

**CITY OF NORTH MIAMI
NEIGHBORHOOD STABILIZATION PROGRAM**

REHABILITATION AGREEMENT

THIS AGREEMENT, is entered into this 3 day of **December 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 5th Street, Suite 9, Hialeah, FL 33010 (Parties), regarding rehabilitation of the real property legally described as:

Lot 22, Block 4, DIXIE GARDENS, according to the Plat thereof, as recorded in Plat Book 44 at Page 30, of the Public Records of Dade County, Florida a/k/a, 1445 NE 138 Street, North Miami, FL 33161 (subject property)

WITNESSETH:

The City owns certain property located at **1445 NE 138 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 \$102,762.50 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.

12.

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 incompleteness 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: Regosa Engineering Services, Inc.
Attn: Fabiola I. Cure (Registered Agent)
433 SW 21st Road
Miami, FL 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.

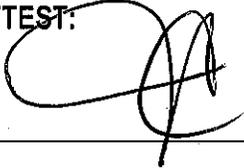
All interpretations and decisions of the City shall be consistent with the intent of and reasonably inferable from the Rehabilitation Agreement Documents and shall be in writing or in graphic form. The decision of the City in matters relating to the execution or progress of work, including the artistic 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



City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



City Attorney

APPROVED:



Director

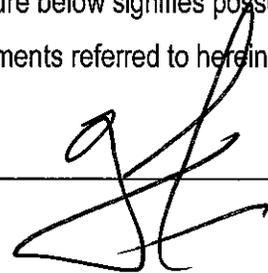
Community Planning & Development Dept.

GENERAL CONTRACTOR:

GUSTAVO VELAZQUEZ

Signature below signifies possession of all
Attachments referred to herein.

By:



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.]

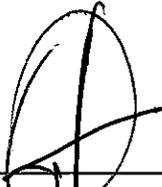
(Corporate Seal)

STATE OF: FLORIDA
COUNTY OF: MIAMI-DADE

The foregoing instrument was acknowledged before me this 3 day of December, 2012,
by Arshro Veloz, who has/have produced Fla. Driver's license as
identification.

(SEAL)





Signature - Notary Public, State of Florida


Name of Notary-Typed, Printed or Stamped

EXTERIOR

GENERAL ROOF SPECIFICATIONS

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

- Additional sheathing to be replaced at \$10.00 per square foot, or \$10.00 per linear foot
- Additional rafters to be replaced at \$10.00 per linear foot
- Additional fascia to be replaced at \$10.00 per linear foot
- Additional soffit to be replaced at \$10.00 per square foot

01) INSTALL ATTIC AND CEILING INSULATION

\$ 1,000.00

Remove all accessible attic insulation. Install R-30 blow-in, loose-fill insulation and/or blanket insulation in the attic and ceiling above living space. Prevent the insulation from blocking soffit vents. Follow the electrical codes; keep insulation at least 3 inches from heat-producing fixtures, such as, recessed lights. When work is completed give Homeowner a certificate for an R-30 Insulated Attic.

– Install 6" batt insulation R-19, in-between the ceiling joists. Prevent the insulation from blocking soffit vents...

2) EXTERIOR DOORS(3)

\$2,812.50

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 insulated exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole (exclude the utility room door), 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 (Emerald)), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

03) INSTALL EXTERIOR WINDOWS (19)

WITH NON-IMPACT SINGLE HUNG WINDOWS

\$ 10,687.50

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

- In the bedrooms – enlarge the window opening, as required, to install a code approved egress window.
- Match existing style windows. The contractor can install casement or horizontal sliding windows as an egress window.
- Install tempered and obscure glass in bathroom windows.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace missing, cracked, damage and tiled sills with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

04) INSTALL ACCORDION HURRICANE SHUTTERS

\$ 7,125.00

LOCATIONS: ALL WINDOWS

NUMBER OF WINDOW OPENINGS **16** NUMBER OF DOOR OPENINGS **0**

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.

05) NORTH WALL - STUCCO EXTERIOR

\$ 1,875.00

Over the exterior concrete block walls - install stucco accessories (i.e., stucco stops, corner bead). Install cement sand finish stucco (scratch coat, brown coat and finish coat) over the exterior walls. Match the existing main house stucco finish. Discuss (with Homeowner) the new finish, prior to beginning the work. Haul away all debris from property at once. Provide all required engineering.

