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EXHIBIT "C"
CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION AGREEMENT

THIS AGREEMENT is entered into this 11 day of, **June 2015**, by and between the following parties: **HATTIE LEE PALMER** (Owner), owners of the 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 **MCQ CONSTRUCTION SERVICES, INC.** (Contractor), having its principal business address at, 9600 NW 25th Street, Suite 4H, Doral, Florida 33178 (Parties), regarding the rehabilitation of real property legally described as:

Lot 1 and the North 27 feet of Lot 2, and the West 10 feet of North 72 feet of Lot 7, in Block 45, of **ALHAMBRA HEIGHTS SECTION 3**, according to the map or Plat thereof, as recorded in Plat Book 19, Page 72 of the Public Records of Miami-Dade County, Florida a/k/a 890 NW 129 Street, North Miami, Florida 33161 (subject property)

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development (HUD) has provided HOME Investment Partnership Program (HOME) to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

WHEREAS, the City of North Miami (City) has determined through its Consolidated Plan for HOME funds (Program), adopted by the Mayor and City Council in June, 2005, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (Project), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner proposes to finance the cost of the rehabilitation work provided for in this Agreement with funds made available to the Owner from the City of North Miami using HOME funds; and

WHEREAS, the Owner has accepted the Contractor's bid for the performance of such rehabilitation work and said rehabilitation work has been approved by the City and the Owner desires to engage the above contractor to perform such rehabilitation work in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the Owner and the Contractor do hereby mutually agree as follows:

ARTICLE 1 – Contract Documents

The Contract Documents which comprise this Rehabilitation Agreement consist of this Agreement, as executed on behalf of the Owner and the Contractor, and the following additional documents:

- **Exhibit "A"** – Rehabilitation Agreement Addendum

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- **Exhibit "B"** - Scope of Services
- **Exhibit "C-1"** - Federal Assurances and Requirements

ARTICLE 2 – Contract Price

Upon satisfactory completion of the Rehabilitation Work provided for in this Agreement, the Contractor shall be paid the amount of **$ 24,589.00** hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the Rehabilitation Work provided for in this Agreement. At no time will the Contract Price exceed the maximum allowable HOME rehabilitation funding made available to the owner.

ARTICLE 3 – Time of Performance

Contractor agrees to start work within ten (10) working days after receipt of a written Notice to Proceed. If Contractor fails to commence work within thirty (30) days of the date of the Owner's notification to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, all work listed in Exhibit B, Scope of Services within **90** days after the Notice to Proceed is given, subject to extensions approved by the Owner and the City
The contractor agrees that time is of the essence of this Agreement and extensions shall be limited to unforeseeable circumstances. In the event Contract fails to complete work within the agreed upon time period and fails to provide evidence of good cause for such delay, Contractor may be held in default under the terms of this Agreement.

ARTICLE 4 – Scope of Work

Contractor acknowledges that it has prepared the Contractor's bid proposal and that such proposal is accurate and consistent as to the name of the Contractor, scope of work that the Contractor will undertake, and price. Contractor shall furnish all necessary materials, equipment, tools, labor, and supervision necessary to perform in a competent and workmanlike manner, all of the rehabilitation work provided for in this Agreement relating to the described property.

ARTICLE 5 – Change Orders

Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Contract Documents shall be made unless in writing and mutually agreed to by both parties and written authorization from the City of North Miami.

ARTICLE 6 – Notice to Proceed

Contractor shall not commence the rehabilitation work provided for in this Contract until the City has issued a Notice to Proceed to the Contractor.

ARTICLE 7 – Permits and Codes

The Contractor shall secure and pay for all necessary permits and licenses required in connection with the performance of the rehabilitation work provided for in this Contract, and shall perform such work in full compliance with all applicable codes, ordinances of the City, Miami-Dade County and the State of Florida including local building and housing codes.

ARTICLE 8 – Insurance

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The Contractor shall maintain in force, between the time that the Contractor commences the rehabilitation work provided for in this Agreement and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than $100,000/$300,000 in the event of bodily injury, including death, and $100,000 in the event of property damage arising out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Contractor shall provide evidence to the Owner and Agency of such insurance prior to commencement of work. Failure to provide adequate evidence of insurance or failure to maintain the insurance required shall be grounds for termination of this Agreement.

ARTICLE 9 – Subcontractors

Contractor shall be responsible to the Owner for the acts and omissions of all of his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Agreement for the Contractor.

ARTICLE 10 – Condition of Premises

Contractor shall keep the premises clean and orderly during the course of the rehabilitation work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the premises and leave the premises in a neat condition.

ARTICLE 11 – Contract Changes

No modifications to this Agreement shall be made after its execution except by written instrument signed by the Contractor, accepted by the Owner and authorized by the City of North Miami.

ARTICLE 12 – Inspection

During the performance of the rehabilitation work, the Contractor and Owner shall permit the City of North Miami to inspection the rehabilitation work as necessary to assure that the rehabilitation work is being performed in accordance with the terms of this Agreement. In the event the Owner 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 any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law.

ARTICLE 13 – Liens

Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered notarized waivers or releases of lien for all work completed arising out of Contractor's performance or a notarized receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

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ARTICLE 14 – Indemnification

The Contractor shall indemnify and hold harmless the Owner, the City, its officials and employees, and the Owner shall indemnify and hold harmless the City, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connections with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

ARTICLE 15 – Assignment of Agreement

Contractor shall not sublease, transfer or assign any interest in this Agreement without the prior written consent of the Owner and the prior written approval of the City.

ARTICLE 16 – Default

In the event of a default, Owner shall be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce Owner's right and remedies against Contractor. Owner 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.

A default shall include but not be limited to the following acts or events of 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 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 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.

f. The breach of any term or condition of this Agreement.

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ARTICLE 17 – Governing Law and Venue

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

ARTICLE 18 – Interest of Federal, State, and Local Officials

None of the following shall have any interest or benefit, direct or indirect, in this Agreement:

A. Any officer or employee of the City of North Miami who exercises any function or responsibility in connection with the administration of the HOME Program.
B. Any member of or delegate to the Congress of the United States.
C. Any elected State or City Officials.

