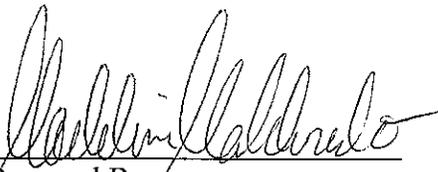
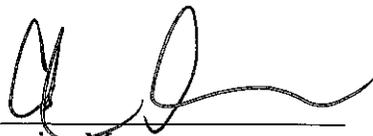


NSP - REHAB AGREEMENT CHECKLIST

Page 1 - Enter current month, day, and year	mm	
Page 1 - Enter contractor's company name (Use information from sunbiz.org)	mm	
Page 1 - Enter contractor's principle address (Use information from sunbiz.org)	mm	
* Page 1 - Enter property legal description (Use information on warranty deed)	mm	
Page 1 Enter property address	mm	
Page 2 - Enter amount of contract (See BID specs)	mm	
Page 9 - Enter Contractor's Company Name and Principle Address (See sunbiz.org)	mm	
Page 13 - Copy and Paste Scope of Services from Marie's M Drive Folder	mm	
SunBiz (active status)	mm	
Warranty Deed		
EPLS	mm	
Permit Application(s)		


Prepared By

7/10/12
Date


Housing Manager

7/19/12
Date

1255 NE 142 Street

**CITY OF NORTH MIAMI
NEIGHBORHOOD STABILIZATION PROGRAM**

REHABILITATION AGREEMENT

THIS AGREEMENT, is entered into this 16 day of July, 2012 by and between the following parties: the City of North Miami, a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, FL 33161 referred to as "City" or "Property Owner", and **LAW CONSTRUCTION GROUP, INC.**, referred to as the "General Contractor", having its principal place of business at 9803 SW 191 Street, Miami, Florida 33157 (Parties), regarding rehabilitation of the real property legally described as:

The east 54 Feet of Lot 18 and all of Lot 19, except the East 66 Feet thereof, in Block 1, of BISCAYNE HIGHLANDS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 46, Page 26, of the Public Records of Miami-Dade County, Florida a/k/a 1255 NE 142 Street, North Miami, FL 33161

WITNESSETH:

The City owns certain property located at 1255 NE 142 Street, North Miami, Florida, referred to as the "Property", which is in need of rehabilitation construction work to comply with certain building codes applicable to the City of North Miami Neighborhood Stabilization Program's Policies and Guidelines, referred to as the "NEIGHBORHOOD STABILIZATION PROGRAM";

The General Contractor is the person, firm or corporation, with whom this Rehabilitation Agreement is being made directly or through accredited representatives, and who is primarily liable for the acceptable performance of the construction related work provided for in this Rehabilitation Agreement as well as for the payment of all legal debts pertaining to the work; and the General Contractor is licensed by all necessary State, County and local entities to engage in the construction and contracting business.

The City of North Miami, referred to as the "City" or as the "Property Owner", is hereby authorized to assure that the the is work performed as specified in this Rehabilitation Agreement and completed in accord with the policies and guidelines of its Neighborhood Stabilization Program, the City's Green Residential Rehabilitation Standards, local Land Development Regulations and Federal and State laws..

In consideration of the mutual promises, covenants and agreements, and other good and valuable considerations, the receipt of which is acknowledged, the parties agree as follows:

GENERAL CONDITIONS:

1. Rehabilitation Agreement Documents: The Rehabilitation Agreement Documents consist of:
1. Rehabilitation Agreement
 2. Exhibit 1 – Scope of Work
 3. Work Items Specifications and Drawings, and all other Addenda affixed prior to, and all written Modifications and Change Orders issued after, execution of the Rehabilitation Agreement.

The Rehabilitation Agreement Documents also include all provisions of the City of North Miami Neighborhood Stabilization Program Policies and Guidelines and the City's Green Housing Rehabilitation Standards incorporated herein and made a part of this Agreement by reference.

