service to the proper address, or hand-delivered document hand-stamped by the department constitutes **proof of timeliness**. You may wish to mail the citation by certified mail, return receipt requested, as your returned receipt also constitutes proof of your compliance with the time requirements.

NOTICE OF APPELLATE RIGHTS

YOU ARE HEREBY NOTIFIED, pursuant to Sections 120.569(1) and 120.68, Florida Statutes, that you may appeal a citation that becomes a Final Order by filing, within 30 days of the Order date, a Notice of Appeal and appropriate filing fee in the District Court of Appeal for your area and by filing one copy of the Notice of Appeal with the Clerk, Department of Business and Professional Regulation, Northwood Centre, 1940 North Monroe Street, Tallahassee, Florida 32399-0750.

and the Committee



COMPLETE THIS SECTION ON DE	LIVERY
A Stoneture C	☐ Agent
B. Received by (Printed Name)	Q Date of Delivery
D. Is delivery address different from it if YES, enter delivery address bel	
Juan O.	· · · ·
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2. Article Number (Transfer from service is

7008 2810 0002 2369 4837

☐ Registered ☐ Insured Mail

4. Restricted Delivery? (Extra Fee)

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse

JUANC. O rellana U630 SW 13 tex Meani, Fl

so that we can return the card to you. Attach this card to the back of the malipiece,

or on the front if space permits.

1. Article Addressed to:

Domestic Return Receipt

102595-02-M-1540

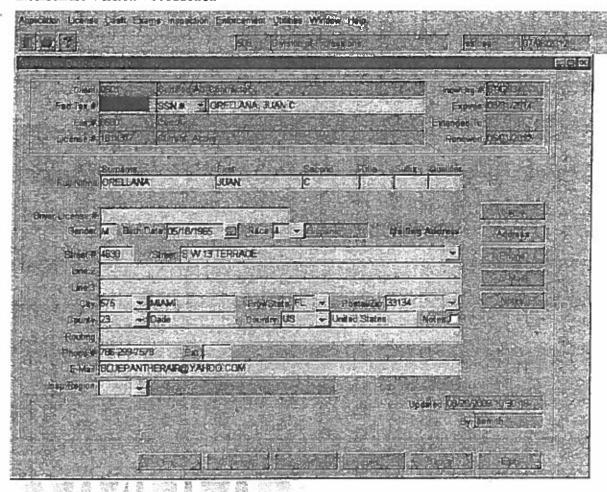
Return Receipt for Merchandise

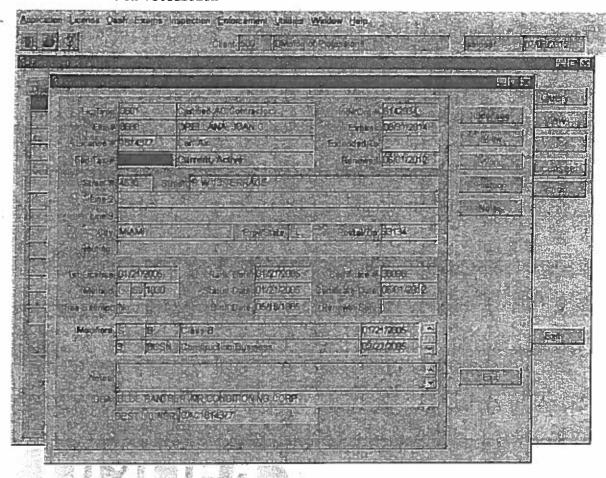
BLUE PANTHER AIR CONDITIONING CORP MIAMI, FL 33134 4630 SW 13 TERRACE JUAN C ORELLANA

4630 SW 13 TERRACE **BLUE PANTHER AIR CONDITIONING CORP** JUAN C ORELLANA MIAMI, FL 33134

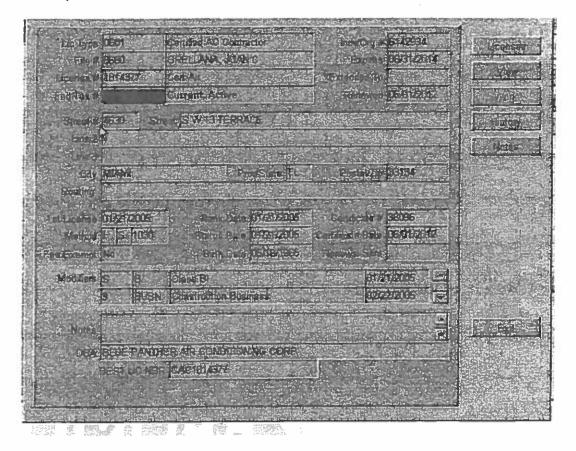


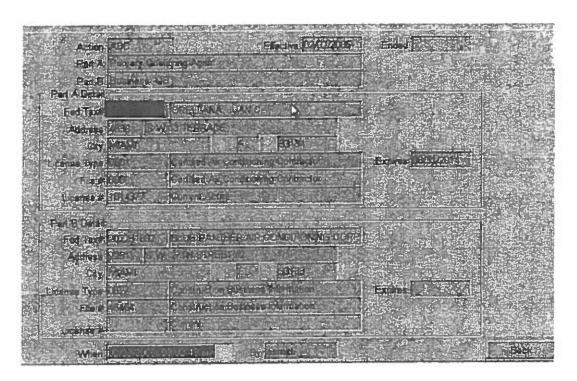




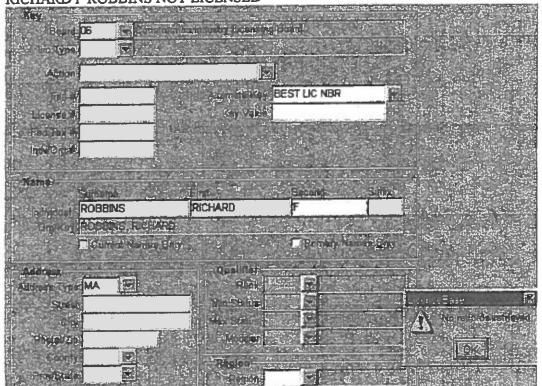


RICHARD ROBBINS DBA TEMP ENGINEERING USING LICENSE NUMBER CAC1814377 BELONGING TO JUAN C ORELLANA DAB BLUE PANTHER ARI CONDITIONING CORP. – CONFIRMED BY RICHARD ROBBINS – JUAN ALLOWING HIM TO USE HIS LICENSE #. NOT ON PAYROLL OR PART OF CORP.,



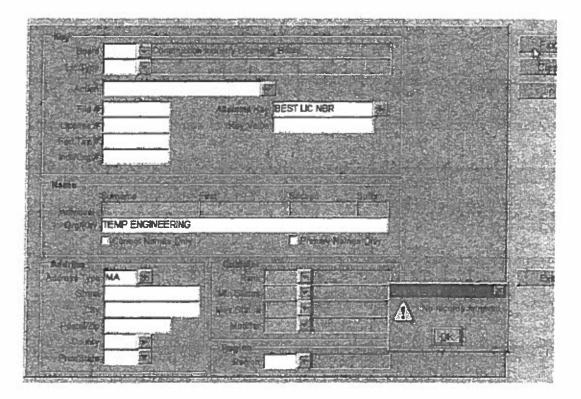


RICHARD F ROBBINS NOT LICENSED





TEMP ENGINEERING NOT LICENSED





TEMP ENGINEERING

Heating Air Conditioning

High Efficiency Air Conditioning and Heating Replacement System

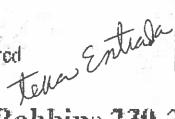
Sales | Service | Maintenance

Ast Conditioning Hearing Contractor

Call for a free second opinion before you replace your existing system

Del Tura Resident

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- Save Money
- Free Estimates
- Liceuse and Insured





Call: Rick Robbins 239-243-0545

6040 term solves

Lic # CAC1814377

CAC1814377

(17)



Building & Zoning Department 405 Bittmore Way, Third Floor Coral Gables, Florida 33134 Tel: 305-460-5235

Fax: 305-460-5261 www.coralgables.com



CITY OF CORAL GABLES BUILDING AND ZONING DEPARTMENT



4001.		Permit Ap	plication				
ALL OF THE FOLLOW	ING MI	IST BE COMPLET	ED BY APPLI	CAN	T ACCORDING TO F	3 713.35	
		Permit Type:		3	Master Permit # BL	<u>-15-07</u> .	5840
Date: 07/27/15		Building	<u> </u>		Control #:	•	
Application #:		Electrical		\neg			\square
Permit Change:	\square	Mechanical			Project Information:		-
Change of Contractor		Plumbing		\dashv	Commercial:		1
Permit Extension		Roofing	- 1	$\overline{}$	Residential:		
Permit Renewal		Misc.		\dashv	Linear Feet:	177	
Permit Revision		App.	/ Date /		Square Feet:	4605	
Permit Supplement		App. M	1 7/30/15		Value of Work:	45000	
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						Davis	
					Plat book:	Page	
PROPERTY OWNER:			CONTRAC	CTO	R: Blue Panth	ROOF	
Name: Robert J. Fewell,	7	200)	Address:	и	630 SW 13=	TE12	
Address 200 And and the second	1 2021	to. C	City/State/Zip: Miami F/. 33134				
Address: 288 Avagon Avenue, Suite C City/State/Zip: Cove Gables, PC 33139		City/State/Zip: Miam; F/: 33134/ License No.: (CL1328969 Telephone No.:					
Telephone No.:	1				30	5807105	<u>-€</u>
			ENGINEE	R:			
ARCHITECT:		Name:					
Name:			Address:				
Address: Tel.:		City/State/Zip: Tel.:					
City/State/Zip:	101.	·	MORTGA		L'NIVER.		
BONDING:			Name:	IGE.	BENDEK:		
Name:			Address:		11		
Address:			Telephone No.:				
Telephone No.: Application is hereby made to obtain a permit to deperformed to meet the standards of all laws regulate SIGNS, WELLS, POOLS, BOHLERS, TANKS, A Issuance of a demotition permit. WARNING TO OWNER: Failure to record a nowith your lender or an attorney before resurding your lender or an attorney before resurding your WNER'S AFFIDAVIT: 1 Aprity ghat all the force	ice of com	TIONERS, ROOFING, AV	VNINGS, ETC. The	Misto inspre	rical Resources Department's a sements to your property. If you	ipproval is required intend to obtain finan	prior to the
Signature of Owner Kohut J.	. Der	vell, Trust	Signature of (Qualifi	er <u>Cun</u>		
The foregoing instrument was acknowledged of the foregoing instrument was acknowledged by E 20 / 5 by E	Operi.	DIDAD MENENDEZ	(Yis person	7 vally k	rument was acknowledged by 20 / S by Tus andwn to me,	in cons	one
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Florida Department of **Environmental Protection** Division of Air Resource Management



Regulatory and Economic Resources Air Quality Management Division 701 N.W. 1st Court, 2nd Floor Miaml, Florida 33136

NOTICE OF DEMOLITION OR ASBESTOS RENOVATION

	OF NOTICE (CHECK ONE ONLY): OF PROJECT (CHECK ONE ONLY): IF DEMOLITION, IS IT AN ORDERED	ORIGINAL DEMOLITION DEMOLITION?	☐ REVISED ☐ RENOVATION ☐ YES	☐ CAN ☑ ROO	NCELLATION DFING	☐ COURTESY
	IF RENOVATION:					
	IS IT AN EMERGENCY RENOVAT	ION OPERATION?	YES	NO ⊠	File #	
	IS IT A PLANNED RENOVATION	OPERATION?	☐ YES	□ NO		
4.		1AR LW	_ /			
••	Address 253 Milaile					
	City CarAl GALLI		State F- L Zip	32134 CC	ounty _ 1>00	
	Site			Inspecting Site		
	Building Size 41.05	(Square Feet)	# of Floors	Z Buildi	ng Age in Vears	85
	Prior Use: School/College/Un		sidence		Other	
	Present Use: School/College/Ur			Business	•	
H.	Facility Owner Ruhe. F. F.	الأودنية	sidelice Engillali	S . 400 . 550.		ν
11.	Address 7-88 Aragan Av		AV.24			
	City Caral Fall			32134		****
	Contractor None Olive Va	M. 2 16 40 1 5	_State_C ZID_	<u>ا ا حرک ما ا ا حرک</u>		207 165V
` !!).	Contractor's Name Rue P.A. Address 460 Suu 17.7.	3 3 3 3 3	- Act of the contract		sone (<u>5 - 1 - 1</u>)	3 - 0 7 - 0 - 0
	City Misson IFC	ena cc	_StateF.C.=_Zip =	271 1V		
	Is the contractor exempt from licensure				l-tio	
5					I NO	
	Scheduled Dates: (Notice must be po	stmarked TU working	days before the project !	stau gare)		
Ţ V.	Asbestos Removal (mm/dd/yy) Start: O	KITIN Finish C III	1113	Demo/Renovati	ion (mm/dd/yy) S	tart:Finish:
V.	Description of planned demolition or	renovation work to be	performed and methods	s to be employed,	, including demo	lition or renovation techniques to
	be used and description of affected fac	cility components	FF - FUOD			
ż			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
<u>. š</u>	Procedures to be Used (Check All That		S • 9	(3)		
	Strip and Removal	Glove Bag		Bulldozer		Wrecking Ball
	☐ Wet Method	Dry Method	<u>^ </u>	xplode 🗼		Burn Down
	OTHER:	1	The state of the s	7	3	4
VI.	Procedures for Unexpected RACM: _	0	The same and		(4)	
VII.	Asbestos Waste Transporter: Name _	Contract	OR TILD	_ } _ PI	hone ()	i.
	Address		6111	- 11		
	City					
VIII	. Waste Disposal Site: Name Mod	illen 1100	7:17	•		
*****	Address 4350 Nu 5	717 JASE.	3			
	City mulley		State F - Zip_	35178		
IV	RACM or ACM: Procedure, including				Cala 1	ad the and stable in Action
101	Machini Achi. Flocedule, Including	analytical methods, en			and Category 1 ar	id it fidfilffable ACM.
	Amount of RACM or ACM*				-	
	square feet surfacing materi	al · 🏗	square feet cemer	ntitious material	This is to certify	that the required notification(s)
	linear feet pipe		square feet resilie		compliance wit	tos have been submitted in happlicable regulations.
	cubic feet of RACM off facilit	v components 46	square feet aspha		1//	7/19/15
		,, <u>,</u>			RER Official Sig	nature Date
	*Identify and describe surfacing mater	ial and other materials	as applicable:			
	I certify that the above information is co	orrect and that an indiv	idual trained in the prov	visions of this reg	ulation (40 CFR F	art 61, Subpart M) will be on-
	site during the demolition or renovation during normal business hours. I have re	and evidence that the	required training has b	een accomplished	d by this person v	vill be available for inspection
'		alla 1420	additional findingsion	provided on the t	JACK OF HIS TOTHS.	
		ALCOI HOD				
- '	(Print Name of Owner/Operator)	1			(- >	22105X
	HALVU	Wh-	レイフ	19/11	1700)	
'	(Signature of Owner/Operator)		(Date)		(Con	tact phone #)
		k/Date Received			ID#	