ARTICLE 19 - Notices

All notices, demands, correspondence and communications between the Parties shall be deemed sufficient 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:	MCQ Construction Services, Inc. Pablo Gonzalez (Registered Agent) 9600 NW 25th Street, Suite 4H Doral, Florida 33172
If to Contractor:	MCQ Construction Services, Inc. Pablo Gonzalez (Registered Agent) 10773 NW 58th Street, #510 Doral, Florida 33178
If to Owner:	Hattie Lee Palmer 890 NW 129 Street North Miami, FL 33168

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

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ARTICLE 20 – Severability

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.

ARTICLE 21. Disclaimer

The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that the City is not party to this Contract; have no interest in this Contract; and are acting solely as a conduit through which federal funds are made available to private individuals for rehabilitation of the Owner's property; and that the City is not responsible on behalf of either the Owner or Contractor for any actions, causes of action, suits, dues, sum of money, accounts, variances, damages and liabilities whatsoever both in law and in equity or which may result from the existing state of things which have existed between the Owner and Contractor.

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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

Hattie Lee Palmer

Hattie Lee Palmer, Owner

CONTRACTOR:

Witness

By:

Date: 6/11/15

APPROVED:

DocuSigned by:
Tanya Wilson-Seyour
1BED25791E0F46A...

Director
Community Planning & Development Department

6/18/2015
Date

ATTEST:

DocuSigned by:
2C7010872EE8414...

City Clerk

7/8/2015
Date

CITY OF NORTH MIAMI

By: DocuSigned by:
Aleem A. Ghany
AD8C42C3AFAE44B...

City Manager

7/8/2015
Date

APPROVED AS TO FORM:

DocuSigned by:
Regine Monestime
9787BB01BC7F413...

City Attorney

6/18/2015
Date

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Exhibit A

HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION AGREEMENT ADDENDUM

This is an addendum, referred to as the "Rehabilitation Agreement Addendum" is hereby entered into on June_____, 2015 between **HATTIE LEE PALMER**, referred to as the "Owner" the **CITY OF NORTH MIAMI**, a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161, referred to as the "City" and **MCQ CONSTRUCTION SERVICE, INC**, the referred to as the "Contractor" to perform rehabilitation construction work at the property located at **9600 NW 25th Street, Suite 4H, Doral, FL 33172**, referred to as the "Project"; and this Addendum is mutually acknowledged by and between the parties to the Rehabilitation Agreement to be an integral part of the terms conditions and understanding contained in the Rehabilitation Agreement and all addenda enumerated in, referenced in, or affixed to the Rehabilitation Agreement, referred to as the "Contract Documents", as may be amended from time to time by written Modifications or Change Orders to the Rehabilitation Agreement.

In consideration of the Federal financial assistance being made available in connection with this Addendum and the Agreement for the Rehabilitation work being performed at this Project, the Owner and the Contractor mutually acknowledge, understand and agree to comply with all applicable Building Codes of the State of Florida and the City of North Miami as well as the Federal Government for residential construction work of this type, which shall include, but not be limited to: the Florida Building Code, Miami-Dade Edition; the State of Florida Model Energy Efficiency Code; the Federal Government's Cost Effective Energy Conservation and Effectiveness Standards; and the Federal Government's Section 8 Existing Housing Quality Standards.

The Owner and the Contractor also acknowledge, understand and agree that in accepting the HOME Rehabilitation Housing Program loan from the City of North Miami being made to the Owner in connection with this Project, that the Owner has freely designated and has duly authorized the proper representatives of the City of North Miami to act on the behalf of the Owner as the Construction Manager for the Project, and to perform the duties and responsibilities within the limitation of its authority as further described below in this Addendum.

The Contractor in executing the Rehabilitation Agreement understands, agrees and accepts the decision of the Owner in its designation of the City of North Miami as its duly authorized representative, and further covenants, and agrees to fully cooperate with and abide by all recommendations, guidance, interpretations and instructions, or decisions of the Construction Manager as pertains to the administration of the Rehabilitation Agreement, not inconsistent with its responsibilities and limitations authority as specifically set forth below in this Addendum. To more fully understand the rights, responsibilities and duties of all the participants to the Rehabilitation Agreement, this Addendum provides for the following:

(a) Rehabilitation Agreement Participants. The following terms define the parties to the Rehabilitation Agreement, and those persons or entities designated in accord with the term and conditions of this Addendum and the Rehabilitation Agreement to be the authorized representatives of the parties to the Rehabilitation Agreement.

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(1) The term "Owner" as defined in the Rehabilitation Agreement shall mean the Property Owner or the Property Owner's authorized representatives which shall be the Construction Manager.

(2) The term "Contractor" shall mean the General Contractor or the General Contractor's authorized representative.

(3) The "Construction Manager" is the City of North Miami and its duly authorized representatives responsible for the administration of the Rehabilitation Housing Program, which shall include, but not be limited to the Community Planning & Development Manager, Housing Manager and Housing Services Administrative Specialists.

(b) Owner's Responsibilities. The Owner shall coordinate all matters related to the terms and conditions of the Rehabilitation Agreement through the Construction Manager.

The Owner shall attend the Preconstruction Conference, to be conducted by the Construction Manager at which time the Owner shall provide, and have the opportunity to offer questions, answers, requests, instructions, and approvals on all matters pertaining to the Rehabilitation Agreement Documents discussed or arising in connection with the Preconstruction Conference.

Upon completion of the Preconstruction Conference the Owner shall forward all further communications, requests, instructions and approvals pertaining to the work at the Project to the Contractor through the Construction Manager; except, that nothing contained herein shall prevent the Owner from providing the Contractor general information or furnish services and utilities under the control of the Owner that are reasonable and necessary for the prompt and orderly progress of the work.

The Owner shall in addition have the following rights and responsibilities in connection with the performance of the work at the Project, which shall include, but not be limited to the following:

(1) Notice of Commencement. Prior to commencement of any work contemplated by the Contract Documents and simultaneously with the execution of the loan agreement and mortgage, the Owner shall execute and deliver to the City a Notice of Commencement for recording in accord with the provisions of the Mechanic's Lien Law of Florida. The Owner shall authorize the City to cause said Notice of Commencement to be recorded in accord with the provisions of said law. The Owner shall forthwith cause a certified copy of said Notice of Commencement to be duly posted in accord with the provisions of said law immediately after the recording of said Notice of Commencement, and that under no circumstances shall the Owner allow construction to commence at the Project until after the Notice of Commencement is recorded and posted. Furthermore, the Owner shall designate the Construction Manager by

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name and address, in such Notice of Commencement upon whom notices or other documents may be served under the Florida Mechanic's Lien Law, including the Notice to Owner as provided in Section 713.13 (1) (b) of Florida Statutes, and upon whom service shall constitute service upon the Owner.