2. Scope of Work: The General Contractor shall furnish all material and labor required including the payment of all required permits, fees and taxes in connection with the work identified in Exhibit 1, (Scope of Work), and formal, written and approved amendments thereto.
3. Compensation: The General Contractor shall be paid for the completion of the specified work to be performed in connection with the Project, the total sum of \$18,865.00 unless said compensation is otherwise amended by an approved Change Order. Compensation shall be paid by a City North Miami check drawn on a local lending institution, and said check shall be issued solely in the name of the General Contractor.
4. Time of Performance: The General Contractor shall complete the above-described work within eighty (80) working days from the effective date of the Notice to proceed to be provided at or in connection with the Pre-construction Conference. Work must commence within ten (10) days of issuance of the Notice to Proceed and must be steadily performed thereafter through to the completion of the contract.
5. Pre-construction Conference. The General Contractor agrees to attend the Pre-construction Conference conducted by the City prior to the commencement of work. The General Contractor shall provide at or prior to the Pre-construction Conference evidence of license(s), waiver of lien(s), insurance, and other information as may be required in connection with the Neighborhood Stabilization Program.
6. Right to Stop the Work. If the General Contractor fails to correct defective work as determined by the City or persistently fails to carry out the work in accord with the Rehabilitation Agreement Documents, the City, by a written order may order the General 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.
7. Right to Carry Out the Work. If the General 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 City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after five (5) calendar days following receipt by the General Contractor of an additional written notice, and without prejudice to any other remedy the City may have, make good such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the General Contractor the cost of correcting such deficiencies, including compensation for the additional costs incurred by the City, if any, made necessary by such default, neglect or failure. If the payments then or thereafter due the General Contractor are not sufficient to cover such amount, the General Contractor shall pay the difference to the City.
8. Site Inspections. The City 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 Rehabilitation Agreement Documents. However, the City shall not be required to make exhaustive or continuous on-site inspections to check the quality or progress of the work.
9. Quality Control. The City shall oversee quality control in the charge of construction means, methods, techniques, sequences or procedures, for safety precautions and program performance in connection with the work at the Project, but the City shall not be responsible for the General Contractor's failure to carry out the work in accord with the Rehabilitation Agreement Documents.
10. 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 issued by the City, 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 sole opinion of the City. 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 Rehabilitation Agreement 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 Rehabilitation Agreement 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 City.

11. Payment Processing and Approvals. The City shall review all payment applications submitted by the General Contractor, whether a partial or final payment request, and shall then make on the approval and issuance of payment. The City shall conduct inspections to determine the dates of partial completion and final completion of work. Based on the observations and evaluations of the City's Housing Inspector, the City shall determine the amount due to the General Contractor on its payment application and shall process a payment request for the work at the Project found acceptably installed and in place. The City shall process a final payment request upon performing its final inspection and its determination that the General Contractor has fully complied with the requirements of the Rehabilitation Agreement Documents. In conjunction with this determination, the City shall process the final payment request.

In the event that the City, in performing its final inspection determine that work, or a portion of work, does not meet the requirements of the Rehabilitation Agreement Documents, then, in such a case, the City shall issue a "Punch List" to the General 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 the City. Upon said determination, the City shall process the final payment request for the Project.

12. General Contractor's Responsibilities. The General Contractor shall supervise, direct and otherwise be solely responsible for the rehabilitation construction work being performed at the Project. The General 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 agreement.

The General Contractor shall attend the Pre-construction Conference to be conducted by the City, as further described in this agreement and upon completion of the Pre-construction Conference; the General Contractor shall forward all instructions, communications and requests pertaining to the work at the Project to the City.

The General Contractor shall be responsible to the City for the acts and omissions of the General 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 General Contractor or its subcontractors. The General Contractor shall at all times enforce strict discipline and good order among the General 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 General Contractor shall not be relieved from its obligations to perform the work in accord with the Rehabilitation Agreement Documents either by the activities or duties of the City 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 General Contractor.