CFN 2015R0488579 OR BK 29717 Ps 2402 (1Pss) RECORDED 07/29/2015 15:36:36 HARVEY RUVIN, CLERK OF COURT HIANI-DADE COUNTY, FLORIDA

NOTICE OF COMMENCEMENT

	A RECORDED COPY MUST BE POSTED ON THE JOB SETE AT TIME OF PRIST INSPECTION				
	PERMIT NO TAX POLIO NO. <u>Q3 4108666 3761</u>				
	STATE OF FLORIDA COUNTY OF DADE				
	THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:				
	1. Legal description of property and street address: 253 Hiracle Mile Cord Gashe Soc K fR 8: Lots 37 5 38 B/K 37 Lot Size 5755 Se PT				
	2. Description of improvement: Ke - Resol				
	3. Owner (a) name and address: Robert J. Fennell Trustee, 288 Aragon Arenve, Suite C, Coral Cables, FL 33/37				
	Interest in property: Owner - Trustee				
1	Name and address of fee simple titleholder: SAME				
	4. Contractor's name and address South William & so In Blue Portly From & Constr				
	6800 Sus 40t st + 668 whimmy Fc. 3715T				
	5. Surety: (Payment bond required by owner from contractor, if any)				
	Name and address				
	Amount of bond: \$				
	6. Lender's name and address:				
	7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (i) (a) 7., Plorida Statutes:				
	Name and address:				
	8.In addition to himself, Owner designates the following person (s) to receive a copy of the Lienor's Notice as provided in Section 713. 13 (1) (b) 7., Florida Statutes:				
	Name and address:				
	9. Expiration date of this Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified)				
	Signature of Owner				
	Print Owner's Name Robert J. Fowell Trustee Prepared by: ANOREN World He.				
	Swom to and substituted before me this 21 day of JVW 20/5 (305) 9/2 3645				
	Notary Public Color States GBDO States GBD				
	Print Notary's Name CARIDAD MENENDEZ MINN' ICC 33177				
	My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA Form #EE139537 Expires 10/19/2015				

Book29717/Page2402 CFN#20150488579

Page 1 of 1



CITY OF CORAL GABLES Permit Receipt

RECEIPT NUMBER 00140311

Account Number: 003035

Date: 7/30/2015

Applicant: SOUTH MIAMI ROOFING

Type: Cashier Payment - # 1351.26592

Notes:

Permit Number	Fee Description		Amount
BL-15-07-5889	ROOF/ROOF REPAIRS		690.75
BL-15-07-5889	CODE COMPLIANCE FEE		27.00
BL-15-07-5889	DOCUMENT PRESERVATION FEE		31.90
BL-15-07-5889	ORDINANCE 2006-27 FILING FEE		22,00
BL-15-07-5889	BOND		500,00
BL-15-07-5889	BLDG INSP CERT & FL CONSTR IN		10,36
BL-15-07-5889	RADON GAS TRUST FEE		10,36
		Total:	\$1,292.37

City of Coral Gables
Dev Services
405 Biltmore
Coral Gables, FL 33134
Welcome

001351-0052 Aleyda H. 07/30/2015 03:31PM

PERMITS & INSPECTIONS
SOUTH MIAMI RODFING
BL-15-07-5889
ROOF / LIGHT WEIGHT CONC
RE ROOF \$45,000 FLAT ONLY
approved

2015 Item: BL-15-07-5889 1,292.37

1,292.37

 Subtotal
 1,292.37

 Total
 1,292.37

CREDIT CARD 1,292.37

MasterCard **********5042 Ref=110576619

Auth=113116

Change due 0.00

Paid by: SOUTH MIAMI ROOFING

	•	(コ
Signature:		



Blue Panther Roofing & Construction Corp.

Lie # CCC 1328969

Subcontractor Agreement

Payment schedule is follow:

July 29, 2015

This agreement is by and between Blue Panther Roofing & Construction Corp., Subcontractors And South Miami Roofing The contractor. Contractor and Subcontractor agree as follows: labor only ,material and doomster truck provide for South Miami Roofing

Site Location-Subcontractor shall furnish labor performed at, 253 MIRACLE MILE ,CORAL

Known as: 253 MIRACLE MILE, JHON MARTIN BUILDING FOLIO # 03-4108-006-3761

GABLES FL 33134. LABOR ONLY, MATERIALS NOT INCLUDES

Scope of Price-The Contractor shall pay the Subcontractor for labor to be performed under the contractor the sum total \$10,500.00 at completion work ,this include tear off ,install new underlayment ,and select installation for this building ,not include paint, up-lift test ,and city fee

2(Payment at hot map approved				
ALF				
Sign : Anibal Vasquez	Andrew Malahoo			
Subcontractor:	Contractor:			
Blue Panther Roofing & Construction Corp.	South Miami Roofing ,llc			
201 NW 64 Ave	6800 SW 40 St #668			
Miami, Fl. 33126	Miami FL 33155			
Date <u>07 / 29 / 2015</u>	Date/			

201 N.W. 64th Avenue Miami, Florida 33126 • Phone 305-807-1058 • Fax305-647-0226 bluepantherroofing1@gmail.com







6800 SW 40th Street #668, Miami, FL 33155 Phone 305.242.0039 Fax 866.683.8120 State Licenses CCC#1339173 CCC#1531669

Name:]
	Robert Fewell (John Martin Building)	
Project Address	253 Mirade Mile	
Oity,State,Zip	Coral Gables, Florida. 33134	Bid #2015050503-4108-006-3761
Plane:		Dec07/29/2015
We kereby prepare	to firmly and the second of th	

to furnish complete material and labor in accordance with the specifications below: EXISTING ROOF consists of: #_1_ Type of Roof__ FLAT ROOF__

A. Reroof Built up Roof (Top & Battom Level)

ROOFING PROCESS

- (Clean roof down to wood surface)

(!nstall a new 5/fl plywood on entire rang)

- (Re-nailing Decking with 2 1/2 R.S nails Miami Dade Code.)*

- (Remove/replace Scupper and downspout)*

- (Install a new overflow drains)

- (Tin Cap Base Sheet felt over wood deck)

- (Install new insulated crickets to help with water drainage)

- (Install new flashing on all roof penetration)

- (Install fiber can strip with 45 degree angle along perimeters)

· (install new lead boots, electrical & hawk air vents)

- (Install new metal flashing for A/C Unit)

United metal structural frame arger d 2 level A/C Ueit)

- (Install 2x12 PT frame structure around other A/C unit)

- (Hot Mop 2 layer of Flexiglass sheet over basesheet) - (Hot Mop 1 layer of Flexi Base sheet on entire parapet walls)

(Hot Mop 1 layer of Mineral Capsheet)

(Hot Mop 1 layer of Modified rubberold sheet on parapet walls)

(Terminate top of parapet wall with 3x3 metal cave drip)

(Terminate side walls with T- bar & rigiet metal flashing - (Hot Mop 12" strip of Modified sheet on top of parapet walls)

The estimated cost of roof replacement is \$69,894

Marchanage 1

Per our conversations, this written proposal is to confirm an agreement for South Miami Roofing to re-roof referenced structure. This proposal includes 60 ft of trains uppoins, all labor, all material, & dumpsters. All eave metal, plumbing jacks, air vents, metal flashing and counter flashing will be installed to new MDC code. Roofing Options+:

Any upgrades, for electrical, insulation and A/C should be determined by others and be schedule with tear off.

Extra Work Work: ANY ADDITIONAL Structural WORK WILL BE ESTIMATED AT TEXEOFF.

County Inspections:

During installation stages, County inspectors will be notified as required to perform their progress inspections.

Workmunship WAREANTY

South Miami Roofing will warranty Flat Roof for 15 Years.

Manufacturo WARRANTY

Plat roof manufacture will give a 10 Year Limited Warranty.

TIMELINE PROCESS:

Work will begin after permit is obtained and to be completed within 21 days after starting date. (weather permitted)

Permitting fees will be billed separately and will be the upon recent of interior

BOTTEN OR DETERIORATED WOOD - No charge has been made for replacing wood, unless specifically stated under special instructions. If such conditions are found during installation, the additional charge will be made on a time and material basis.

INPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet the terms and conditions of this contract, you may lost legal ownership rights to your home. Know your rights and duties under the law. (This statement required by State Law.) We propose hereby to furnish material and labor – complete in accordance with the above specifications

for the sum of __Sixty Nine thousand & Eight hundred & ninety-four dollars__(69,894_

Payment Terres 1925 de la STORES 2 LITTE STORES CO.

I am aware of importan

The reverse side, I side

Acceptance of Contract -The above prices specifications, ar

s, and conditions are satisfactory and are hereby accepted in love of consideration to South Mismi Roofing, LLC. You authorized South Minmi Roofing to do this work as specified

Note: This commiss may be wishdrams if not accepted within 3 days by SMR.

THE PROPOSAL FOUND ON THE OPPOSITE SIDE CONTAINS THE FOLLOWING WARRANTIES AND PROVISIONS AND IS SUBJECT TO ALL APPROPRIATE ORDINANCES, LAWS AND REGULATIONS:

- This Proposal parties to services provided by Scuth Manni Rossing, LCC This Proposal is offered for the number of days as allowe on the Spos. As minimizing, any autoexpect proposals will departe on the availability of supplies. mi Roolen, LLC.
- and personne.

 After accordance of this Proposal by the customer, both South Marni Routing and
 customer level 3 days option to withdraw contract based on management.
- catacase narves was a sup-superveal.

 Unless reached for "Management Approved" the Proposed constitutes the entire contract between the parties and may be changed only by medical sertion. 4
- content intends are parties, and very on consignatury by account of the parties.

 All of the continues belief on the face of this Proposal exist accept this Proposal.

 First Physicsel in due when real system in completed. Scath fillurel Producy, its
 vents in continue of any alleged delect in writing within 30 days after each system.
- much to excilled oil any allequel delect in setting within 30 days after root system completion. Payment in due upon completion. Payment in due upon completion may be demand in delect. In the even of a delect, interest shall active from the delect of the leaser of a role of 15% per month: or the meadman of percently, allered by law, per month. If the meadman of percently, allered by law, per month. If the continued man and payment to South Mans Routing LLC will be force to put lies of property for the measuring believes of the original amount of contract. Continue approar to pay all necessary comits, expenses, logal from and procured to the context. Continue account is tendered for collection.
- Scotch Marci Foculing in not responsibility for damages due to high nitride, terrendo fearfeaten, fire, any acts of excitor nature or because tool causes by Scotch Marci
- hundrames, line, any each of earther return or interests not cleaned by Social heater Photologists.

 Except as bursel on the face of this Proposed, replacement of not justes, verification, year series, strippins, descripe, insom bounds, flashing or other messeles to not considered by the terms of the Proposed, if it is determined on the notion to not not not only the continues of the social considered by the permitted that the notion to completed.

 Proper resultation of the roof system may require explanated or crising families, and not years, bould not not. Short land the notion to the strip adjunct to the Samilya which has splanticested may each replacement, siding adjunct to the Samilya with each effect to make demand of the roof, which there has the strip of leading or leading or leading or leading or leading.

 Desiry the application of the roof system, wherethe from the roof may be searched throughout the holding. The container and some control and photon form of the roof system metallic and children and existing or facility and existing the speciments or the superminite for these accommences.

 South Maniel Roofing LLC is considerate of the contention and strip, forcer beds and gendamper, but due to the switches of system metallicials, more desired and send system receivable of the system of the last responsible of these rooms.

 Outcome shall not such under more man or he on some infollowing courts as in

- any demands occurs.

 Continues shall not such under mort unse or he on road white coof work is in Customer shall not such under mort unes or he on soul white coof such as in progress. Construction site is a danger to person(s) or growed from shalling delives to he avent that Sainth Mains Rooding nations a material and in from and coof in order to complate such, the homeomers shall be soldly responsible for heirig a qualified intervient to re-inhalterings such equipment. Any cost arising from such work shall be the sold responsibility of the homeomers. The conformer soldershoots that during cold weather inhaltition of the places arising the minimizer of the conformer sold of the shall deliver the shall be soldershoots. The confidence was not sold to the shall be shal
- 16. South Marm Recolory shall not be faitheful pro-emining structural deficances. Yet will make an effort to Inform the container of any deficiency or new country codes of which we become matrix of We are not responsible for conducting an imprecion for any sent deficiency. The installation of the new red system may intensify the appearance of any deficiency. South Minni Rocking will not take responsibility for solving pre-existing structural deficiencies or the appearance of those deficiences.

- Scath Mayes Possing werrants the resting systems to be tree from hales for the duration of time settlem on sectomerable servine, which will be because after first payment. South hider Resting assesses as facility cause by menufacturer's defects. The homeowner agrees to hale South Mares Resting are facility area before carriers of settlers desemps to include services restant designs include services restant designs including "south" resemble from water before teams by resentance defects. South Mares Resting shall have no facility beyond report of soid rost. Resting material are werenated by the assemble were a separatio water a separatio waters by which is intend to the configuration count on service or and an extraction of the services of t

- defects. South thissel Flooring shall beer no hability beyond report of soid roof. Roofing restorial are were readed by the anaughschere under a expensive werenelty which is lineard to the celebrate spool promoted of the causement in tal.

 14. It is the reapproachiby of the causement in notify South Manel Roofing within serenchy-ino (72) house of the deservery of a test. It is the reapproachiby of the causement in hall, and the restoration to high restoration and investigate and proper service of the service of South Manel Roofing shall have not exceeded their roof aways with Manel Roofing shall have contained upon in this continued by any officer of South Manel Roofing shall have been and these the cause. It is the reapproachiby of the causement to provide acceptable theme and others for such provides and access.