(2) Utilities. The Owner shall provide the Contractor all reasonable use of utilities such as water and power, except that the Contractor shall be responsible for the hauling of excessive trash and debris resulting from the work performed by the Contractor.

(3) Survey and Plans. The Owner shall furnish at its expense any additional surveys and as-built plans, if any, for the existing structures located at the Project arising in connection with the work.

(4) Access to Site. The Owner shall provide the Contractor continuous access to the site at reasonable times during the work week, which shall be 8:00 A.M. to 5:00 P.M., Mondays through Fridays, except for recognized City Holidays and excluding Saturdays and Sundays.

(5) Acceptance of and Payment for Work. The Owner shall review with the Construction Manager all payment applications for partial and final completion of work and shall approve all said payment applications on the recommendations of the Construction Manager, with said approvals representing the Owner's acceptance of the work. Payment, whether for partial or final completion of work, shall be in the form of a check issued by the City of North Miami. All partial payments will be in an amount holding back ten percent (10%) of the value of approved partial work, said retention to be added back and disbursed at the time of final payment.

(6) Prohibition on Hindrance of Work. The Owner, nor any member of its family, tenants, agents or employees, shall not in any manner hinder the Contractor or its subcontractor, or their agents and employees from the execution and performance of the work, nor commit any abusive or threatening conduct with respect thereto; provided, that nothing contained herein shall limit or prevent the Owner from exercising its rights and privileges as further described in this Addendum and the Rehabilitation Agreement to obtain the full and proper performance of the work in accord with the Contract Documents, nor from exercising all rights and remedies with respect thereto when prosecuted in accord with the methods and procedures otherwise described in this Addendum and the Rehabilitation Agreement.

(7) Right to Stop the Work. If the Contractor fails to correct defective work as determined by the Construction Manager or persistently fails to carry out the work in accord with the Contract Documents, the Construction Manager, by a written order, may order the Contractor to stop the work, or any portion thereof, immediately upon receipt of the notice, until the cause for such written order has been eliminated.

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(8) Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the work in accord with the Rehabilitation Agreement Documents, and fails within three (3) working days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Construction Manager may, after five (5) calendar days following receipt by the Contractor of an additional written notice, and without prejudice to any other remedy the Owner may have, make a good such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the additional costs incurred by the Construction Manager, if any, made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference.

(9) Right to Terminate. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligation under the Rehabilitation Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the Construction Manager shall have the right to terminate the Rehabilitation Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In such event, all finished work determined by the Construction Manager to be acceptably installed and in place, shall be paid on the basis of the total item price or percentage of work completed as stipulated in the Contract Documents, less payments previously made and less any and all payments withheld from the Contractor for the purpose of set-off necessary to obtain another contractor to complete the remaining work at the Project. Regardless of the above, no such payment shall be made until such time as the exact amount due, if any, to the Contractor is determined by the Construction Manager after having obtained another contractor to complete the work at the Project.

Notwithstanding the above, the Contractor shall not be relieved of any additional liability to the Owner for damages sustained by the Owner by virtue of any breach of the Rehabilitation Agreement by the Contractor, and the Owner may withhold any payments due to the Contractor for the purposes of set-off until such time as the exact amount of damages due to the Owner from the Contractor is determined.

The Rehabilitation Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes shall include, but are not restricted to: acts of God, acts of public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather.

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In every case, the failure of perform must be beyond the control and without the fault or negligence of the Contractor.

(10) Responsibility to Complete the Work. In the event that the Rehabilitation Agreement is terminated, the Owner acknowledges and understands that the Owner shall not be relieved of its obligations to complete the work remaining at the Project in full accord with the terms and conditions of this Addendum and the Contract Documents as well as approved and otherwise required Change Orders, in effect at the time of said termination. In such case, the Owner shall work with the Construction Manager to secure a replacement contractor in accord with the policies and guidelines of the Rehab Program, and shall execute all documents, including amendments to the original Mortgage and Note, if additional financing not inconsistent with the maximum available loan that can be made in accord with this Agreement, is necessary for the prompt completion of work being done in connection with the Project. Any additional costs necessary for the completion of the work at the Project, where further financing under the Rehabilitation Program cannot be extended in accord with this Addendum, shall be borne by the Owner.

(c) Construction Manager's Responsibilities. The Construction Manager shall administer on behalf of the Owner the terms and conditions of the Rehabilitation Agreement. The Construction Manager shall be the representative of the Owner during construction and until final payment to the Contractor is made and the elapse of one year has occurred from the date of the Certificate of Completion on the Project. The Construction Manager shall advise and consult with the Owner throughout the time of performance for the completion of the work specified in the Rehabilitation Agreement. All instructions from the Owner to the Contractor shall be forwarded through the Construction Manager. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Addendum and the Rehabilitation Agreements, unless otherwise modified in writing, which shall include the following:

(1) Preconstruction Conference. The Construction Manager shall conduct a Preconstruction Conference, to be attended by the Owner and the Contractor, said preconstruction conference to be held within five (5) working days after full execution of the Rehabilitation Agreement. The Construction Manager shall review with the parties to the Rehabilitation Agreement, the terms, conditions and requirements of the Contract Documents. The Construction Manager shall, upon conclusion of the Preconstruction Conference, issue a "Notice to Proceed" to be made effective no later than ten (10) working days from the date of the Preconstruction Conference; providing, that a "Notice to Proceed" shall not be issued or made effective until the Construction Manager is provided proper evidence of the Contractor's license(s), waiver of lien and insurance, unless otherwise provided in the Contract Documents. Work shall commence within 10 days of issuance of the Notice to Proceed. The Construction Manager shall also receive from the Contractor for the work at the Project as well as other programmatic information reasonably required by the Construction Manager

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under the policies and guidelines of the Rehabilitation Program concerning the Contractors' subcontractors, work force needs and local business utilization plans.

