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CITY OF NORTH MIAMI
DISTRICT 3 SINGLE-FAMILY BEAUTIFICATION
PROGRAM AGREEMENT

THIS AGREEMENT is entered into this 11 day of June, 2015, by and between the following parties **RIGUAD DUVERCY and MARIE DUVERCY** (Owners), whose principal address is 12615 NE 1st Court, North Miami, Florida 33161, and who is the legal owner of the property more particularly described as:

Lot 12, in Block 17, of **BREEZESWEPT ESTATES FIRST ADDITION**, according to the plat thereof as recorded in Plat Book 60, at page 26, of the Public Records of Dade County, Florida, a/k/a 12615 N.E. 1st Court, (subject property)

The City of North Miami (City), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **M AND A BUILDERS, LLC** (Contractor), having its principal business address at 3360 NW 21st Street, Lauderdale Lakes, FL 33311

WITNESSETH:

WHEREAS, the City has established the "Single-Family Beautification Program" (Program) to provide assistance to eligible homeowners within District 3 for the purpose of providing financial assistance to income eligible residents of North Miami's District 3 who are in need of repairs and beautification of their property (Project); and

WHEREAS, the City utilizes approved funding from the North Miami General Fund (City Funds) in administering the Program; and

WHEREAS, the Owner, legal owner of the property described above, has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the parties with all applicable provisions of Federal, State, and local laws, statutes, rules and regulations.

NOW THEREFORE, in consideration of the mutual promises and the money which the City will pay, which consideration is acknowledged by the parties, the parties agree as follows:

1. City's Capital Improvements Funds in the amount of $800,000.00 are being utilized for the purpose of beautifying the subject property located in District 3.

2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
   - The **RFQ#14-14-15** is incorporated herein by reference;
   - The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the parties under the Program and that the parties agree to abide by and comply with their roles and responsibilities;
   - Program Guidelines and Contractor Payment Schedule, attached as Exhibit "B."

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

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4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the State of Florida, the City and Metropolitan Dade County.

5. The Owner(s) agree to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100 year flood plain zone, the Owner must have an active flood insurance policy.

6. The City, Contractor and Owner(s) acknowledge and agree that funds provided derive from the City's General Fund for the uses and purposes referred to in this Agreement.

7. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.

8. Owner is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner may achieve compliance by obtaining the required coverage. Failure of Owner to obtain and provide the City with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.

9. The City may, periodically, inspect the property for the purpose of assuring compliance with this Agreement.

10. Owner shall not release or amend this Agreement without the prior written consent of the City.

11. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.

12. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **$ 9,993.75**. Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **$ 9,993.75**, less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.

1. Owner(s) and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.

13. Owner(s) and Contractor shall not assign any interest in this Agreement.

14. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of

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the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.

15. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

16. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees, or subcontractors:

    a. Failure by the Contractor to (i) commence work within thirty(30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment of the grant, within thirty(30) days from the date when a Final Certificate of Completion is issued.

       Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.

    b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

    c. Default by an Owner on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.

    d. Insolvency or bankruptcy by the Owner or by the Contractor.

    e. Failure by the Contractor to maintain the insurance required by the City.

    f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.

17. This Agreement shall be governed by the laws of Florida and venue shall be in Miami Dade County, Florida.

18. The Owner shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 9I-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.

19. Notices and Demands: All notices, demands, correspondence and communications between the City, Owner(s) and Contractor shall be deemed sufficiently given

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under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: Director, Community Planning & Development
With a copy to:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: City Attorney
If to Contractor:	M and A Builders, LLC 3360 NW 21st Street Lauderdale Lakes, FL 33311
If to Owner:	Riguad Duvercy and Marie Duvercy 12615 NE 1 Court North Miami, FL 33161

or to such address and to the attention of such other person as the City, Contractor or Owner may from time to time designate by written notice to the others.

20. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.

21. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the parties.

22. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

23. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, the day and year first above written.