The General Contractor shall be responsible for all other terms and conditions pertaining to the General Contractor in accordance with this 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 General Contractor shall carefully study and compare the Rehabilitation Agreement Documents to its examination and verification of site conditions, and shall no later than at the time of the Pre-construction Conference report to the City any error, inconsistency or omission that it discovers, which shall require the interpretation by the City and may require the issuance of a Change Order. The General Contractor shall not be liable to the City for any damage resulting from any such errors, inconsistencies or omissions in the Rehabilitation Agreement Documents; provided, that the General Contractor promptly reports its findings to the City, who shall be responsible for making the final determination. The General Contractor shall perform no portion of the work at any time not identified in Rehabilitation Agreement 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 the building Official until the submittal has been reviewed and approved by the City for consistency with the Rehabilitation Agreement Documents. All such portions of the work so performed shall be in accordance with approved submittals.
- (2) Royalties and Patents. The General Contractor shall pay all royalties and license fees, shall define all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. If the General Contractor has reason to believe that the design process or product selected in connection with the work is an infringement of a patent, the General Contractor shall promptly so inform the City and await its determination before proceeding with the execution of the design process or the ordering and installation of the product.
- (3) Insurance. The General Contractor shall maintain full Worker's Compensation and Employer's Liability Insurance coverage in the minimum amount as set forth in this agreement for all workers contributing to the execution of the rehabilitation construction work at the Project. Furthermore, the General Contractor shall maintain Public Liability Insurance and Property Damage Insurance coverage in the maximum obtainable amount as set forth in this agreement. The General contractor shall furnish the City with satisfactory proof of such insurance before the commencement of work at the Project. The General 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:

1. 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.

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

2. Owner and Contractor Protection Liability Insurance. With minimum limits of \$100,000 each accident/\$300,000 each occurrence/\$50,000 property damage.

The General 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 Property Owner(s) 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.

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

13. Permits, Fees and Taxes. The General 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 General Contractor shall pay all sales, consumer, use and other similar taxes for the work done in connection with the Project by the General Contractor which are legally enacted at the time bids are received, whether or not yet effective.
14. Use of Site. The General Contractor shall have access to the site to perform work in connection with the Project as further described in this agreement, and shall reasonably coordinate all of its operations with and secure approval from the City before using any portion of the site. The General Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Rehabilitation Agreement Documents, and shall not unreasonably encumber the site with any materials or equipment.
15. 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."

The General 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 Rehabilitation Agreement 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 Rehabilitation Agreement Documents unless otherwise agreed to in writing by the City, 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 General Contractor. Where selection of materials by the City is required, the General Contractor shall not install or allow installation of any materials prior to the City's selection and written consent.

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

17. Protection of Work, Property and Persons. The General 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 General Contractor or any of its subcontractors, or anyone for whose acts or neglect any of them be liable.

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

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

19. Cleaning Up. The General Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by the General Contractor's operations. At the completion of the work, the

General 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.

20. Liquidated Damages and Excusable Delays. If the General Contractor does not complete the work within the specified time, and it is determined by the City that the incompletion was due to inexcusable delays; then, in such event, the General Contractor shall be liable for liquidated damages. Said liquidated damages shall be assessed at a rate of \$50.00 working day exceeding the time of performance completion for the Project specified in the Rehabilitation Agreement. The City may at its sole discretion, waive any claims on the General Contractor for liquidated damages even though actually incurred and due.

The General 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 City, for unforeseeable causes beyond the control and without the fault or negligence of the General Contractor. Such causes for excusable delays as determined by the City, shall include, but are not restricted to: acts of God, acts of public enemy, and 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 General Contractor.

21. Payment Applications and Waiver and Release of Liens. The General Contractor shall submit all payment applications, whether partial or final, to the City. 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 General Contractor shall be reviewed and processed for payment by the City as further described in this agreement. At the time of submission of each payment application, whether partial or final, the General 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 General Contractor shall also provide at the time of each payment application, the manufacturers warranties, brochures, instructions and 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.