(2) Work Scheduling. The Construction Manager shall obtain from the Contractor prior to the commencement of work, a schedule of the work and approximate timeframes for the performance of all work by contractors and subcontractors participating on the Project, as may be amended or supplemented from time to time, so that the Construction Manager shall continuously be informed on the "Project Construction Schedule" to enable the Construction Manager to properly plan and perform the inspections and responsibilities of the Construction Manager.

(3) Work Force. The Construction Manager shall be provided the full cooperation and courtesy of the work force employed or performing work in connection with the Project by the Contractor or its subcontractors. Any person or entity employed on the work by the Contractor or its subcontractors who fails, refuses or neglects to obey the instructions of the Construction Manager, conveyed or transmitted through the Contractor, in any matter related to the work, or who otherwise appears to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of the Construction Manager be at once discharged or removed and not again employed in the performance of any part of the work at the Project by the Contractor.

(4) Site Inspections. The Construction Manager shall visit the site at intervals appropriate to the stage of progress on the rehabilitation construction work to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformance with the Contract Documents. However, the Construction Manager shall not be required to make exhaustive or continuous on-site inspections to check the quality or progress of the work. On the basis of these on-site observations, the Construction Manager shall keep the Owner informed on the progress of the work.

(5) Quality Control. The Construction Manager shall oversee quality control in the charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and program performance in connection with the work at the Project, but the Construction Manager shall not be responsible for the Contractor's failure to carry out the work in accord with the Contract Documents.

(6) Work Conformance. The Construction Manager shall determine in general that the work of the Contractor is being performed in accord with the Contract Documents, and shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.

(7) Work Rejection. The Construction Manager shall have authority to reject the work of the Contractor which does not conform to the Contract Documents, and to require special inspection or testing if determined necessary by the Construction Manager.

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(8) Change Order Processing and Approvals. Any changes in the Rehabilitation Agreement for unforeseen work or conditions at the time of execution of the Rehabilitation Agreement related to quantities of labor, materials, and equipment, especially for changes affecting cost or time of performance, shall be covered by a written Change Order. The Change Order shall be signed by both the Owner and the Contractor, only upon the recommendation of the Construction Manager, which said fully executed Change Order shall then constitute an addendum or modification to the original Rehabilitation Agreement.

Any such changes shall be made only when and where determined necessary and desirable in the opinion of the Construction Manager. Where approved Change Orders diminish the cost of the work specified in the Rehabilitation Agreement, such changes or alterations shall not constitute a claim for damages or anticipated profits. In determining the cost of items deleted or added that diminish or increase the scope of work specified in the Contract Documents, the parties to the Rehabilitation Agreement shall use those prices already stipulated therein or otherwise consistent with the intent and reasonably inferable from the Contract Documents; and if not set forth therein or otherwise reasonably inferable thereto, fair prices shall be determined by mutual agreement between the parties to the Rehabilitation Agreement, upon the recommendation of and approval by the Construction Manager.

(9) Payment Processing and Approvals. The Construction Manager shall review all payment applications submitted by the Contractor, whether a partial or final payment request, and shall then make recommendations to the Owner on the approval and issuance of payment. The Construction Manager shall conduct inspections to determine the dates of partial completion and final completion of work, and shall receive and forward to the Owner for its review, written warranties, manufacturer warranties, release of liens and related documents required of the Contractor in accord with this Addendum and the Rehabilitation Agreement. Based on the observations and evaluations of the Construction Manager, including the determinations of the local Building Officials, the Construction Manager shall determine the amount due to the Contractor on its payment application and shall process a payment request for the work at the Project found acceptably installed and in place. The Construction Manager shall process a final payment request upon performing its final inspection and its determination that the Contractor has fully complied with the requirements of the Contract Documents. In conjunction with this determination, the Construction Manager shall process the final payment request and issue the Certificate of Completion for the Project.

In the event that the Construction Manager shall in performing its final inspection determine that work, or a portion of work, does not meet the requirements of the Contract Documents, then, in such a case, the Construction Manager shall issue a "Punch List" to the Contractor enumerating the work items found to be unacceptable or deficient, and shall withhold approval of the final payment request, or on portions thereto, until all work so questioned is found acceptable by

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the Construction Manager. Upon said determination, the Construction Manager shall process the final payment request and issue the Certificate of Completion for the Project.

(10) Questions and Interpretations. The Construction Manager shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor. The Construction Manager shall render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accord with agreed upon time limits. Either party to the Rehabilitation Agreement may make written request to the Construction Manager for such interpretations.

All such claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Construction Manager for decision. Upon receipt of the written request and review of the progress of the work, the Construction Manager shall render a decision in writing within the agreed upon time limits. All interpretations and decisions of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form. The decision of the Construction Manager in matters relating to the execution or progress of work, including the artistic effect of the work, shall be final if consistent with the intent of the Contract Documents. In this capacity as interpreter and judge, the Construction Manager shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

(11) Grievance Procedure. Disputes between the Owner and Contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the following grievance shall apply

A. The Owner should initially inform the Contractor and Construction Manager of the grievance.
B. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Community Planning and Development Department.
C. The Director or his/her designee, will meet with both the Contractor and the Owner in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.
D. A formal written notification of the resolution will be issued, via certified mail, to both Owner and Contractor.
E. Resolution Options shall include:
    - Outline a corrective action plain to include a deadline to cure; or
    - The City as a resolution of the grievance, may release fnds to the Contractor for items on the work write-up which are completed and undisputed; or

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- The entire contract amount may be released to the Contractor as determined by the Director; or
- The Director may also opt to terminate the agreement between Owner and Contractor, release funds to the Contractor for items on the work write-up which are completed and undisputed and award the remainder of the work to the next lowest responsible bidder according to the bid tab sheet.
- The City will keep documents and records of the grievance procedure.

(12) Limitations. The duties, responsibilities and limitations to the authority of the Construction Manager as the Owner's representative during the performance of the rehabilitation construction work at the Project, as set forth in this Addendum and the Rehabilitation Agreement, shall not be modified or extended after the execution of the Rehabilitation without the written consent of both the Owner and the Contractor, which consent shall not be unreasonably withheld, if recommended and approved by the Construction Manager.

