

**CITY OF NORTH MIAMI**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**EMERGENCY REPAIR GRANT AGREEMENT**

**THIS AGREEMENT** is entered into this 18 day of **July, 2012**, by and between the following parties: **ANTOINE & MERLINE DORISMOND**, owners of the subject property; the **CITY OF NORTH MIAMI**, a Florida municipal corporation, having its principal office at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161; and **METRO CONTRACTORS, INC** having its principal business address at **3836 NW 125 STRET, OPA LOCKA FL 33054** (Parties), regarding rehabilitation of the real property legally described as:

**Lot 20, Block 8, of BREEZY HEIGHTS FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 50, at Page 43, of the Public Records of Miami-Dade County, Florida a/k/a 12820 NW 12 Avenue North Miami, FL 33168 (Subject Property)**

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development (HUD) has provided Community Development Block Grants (CDBG) to local governments designed to address housing, economic development, and infrastructure needs of the community that primarily benefit low and moderate income persons; and

**WHEREAS**, the City has determined through its Consolidated Plan for CDBG funds, adopted by the Mayor and City Council in December, 2005, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (Program), in accordance with CDBG criteria specifically described in Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.); 24 CFR Part 570; and

**WHEREAS**, the Owners have agreed to rehabilitate their property 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 grant money in the amount of **\$3,200.00**, which consideration is acknowledged, the parties agree as follows:

1. CDBG funds in the amount of **\$3,200.00** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Project).
2. The Specifications & Proposal (Contract Documents) 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.

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.

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the State of Florida, the City and Miami-Dade County.
5. The Owners 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 Owners must have an active flood insurance policy.
6. The City, Contractor and Owners acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
7. The Owners acknowledge that they presently occupy the property as their primary residence, and agree to continually occupy the property as their primary residence.
8. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owners fail to comply with the foregoing covenants and restrictions.
9. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
10. In the event the Owners or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owners or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
11. If the Owners terminate or cancel the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project.

12. Owners shall not release or amend this Agreement without the prior written consent of the City.
13. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owners for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.  
  
In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.
14. Payment to the Contractor for the Project shall be made as described in 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 Owners, Contractor or any third person or entity.
15. 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 **\$3,200.00**. Owners 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 **\$3,200.00**, 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.
16. Owners 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.
17. Owners and Contractor shall not assign any interest in this Agreement.
18. In the event of a default, the City will mail to the Owners and the Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing of the 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 to the time of termination, including replacement of all work areas to a suitable condition.
19. 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.

20. A default shall include but not be limited to the following acts or events of an Owners, 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 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 are present at the site to diligently incorporate materials and equipment in accordance with the project 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. Insolvency or bankruptcy by the Owners or by the Contractor.
- d. Failure by the Contractor to maintain the insurance required by the City.
- e. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.
- f. The breach of any term or condition of this Agreement.

21. If Owners default this Agreement by insolvency or bankruptcy, the following shall apply:

- a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:

- 1. In the event the Owners file a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owners or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owners further agree that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owners agree to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owners acknowledge that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361.
  3. In the event the Owners file for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owners agree to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owners shall agree that the City is oversecured and, therefore, entitled to interest and attorneys fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense.
- b. Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Owners or Contractor, the following shall occur:

In the event the Owners file a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owners acknowledge that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owners acknowledge that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owners acknowledge that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owners agree to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owners further acknowledge that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- c. Should the Parties wish to execute the Agreement after the Owners have filed for bankruptcy, the following shall occur:
1. The Owners agree that in the event they are current Debtors in bankruptcy, at the request of the City, the Owners shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owners further agree that any funds loaned or granted by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.

2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.
22. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties and the Contractor files for bankruptcy, the following shall occur:

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.
- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.
- c. In the event that the Owners default under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the

in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owners defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owners, against the Contractor including, but limited to, any claim or right of recoupment.

23. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
24. The Owners shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.).
25. Notices and Demands: All notices, demands, correspondence and communications between the City, Owners and Contractor shall be deemed sufficiently given 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. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: Director, Community Planning & Development

With a copy to:       City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: City Attorney

If to Contractor:     Amat Fernandez (Registered Agent)  
Metro Contractors Inc  
8435 NW 169 Terrace  
Miami Lakes, FL 33016

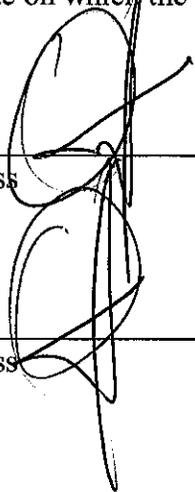
If to Owners:         Antoine & Merline Dorismond  
12820 NW 12 Avenue  
North Miami, FL 33168

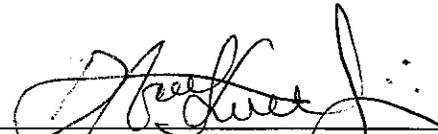
or to such address and to the attention of such other person as the City, Contractor or Owners may from time to time designate by written notice to the others.

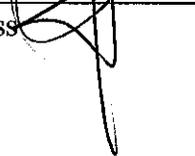
26. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
27. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the parties.
28. 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.
29. 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

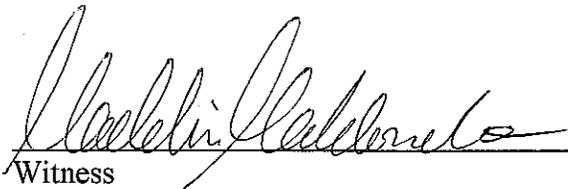
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

Witness 

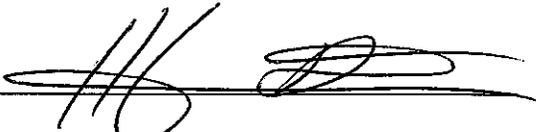
  
Antoine Dorismond, Owner

Witness 

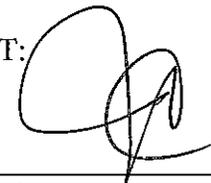
  
Merline Dorismond, Owner

  
Witness

CONTRACTOR:

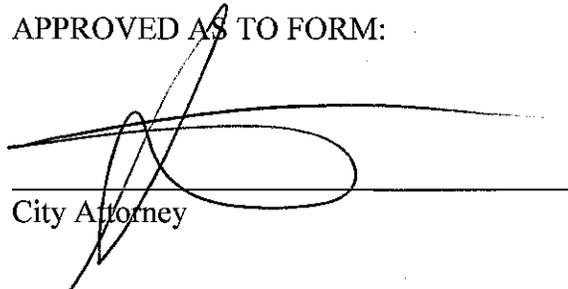
By: 

Date: 7/19/12

ATTEST:   
City Clerk

CITY OF NORTH MIAMI

By:   
Director  
Community Planning & Development

APPROVED AS TO FORM:   
City Attorney

APPROVED:

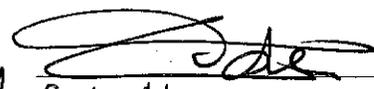
  
for City Manager

Exhibit A

**SCOPE OF SERVICES**

OWNERS and CONTRACTOR agree to undertake the following repairs:

**01) EXTERIOR PRESSURE CLEANING \$700.00**

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway (including public walkway in front of the house) and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Call Housing Inspector for inspection.**

**02) PAINT EXTERIOR SURFACE OF HOUSE \$2,500.00**

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three colors. Call Housing Inspector prior to application of finish coat. **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall left to Homeowner for future use.**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.

- Apply the proper mil-thickness of paint for moisture protection and warranty.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Sherwin Williams (Harmony) or an approved equal. Housing Inspector to verify brand and VOC level.**
- Upon completion of the project, the contractor must provide a manufacture warranty (not the paint label warranty). The manufacture representative must inspect, approve and sign-off on the exterior painting.
- Replace the screens on the crawl space vents, around the perimeter of the house.
- Install approved address numbers; placed in a position to be plainly visible from the street fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

## 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 Agreement 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 Owners' responsibility.