22. Warranty. The General Contractor shall warrant and guarantee to the City 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 Rehabilitation Agreement Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The General Contractor shall provide a written warranty to the City in connection with its submission of its final payment application. The Warranty shall be on a form acceptable to the City and shall be dated and made effective as of the date of Completion for the Project. The warranty shall be in effect for one year from said effective date and shall guarantee to the City that the rehabilitation construction work performed at the Project by the General Contractor is of good quality, free from faults and defects and in conformance with the Rehabilitation Agreement 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 City to be normal wear

and tear or abusive use, that the General Contractor shall furnish all necessary labor and material at its sole expense to promptly correct the faulty and defective work.

Additionally, the General 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 General Contractor shall provide the City with all manufacturers' and suppliers', written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

23. Indemnification. To the fullest extent permitted by law, the General Contractor shall protect, defend, Indemnify and hold harmless the City of North Miami, and their officers, employees and agents, from 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 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 applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The General 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 General Contractor or any of its subcontractors or any of the General 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 City, may withhold such payments as long as it shall be deemed necessary for the indemnity of 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.

24. Waiver and Release of Mechanics Liens. The General Contractor for itself, its subcontractors, its material men and suppliers as well as all other persons acting for, through or in connection with the work performed at the Project, acknowledges and agrees that no mechanics' liens or claims shall be filed or maintained by it, against the property of the City for or on account of any work or labor done or materials furnished by it in connection with the Project and this Rehabilitation Agreement; and the General Contractor for itself, and its subcontractors and all persons acting for, through or in connection with the work performed at the Project, hereby expressly waive and relinquish all rights to have filed or maintained any mechanics' liens or claims against the Project, and agree that this waiver shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any Modification or Change Order to the Rehabilitation Agreement for extra or additional work being performed in connection with the Project.
25. Incorporation of Terms and Conditions. The General Contractor acknowledges and agrees, in entering into this Rehabilitation Agreement, that its terms and conditions shall be incorporated, verbatim or by reference,

in every contract or subcontract entered into in connection with the work at the Project so that these shall be binding on any and all participating contractors or subcontractors.

26. Indemnification. The General Contractor agrees to indemnify and hold harmless the City of North Miami from and against any claims, damages or causes of action arising out of any act, error, or omission under this Rehabilitation Agreement committed by the General Contractor, its agents and employees, or its subcontractors and their agents and employees, or any other persons either directly or indirectly employed by contractors or subcontractors performing work at the Project.

Contractor agrees to indemnify and hold harmless the City, its agents and employees from and against any claims, damages or causes of action which may arise out of the disbursement or non-disbursement of funds under this Contract and/or arising out of or accruing from any negligent act, omission or error of the parties and/or City, its officers, servants, agents and/or employees, resulting in or relating to injuries to body, life, limb or property.

27. Communications. Any and all communications arising under this Rehabilitation Agreement shall be transmitted as follows:

All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing. All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, returned receipt requested, addressed as follows:

If to the City: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Manager

With copies to: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Attorney
Attn: Community Planning & Development Director

If to Contractor: Law Construction Group, Inc
Attn: Leaford Wray (Registered Agent)
9803 SW 191 ST
Miami, Florida 33157

28. Governing Law. This Rehabilitation Agreement shall be construed and enforced in accord with the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.
29. Extent of Agreement. This Rehabilitation Agreement and attached exhibits embody the entire understanding of the parties. The drafting, execution, and delivery of this Rehabilitation Agreement by the parties have been induced by no representation, statements, warranties, or agreements other than those expressed herein, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereto unless expressly referred to herein.

30. Questions and Interpretations. The City shall be the interpreter of the requirements of the Rehabilitation Agreement Documents and the judge of the performance there under. The City shall render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accord with agreed upon time limits.