 21. Contentur and manifest districting is able fingion of investigate and leavy metavists and expension. Contractor will be responsible for desempts to houseward and access are special assistance of the Proposal, any conceptated.

 22. After acceptance of this Proposal, any conceptated, and provides are opposited within 12 for the family of the proposal as Specialized conspensation for the and offers theme percent (15%) by the proposal as Specialized desempts. Conceptation under provides SSI indices, They's of the proposal as Specialized desempts. Conceptation under the "Bussacean Allowance Aprenence" shall be entireliated by applying the Silves provides SSI action, the medical or or reached the fine contraction.

 23. If metavicity) are determed and must be reached on reached due to contraction.

 24. Accentings a steem fee equal to tempt percent (2075) of the metavical prior to circumblete. The latest the other of the entireliation of the reached deserved and must be reached the second deserved and the other acceptances of the Proposal caused the will-caused deserved and the other acceptances.
- 24
- 25.
- an described above.

 Acceptance of this Proposal council to withdrawn after South Migral Resting parameted appared on the proposal council to withdrawn agreement of both purifies.

 The provision of this Proposal shall potent any entercount protein symmetry between the purifies at fact both in sit.

 Each provision of the Proposal is expressed and independent. The insafety of non-enterceatably of one provision shall have no effect on the remaining provisions.

 Any statements, communications or representations not written on the Proposal is agreed to be immediate, and not refined upon by other party and do not survive the acceptance of this Proposal.
- Prophog can clause deat, debral, and assed particles from the roof traditions to enter the building and edic. Use couldn't the first time the attic access is used and do not took up the access heigh insendately after spening as used particles easy titer down. We sell not vive electrical accessories attached to the roof against because our readers are not become debridging.
- 31.
- not licensed electricism.
 This worknowning necessity is transferable to nate current other as inspection done by an official officer of Smith Majora Reckley.
 Continuor must achiev our office of any currentment in undry, proteomer and achiev our office of any currentment in undry, proteomer done from other than context is accepted separal by customer.
 South Marcal Procking, will not take any responsibility for schizing any pre-embling city code variables. 12.
- violeture. South Marel Rooding: shall not be liable for any decragas on top of rooting system due to plantium, describium, tree browner, most disenting sits, after completion.

THE DISPUTE SETTLEMENT/ARBITRATION AGREEMENT

Arbitration of dispute. Upon the request of any party, made before or after the institution of any legal proceeding, any dispute, claim, or controversy of any kind (whether in contract or in lost statutory or common law, legal or equitable) arising between the parties to any way out of pertaining to or in connection with this Agreement ("Dispute") shall be resolved by brieding arbitration. Any arbitration hereunder shall be conducted in accordance with the terms of this Agreement and, to the extent not inconsistent, with the Commercial Arbitration Reserving Arbitration Association, and (to the maximum extent applicable) the Federal and also the arbitration association and arbitration association. All statutes of limitation that would otherwise on that would atherwise he

With respect to Dispute in which the claim or amount in controversy does not exceed \$300,000.00 a single arbitrator (who shall have authority to reader a maximum award of \$300,000.00 including all damages of any kind and cours, fees, and the like) shall be chosen and shall decide the Dispute. With respect to a Dispute in which in the matters in controversy exceeds \$300,000.00 the Despute is shall be decided by a majority vote of three arbitrators. The arbitrator chosen must have expertise arbitrator deem just and equitable and within the scope of this Agreement. The arbitrators may grant any remody or relief that the ward for all subtration may grant any remody or relief that the ward for all subtration may are not the arbitrators where the arbitrators when arbitrators where the arbitrators whill make precific written findance of first and concluding relief as it necessary to make effective the word. In all arbitration proceeding, the arbitrators shall make specific, written findings of fact and conclusions of law.

To the examination extent practicable, an arbitration proceeding hereinder shall be concluded within 180 days of the filing of the dispute with the American Arbitration Association. To the extent permitted by applicable law, the arbitrator shall have the power to award recovery of all costs and foes, (including, without limitation, reasonable attorney's fees, administrative fees, and arbitrators fees) to the prevailing party

Arbitrators shall be empowered to impose sanctions and to take such other actions as the arbitrators doesn to be necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, she State Rules of Civil Procedures and applicable law. The provisions of this sections shall survive any termination, amendment or expiration of the Agreement unless the parties otherwise expressly agree in writing.

All partiest agree to beep complaints or disputes regarding the work performed (under this contract) between the parties and their legal council. Parties may share judgment and/or credit information with outside reporting agencies and count(s) with appropriate jurisdiction.

Geverating Law, This agreement shall be governed by and construed in accordance with the substative laws of the state of florida, without regard to conflicts of Law principals and is performable in dade county, florida. Each party hereby submits to the non-exclusive jurisdiction of the courts of the state of florida and the federal district courts of florida in connection with any matter relating to this agreement and any other document executed in connection





6800 SW 40TH ST Suite #668 Miami, FL 33155 Phone: 305 242 0039 Fax: 866 683 8120

Certificate of Warranty

Omner:

Robert J. Fewell Trustee

Location:

258 Miracle Mile

Coral Gables, FL 33134

FLAT BUILT-UP ROOF SYSTEM

South Miami Roofing will Warranty Homeawner 15 years on Flat Built-Up Roofing Process

South Miami Roofing LLC warrants the roofing systems to be free from leaks for the duration specified. South Miami Roofing LLC assumes no liability for repair of any installation workmariship defects caused by manufacturer defect. South Miami Roofing LLC assumes no responsibility for damages due to tornados, hurricanes, wind storms, fire or other natural disaster except a mutual written agreement executed by both parties; any such agreement must be executed by an officer of South Miami Roofing LLC, it is the responsibility of the customer to notify South Miami Roofing LLC whitin (72) hours of the discovery of a leak. South Miami Roofing LLC shall have no warranty liability except for not area(s) which South Miami Roofing LLC performed work to as agreed upon in original Contract. South Miami Roofing LLC prohibits any persons from being on the roof at anytime without a representative of South Miami Roofing or this warranty shall be VOID.

Andrew Malehoo South Mamil Roofing, LLC Deted: December 16, 2015

Tindere Malahoo

South Miami Roofing LLC 6800 SW 40th Street Suite 668 Miami, FL 33155



Phone # 305-242-0039 Fax # 866-683-8120 www.southmiamlroofing.com

Bill To

Robert Fewell 253 Miracle Mile Coral Gables, FL 33134

Service Invoice

Date Invoice # 8/7/2015 448

P.O. No.	Terms
	remis
	Due on receipt

Description STRUCTURAL CHANGES TO UPPER LEVEL 4 x 8 x 3/4" Sheathing Roof Deck CDX Plywood	Qty	Rate	Amount
4 x 8 x 3/4" Sheathing Roof Deck CDX Plywood			
Pressure Treated Decking Wood (additional per Linear Foot) 2 x 6 Rafter Replacements & Reinforcement(per linear foot) STRUCTURAL ANGLES HDG STRUCTURAL HD RAFTER FACE HANGER STRUCTURAL RAFTER TIES 24" TWISTED STRUCTURAL 1/2" WEDGE ANCHOR 2 X 12 X 12 GIRDER REPLACEMENTS Manager Approved Discount (20%)	21 693 442 44 11 16 8 96	0.00 205.25 0.75 28.50 33.30 13.50 16.00 44.25 -4,726.54	0.00 4,310.25 519.75 12,597.00 1,465.20 148.50 216.00 128.00 4,248.00 -4,726.54

Please make checks payable to South Miami Roofing LLC. NOTE: There is a 3% transaction fee for all credit card transactions.

Total	\$18,906.16
Payments/Credits	\$0.00
Balance Due	\$18,906.16



ESULA Martis Reening LLC CL 331 421 Street Lund 662 Miami, FL 33155

Phone # 305-242-0039 Fee # 855-682-8120 www.southmiemircofing.com

Bill To

conn Martin 253 Miracle Mile Coral Gables, FL 33134

Service Invoice

Date

Invoice #

8 12/2015

462

P.U. NO.

Terms

Due on receipt

		67.17	29.29
Description	Qty	Rate	Amount
2'x8'x25' PT Rafters Replacement (per linear foot)	300	32.50	9,750.00
2'x8' Rafter Reinforcements(cer linear foot)	288	18,00	4,808,00
2'x6' Rafter Reinforcements(per linear foot)	215	14.00	3,024.00
4 x 8 x 3/4" Sheathing Roof Deck CDX Plywood adjust ceiling 5 inches and restrapping with metal straps	9	130.00	1,170.00
structural carriage bolts 3/8"	1	2 520.00	2,620.00
structural 6"k6" 3/8 Angles HDG	132	4.37 53.30	575 84
AREA 2'x8'x25' PT Rafters Replacement (per linear foot)	200	32.50	106.60 6,500.00
2'x8' Rafter Reinforcements(per linear foct)	144	4.00	2,016,00
2'x4' Rafter Reinforcements(per linear fcot)	98	12.00	1 152 00
structural carriage bolts 1/2"	1:2	3 37	377 44

Please make checks payable to South Miami Roofing LLC.

NOTE: There is a 3% transaction fee for all credit card transactions.

Total

Payments/Credits

\$0.00

S31,900.88

South Miami Roofing LLC 6800 SW 40th Street Suite 668 Miami, FL 33155



Phone # 305-242-0039 Fax # 866-683-8120 www.southmiamiroofing.com

Bill To

John Martin 253 Miracle Mile Coral Gables, FL 33134

Service Invoice

Date

Invoice #

9/17/2015

452

	P.O. No.		Terms	
		Du	e on receipt	
Description	Qty	Rate	Amount	
STRUCTURAL CHANGES TO 1ST LEVEL OF BUILDING 4 x 8 x 3/4" Sheathing Roof Deck CDX Plywood Double Roof Removal (additional layers at tear-off) 2 x 4 Truss Reinforcement / Truss Tail 2 x 6 Truss Reinforcement / Truss Tail 2 x 12 Truss Reinforcements / Truss Tails 2 X 12 Truss Reinforcements / Truss Tails 2 X 8 X25 Rafters Replacements (per linear foot) STRUCTURAL 6"X6" 3/8 ANGLES HDG STRUCTURAL 3/8 6X6 CHANNEL 13' 8" ALONG WALL FOR 15 TOI A/C UNIT STRUCTURAL 1/2" WEDGE ANCHOR FOR 3/8" STEEL INTO WALL STRUCTURAL 1/2 CARRIAGE BOLTS STRUCTURAL 1/2 LAG BOLTS ALL PRICES HAVE BEEN DISCOUNTED AND MANAGER APPROVED		0.00 130.00 1.50 12.00 14.00 24.00 32.50 53.30 2,080.00 16.00 3.37 2.15	0.00 2,600.00 4,800.00 5,376.00 9,408.00 45,500.00 1,279.20 2,080.00 3,584.00 3,592.42 537.50	
	7	otal	\$81,061.12	
		ayments/Credits	701,001.12	

NOTE: There is a 3% transaction fee for all credit card transactions.

i otal	\$81,061.12		
Payments/Credits	\$0.00		
Balance Due	\$81,061.12		



South Miamii Roofing LLC 6800 SW 46th Street Suite 668 Miami: FL 33155

Phone # 305-242-0039 Fax # 866-683-8120 www.southmiamiroofing.com

BillTo

Mr. Robert Fewell Trust-253 Miracle Mile Coral Gables, FL 33134

Service Invoice

Date

Invoice #

11/30/2015

463

P.O. No.

Terms

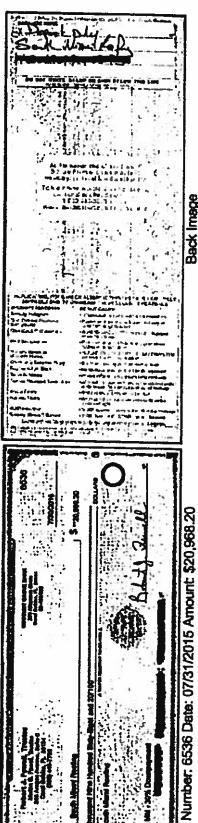
		Due	on receipt
Description	Qty	Rate	Amount
Fix Several Leaks in Tile Roof on Second Levol Reseal 56 feet of Liffashing Remove/Replace Tiles in this area Waterproof parapet wall in this area.	1	1,800 00	1,800,00
Multiple Roof Removal (9 additional layers of roof on parapet wall on 1st level at tear-off)	40G	3.00	1,200,00
2x8x25 Rafter Replacements between 15 ton and 12 ton unit that wasn't damage by termites (per linear Foot)	225	32.50	7,312.50
2x4 Triss Reinforcement / Truss Tail Structural Carriage Bolts 1/2"	144	12.00 3.37	1.728.00 323,52

	Total	\$12,364,02
Diagra make shocks on table to South Allows Transfer to the	Payments/Credits	\$0.00
Please make checks payable to South Miami Roofing LLC. NOTE: There is a 3% transaction fee for all credit card transactions.	Balance Due	\$12.364.02

Robert J. Fewell, Trustee Vendor QuickReport July 30, 2015 through July 14, 2016

4:27 PM 07/14/16

A	-20,968.20 -20,968.20 -18,906.16 -91,061.12 -31,900.88 -12,364.02 -17,473.50
Spile	64500 - Maint 64500 - Maint 64500 - Maint 64500 - Maint 64500 - Maint 64500 - Maint 64500 - Maint
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Account	10001 - Coconut Gr 10001 - Coconut Gr
	0001 0000 10
Memo	253 MM - 30% Downpayment 253 MM - 30% - Due at tear off Upper Roof Structural Work Lower Roof Structural Work Structural Work over Library and 12 ton a/c Fix several leaks in Tile Roof, waterproof walls 25% due in progress inspection - original bill Final Payment on Roof Project at John Martins
Enk	6535 6538 6555 6573 6637 6639 6639
Date	07/30/2015 08/07/2015 08/25/2015 09/21/2015 12/01/2015 12/01/2015 02/18/2016
Туре	South Miami Raofing Check Check Check Check Check Check Check Check