Witness

Witness

Rigaud Duvercy, Owner

Marie Duvercy, Owner

Witness

CONTRACTOR:

By:

Witness

ATTEST:

DocuSigned by:

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Michael A. Etienne, Esq. City Clerk

CITY OF NORTH MIAMI

DocuSigned by:

By: Aleem A. Ghany

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Aleem A. Ghany, City Manager

APPROVED AS TO FORM:

DocuSigned by:

Regine Monestime

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Regine M. Monestime, Esq. City Attorney

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Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

Item No.	Description	Unit	Unit Cost Total	Cost
1.	**To provide exterior window (37" x 50") replacement services as required in Section3.6**	**EA**	**EA**	**Total**
a.	New Impact Window	**13**	$700.00	**$ 9,100.00**
b.	New Non-Impact Window	_____	$485.00	**$** _____
c.	Casement Windows (egress)	**1**	$893.75	**$ 893.75**
d.	Casement Windows (egress) Non-Impact	_____	$700.00	**$** _____
2.	**To provide sliding glass door (72" x 80") replacement services as required in Section3.8**	**EA**	**EA**	**Total**
a.	New Impact Slide Glass Door	_____	$2,625.00	**$** _____
b.	New Non-Impact Slide Glass Door	_____	$1,950.00	**$** _____
3.	**To provide exterior door replacement services as required in Section 3.5**	**EA**	**EA**	**Total**
a.	New Exterior Door	_____	$750.00	**$** _____
4.	**To provide installation services of metal gutters and downspout as required in Section 3.4**	**EA**	**EA**	**Total**
a.	New Seamless Gutters & Downspouts	_____	$8.25	**$** _____

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Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs: (Continued)

Item No.	Description	Unit	Unit Cost Total	Cost
5.	**To provide removal and replacement services of fascias as required in Section 3.2**	**LF**	**EA**	**Total**
a.	Fascia (1" x 6")	_____	$6.75	$_____
b.	Fascia (1" x 8")	_____	$7.75	$_____
c.	Fascia (1" x 10")	_____	$9.28	$_____
6.	**To provide wood/concrete soffit replacement and repair services as required in Section 3.3 A and B**	**SQ FT**	**EA**	**Total**
a.	Soffit Replacement (Wood)	_____	$6.50	$_____
b.	Soffit Replacement(Concrete)	_____	$10.50	$_____
c.	Soffit Screens	_____	$10.00	$_____
7.	**To provide new accordion shutters installation services as required in Section 3.7**	**SQ FT**	**EA**	**Total**
a.	Accordion Hurricane Shutter	_____	$16.88	$_____
8.	**To provide exterior pressure cleaning and painting services as required in Section 3.9**	**SQ FT**	**EA**	**Total**
a.	Pressure Clean and Paint	_____	$3.66	$_____
9.	**To provide excavation and installation services for driveway and approach as required in Section 3.10**	**SQ FT**	**EA**	**Total**
a.	Driveway and Approach	_____	$15.00	$_____
TOTAL				**$ 9,993.75**

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Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the executed contract and all applicable plans and specifications. Change orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or change orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

The Owner(s) shall certify that all information furnished when applying for North Miami's Single Family Beautification Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain North Miami's Single Family Beautification Program funds was determined, this Agreement may be canceled by City and the Owner(s) shall be required to immediately return to City any sums expended by the City in repairing or purchasing the owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. ***PENALTY FOR FALSE OR FRAUDULENT STATEMENT.*** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics or any other type of liens of obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

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OTHER LEGAL REQUIREMENTS

All parties agree to comply with the following statutes, regulations and executive orders, as they apply. The requirements are incorporated herein by reference.

1. Freedom of Information and Privacy Acts

   - Freedom of Information Act (5 U.S.C. 552), and the Privacy Act of 1974 (5 U.S.C. 552a).

2. -- Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

   -- Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)

   -- The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.

   -- Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.

   - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended;

   - The Fair Housing Amendments Act of 1988. (Pub. L. 100-430)

3. Environmental Review

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- The National Environmental Policy Act (42 U.S.C. 4321, et seq);
- The Council on Environmental Quality Regulations (40 CFR Parts 1500-1508);
- Environmental Policy and Procedures (24 CFR Part 58);
- National Historic Preservation Act of 1966; (16 U.S.C. 470 et seq.)
- Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C 4001 et seq.)

4. Lead Based Paint

- Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq);
- HUD Lead Based Paint Regulations (24 CFR Part 35).

5. Asbestos

- Asbestos Regulations (40 CFR 61, Subpart M);
- U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

6. Handicapped Accessibility

- Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

7. Labor Standards

- The Davis-Bacon Act (40 U.S.C. 276a) as amended;
- The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
- Federal Labor Standards Provisions (29 CFR Part 5.5).

ADDITIONALLY, ALL PARTIES AGREED TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.