(d) Contractor's Responsibilities. The Contractor shall supervise, direct and otherwise be solely responsible for the rehabilitation construction work being performed at the Project. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work, except as otherwise provided in this Addendum and the Rehabilitation Agreement.

The Contractor shall attend the Preconstruction Conference to be conducted by the Construction Manager, as further described in this Addendum and the Rehabilitation Agreement, and upon completion of the Preconstruction Conference, the Contractor shall forward all instructions, communications and requests pertaining to the work at the Project to the Owner through the Construction Manager.

The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, its subcontractors and their employees, and any other persons, agents or firms performing any of the work or furnishing any supplies and materials at the Project under a contract, subcontract or any other agreement with the Contractor or its subcontractors. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and its subcontractors and their employees, and shall not employ on the work any unfit person or entity, or anyone not skilled in their assigned task. None but skilled foremen and workmen shall be employed on any portion of the work requiring special qualifications.

The Contractor shall not be relieved from its obligations to perform the work in accord with the Contract Documents either by the activities or duties of the Construction Manager in its administration of the Rehabilitation Agreement, or by inspections, tests or approvals required or performed in connection with the work by persons other than the Contractor.

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The Contractor shall be responsible for all other terms and conditions pertaining to the Contractor in accord with this Addendum and the Rehabilitation Agreement, which shall include, but not be limited to the following:

(1) Correlation of Work. At the time of execution of the Rehabilitation Agreement the Contractor shall carefully study and compare the Contract Documents to its examination and verification of site conditions, and shall no later than at the time of the Preconstruction Conference report to the Construction Manager any error, inconsistency or omission that it discovers, which shall require the interpretation by the Construction Manager and may require the issuance of a Change Order. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents; provided, that the Contractor promptly reports its findings to the Construction Manager, who shall be responsible for making the final determination. The Contractor shall perform no portion of the work at any time not identified in the Contract Documents or where required, by approved shop drawings, product data or samples for such portion of the work. No portion of the work requiring submission of a shop drawing, product data or sample shall be submitted to a local Building Official until the submittal has been reviewed and approved by the Construction Manager for consistency with the Contract Documents. All such portions of the work so performed shall be in accord with approved submittals.

(2) Royalties and Patents. The Contractor shall pay all royalties and license fees, shall define all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof. If the Contractor has reason to believe that the design process or product selected in connection with the work is an infringement of a patent, the Contractor shall promptly so inform the Construction Manager and await its determination before proceeding with the execution of the design process or the ordering and installation of the product.

(3) Insurance. The Contractor shall maintain full Worker's Compensation and Employer's Liability Insurance coverage in the minimum amount as set forth in this Addendum for all workers contributing to the execution of the rehabilitation construction work at the Project. Furthermore, the Contractor shall maintain Public Liability Insurance and Property Damage Insurance coverage in the maximum obtainable amount as set forth in this Addendum. The Contractor shall furnish the Construction Manager with satisfactory proof of such insurance before the commencement of work at the Project. The Contractor shall carry said insurance in force during the time of performance for the work provided in connection with the Rehabilitation Agreement or until said work is fully completed, whichever is the longest period. The minimum amount of said insurance coverage shall be as follows:

A. Worker's Compensation and Employer's Liability Insurance. With a minimum limit for Worker's Compensation as established pursuant to Florida Statutes, and with a minimum limit of $500,000 for Employer's Liability.

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The Contractor shall provide proof of such insurance before the commencement of the work and should notify its insurance carrier to provide the Owner and the City of North Miami a 30 day written notice by the carrier of any cancellation of the policy.

B. Owner and Contractor Protection Liability Insurance. With minimum limits combined single limit bodily injury/property damage $1,000,000 per occurrence. The Contractor shall provide a certificate of insurance for the said insurance before the commencement of work, which must contain the following.

- ✓ The name of insurance carrier(s);
- ✓ The effective date and expiration dates of policies;
- ✓ The interests of the Owner and the City of North Miami as additional named insured and specifying the address of the Project;
- ✓ A provision for a 30-day written notice by the carrier of any cancellation or material change in any policy.

C. Subcontractor Insurance. Is recommended to the Contractor. The Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage's that the Contractor may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the Contractor.

(4) Permits, Fees and Taxes. The Contractor shall secure and pay for all applicable building permits, and shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Rehabilitation Agreement and which are legally required at the time bids are received. The Contractor shall pay all sales, consumer, use and other similar taxes for the work done in connection with the Project by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

(5) Use of Site. The Contractor shall have access to the site to perform work in connection with the Project as further described in this Addendum and the Rehabilitation Agreement, and shall reasonably coordinate all of its operations with and secure approval from the Construction Manager before using any portion of the site. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

(6) Workmanship, Labor and Materials. The rehabilitation construction work performed at the Project shall be done in accord with the trades' standards as "Workmanlike Manner" or "Acceptable Standards or Workmanship.

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The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, excess utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, unless otherwise provided in the Contract Documents.

The materials used in connection with the rehabilitation construction work at the Project shall be new, in good condition and of the grade required by the Contract Documents unless otherwise agreed to in writing by the Owner and the Construction Manager, before their delivery to the Project. Materials delivered damaged in shipment or damaged due to any other cause prior to installation and acceptance shall be replaced at the expense of the Contractor. Where selection of materials by the Owner is required, the Contractor shall not install or allow installation of any materials prior to the Owner selection and written consent, which shall be obtained through the Construction Manager.

(7) Fitting and Coordination of Work. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material men engaged under the Rehabilitation Agreement. The Contractor shall provide to each subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

The Contractor shall not damage or endanger any portion of the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with, the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor consent to cutting or otherwise alternating the work of the Contractor.

(8) Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its acts or neglect or due to the act or neglect of any subcontractor or anyone directly or indirectly employed by the Contractor or any of its subcontractors, or anyone for whose acts or neglect any of them be liable.

The Contractor shall not load or permit any part of any structure to be loaded with weights that will endanger the structure, nor shall it subject any part of the work to stresses or pressures that will endanger it.

The Contractor shall continuously maintain adequate safety precautions during construction to insure protection or workers and users of the Property. All hallways, stairs, and means of agree shall remain free of obstruction while work is in progress.

