CITY OF NORTH MIAMI
NEIGHBORHOOD STABILIZATION PROGRAM

REHABILITATION AGREEMENT

THIS AGREEMENT, is entered into this **9TH** day of **November 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 **REGOSA ENGINEERING SERVICES, INC**, referred to as the "General Contractor", having its principal place of business at **1050 SE 5 STREET SUITE 9 HIALEAH, FL 33010** (Parties), regarding rehabilitation of the real property legally described as:

Lot 10, Block 3, EIGHTH AVE MANORS, according to the Plat thereof, as recorded in Plat Book 42 at Page 51, of the Public Records of Dade County, Florida a/k/a, 915-17 NE 122 Street North Miami, Florida 33161 (subject property)

WITNESSETH:

The City owns certain property located at **915-17 NE 122 Street, North Miami, Florida 33161**, 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 **$12,400.00** 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 or 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 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: Regosa Engineering Services, Inc
    Attn: Fabiola Cure (Registered Agent)
    433 SW 21 Road
    Miami, Florida 33129

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: City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

APPROVED:

Director

Community Planning & Development Dept.

GENERAL CONTRACTOR:

Signature below signifies possession of all Attachments referred to herein.

By: GUSTAVO VELEZ

Signature

Madeline Maldonado

Print Name

[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 9 day of Nov, 2010, by Gustavo Velez who has/have produced Fla Drivers License as identification.

(SEAL)

Signature, Notary Public, State of Florida

OTERA HART
Notary Public - State of Florida
My Comm. Expires Sep 11, 2014
Commission # EE 2108

Name of Notary-Typed, Printed or Stamped

EXTERIOR SPECIFICATIONS

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.**

- Additional sheathing to be replaced at **$ INCL** per square foot, or **$ INCL** per linear foot
- Additional rafters to be replaced at **$ INCL** per linear foot
- Additional fascia to be replaced at **$ INCL** per linear foot
- Additional soffit to be replaced at **$ INCL** per square foot

01) INSTALL NEW GUTTER & DOWNSPOUT — $ 0.00

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

02) CARPENTRY — $ 10,500.00

a) Provide labor and material to remove and replace existing **20** lineal feet of termite and water damaged front beam with **(4 x 8)**

b) Provide labor and material to remove and replace all rotted transversal **(4 x 6)** beams at front porch.

c) Remove existing gutters and provide labor and material to remove and replace **120** lineal feet of fascia boards throughout the perimeter of the roof.

d) Provide labor and material to remove and replace all rotted soffit throughout the roof,

f) Provide labor and material to remove and replace **100** square feet of rotted wood decking at both **east and west side**.

Remove and replace the required roofing system, i.e., roofing membrane and metal drip edge: match existing. Discuss with the Homeowner, prior to removal any variation.

- Contractor to inspect all other carport structural members, if it is determine that additional wood need to be replace, contractor shall inform the Home Inspector. Contractor is to make the necessary repairs to remedy the actual repairs not included in the above price. The additional work will be handled, as a proposed change order.
- Paint newly replaced wood 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.

3) FUMIGATION **$ 1,900.00**

After all new materials are in place; have building treated for all types of termites indigenous to the City of North Miami and South Florida area such as Dry-wood, Subterranean and Fermosan. A licensed pest control company using the proper fumigant must perform all extermination. The Contractor shall schedule the treatment between the Homeowner(s) and exterminating company during the last draw period, after all wood components have been installed. The Homeowner must vacate the premises as necessary, prior to the fumigation treatment as directed by the exterminating company. An inspection/treatment report (Form 1145) must be submitted after the fumigation process has been completed along with the warranty from the pest control company with his/her final pay request for this item. Contractor shall warrant work for five years from completion date of all work required under this work item. A copy of the warranty must be submitted to the Homeowner and the Housing Division office upon completion of all rehabilitation done to this property.

Price to relocate both tenants at a hotel should be included in the bid price.