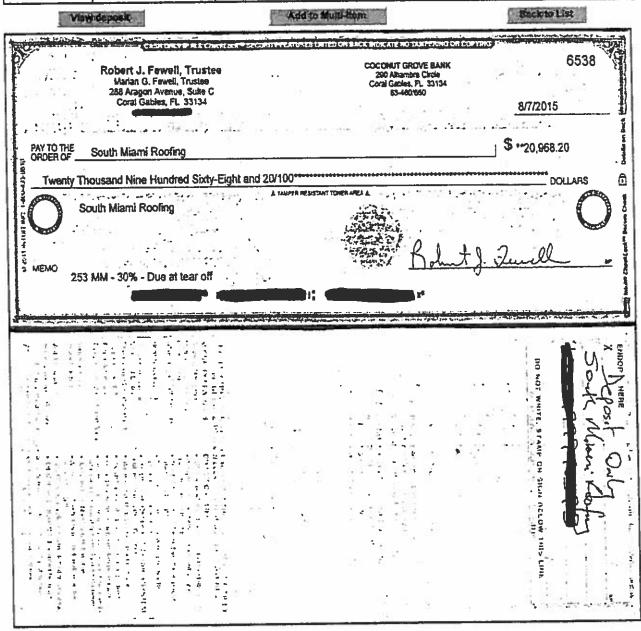
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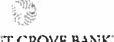
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Item Detail

		Check 1 of 1			Status Paid		
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08/10/2015		\$20,968.20	000000006538	000171	066004600	1000001333	

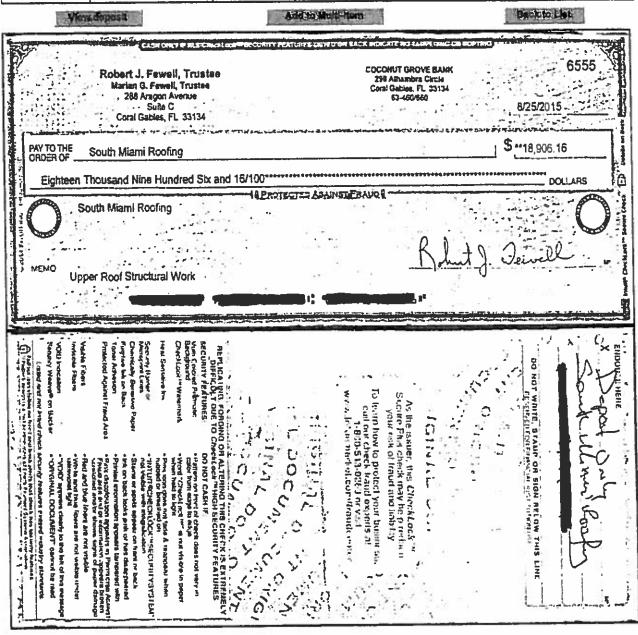




Item Detail

COCONUT GROVE BANK

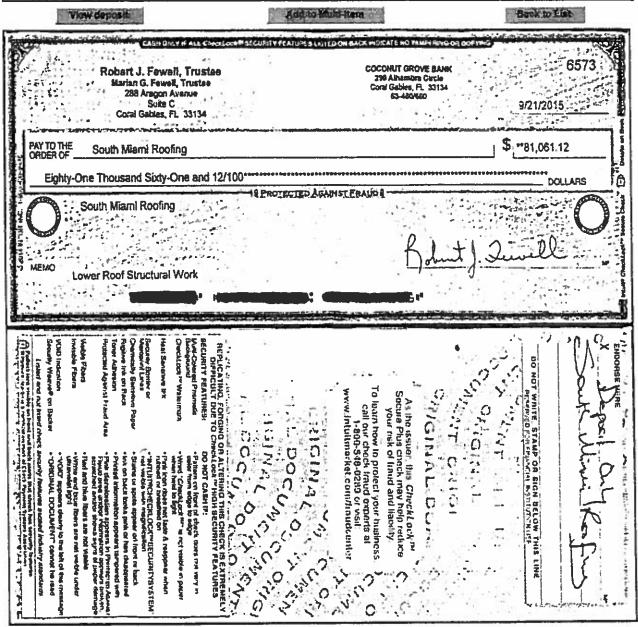
		Check 1 of 1			Status: Paid 🖍		
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08/26/2015		\$18,906.16	000000006555	000171	066004600	1000001112	





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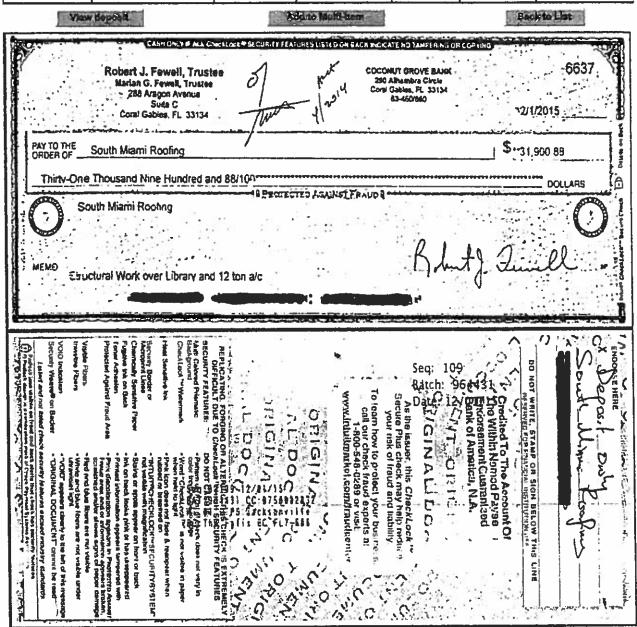
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09/22/2015		\$81,061,12	000000006573	000171	066004600	1000001553





Item Detail

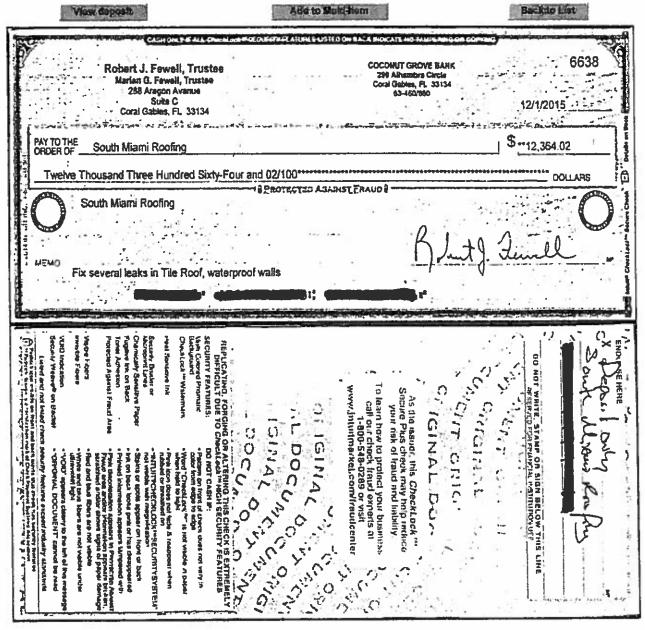
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tranDate	account	amount	serial	tranCode	aba	sequence	
12/02/2015		\$31,900.88	000000006637	000171	066004600	1000001014	





Item Detail

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tranDota	acccuit	amount.	sensi	tranCode	aba	ROMALIDES	
12/02/2015		\$12,364.02	000000006638	000171	066004600	1000001345	





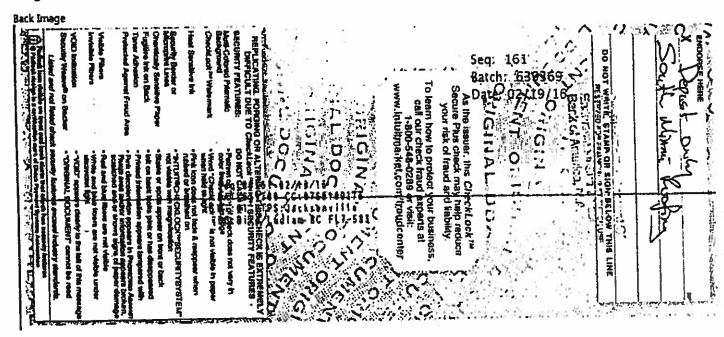
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CONST	TOT GROVE DA		Check 1 of 1		Status: F	Paid 💅
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Robert J. Fewell, Trustee Mariae G. Fewell, Trustee 288 Aragon Avenue Sute C Coral Gables, FL 33134	COCCONUT GROVE BANK 6680 200 Alhambra Circle Coral Gebies, FL 33134 63-480/660 2/18/2016
PAY TO THE South Miami Roofing	\$\$
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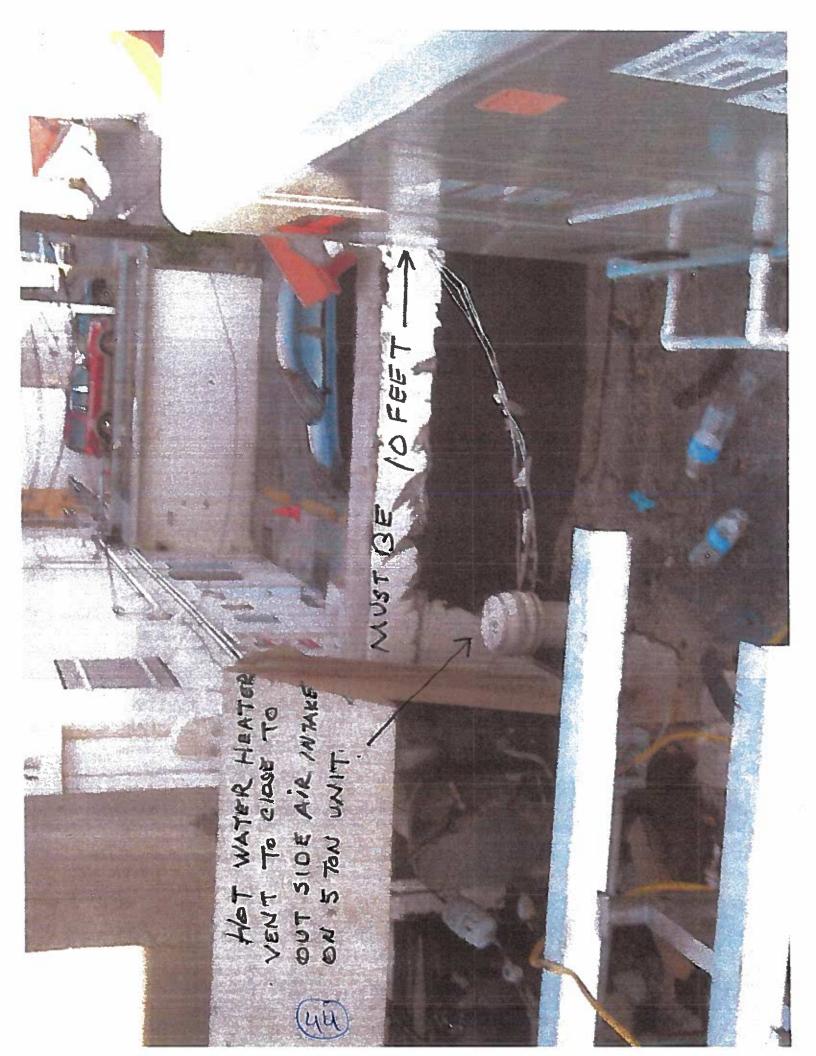