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(9) Repairs. The Contractor shall make repairs to all surfaces, equipment, and furniture damaged as a result of rehabilitation construction work performed by the Contractor at no additional cost to the Owner within a reasonable time after notification of same. Where repair is not feasible, the Contractor shall secure replacement items or the Owner's approved equal, at the Contractor's sole expense.

(10) Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the work, the Contractor shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials.

(11) Liquidated Damages and Excusable Delays. If the Contractor does not complete the work within the specified time, and it is determined by the Construction Manager that the incompletion was due to inexcusable delays; then, in such event, the Contractor shall be liable for liquidated damages. Said liquidated damages shall be assessed at a rate of $250.00 working day exceeding the time of performance completion for the Project specified in the Construction Rehabilitation Agreement. The Owner, upon the recommendation and approval of the Construction Manager, may at its sole discretion, waive any claims on the Contractor for liquidated damages even though actually incurred and due.

The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due to excusable delays, as determined by the Construction Manager, for unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes for excusable delays as determined by the Construction Manager, shall include, but are not restricted to: acts of God, acts of public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(12) Payment Applications and Waiver and Release of Liens. The Contractor shall submit all payment, applications, whether partial or final, to the Owner through the Construction Manager. The payment request shall be for an amount equal to the percentage of work completed, which is work fully installed and in place, less the amount of any previous approved payments not including withheld retention.

The payment application of the Contractor shall be reviewed and processed for payment by the Construction Manager and the Owner as further described in this Addendum and the Rehabilitation Agreement. At the time of submission of each payment application, whether partial or final, the Contractor shall provide its affidavit and release of lien for itself and all contractors and subcontractors performing work as well as material men and suppliers furnishing supplies, equipment and appliances in connection with that portion of the work being processed for payment. The Contractor shall also provide at the time of each payment application, the manufacturers warranties, brochures, instructions and

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related documents as well as, to the extent applicable, the written warranties of participating contractors and subcontractors for that portion of the work being processed in connection with the payment application.

(13) Warranty. The Contractor shall warrant and guarantee to the Owner that all materials and equipment furnished in accord with the Rehabilitation Agreement shall be new unless otherwise specified, and that all work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall provide a written warranty to the Owner in connection with its submission of its final payment application to the Construction Manager. The Warranty shall be on a form acceptable to the Construction Manager and shall be dated and made effective as of the date of the Certificate of Completion for the Project issued by the Construction Manager. The warranty shall be in effect for one year from said effective date and shall guarantee to the Owner that the rehabilitation/replacement construction work performed at the Project by the Contractor is of good quality, free from faults and defects and in conformance with the Contract Documents; and that in the event that faults or defects in the work shall arise, within one year of the effective date of the warranty, not otherwise determined by the Construction Manager to be normal wear and tear or abusive use by the Owner, that the Contractor shall furnish all necessary labor and material at its sole expense to promptly correct the faulty and defective work.

Additionally, the Contractor shall, to the extent applicable to the Rehabilitation Agreement, provide a separate written warranty from roofing subcontractors guaranteeing roofing work of **10 years** from final acceptance and completion of the work, and a separate written warranty from exterior painting subcontractors shall also be provided guaranteeing exterior painting work for **2 years** from final acceptance and completion of the work. Furthermore, the Contractor shall provide the Owner with all manufacturers' and suppliers', written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

(14) Indemnification. To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold harmless the Owner and the City of North Miami, and their officers, employees and agents, form and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities, of every kind, sort or description, including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly out of or resulting in connection with this Addendum and the Rehabilitation Agreement. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any

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applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of the Contractor or any of its subcontractors or any of the Contractor's agents or employees or its subcontractors, agents or employees during the performance of the work before the payments for work have become due under the Rehabilitation Agreement, the Owner, through and with the approval of the Construction Manager, may withhold such payments as long as it shall be deemed necessary for the indemnity of the Owner and the City of North Miami; provided, that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

(15) Termination of the Contract. The Contractor shall, if for cause, have the right to terminate the Rehabilitation Agreement only in the event that the Owner refuses access to the Project at reasonable times during the work week, defined in this Addendum as 8:00 AM to 5:00 PM Mondays through Fridays, except for recognized City Holidays and excluding Saturdays and Sundays; or commit any interference with the Contractor or its agents and employees, its subcontractors or their agents and employees in the performance of work; or otherwise commits abusive or threatening conduct toward the Contractor, its subcontractors or their respective agents and employees performing the work at the project under the direct or indirect control of the Contractor.

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Exhibit "B"

EXTERIOR

GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract. A copy of the warranty must be submitted to the Homeowner and the Community Planning & Development Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.**

01) SLOPED ROOF- ARCHITECTURAL SHINGLES — $ 7,280.00

Remove all existing roofing covering, underlayments, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications above. Homeowner will select colors from the manufacturer's standard colors. Upon completion of work, contractor shall furnish Housing Inspector the manufacturer's shingle warranty, product approval and contractor's warranty for ten years against leaks.

- Furnish and install new underlayment.
- Furnish and install a secondary water barrier (smooth surface peel and stick, roofing membrane).
- Finish and install new 3 inches galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.
- Install new dimensional TIMBERLINE PRESTIQUE 40 High Definition fungus resistant shingles mechanically fastened to deck. Valley shingles may be applied in an open or closed fashion only, not woven.

02) FLAT ROOF MODIFIED BITUMEN — $ 4,928.00

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per Roof-General Specifications and paint to match existing. Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with hot asphalt. Where required, install new 3 inches (minimum) galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide Homeowner with manufacturer's warranty and Contractor's five-year warranty against leaks. There can be no pooling water. Use tapered insulation and/or build up low areas, if required, to prevent any pooling water.

03) REPLACE ALL SOFFIT AND SOFFIT VENTS — $ 530.00

Remove damaged, deteriorated soffit; including replacing all soffit vents. Haul away all debris from property at once. Soffit and vents replacement shall be with matching size and material. Secure all soffit

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with non-corrosive nails. Minimum length of any soffit segment shall be 5 feet. Remove all attachments to soffit, as required, and reattached after soffit replacement.

- Paint new soffit to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid grade or better.

04) INSTALL NEW GUTTER & DOWNSPOUT **$ 840.00**

Install new 6" seamless metal gutter and downspout system (on the entire house). The Homeowner will select color from standard stock colors. Install new 24" concrete splash blocks at downspouts, discharging the water away from any foundation.