Upon execution of this agreement, the property owner agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. **Property owner/Purchaser acknowledges that individuals will be allowed on the property to take photographs.** All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

### 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, materialmen's or any other type of liens or 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:
  1. Environmental Review
    - The National Environmental Policy Act (42 U.S.C. 4321, et seq.);
    - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
    - Environmental Review Procedures (24 CFR Part 58);
    - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
    - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

2. 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).
3. Asbestos
  - Asbestos Regulations (40 CFR 61, Subpart M);
  - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).
4. 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.**

Document #: 17680 Date: 07/20/2012 Year: 2012  
 Requisition #: 0011499  
 Description: HOUSING REHAB @ 12820 NW 12 AVENUE  
 Requestor: FALCO, GWEN  
 Requested for: COLEEN CHRISTIE  
 Apprvl Queue: 09hsg-cdbg Group: gfalco Combine: N  
 Current Aprv: CHRISTIE, COLEEN Lvl: 1 Prev: PO #:  
 PO Type: reg Confirming: N \$Limit - PO: Tran:  
 Blanket exp: Contact: COLEEN CHRISTIE Phone: (305) 895-9825 2171  
 Text Code: Restock: N  
 Department: 09 Order Placement:

**Requisition Service**

Type	Item Code	Amount	
s		3,200.00	
Tax cd:	Comm cd: 90923	1099 box: FA? N	
Per Agreement dated July 18, 2012, for an Emergency Repair Grant at 12820 N.W. 12 Avenue - Antoine and Merline Dorismond. Scope of Work: 1) Exterior pressure cleaning; 2) Paint exterior surface of house			
Account(s)	Project Account(s)	Acct %	Amount
E 115-09-625002-519-823-000		100.00	3,200.00

RFQ: N Encumber: Y  
 Vendor: 0006815 METRO CONTRACTORS INC  
 Selected: Y  
 Order from: 3836 NW 125ST OPA LOCKA, FL 33054  
 Pay to: 3836 NW 125ST OPA LOCKA, FL 33054  
 FOB Point:  
 Desired: Required:  
 Bill to: main ATTN: ACCOUNTS PAYABLE PO BOX 619085 MIAMI, FL 33261  
 Ship to: 52 CITY OF NORTH MIAMI 12400 NE 8 AVE NORTH MIAMI, FL 33161  
 Ship-via:  
 Instructs:

**Total: 3,200.00**

**Requisition Approval History**

No action taken on this requisition yet.

**FOR CDBG – REHAB AGREEMENT CHECKLIST**

Page 1 - Enter current month, day, and year	mm	
Page 1 – Enter Property Owner's Name	mm	
Page 1 - Enter contractor's company name (Use information from sunbiz.org)	mm	
Page 1 - Enter contractor's principle address (Use information from sunbiz.org)	mm	
Page 1 - Enter property legal description (Use information on warranty deed)	mm	
Page 1 - Enter amount of contract (See BID specs)	mm	
Page 1 - Again Enter Amount of Contract (See Bid Specs)	mm	
Page 1- Enter Property Owners Name in Footer	mm	
Page 2 – Enter Contract Amount (See BID Specs)	mm	
Page 3 - Enter Contract Amount (See BID specs)	mm	
Page 3 - Again, Enter Amount of Contract (See BID specs)	mm	
Page 8 - Enter Contractor's Company Name and Principle Address (See sunbiz.org)	mm	
Page 8 - Enter Property Owner's Name and Address (See Deed)	mm	
Page 9 – Enter Property Owner's Name Under Signature Line	mm	
Page 10 – Copy and Paste Scope of Services from Marie's M Drive Folder	mm	

- Along with Agreement
- ✓ EPLS
  - ✓ Warranty Deed
  - ✓ Sunbiz for Contractor
  - ✓ Property Search
  - Internal Work Order Form

*9:00am Appointment  
to sign agreement*

*[Signature]*  
Housing Admin Specialist      Date 7/19/12

*[Signature]*  
Housing Manager      Date 7/19/12

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

## Search Results for Parties Excluded by

Firm, Entity, or Vessel : METRO CONTRACTORS INC

As of 25-Jul-2012 4:26 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

COSTA TITLE, LLC  
2929 E. COMMERCIAL BLVD  
SUITE PH-AB  
FT. LAUDERDALE, FL 33308

CFN 20070385830  
OR Bk 25542 Pg 0329 (1pg)  
RECORDED 06/17/2007 13:40:55  
DEED DOC TAG 0.00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

This Document Prepared By and Return to:  
The Document Prepared By and Return to:  
Ethel Kaye  
Elite Land Title, Inc.  
9010 SW 137 Ave., Ste 230  
Miami, FL 33186  
(305) 752-4999