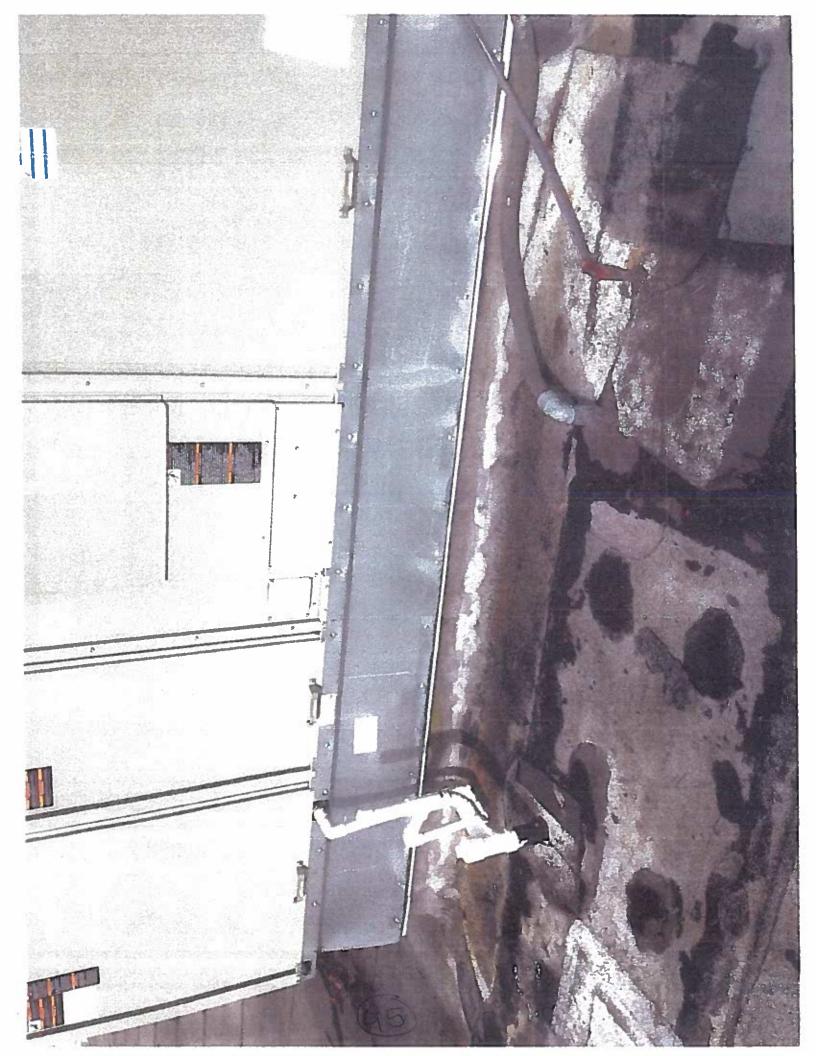


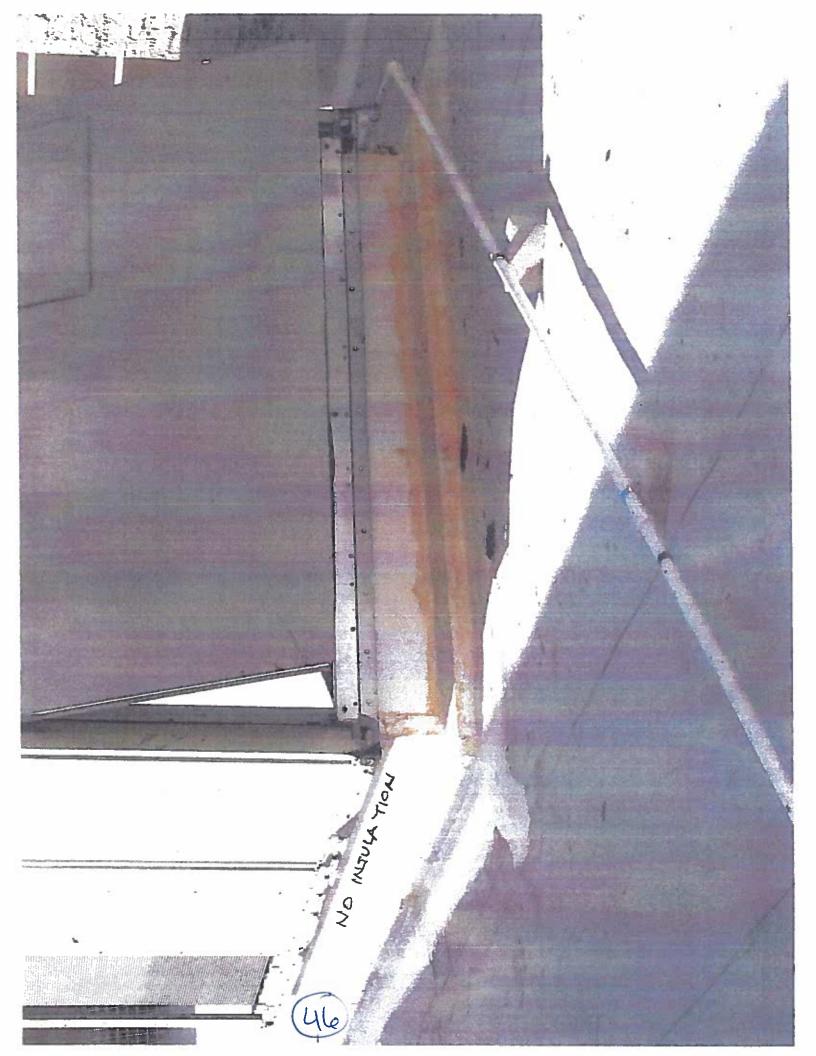
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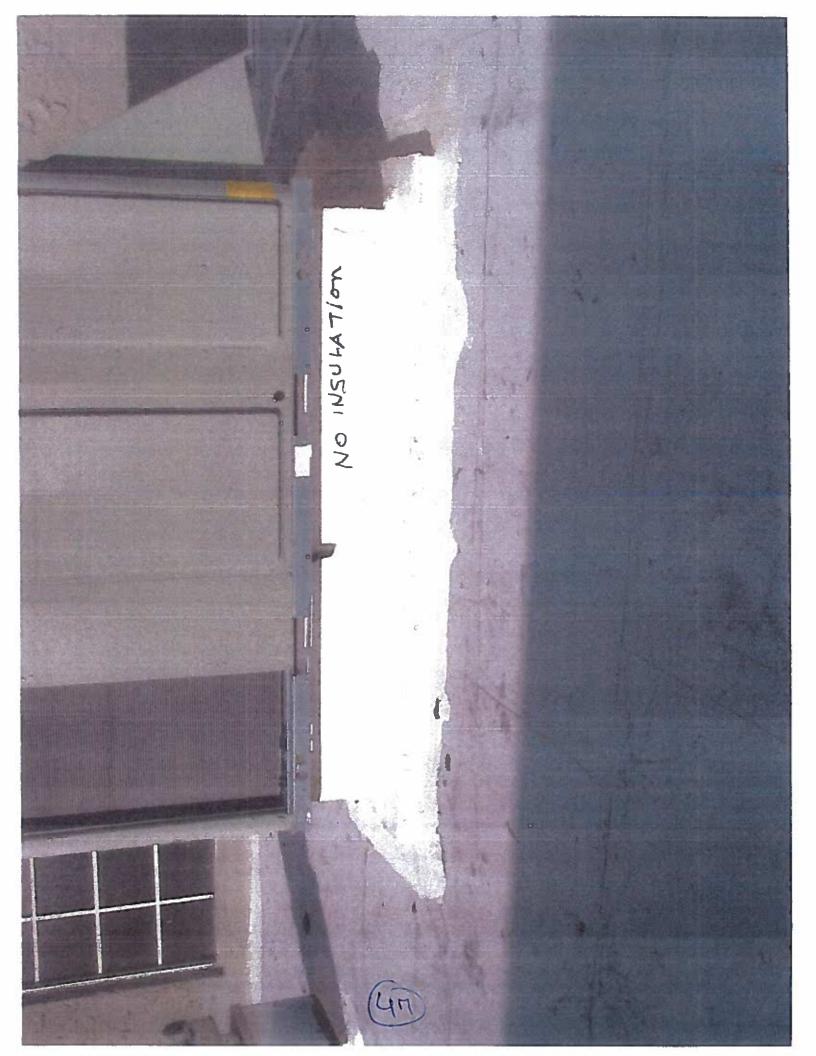


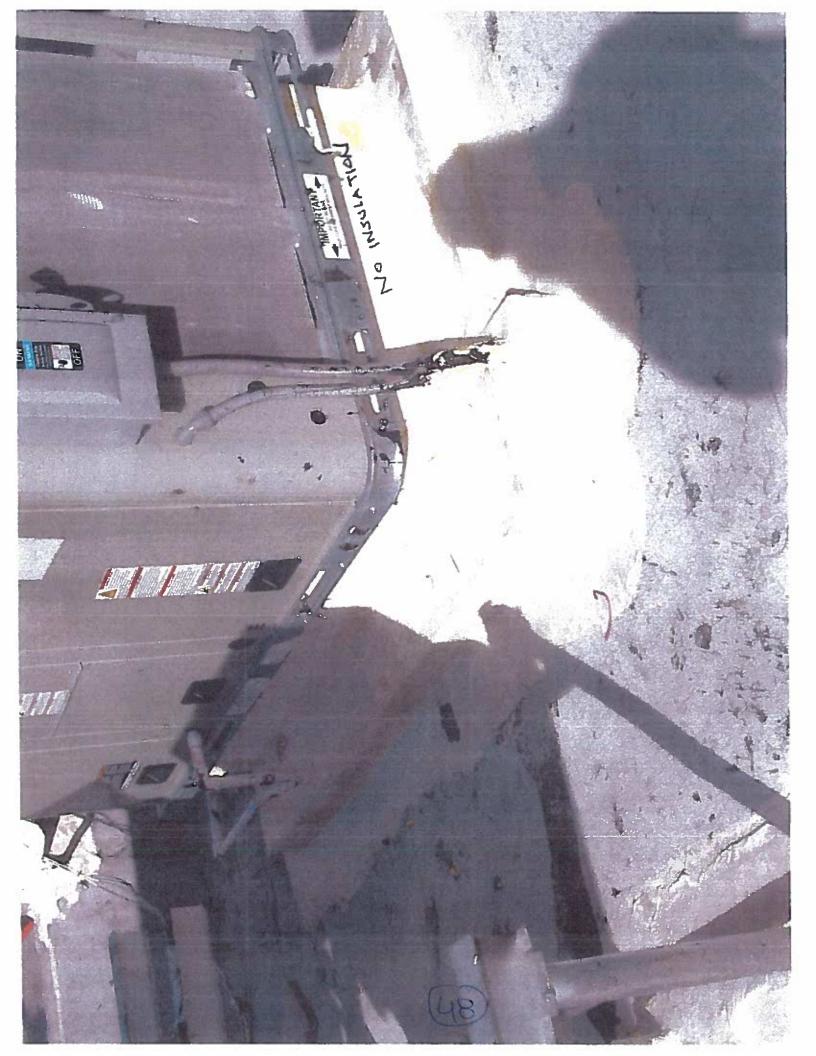
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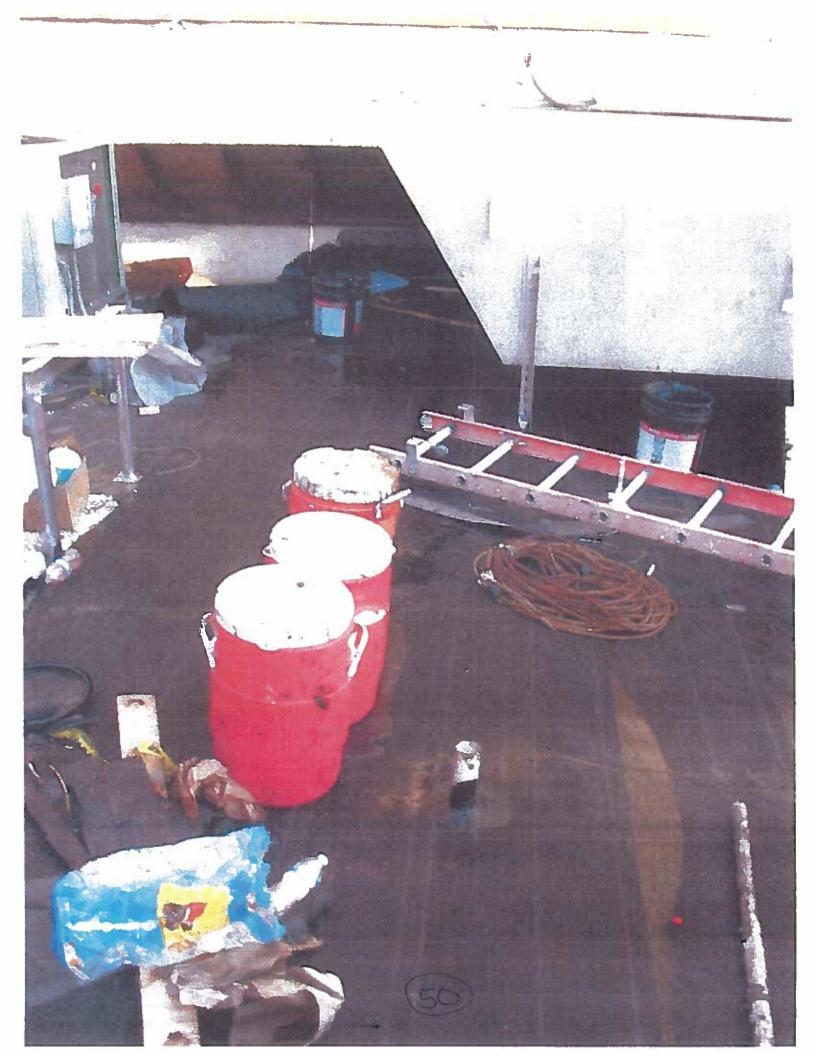