05) REPLACE EXTERIOR WINDOWS
WITH HURRICANE IMPACT SINGLE HUNG WINDOWS **$ 9,891.00**
LOCATIONS: ALL WINDOWS (15)

Remove and dispose of all lead affected windowsills as per EPA rules and regulations.

The Contractors will verify measurements/dimensions and total number of openings to receive new windows. Remove existing windows and install, in the same configuration as the existing windows, new single hung, hurricane -impact, aluminum replacement windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- Living room window configuration - XOX
- Install obscure glass in bathroom windows.
- In the bedrooms – enlarge the window opening, as required, to install a code approved egress window. The contractor shall provide all required engineering. Note: a horizontal sliding or casement window may satisfy the egress requirement.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace missing, cracked, damage, wood and tiled sills with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.

Remove the manufacturers' stickers and any residue on the glass after all final inspections.

06) INSTALL ACCORDION HURRICANE SHUTTERS **$ 1,120.00**
Locations: SLIDING GLASS DOOR

Install new aluminum accordion storm shutters. The shutters and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). The shutters shall to be permanently attached. Homeowner and / or Homeowner Association will select the color of the new shutters. Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters. Repair adjacent surfaces to match existing.

- All exposed anchoring screws shall be the same color as the frame or concealed.
- Relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.

07) LEAD BASE PAINT INSPECTION **$0.00**

Inspection conducted by AGC Environmental Consulting February 6, 2015. Cost is not considered in this agreement, however will apply to CDBG mortgage and Note recorded with Miami-Dade County Clerk of Courts.

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Exhibit "C-1"

FEDERAL ASSURANCES AND REQUIREMENTS

The Owner and Contractor agree to abide by all Federal laws, rules and regulations applicable to Federally-assisted residential construction work of this type, whether specifically cited verbatim in this Addendum or incorporated hereto by reference. The Owner and the Contractor also agree to assist and actively cooperate with the Federal Government and its designee in obtaining the compliance of contractors and subcontractors with all said Federal laws, rules and regulations. The Contractor specifically agrees to be bound by the Federal laws, rules and regulations specifically described below, and to incorporate, or cause to be incorporated, in all contracts and subcontracts related to this Addendum, whether verbatim or by reference, the Federal laws, rules and regulations applicable to contractors and subcontractors participating on Federally assisted residential construction projects of this type.

As specifically referred to throughout this Addendum, the use of and reference to the terms "Federal Government", "Secretary" or to the "Department of Housing and Urban Development (HUD)" shall mean the U.S. Department of Housing and Urban Development and it's authorized representatives. As used in or referred to in this Addendum, the term "designee" shall mean the City of North Miami in addition to any other authorized representative, agent or designee of the Federal Government.

(a) Ineligible Contractors. This addendum is subject to the requirements of the HUD Prohibition Against Use of Disbarred, Suspended or Ineligible Contractors described at 24 CFR Part 570, and the Contractor agrees not to award any contract or purchase order for rehabilitation construction work, other services, materials, equipment, or supplies, to be paid for, in whole or in part with the proceeds of the loan made in connection with this Agreement, to any contractor or subcontractor, whom the Contractor has been advised is debarred, suspended, ineligible or otherwise found unacceptable for participation in Federally-assisted contracts by the Secretary of Housing and Urban Development, or its designee.

The Contractor, prior to commencing work, shall submit an original notarized Certification of Eligibility of Prime Contractor form used in connection with the City's Rehab Program. The Contractor shall include the provision of this clause in every contract or subcontract entered into in connection with this work so that this provision shall be binding on all contractors and subcontractors. Furthermore, the Contractor shall require all such contractors and subcontractors to submit an original notarized Certificate of Eligibility of Subcontractor form prior to the commencement of work by any and all participating contractors or subcontractors.

By the insertion of the certification of eligibility clause in all contracts and subcontracts, the Contractor and all subcontractors' state that they are eligible for award of a Federally assisted or insured contract. The Construction Manager, on behalf of the Owner, shall verify that the Contractor is eligible prior to the award of the Rehabilitation Agreement, through its review of the current HUD List of Debarred, Suspended, or Ineligible

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Participants, and the General Services Administration's Consolidated List of Debarred, Suspended, and Ineligible Contractors.

In the case of the award of contracts or subcontracts by the Contractor to its subcontractors, for the work funded in connection with this Project under the Rehabilitation Agreement, the Contractor hereby acknowledges its responsibility to employ only eligible subcontractors who have certified to their eligibility to undertake Federally assisted work in written contracts or subcontracts containing the provision of this paragraph, as well as all other applicable Federal assurances and requirements.

Should any subcontractor be found ineligible after award of a contract or subcontract, the Contractor acknowledges that it must terminate the contract or subcontract, and the matter will be referred to the Federal Government for its action.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with the work so that this provision shall be binding on any and all participating contractors or subcontractors.

(b) Section 8 Existing Housing Quality Standards. This Addendum is subject to the HUD Section 8 Housing Quality Standards described at 24 CFR 882.109. As such, work performed in connection with this Addendum shall conform to the policies and guidelines for the Section 8 Housing Quality Standards for Existing Housing which for rehabilitation construction work of this type shall result, after rehab: in a structurally sound dwelling, providing adequate space, illumination, air quality, electricity, water supply, refuse disposal and security; with properly operating facilities for cooking, refrigeration and the maintenance of an adequate thermal environment; and properly operating sanitary facilities affording privacy to occupants as well as, where applicable, the removal of architectural barriers to the handicapped.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

(c) The Energy Policy and Conservation Act of 1975. This Addendum is subject to the requirements of the Energy Policy and Conservation Act of 1975, and HUD's Cost Effective Energy Conservation and Effectiveness Standards described at 24 CFR, Part 39 and issued pursuant to the Housing and Community Development Act of 1964, as amended in 1978 (42 U.S.C. 1452b.), requires that rehabilitation of residential properties under this program are subject to the Cost Effective Energy Conservation Standards; except that

(1) Thermal improvements of construction elements which would not be made assessable or become exposed during rehabilitation is not required, and

(2) Energy conservation improvements not practical when considering economic feasibility, program needs, and the materials and type of construction may be eliminated.