Parcel ID Number: 0621260021400

### Quitclaim Deed

This Quitclaim Deed, Made this 27th day of July, 2006 A.D., Between  
Merline Aluc a/k/a/ Merline Dorismond and Antoine Dorismond, a  
married couple, and Marie Mercile Aluc, a married woman  
of the County of Miami-Dade, State of Florida, grantor, and  
Merline Aluc a/k/a Merline Dorismond and Antoine Dorismond, a married  
couple  
whose address is: 12820 NW 12th Avenue, Miami, FL 33168

of the County of Miami-Dade, State of Florida, grantee.  
Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and quitclaimed to the said GRANTEE and GRANTEES heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Miami-Dade, State of Florida to wit:

Lot 20, Block 8, of BREEZY HEIGHTS FIRST ADDITION, according to the  
Plat thereof, as recorded in Plat Book 50, at Page 43, of the Public  
Records of Miami-Dade County, Florida.

The property herein conveyed DOES NOT constitute the HOMESTEAD  
property of Marie Mercile Aluc, Grantor. The Grantor's HOMESTEAD  
address is 18831 NE 3rd Court, Unit No. 508, Miami, FL 33179.

The preparer of this instrument was neither furnished with, nor  
requested to review, an abstract on the described property and  
therefore expresses no opinion as to condition of title.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise  
appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for  
the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set thier hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

*Handwritten Signature*  
Printed Name: MADEGE BROWN  
Witness as to All

*Handwritten Signature* (Seal)  
Merline Aluc a/k/a  
Merline Dorismond  
P.O. Address: 12820 NW 12th Avenue  
Miami, FL 33168

*Handwritten Signature*  
Printed Name: FRANKLYN DESROSIER  
Witness as to All

*Handwritten Signature* (Seal)  
Antoine Dorismond  
P.O. Address: 12820 NW 12th Avenue  
Miami, FL 33168

MARIE MERCILO ALUC (Seal)  
Marie Mercile Aluc  
P.O. Address: 18831 NE 3rd Court, Unit No. 508  
Miami, FL 33179

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 27th day of July, 2006 by  
Merline Aluc a/k/a Merline Dorismond and Antoine Dorismond, a married  
couple, and Marie Mercile Aluc, a married woman  
who is personally known to me or who has produced their Florida driver's license as identification.

*Handwritten Signature*  
07/27/07

Printed Name: GAINY APOLLON  
Notary Public  
My Commission Expires: DEC. 13, 2009  
Notary Public STATE OF FLORIDA  
Commission # DD433674  
Expires: DEC. 13, 2009  
Notary Seal Atlantic Bonding Co., Ltd.

DORISMOND



STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that the foregoing is a true and correct copy of the  
original on file in this office. Oct 27 AD 20 10  
HARVEY RUVIN, CLERK, of Circuit and County Courts  
Deputy Clerk *Handwritten Signature*

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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No Events

No Name History

## Detail by Entity Name

### Florida Profit Corporation

METRO CONTRACTORS INC.

### Filing Information

Document Number P05000116343  
 FEI/EIN Number 203347755  
 Date Filed 08/22/2005  
 State FL  
 Status ACTIVE  
 Effective Date 08/22/2005