All interpretations and decisions of the City shall be consistent with the intent of and reasonably inferable from the Rehabilitation Agreement Documents and shall be in writing or in graphic form. The decision of the City 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 Rehabilitation Agreement Documents. In this capacity as interpreter and judge, the City shall endeavor to secure faithful performance by the General Contractor.

31. Counterparts. This Rehabilitation Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together constitute but one and the same Rehabilitation Agreement.

32. Severability. Should any section or any part of any section of this Rehabilitation Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section in this Rehabilitation Agreement.

33. Number and Gender. Wherever used in this Rehabilitation Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

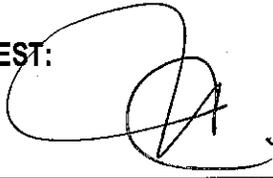
34. Failure to Act. The failure of the City to exercise any of its rights and privileges with respect to this Rehabilitation Agreement shall not constitute a waiver for the purpose of any subsequent enforcement of this Rehabilitation Agreement.

35. Termination. The City and the Contractor agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause. In the event of termination, all finished work 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 Rehabilitation Agreement Documents, less payments previously made and less any and all payments withheld from the General Contractor for the purpose of set-off necessary to obtain another contractor to complete the remaining work at the Project.

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

IN WITNESS THEREOF, the City and the General Contractor have entered into this Agreement as of the day and year first written above.

ATTEST:



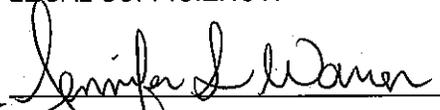
City Clerk

CITY OF NORTH MIAMI

By:


for City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

For 
City Attorney

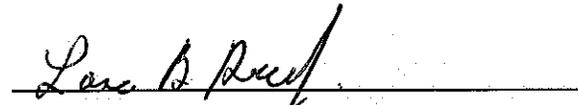
APPROVED:



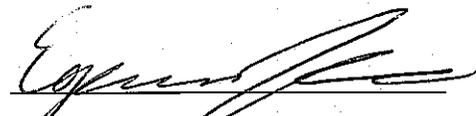
Director

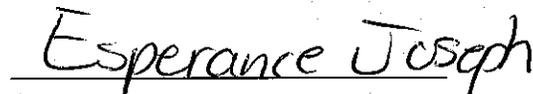
Community Planning & Development Dept.

GENERAL CONTRACTOR:



Signature below signifies possession of all
Attachments referred to herein.


Signature


Print Name

By: LANCE B. Balfour

[If Contractor is A Corporation, this contract shall be signed by an authorized officer and attested to by the Secretary with corporate seal affixed.]

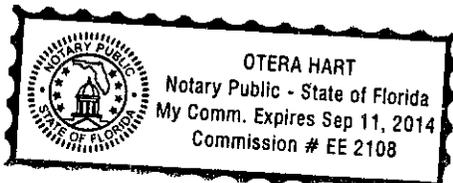
(Corporate Seal)

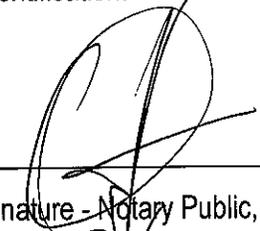
STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

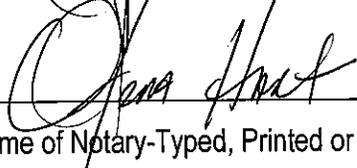
The foregoing instrument was acknowledged before me this 16 day of July, 2012, by Lance Bolton who has/have produced Fla. Drivers license as identification.

(SEAL)





Signature - Notary Public, State of Florida



Name of Notary-Typed, Printed or Stamped

EXTERIOR SPECIFICATIONS

01) REPLACE EXTERIOR NON IMPACT SINGLE HUNG \$ 10,200.00

NUMBER OF WINDOWS: 12

Remove existing windows and install, in the same configuration as the existing windows, new single hung and fixed non-impact aluminum replacement windows with screens (on the single hung windows) and standard 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 Florida Building Code product approval (or Miami/Dade NOA). The contractor is to provide the required engineering.