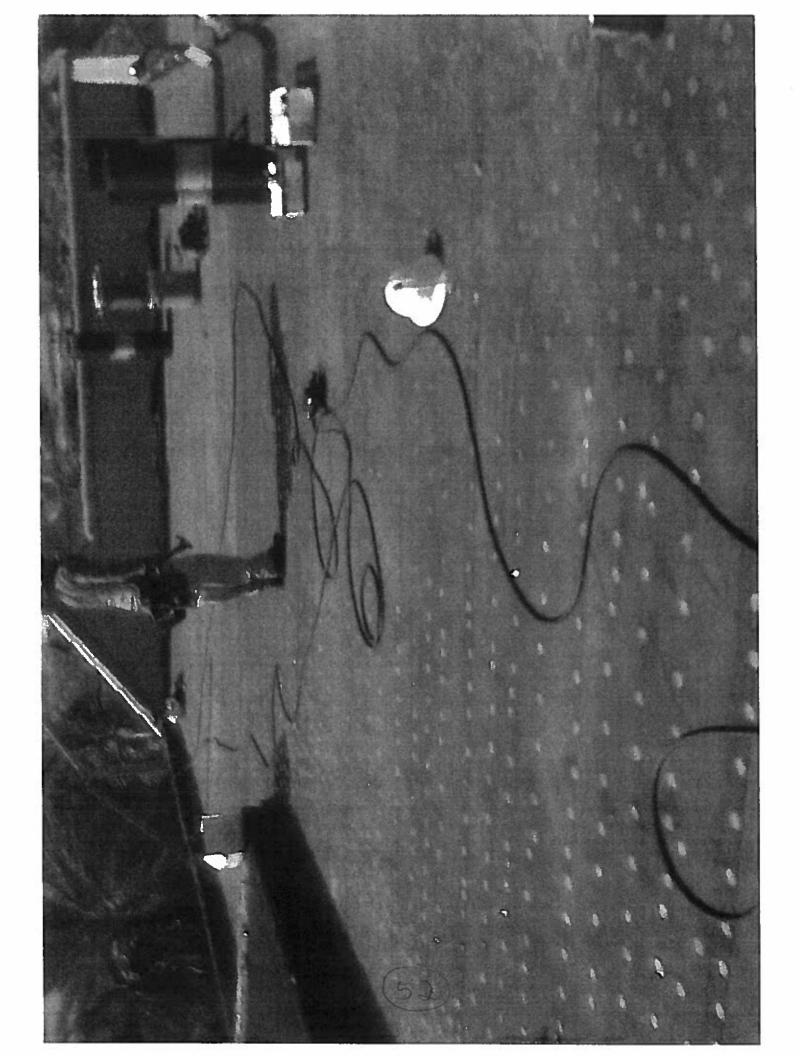


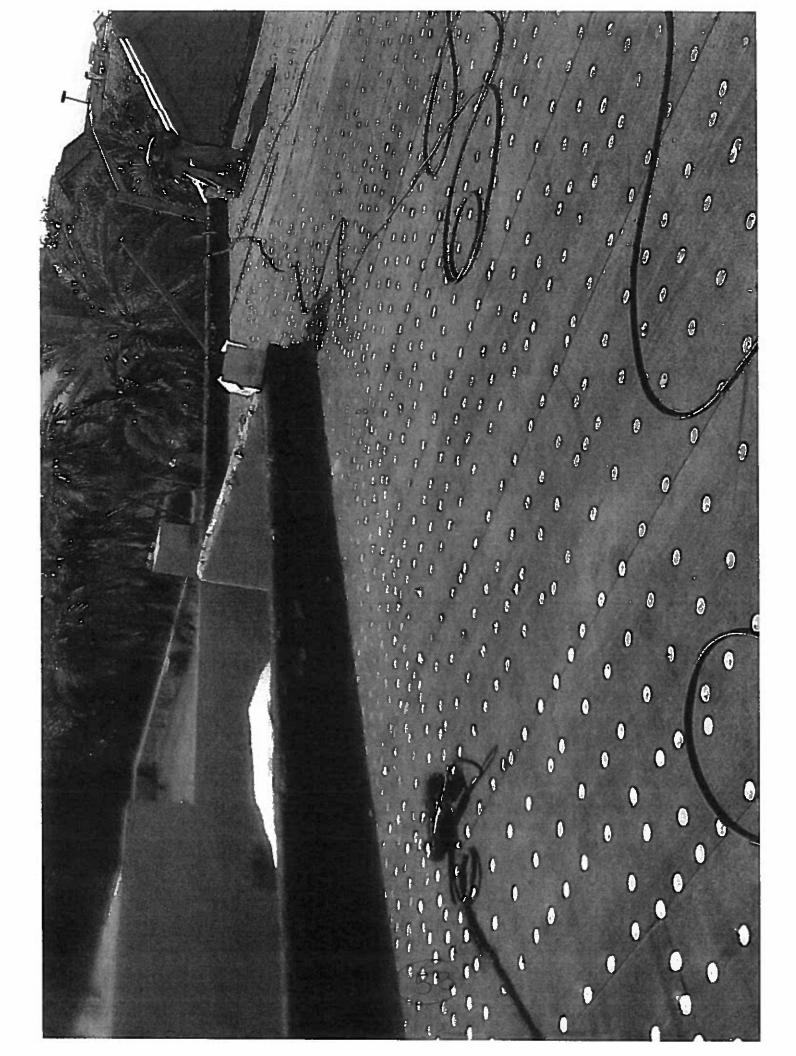




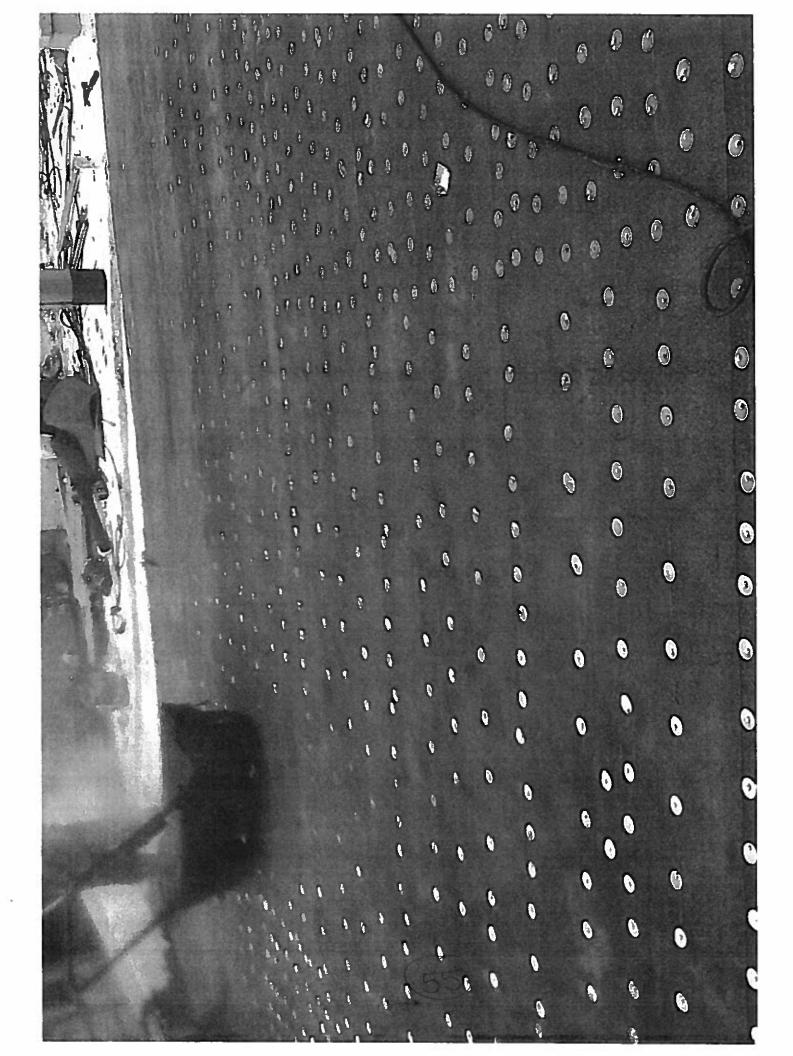


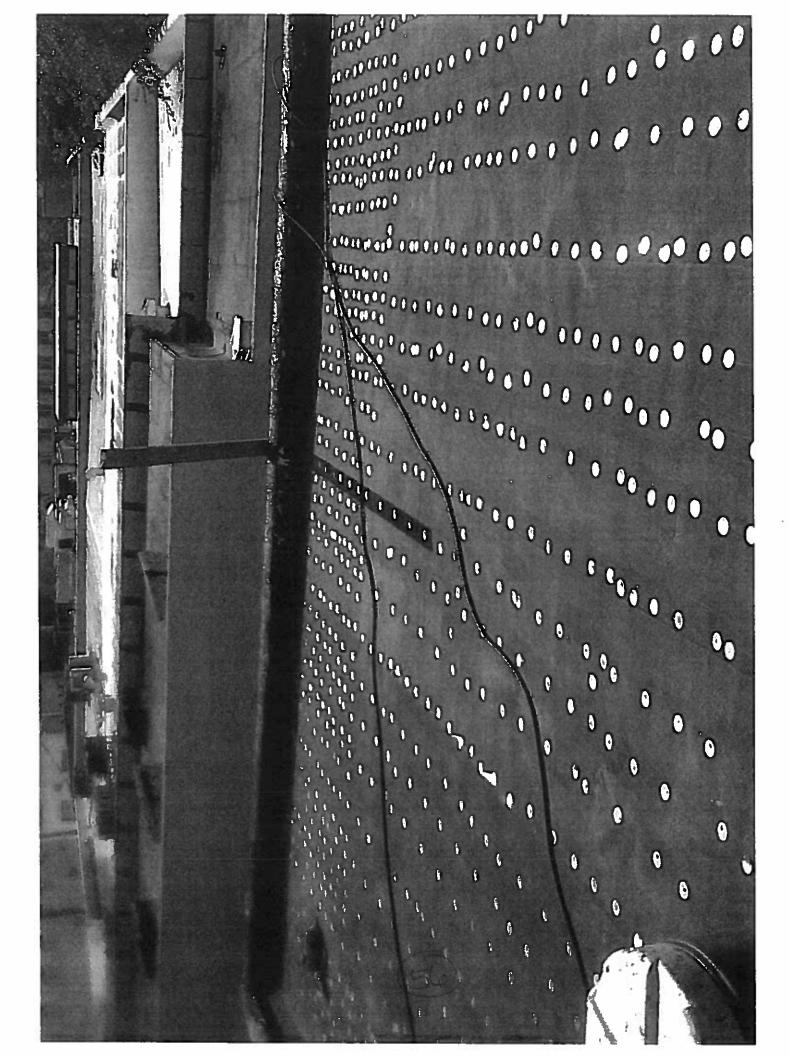


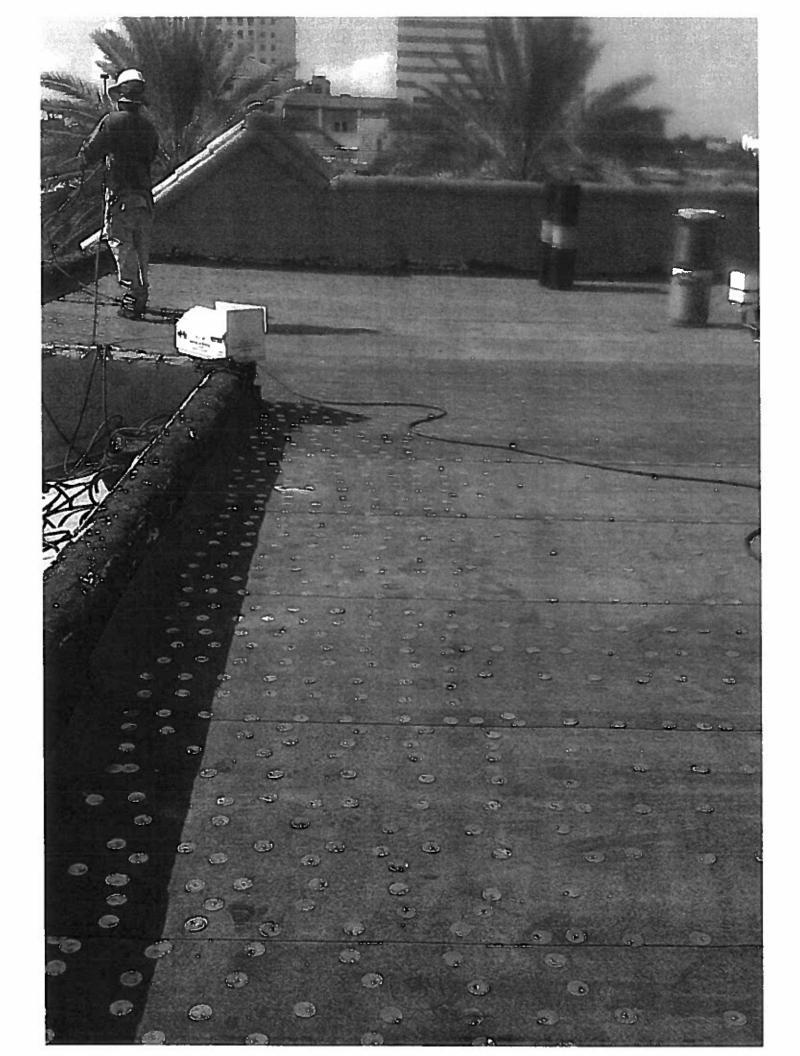


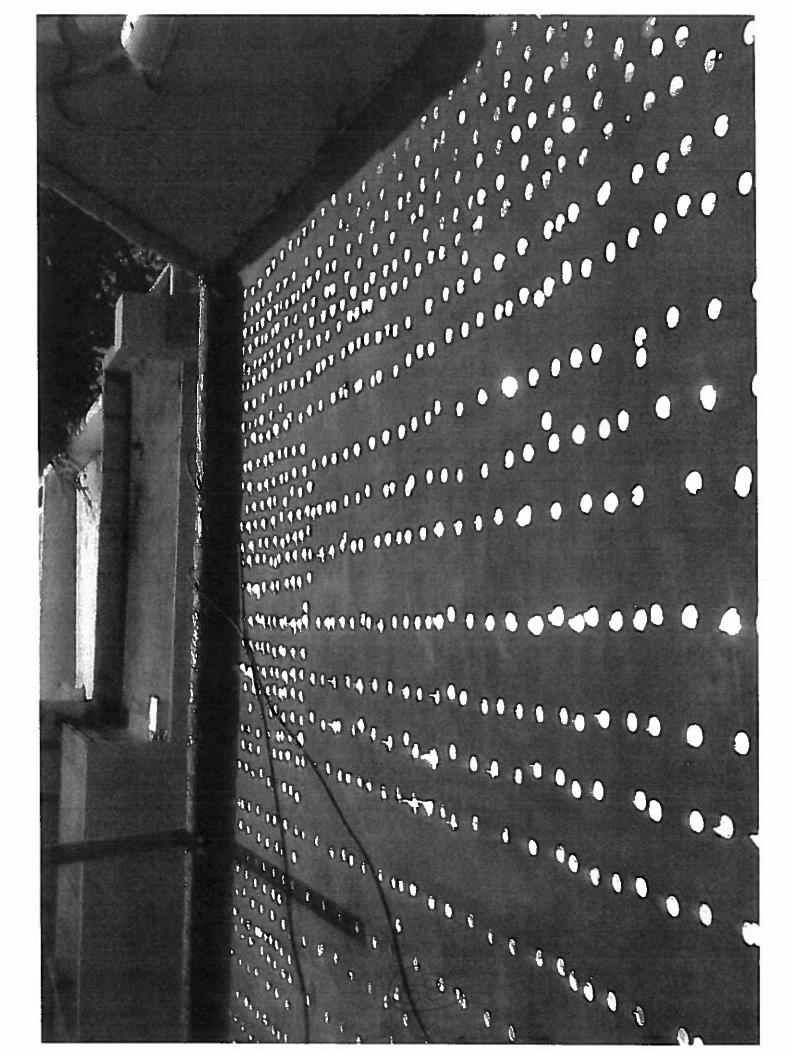


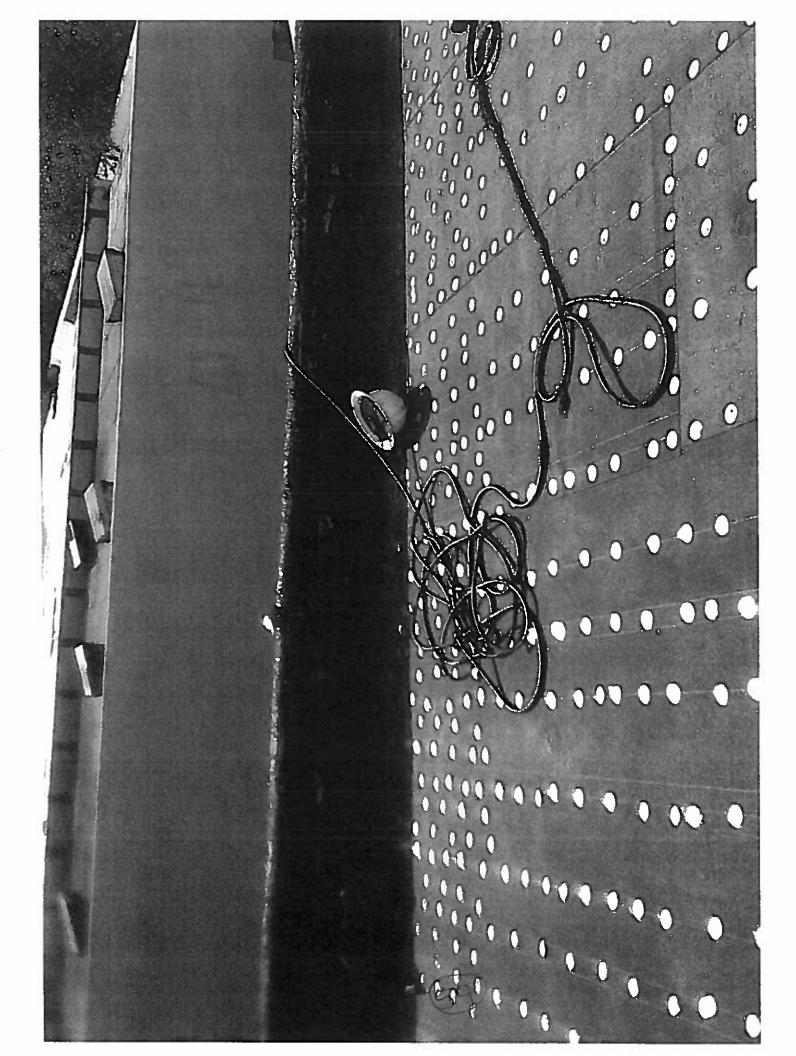


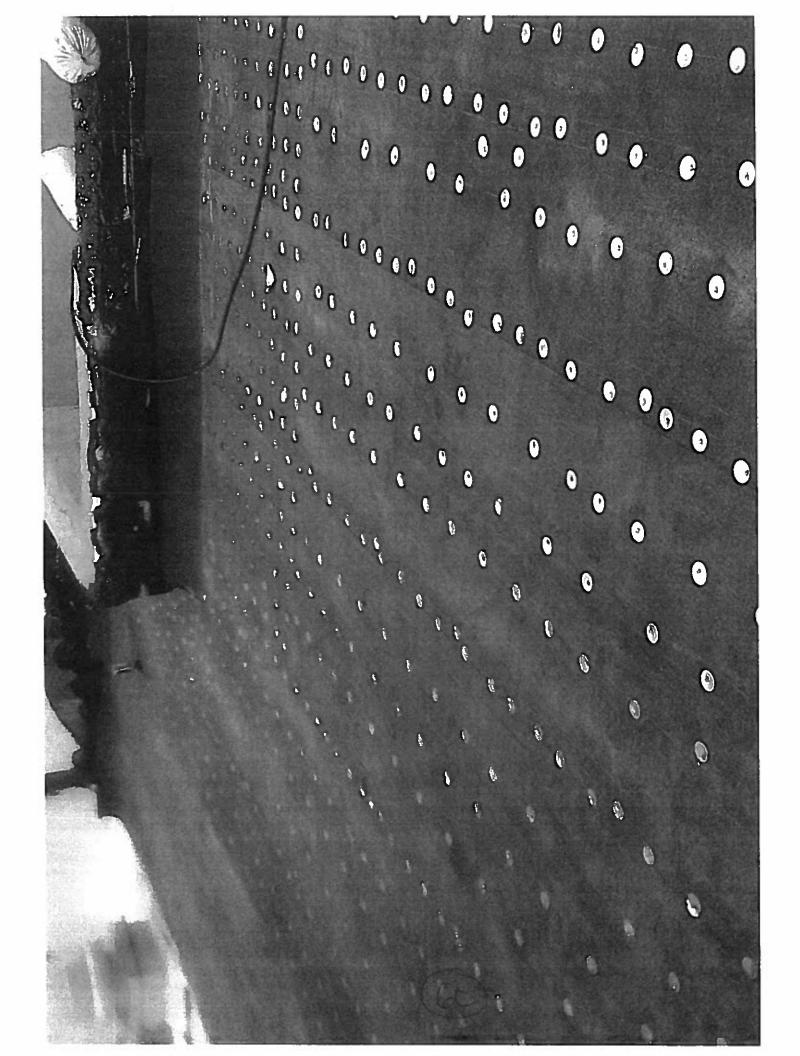














MEETING MINUTES

Thursday May 19, 2016 City Hall 1st Floor Conference Room

TOPIC: Unfinished A/C and Roof Work at 235 Miracle Mile (John Martin's Pub)

ATTENDEES:

City Employees

Peter Iglesias, Assistant City Manager Charles Wu, Acting Development Services Director William Miner, Building Director Manuel Lopez, Deputy Building Official Tony Silio, Ombudsman George Ruggiano, Chief Mechanical Inspector Claudio Ramos, Chief Building Inspector

Contractors

Juan Orellana, Qualifier - Blue Panther Roofing Andrew Malahoo, Roofer - South Miami Roofing

Mr. Peter Iglesias opened the meeting by asking the Contractors to identify themselves and their qualifications to do roof work in Miami-Dade County. Mr. Orellana stated that he was a Certified Roofer and General Contractor in the County. Mr. Malahoo stated that he was unlicensed and worked under the direct supervision of Mr. Orellana. Mr. William Miner presented the case as follows:

BACKGROUND

The Robert J Fewell Property Management Company hired Biscayne Air Conditioning to remove/reinstall a roof mounted A/C unit (ME-15-07-5593) to allow Blue Panther Roofing to replace the old roof on the pub (BL-1507-5889). The work was started in July 2015 and concluded in Feb 2016.

As the work progressed deficiencies were uncovered in the A/C unit, it's curbing and the roof rafters. Blue Panther Roofing subcontracted all of the roof work to South Miami Roofing, who reinforced the roof rafters and installed a new roof. South Miami did not properly flash and insulate the A/C unit curbs, claiming that this work was not a part of its contract.

Due to the poor condition of all 4 of the A/C units, Biscayne Air was contracted separately to install new 15, 12.5, 7.5 and 5 ton units. However, its contract states that "Roof patching and flashing of curbs by roofer". The A/C installation failed Final Inspection due to a lack of insulation and flashing of the curbs. The roofing permit is closed but the A/C permit remains open.

The owner's representative, Cary Menendez (305-445-7755) said she is pleased with the roof work but is taking bids on a follow-up project to insulate and flash the curbs. She hopes to do this without lifting the A/C units. Ms. Menendez also said she is not pleased with the mechanical installation because the restaurant is experiencing excess condensation and she expects Biscayne Air to return and finish balancing the system before she makes final payment.



DISCUSSION

The Attendees reviewed numerous permit applications, inspection reports and photographs and concluded the new flashing is not in compliance with code nor industry standards, but could be replaced without lifting the A/C units. The owner can do this with Blue Panther or another certified roofer.

During the meeting, Mr. Iglesias advised both contractors that the roofing qualifier is required to contract and perform all roof work and to pass this work down to an unlicensed roofer constitutes aiding and abetting, which will be referred to BORA for disciplinary action. Mr. Orellana was offended by this comment and abruptly left the meeting. Mr. Malahoo chose to stay and to answer additional questions.

City records show that South Miami Roofing has worked under Blue Panther's license in two locations: 235 Miracle Mile and 600 Alcazar Ave. The attendees commented that Mr. Orellana knew very little about the work being done by South Miami and was not providing direct supervision as required by code.

At the end of the meeting, Andrew Malahoo made several disparaging remarks about former managers in Coral Gables, which included accusations about fraud and mismanagement of funds. He also said that he lost his roofing license because of a kickback scheme in the City and he threatened to expose this corruption if disciplinary action was taken against him. His remarks were totally unsubstantiated and irrelevant to the topic of discussion and therefore disregarded by the attendees.

Recorded By:

W.G. Miner - May 20, 2016



Kathy (Biscayne Air)

From:

carym36@aol.com

Sent:

Friday, September 18, 2015 12:53 PM

To:

southmiamiroofing@yahoo.com; kathy@biscayneair.com; johnmartins@earthlink.net;

jc@electricjc.com

Cc:

johnmartinscatering@gmail.com

Subject:

Re: Roofers Needed 7:30am Monday, September 21, 2015

Hello Andrew.

John just called me and requested that I reach out to you so that your crew is present at the jobsite Monday morning (preferably 7:30am - weather permitting). The a/c crew needs to have the roof open so that they can tie in the duct work to the 15 ton unit and work on the other duct work needed as well. They also need to install the curbs for the remaining a/c units. They will have 2 men on the job to work on the ducts, curbs, etc.

Please confirm at your earliest convenience, your crew's presence at the jobsite Monday morning (weather permitting). We need to be at the job first thing in the morning, as we all know what usually happens in the afternoon hours...thunderstorms.

Thank you Andrew. I would really appreciate your assistance on this regard. We need to finish this project as soon as possible.

Hope you have a great weekendl

Cary

—Original Message—

From: South Miamiroofing <southmiamiroofing@yahoo.com>

To: Kathy (Biscayne Air) <kathy@biscayneair.com>; carym36 <carym36@aol.com>; johnmartins

<johnmartins@earthlink.net>; jc <jc@electricjc.com>

Cc: johnmartinscatering <johnmartinscatering@gmail.com>

Sent: Fri, Sep 18, 2015 9:38 am

Subject Re: Roofers Needed 7:30am Monday, September 21, 2015

Good Morning Kathy,