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As specifically related to this Addendum, the work performed in connection with this Addendum and the Rehabilitation Agreement shall conform to the standards and policies relating to energy efficiency, which are contained in The State Energy Conservation Plan issued in compliance with The Energy Policy and Conservation Act (P.L. 94-163).

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

(d) Prohibition Against Use of Lead Based Paint. This Agreement is subject to the requirements of the HUD Lead-Based Paint Regulations described at 24 CFR Part 35 and made effective January 1, 1972.

The HUD Lead-Based Paint Regulations prohibits the use of lead-based paint containing more than one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paint in all residential rehabilitation work for HUD-assisted or insured projects. The regulations require that any old lead-based paint remaining on walls and ceilings shall be removed or completely concealed with a suitable covering such as drywall, hardboard, plywood, etc., before these surfaces are redecorated. They apply to all exposed interior surfaces and to all portions of exterior elements and surfaces readily accessible to children, i.e., deck, stairs, porches, railings, doors, windows, etc. Concealed work such as structural steel is excluded.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

(e) "Section 3" Clause. This Addendum is subject to the requirements of Section 3 of The Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) and all applicable HUD rules and regulations issued pursuant thereto in 24 CFR Part 135, and any additional HUD rules and orders issued under it prior to the execution of this Addendum and the Rehabilitation Agreement. The Contractor shall comply with the following provision, and shall include the provisions of paragraphs (e), (1) and (2) in every contract and subcontract entered into in connection with this work so that they shall be binding upon any and all participating contractors and subcontractors.

(1) The work to be performed under this contract is on a project assigned under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban

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Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(3) The Contractor shall send to each labor organization or representative of workers with which he has a collective bargain agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor shall not subcontract with any subcontractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) The Contractor will certify that any vacant employment positions, including training positions , that are filled (1) after the contractor is selected or before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as re specified by 24 CFR Part 135.

(f) Equal Employment Opportunity Clause. This Addendum is subject to the requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12081, and the Contractor agrees that during the performance of the work at the Project, the Contractor shall comply with the provisions of the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as further described at 41 CFR Part 60.4, which is incorporated herein verbatim and made a specific part of this Addendum by reference.

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Copies of the aforementioned Standard Federal Equal Opportunity Construction Specifications are available, on behalf of the Owner, at the office of the Construction Manager. As contained therein, the current goals and timetables for minority and female participation for Miami-Dade County, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows: 1) Goals for Female Utilization. All Trades are 6.9%; and 2) Goals for Minority Utilization. All Trades are 15.5%.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

As specifically required under the provisions of Executive Order 11246, as amended by Executive Orders 11375 and 12086, pertaining to the provisions of the aforementioned Equal Opportunity Clause, during the performance of the work funded in connection with the Project, the Contractor agrees to comply with, and shall include the provisions of paragraphs (f) (1) through (7) in every contract or subcontract exceeding $10,000 so that its provision shall be binding upon any and all contractors or subcontractors receiving an award exceeding $10,000. However, for any contract or subcontract under $10,000, the Contractor shall only include the provisions of paragraphs (f) (1) and (2) in each such contract or subcontract so that at least these provisions shall be binding upon any and all contractors or subcontractors receiving an award under $10,000.

(1) The Contractor shall not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor shall include paragraph (f) and particularly the provisions of paragraphs (f) (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(g) Title VI of the Civil Rights Act of 1964. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with the work so that it shall be binding upon any and all participating contractors and subcontractors.

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto at 24 CFR Part 1, provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property or structure when used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, to abide by all Federal laws and regulations.

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(h) Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors:

Section 109 of The Housing and Community Development Act of 1974, and the regulations issued pursuant thereto at 24 CFR 570.601, provide that no person in the United States shall, on grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

(i) Section 504 of the Rehabilitation Act of 1973, as Amended. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified handicapped individual in the United States shall solely by reason of his or her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against, under any program or activity receiving Federal financial assistance.

(j) The Age Discrimination Act of 1975. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

The Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no otherwise qualified person shall solely by reason of his or her age be excluded from participation in, or denied the benefits of, programs or activities receiving Federal financial assistance.

(k) Interest of Certain Federal Officials. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Addendum or to any benefit arising from the same.

(l) Interest of Members, Officers, or Employees of Local Governing Body or Other Public Officials. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

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No member, officer, employee, designee, or agent of the City, no member of the governing body of the locality or localities which exercised any functions or responsibilities with respect to the subject matter of the Addendum during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Addendum.

(m) Prohibition Against Payments of Bonus or Commission. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

The assistance provided under this Addendum shall not be used in the payment of any bonus or commission for the purpose of obtaining City approval of the application for such assistance, or City approval of applications for additional assistance, or any other approval or concurrence of the City required under this Addendum, Title I of the Housing and Community Development Act of 1974, as amended, or Federal regulations with respect thereto; provided, however, that reasonable fees for bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

(n) Record Retention. Records shall be retained by the Contractor for three (3) years from the ending date in which this Rehabilitation Agreement in which the work funded in connection with the Project are paid in full or from the time all matters related to the Rehabilitation Agreement have been disposed of, whichever is later. However, records that are subject to financial or compliance findings shall be retained for a minimum of three (3) years in the manner prescribed above or until such findings have been resolved, whichever is later.

The Contractor shall include the provisions of this paragraph in every contract or subcontract entered into in connection with the work so that this provision shall be binding on any and all participating contractors or subcontractors.

(o) Governmental Access to Records. The Contractor shall at any time during normal business hours and as often as officials of the City of North Miami as well as, applicable Federal grantor agencies (including but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, or the Comptroller General of the United States, any of their duly authorized representatives) may deem necessary, make available any books, documents, papers, and records of the Contractor which are directly pertinent to this Addendum and the Rehabilitation Agreement, for the purpose of making audits, examinations, excerpts, and transcripts.

(p) 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

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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 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.

(q) Method of Payment - Program funds shall be disbursed to the Contractor as follows:

(1) All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the 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.

(1a)When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion **(submit only with final payment)**

Final payment shall be due and payable within **forty (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.

(2) Program funds shall be paid upon compliance by the contractor with the following:

A. Environment 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.)

B. 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).

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

D. 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.