- Match the existing style window; the new window shall have one horizontal mid-rail in the upper sash and lower sash.
- The Contractors will verify measurements/dimensions and total number of openings for new windows. Install tempered/obscure glass in bathroom windows.

- Remove all security bars and haul away.
- All exposed anchoring screws shall be the same color as the window frame.
- Replace tiled, wood, missing, cracked and damage windowsills with ½" marble sills.
- The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not notch-out the windowsills and use a filler material to conceal the mullion clips.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows removal. 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 residue on the glass after all final inspections.

02) INSTALL EXTERIOR DOOR- COMPLETE(3) \$ 1,915.00

Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in

premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing impact resistant six panels steel exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop or doorstop. Install tamper proof hinges.
- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Install the same doorknob and deadbolt as outlined in the product approval.
- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid grade or better of the City approved brands, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

03) INSTALL ACCORDION HURRICANE SHUTTERS

\$ 6,400.00

LOCATIONS: ALL WINDOWS

NUMBER OF WINDOW OPENINGS 10

Install new aluminum accordion storm shutters. Permanently install the shutters and its components in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). 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 to accommodate the shutters installation.

04) THROUGH-WALL AIR CONDITION UNIT

\$ 350.00

LOCATION: LIVING ROOM, WEST SIDE

Close off the opening with concrete blocks. Apply stucco patch on the exterior matching the adjacent surface in texture and thickness. Patch repairs the interior wall material to match the existing adjacent surfaces. Homeowner will paint the interior and exterior. Haul away all debris from property at once.

EPLS

Excluded Parties List System



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Firm, Entity, or Vessel : LAW CONSTRUCTION GROUP INC
 As of 10-Jul-2012 11:43 AM EDT
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No Name History

Detail by Entity Name

Florida Profit Corporation

LAW CONSTRUCTION GROUP, INC.

Filing Information

Document Number P03000138287
FEI/EIN Number 611464280
Date Filed 11/21/2003
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/20/2011
Event Effective Date NONE

Principal Address

9803 SW 191 ST
MIAMI FL 33157 US

Changed 10/20/2011

Mailing Address

9803 SW 191 ST
MIAMI FL 33157 US

Changed 10/20/2011

Registered Agent Name & Address

WRAY, LEAFORD A
9803 SW 191 ST
MIAMI FL 33157 US

Name Changed: 10/20/2011

Address Changed: 10/20/2011

Officer/Director Detail

Name & Address

Title P

WRAY, L. A
9803 SW 191 ST.
MIAMI FL 33157 US

Title VP

BALFOUR, LANCE B SR
9803 SW 191 ST
MIAMI FL 33157 US

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Property Appraiser Tax Estimator

Property Appraiser Tax Comparison

Summary Details:

Folio No.:	06-2219-015-0250
Property:	1255 NE 142 ST
Mailing Address:	CITY OF NORTH MIAMI
Address:	12400 NE 8 AVE NORTH MIAMI FL 33161-

Property Information:

Primary Zone:	0400 SINGLE FAMILY RESIDENCE
CLUC:	0040 MUNICIPAL
Beds/Baths:	3/1
Floors:	1
Living Units:	1
Adj Sq Footage:	1,016
Lot Size:	8,505 SQ FT
Year Built:	1950
Legal Description:	19-20 52 42 BISC HIGHLANDS PB 46-26 E54FT LOT 18 & LOT 19 LESS E66FT BLK 1 LOT SIZE 63 X 135 OR 11052-2133 0381 1

Assessment Information:

Year:	2011	2010
Land Value:	\$14,179	\$12,890
Building Value:	\$50,292	\$50,292
Market Value:	\$64,471	\$63,182
Assessed Value:	\$64,471	\$63,182

