CP&D – HOUSING CONTRACT INFORMATION

Title of Contract:	HOME Exhibit "C" Rehabilitation Agreement
Contract Case #:	C13-25
Awarded Vendor:	All Dade General
EDEN Vendor No.:	0002966
Address:	830 East 9th Place, Hialeah, Fl 33010
Company Contact Person:	Alberto Cruz
Phone No.	**Email Address:**
Contract Value:	$36,000.00
Homeowner Name:	Irma Milfort
Homeowner Address:	1330 NE 129 Street, North Miami, FL 33161

Attachments

- ✓ Home Exhibit "C" Rehabilitation Agreement
- ✓ Homeowner's Warranty Deed (for City Attorney's review)
- ✓ Property Search Record (for City Attorney's review)
- ✓ SunBiz Search – awarded Contractor
- ✓ Business License
- ✓ EPLS/DBPR Search – Awarded Contractor

Signed by
city Clerk on
1/28/15

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

THIS AGREEMENT is entered into this ____ day of, **December 2014**, by and between the following parties: **IRMA MILFORT** (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 **ALL DADE GENERAL.** (Contractor), having its principal business address at, 830 East 9th Place, Hialeah, Florida 33010 (Parties), regarding the rehabilitation of real property legally described as:

Lot 4, in Block 3, of KIRKPATRICK ADDITION, according to the Plat thereof, as recorded in Plat Book 49, Page 52, of the Public Records of Miami-Dade County, Florida a/k/a 1330 N.E. 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

- **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 **$36,000.00** 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

The Contractor shall maintain in force, between the time that 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.

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:	All Dade General Alberto Cruz (registered agent) 44 Palmetto Drive Miami Spring, Fl 33166
With a copy to:	All Dade General 830 East 9th Place Hialeah, Fl 33010
With a copy to:	All Dade General P.O. Box 660551 Miami Springs, Fl 33266
If to Owner:	Irma Milfort 1330 N.E. 129 Street North Miami, FL 33161

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.

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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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

Witness

Irma Milfort, Owner

Witness

CONTRACTOR:

By:

Date: 12-31-14

APPROVED:

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

Director
Community Planning & Development Dept.

ATTEST:

DocuSigned by:
2C7010872EE8414...

City Clerk

CITY OF NORTH MIAMI

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

City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Regine Monestime
9787B801BC7F413...

City Attorney