There appears to be some misunderstanding and miscommunication that I believe need to be clarified. South Miami Roofing is a roofing company that has been contracted to re-roof the building. Naturally, we understand it is in the best interest of the Client and the project for us to cooperate with the other contractors hired by the Client where work overlaps with ours, but please understand that we are not being paid to assist those other contractors.

From my years of experience in commercial re-roofing projects, it is the responsibility of the A/C company to:

- 1. Level the curb.
- 2. Make or cut holes for return/supply duct without damaging the structure or integrity of the roof/building envelope.
- 3. Secure the curb correctly to the structure and in a raining weather cap off curbs until ac unit is ready for install.
- 4. Seal any holes made by the A/C contractor themselves to ensure there will not be any leaks.
- 5. Make a small schematic of where the electrical penetrations should be.

From what we have experienced with the worker(s) representing your company so far, they have not been able to fulfill these responsibilities. On occasion your company has not sent enough workers and my crew has had to assist. On many occasions your rep did not have the correct materials and tools with him, resulting in the curb being mounted incorrectly and not securely (drilling the screws diagonally instead of straight down; missing the wood base all together), which also has led to several leaks that my crew has had to clean up. Your worker has also not sealed any of the holes he has created, and each time my crew has had to come in to seal around his work.

My craws have been delayed and taken on additional work that we are neither compensated nor responsible for. We have already made all of the holes for the A/C units, but the exact size of your return and supply duct is unknown; that cut-out should be done by whomever is installing the A/C units. All curbs have already been set, installed, and are now ready for the A/C units.



As you are well aware, the weather has created enough setbacks during this project and i'm sure neither of us can afford any more, nor should the Client have to endure any additional delays.

I am reaching out to you and asking you to please work with us to get these issues resolved.

Regards,

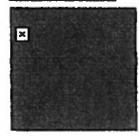
Andrew

Thank you and have a wonderful day,

South Miami Roofing

6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039 FX (866)683-8120

South Miami Roofing (877)289-6429 Miami Roofing Company Miami Roofing Contractor Miami Roofers



South Miami Roofing (877)289-6429 Miami Roofing Co...

We makeppy to make the response van cand conduct Roof Reports for a survey companies and mortgages.

From: Kathy (Biscayne Air) < kathy@biscayneair.com>

To: carym36@aol.com; southmiamiroofing@yahoo.com; johnmartins@earthlink.net; jc@electricic.com

Cc: <u>iohnmartinscatering@amail.com</u> Sent: Friday, September 18, 2015 9:10 AM

Subject: Roofers Needed 7:30am Monday, September 21, 2015

Good Morning.

Please confirm if the roofers will be at the job site on Monday, September 21, 2015, at 7:30am to open the roof so that we may install the curbs and ductwork.

Thank you for your prompt attention.

Regards,

Service Department

Biscayne Air Conditioning, Inc.

659 N.W. 115 Street; Miami, FL 33168

Since 1947

Phone: 305-685-6556 FAX:305-685-6559 Broward: 954-925-1729 or 954-566-4677

Toll Free: 1.877.878.COLD





ANIBAL VASQUEZ

bluepantherroofing1@gmail.com>

John Martin Project 253 Miracle Mile

1 mensaie

South Miamiroofing <southmiamiroofing@yahoo.com> Responder a: South Miamiroofing <southmiamiroofing@yahoo.com> Para: ANIBAL VASQUEZ <bluepanthemoofing1@gmail.com>

28 de julio de 2015, 18:02

Good Evening Anibal

Please send me over a contract for the John Martin Project with payment Schedules.

Regards,

Andrew

Thank you and have a wonderful day,

South Miami Roofing

6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039 FX (866)683-8120 www.southmiamiroofing.com

From: ANIBAL VASQUEZ <bluepantherroofing1@gmail.com>

To: andrew malahoo <southmiamiroofing@yahoo.com>

Sent: Tuesday, July 28, 2015 1:11 PM

Subject: Re: John Martin Project 253 Miracle Mile: Terranova Insurance Requirements

This is aditional 340 for certificado

On Jul 28, 2015 12:54 PM, "South Miamiroofing" <southmiamiroofing@yahoo.com> wrote:

Good Morning, Anibal

This Project has ask for you to add them as a additional insured.

Ozzie Dominguez | General Manager Terranova Corporation 801 Arthur Godfrey Road, Suite 600

Miami Beach, FL 33140 Tel: 305, 695, 8700 Ext. 149

Dir Tel: 305, 779, 8942 Fax: 305, 672, 7800

Email: odominguez@terranovacorp.com

Site www.terranovacorp.com





ANIBAL VASQUEZ

 bluepantherroofing1@gmail.com>

Need a Quote on a shingle and flat roof

3 mensajes

South Miamiroofing <southmiamiroofing@yahoo.com> Responder a: South Miamiroofing <southmiamiroofing@yahoo.com>

11 de marzo de 2016, 15:17

Please send me a quote on a new project. I need it done right away.

34 squares of shingle

10 squares of flat roof.

Project is ready for tear off. I need a set schedule and set price.

Andrew

Thank you and have a wonderful day, South Miami Roofing 6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039

FX (866)683-8120 www.southmiamiroofing.com

To: andrew malahoo <southmiamiroofing@yahoo.com>

Sent: Friday, March 11, 2016 3:05 PM

Subject: Certificate of Liability Insurance.pdf

Good day Attachment

Para: andrew malahoo <southmiamiroofing@yahoo.com> 11 de marzo de 2016, 15:22

Yes good afternoon send me the address and the flat roof is hot mop system or what systems pls

(El texto citado está oculto)

South Miamiroofing <southmiamiroofing@yahoo.com> Responder a: South Miamiroofing < southmiamiroofing@yahoo.com>

Para: ANIBAL VASQUEZ

valuepantherroofing1@gmail.com>

11 de marzo de 2016, 15:31

Address 16041 SW 287th ST

Flat is #75lb and 2 ply 4 and capsheet.