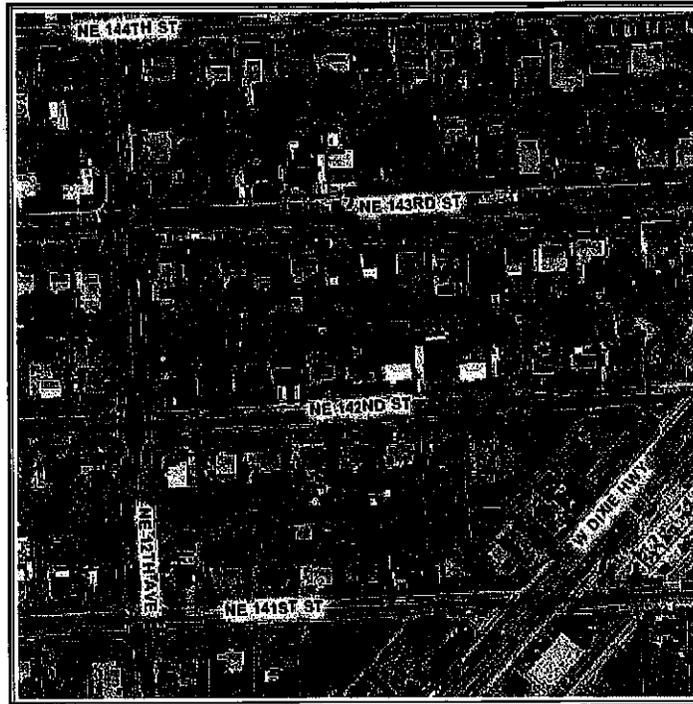
Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$64,471	\$0/\$63,182
County:	\$0/\$64,471	\$0/\$63,182
City:	\$0/\$64,471	\$0/\$63,182
School Board:	\$0/\$64,471	\$0/\$63,182

Sale Information:

Sale Date:	2/2010
Sale Amount:	\$69,900
Sale O/R:	27229-2737
Sales Qualification Description:	Deeds to or executed by a federal, state, or local government agency (including trustees (or Board) of the Internal Improvement Trust Fund, courts, counties, municipalities, sheriffs, or educational organizations)

View Additional Sales



Legend

Property Boundary
Selected Property

Street
Highway
Miami-Dade County
Water



Aerial Photography - 2009

0 115 ft

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Web Site
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- Community Redevelopment Area
- Empowerment Zone
- Enterprise Zone
- Zoning Land Use
- Urban Development Boundary
- Zoning
- Non-Ad Valorem Assessments
- Environmental Considerations



CFN 2010R0205726
 DR Bk 27229 Pgs 2737 - 2740 (4pgs)
 RECORDED 03/26/2010 15:17:46
 DEED DOC TAX 419.40
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

AFTER RECORDING RETURN TO:
 Berman Rennert Vogel & Mandler, P.A.
 100 SE Second Street Suite 2900
 Miami, FL 33131

THIS INSTRUMENT PREPARED BY:
 Landsafe Title of Florida, Inc.
 6360 N.W. 5th Way, Suite 200
 Fort Lauderdale, Florida 33309
 As a necessary inducement to the fulfillment of conditions
 Contained in a title insurance commitment issued by it.

Property Appraisers Parcel Identification (Folio) Number: 06-22190150250
 Grantee(s) I.D. # _____

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPECIAL WARRANTY DEED

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

THIS SPECIAL WARRANTY DEED, made the 25th day of February, 2010 by Deutsche Bank National Trust Company, as Trustee under the Pooling and Servicing Agreement relating to IMPAC Secured Assets Corp., Mortgage Pass-through Certificates, Series 2007-3, herein called the grantor, to City of North Miami, whose post office address is 12400 NE 8th Avenue, North Miami, FL 33161, hereinafter called the grantee:

WITNESSETH: That grantor, for and in consideration of the sum of TEN Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto grantee all that certain land situate in Miami-Dade County, State of Florida, viz.:

The East 54 Feet of Lot 18 and all of Lot 19, except the East 66 Feet thereof, in Block 1, of BISCAYNE HIGHLANDS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 46, Page 26, of the Public Records of Miami-Dade County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

File No.: 1064