### Principal Address

3836 NW 125 ST.  
 OPA LOCKA FL 33054

Changed 11/16/2007

### Mailing Address

3836 NW 125 ST.  
 OPA LOCKA FL 33054

Changed 11/16/2007

### Registered Agent Name & Address

FERNANDEZ, AMAT  
 8435 NW 169 TERRACE  
 MIAMI LAKES FL 33016 US

### Officer/Director Detail

#### Name & Address

Title P

FERNANDEZ, AMAT  
 8435 NW 169 TERRACE  
 MIAMI LAKES FL 33016

Title VP

FERNANDEZ, MERCEDES  
 8435 NW 169 TERRACE  
 MIAMI LAKES FL 33016

### Annual Reports

Report Year	Filed Date
2010	02/22/2010

2011 04/27/2011  
2012 01/12/2012

**Document Images**

- 01/12/2012 -- ANNUAL REPORT [View image in PDF format](#)
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- 04/02/2009 -- ANNUAL REPORT [View image in PDF format](#)
- 08/26/2008 -- ANNUAL REPORT [View image in PDF format](#)
- 07/11/2007 -- ANNUAL REPORT [View image in PDF format](#)
- 01/05/2006 -- ANNUAL REPORT [View image in PDF format](#)
- 08/22/2005 -- Domestic Profit [View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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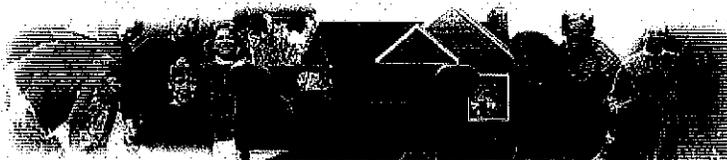
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**No Events**   **No Name History**

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State of Florida, Department of State

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- Property Appraiser Tax Comparison
- Portability S.O.H. Calculator

Summary Details:

Folio No.:	06-2126-002-1400
Property:	12820 NW 12 AVE
Mailing Address:	MERLINE ALUC & ANTOINE DORISMOND 12820 NW 12 AVE MIAMI FL 33168-8561

Property Information:

Primary Zone:	0400 SINGLE FAMILY RESIDENCE
CLUC:	0001 RESIDENTIAL - SINGLE FAMILY
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	799
Lot Size:	7,375 SQ FT
Year Built:	1950
Legal Description:	BREEZY HEIGHTS 1ST ADDN PB 50-43 LOT 20 BLK 8 LOT SIZE 62.500 X 118 OR 17294-3206 0796 1 COC 25542-0329 07 2006 5

Assessment Information:

Year:	2011	2010
Land Value:	\$15,006	\$22,209
Building Value:	\$42,760	\$42,776
Market Value:	\$57,766	\$64,985
Assessed Value:	\$57,315	\$56,468

Exemption Information:

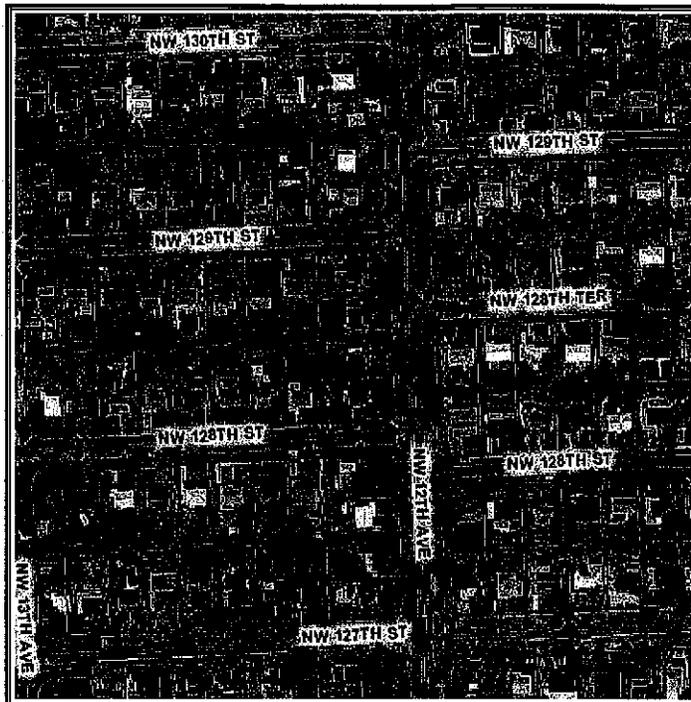
Year:	2011	2010
Homestead:	\$25,000	\$25,000
2nd Homestead:	YES	YES

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$32,315/ \$25,000	\$31,468/ \$25,000
County:	\$32,315/ \$25,000	\$31,468/ \$25,000
City:	\$32,315/ \$25,000	\$31,468/ \$25,000
School Board:	\$25,000/ \$32,315	\$25,000/ \$31,468

Sale Information:

Sale Date:	7/2006
Sale Amount:	\$0



Aerial Photography - 2009

0 — 112 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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Sale O/R:	25542-0329
Sales	Sales which are
Qualification	disqualified as a result of
Description:	examination of the deed
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Enterprise Zone
Zoning Land Use
Urban Development Boundary
Zoning
Non-Ad Valorem Assessments
Environmental Considerations