Andrew

Thank you and have a wonderful day, **South Miami Roofing**

6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039 FX (866)683-8120 www.southmiamiroofing.com

From: ANIBAL VASQUEZ

valuepantherroofing1@gmail.com>

To: andrew malahoo <southmiamiroofing@yahoo.com>

Sent: Friday, March 11, 2016 3:22 PM

Subject: Re: Need a Quote on a shingle and flat roof

[FI texto citado esta oculto]



AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood includes 03-11-16 Tear off, Flat Roof systems hot mop not insulated and shingle 03-11-16.pdf

6 mensajes

Para: andrew Southmiami Roofing <Southmiamiroofing@yahoo.com> 11 de marzo de 2016, 20:10

Hello good nigth pls see attach

Have nice weekend

AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood includes 03-11-16 Tear off, Flat Roof systems hot mop not insulated and shingle 03-11-16.pdf 186K

South Miamiroofing <southmiamiroofing@yahoo.com> Responder a: South Miamiroofing <southmiamiroofing@yahoo.com> Para: ANIBAL VASQUEZ <bluepantherroofing1@gmail.com>

11 de marzo de 2016, 20:56

When can your guys start this Job? Andrew

Thank you and have a wonderful day,

South Miami Roofing

6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039 FX (866)683-8120 www.southmiamiroofing.com

From: ANIBAL VASQUEZ

bluepantherroofing1@gmail.com>

To: andrew Southmiami Roofing <Southmiamiroofing@yahoo.com>

Sent: Friday, March 11, 2016 8:10 PM

Subject: AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood includes 03-11-16 Tear off, Flat Roof systems hot mop not insulated and shingle 03-11-16.pdf

Hello good nigth pls see attach Have nice weekend

Para: andrew malahoo <southmiamiroofing@yahoo.com> 11 de marzo de 2016, 20:58

Tell me you schedule and follow you plan

7/20/2016 Gmail - AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood includes 03-11-16 Tear off, Flat Roof s...

[El texto citado está oculto]

South Miamiroofing <southmiamiroofing@yahoo.com> Responder a: South Miamiroofing <southmiamiroofing@yahoo.com>

11 de marzo de 2016, 21:07

Next Week will work for me

Thank you and have a wonderful day,

South Miami Roofing

6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039 FX (866)683-8120 www.southmiamiroofing.com

To: andrew malahoo <southmiamiroofing@yahoo.com>

Sent: Friday, March 11, 2016 8:58 PM

Subject: Re: AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood

includes 03-11-16 Tear off, Flat Roof systems hot mop not insulated and shingle 03-11-16.pdf

(El texto citado está oculto)

Para: andrew malahoo <southmiamiroofing@yahoo.com> 11 de marzo de 2016, 21:09

Yes ok wednesday

[El texto citado está oculto]

South Miamiroofing <southmiamiroofing@yahoo.com> Responder a: South Miamiroofing <southmiamiroofing@yahoo.com> Para: ANIBAL VASQUEZ

VASQUEZ

<br/

15 de marzo de 2016, 9:49

Anibal

Please revise your estimate and give me a price for Tearing Off dimensional shingles and only drying it in with #30 lb. (I WILL LAY UP SHINGLES MYSELF) on the flat you will do the tear off and hot moppings.

So basically remove the shingle installation from the original Bid.

Regards,

Andrew

Thank you and have a wonderful day,

South Miami Roofing

6800 SW 40th Street, Suite 668 Miami, FL 33155 PH (305)242-0039 FX (866)683-8120

7/20/2016 Gmail - AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood includes 03-11-16 Tear off, Flat Roof s... www.southmiamiroofing.com

From: ANIBAL VASQUEZ

bluepantherroofing1@gmail.com> To: andrew Southmiami Roofing <Southmiamiroofing@yahoo.com>

Sent: Friday, March 11, 2016 8:10 PM

Subject: AGREEMENT South Miami Roofing Flat roof not insulated and shingle dimentional roof 200 ft rotten wood

includes 03-11-16 Tear off, Flat Roof systems hot mop not insulated and shingle 03-11-16.pdf

Hello good nigth pls see attach Have nice weekend



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Permit Search Results

Permit#:	App. Date	Street Address	Туре	Description	Status	Issue Date	Final Date	Fees Due
BL-08-03-0833	03/20/2008	253 MIRACLE MILE	ROOF / LIGHT WEIGHT CONC	REPAIR ROOF LEAKS \$2,500 (TILE TO MATCH EXISTING ALTUSA S AND TOUCH UP PAINT OVER FLASHINGS)	final	03/20/2008	05/02/2008	0.00
BL-15-07-5889	07/27/2015	253 MIRACLE MILE	ROOF / LIGHT WEIGHT CONC	RE ROOF \$45,000 FLAT ONLY	issued	10/07/2015		0.00

The City's online services are protected with an **SSL encryption certificate**. For technical assistance, please call 305-569-2448 (8am-5pm, M-F).

BEFORE THE CONSTRUCTION REGULATION BOARD FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES.

Case No. 16-5117

Petitioner,

VS.

ANDREW MALAHOO;
SOUTH MIAMI ROOFING, LLC;
SOUTH MIAMI ROOFING &
CONTRACTING SERVICES INC.:
JUAN C. ORELLANA;
BLUE PANTHER ROOFING
& CONSTRUCTION CORP.;
AXEL RANDOLFO GALDAMEZ;
AG STAR ROOFING, INC.; and
AG STAR CONSTRUCTION, INC..

Respondents.

NOTICE OF CONTRACTOR VIOLATION AND NOTICE OF HEARING

Date of Issuance: July 28, 2016 Name of Official Requesting Hearing: Manuel Z. Lopez, P.E.

Re: See names and addresses of all parties involved in complaint of contractor violations on the attached List of Respondents. All Respondents are collectively referred to as "You".

An investigation conducted by the City of Coral Gables ("City") revealed that you are in violation of the following section(s) of the City Code:

Section 101-58 of the City Code, entitled "Violations", which provides, in pertinent part, that it shall be a violation for any contractor or subcontractor, operating within the City:

- (1) to contract for or to do work outside the scope of work that the contactor is authorized to perform;
- (4) to depart from or disregard in any material respect the plans or specifications of a construction job without the consent of the owner or their duly authorized representative, and the building official, as defined by the "Florida Building Code":
- (5) to willfully disregard or violate any provisions of Chapter 489, Florida Statutes;
- (6) to misrepresent any fact in an application or supporting papers for any permit required by the Florida Building Code or the Zoning Code of the City;
- (8) to evade or violate any of the provisions of Chapter 10 of the Miami-Dade County Code, which may be evidenced by, but not limited to, one or more of the following:
 - a. aiding or abetting any person not holding a certificate of competency to evade or violate any of the provisions of Chapter 10 of the County Code;
 - b. allowing a certificate to be used by an unauthorized person;
 - c. obtaining a permit for any work in which the certificate holder does not actually supervise, direct and control the construction or installation covered by such permit; or



- d. subcontracting any work to any person, corporation or firm not holding a certificate of competency for work involved in the subcontract;
- (9) do any fraudulent act as a certificate holder by which another is injured; and
- (10) fail to supervise, direct, inspect or control all work on any construction project or operation on which the qualifying agent is engaged.

To wit, the parties committed the following fraudulent acts:

As to Malahoo, South Miami, Orellana, and Blue Panther:

- Juan C. Orellana (State Certified Roofing Contractor license number: CCC1328969)("Orellana") and Blue Panther Roofing & Construction Corp. ("Blue Panther"), for which Orellana is the qualifier, aided and abetted Andrew Malahoo ("Malahoo"), who is not a licensed contractor, and South Miami Roofing, LLC, and South Miami Roofing & Contracting Services, Inc. (collectively referred to as "South Miami"), who do not have a licensed qualifier. Specifically, South Miami and Blue Panther are both listed as the contractors for roofing permit issued for 253 Miracle Mile, yet Orellana and Blue Panther did not have a contract with the property owner to perform the work, in violation of Section 489.127(4)(c), Fla. Stat., but instead had an agreement with Malahoo and South Miami, in violation of Section 489.127(4)(a) and (b), Fla. Stat., who actually contracted with the property owner and performed the work and Orellana and Blue Panther did not actually supervise, direct, and control the construction or installation covered by the roofing permits. By doing so, and based on the advertising on the South Miami website, Malahoo and South Miami: (a) engaged in the business of and acted in the capacity of a contractor and advertised themselves as a business organization available to engage in the business of a contractor without being duly registered or certified, in violation of § 489.127(1)(f), Fla. Stat.; and (b) operated a business organization engaged in contracting after 60 days following the termination of its qualifying agent, without designating another primary agent, in violation of § 489.127(1)(g), Fla. Stat. Malahoo, South Miami, Orellana, and Blue Panther are also in violation of § 489.127(1)(i), Fla. Stat., in that the aforementioned acts constitute willful and deliberate violations of municipal and County ordinances relating to uncertified or unregistered contractors, specifically: subsections (1), (5), (6), (8), (9), and (10) of § 101-58 of the City Code and §§ 10-3(a), 10-4(a), and 10-4.1(a) of the Miami-Dade County Code, as applicable.
- 2. In addition, Malahoo, South Miami, Orellana, and Blue Panther, performed work on the trusses of the building on 253 Miracle Mile that was outside the scope of the roofing permit, in violation of Section 489.127(1)(h), Fla. Stat., and that is also beyond the scope of Orellana's roofing contractor's license. Moreover, the City revoked the final inspection on the roofing permit and the owner will now have to obtain an after-the-fact permit for the structural work. Malahoo, South Miami, Orellana, and Blue Panther are, therefore, also in violation of § 489.127(1)(i), Fla. Stat., in that the aforementioned acts constitute willful and deliberate violations of municipal and County ordinances relating to uncertified or unregistered contractors, specifically: subsections (1), (4), (5), and (9) of § 101-58 of the City Code and Section 105.1 of the Florida Building Code.

As to Malahoo, South Miami, Galdamez, and AG Star:

3. Axel Randolfo Galdamez (State Certified Roofing Contractor license number: CCC1329029) and State Certified General Contractor license number: CGC1516021)("Galdamez") and AG Star Roofing, Inc., and AG Star Construction. Inc. (collectively referred to as "AG Star"), for which Galdamez is the qualifier, aided and abetted Malahoo and South Miami Roofing, LLC. Specifically, Galdamez and AG Star are both listed as the contractors for roofing permits issued for 1412 Medina Avenue, yet Galdamez and AG Star did not have a contract with the property owner to perform the work, in violation of Section 489.127(4)(c), Fla. Stat., but instead had an agreement with Malahoo and South Miami, in violation of Section 489.127(4)(a) and (b). Fla. Stat., who actually contracted with the property owner and performed the work and Galdamez and AG Star did not actually supervise, direct, and control the construction or



installation covered by the roofing permits. By doing so, and based on the advertising on the South Miami website, Malahoo and South Miami: (a) engaged in the business of and acted in the capacity of a contractor and advertised themselves as a business organization available to engage in the business of a contractor without being duly registered or certified, in violation of § 489.127(1)(f), Fla. Stat.; and (b) operated a business organization engaged in contracting after 60 days following the termination of its qualifying agent, without designating another primary agent, in violation of § 489.127(1)(f), Fla. Stat. Malahoo, South Miami, Galdamez, and AG Star are also in violation of § 489.127(1)(i), Fla. Stat., in that the aforementioned acts constitute willful and deliberate violations of municipal and County ordinances relating to uncertified or unregistered contractors, specifically: subsections (1), (5), (6), (8), (9), and (10) of § 101-58 of the City Code and §§ 10-3(a), 10-4(a), and 10-4.1(a) of the Miami-Dade County Code, as applicable.

Therefore, pursuant to Chapter 101, Article III of the City Code, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on August 8, 2016, at 2:00 p.m.

You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that anyone, other than an attorney, attending the hearing on your behalf, must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5229.

If you do not prevail at the hearing, the Board may enter an order, as provided in Sections 101-57 and 101-63 of the City Code, including, but not limited to, assessing all legal and investigative costs of the proceedings, for which the City shall have a lien as provided in Section 101-64 of the City Code.

For any questions relating to the hearing, please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@coralgables.com. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

Please govern yourself accordingly.

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

NOTICES

Pursuant to Section 286.0105. Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

ADA Assistance: The City complies with the provisions of the Americans with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact Dona M. Spain, ADA Coordinator, at (305) 460-5095, TTY/DD (305) 460-5010, with requests for auxiliary aids or services at least three business days before the hearing in order to request such assistance.



List of Respondents

Andrew Malahoo 6800 S.W. 40 th Street #668 Miami, Florida 33155 Return receipt number: 91 7108 2133 3932 7314 2083	South Miami Roofing, LLC c/o Andrew Malahoo Registered Agent 6800 S.W. 40 th Street #668 Miami, Florida 33155 Return receipt number: 91 7108 2133 3932 7314 2083
South Miami Roofing & Contracting Services, Inc. clo Spiegel & Utrera, P.A. Registered Agent 1840 S.W. 22 nd Street, 4 th Floor Miami, Florida 33145 Return receipt number: 91 7108 2133 7314 2090	South Miami Roofing & Contracting Services, Inc. 13104 S.W. 85th Avenue Road Miami. Florida 33156-6504 Return receipt number: 91 7108 2133 3932 7314 2106
Juan C. Orellana 4630 S.W. 13 th Terrace Miami. Florida 33134 Return receipt number: 91 7108 2133 3932 7314 2113	Blue Panther Roofing & Construction Corp. c o Juan C. Orellana Registered Agent 4630 S.W. 13 th Terrace Miami, Florida 33134 Return receipt number: 71 7108 2133 3532 7314 211
Axel R. Galdamez 12260 S.W. 187 th Street Miami, Florida 33184 Return receipt number: 91 7108 2133 3932 7314 2120	AG Star Roofing, Inc. c/o Axel R. Galdamez Registered Agent 12260 S.W. 187th Street Miami, Florida 33184 Return receipt number: 91 7108 2133 3932 7314 2120
AG Star Construction, Inc. c o Axel R. Galdamez. Registered Agent 12260 S.W. 187th Street Miami, Florida 33184 Return receipt number: 91 7108 2133 3932 7314 2120	