- Soffit – install metal rib lath. Install cement sand finish stucco (scratch coat, brown coat and finish coat) over the metal lath. Install a continuous screen soffit vent.
- Exterior painting is under another work item below.
- Provide labor and material per FBC to block off opening at rear to install 2 windows within the dining area and master bedroom. See window specs.

06) REAR SLAB

\$8,125.00

Provide labor and material to screen around aluminum roof with screens and doors.

Install new frame member with new extruded aluminum framing members, mill finished or covered with an enamel finish (City to select finish). Install new screen fabric and vinyl spline. Caulk screen enclosure at the house and install new gutters around the perimeter, where needed. Haul away all debris from property at once.

07) EXTERIOR PRESSURE CLEANING

\$ 625.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew.

NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Call Housing Inspector for inspection.

08) PAINT EXTERIOR SURFACE OF HOUSE

\$4,750.00

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and

awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three colors. Call Housing Inspector prior to application of finish coat. **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall left to Homeowner for future use.**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** Housing Inspector to verify brand and VOC level.
- Replace the screens on the crawl space vents, around the perimeter of the house.
 - Install approved address numbers; placed in a position to be plainly visible from the street fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.
 - Install new mailbox at front of property.

09) LANDSCAPE

\$1,250.00

Remove existing pavers and tree stump located throughout.

- Remove all dead trees and tree stumps. Note: Under this bid item, Trim trees, and clear overgrowth and shrubs.

10) REMOVAL OF CHAIN LINK & INSTALLATION OF WOOD FENCE

\$1,500.00

Contractor to provide labor and material to remove existing chain link fence and post at East and West side of property. Provide labor and material to install two double gate 6 foot fence at the west side and wood gate at east with appropriate posting. Survey will be provided.

11) FUMIGATION

\$ 1,050.00

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 Ferosan. 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.

INTERIOR

GENERAL PAINT SPECIFICATIONS

Unpainted materials will require priming and two coats of paint. Tint the primer to the color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, 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.

12) KITCHEN RENOVATION

\$ 8,750.00

The intent of the following specifications, in this work item, is to renovate the kitchen. Haul away debris from property at once.

a) Remove existing kitchen cabinets. The Contractors will verify measurements and dimensions, for replacement. Protect the floor, walls, ceilings and appliances: Repair all damaged and adjacent surfaces caused by this installation, restoring to original condition. Homeowner to select color and design of cabinet, from standard stock.

- o Block up the west wall to relocate Refrigerator and stove. Cut down south wall up to 4 feet to install a breakfast nook and provide an opening. Install new countertop.

New interior walls – Install 1/2" gypsum board over 25 gage metal studs at 24" on center (16" on center at wet areas), with 25 gage metal runner attached to underside of trusses or cross bracing. Install 2" x 4" pressure treated wood sill under the 25 gage metal track. Discuss (with Homeowner) the new wall finishes or type of new finishes, prior to beginning the work.

- o Price to remove and replace any rotted plumbing lines to facilitate the installation of plumbing fixtures or work shall be included.
- o All new cabinets are to be plywood or solid wood including the doors, no particleboard. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**
- o Housing inspector to approve lay out prior to installation. Install new kitchen countertop and full backsplash. Install the new commercial granite type countertop. Homeowner will select color and design, within the budget.
- o Install a full tile backsplash.
- o Material budget for door and drawer knobs/handles is \$2.00 each.

b) Install new kitchen sink, faucet and drain assembly. Install new 9" deep, double bowl sink, within a material budget of \$300.00. Install a new rotary ball faucet with sprayer. The Homeowner to select design of faucet and sink. Install new supply tubes. Install new drain assembly. Install shut off valves, if valves are missing. Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.

- i. Install new exhaust duct through the wall cabinet above the stove and ducted to the exterior to be connected to the microwave. The exterior termination cap should have a built-in back draft damper.

Patch any ceiling, wall, soffit or roof opening relating to this work item. Modify the wall cabinet to accommodate the ductwork. Conceal the ductwork within and above the wall cabinet with like material and trim work.. Both exhaust fan and the termination cap are to have built-in back draft dampers. The exhaust fan should be rated for continuous ventilation, ENERGY STAR qualified and labeled accordingly; capable of moving proper amount of cfm at no more than 5.5 sones.

1. Proper cfm for range hood is calculation:

- a. BTU's for all stove top burners divided by 100
- b. Total BTU's/100 = CFM
- b. For electric range, convert top burners watts to BTU's then
 - a. Total BTU's/100 = CFM

Provide verification of sone rating and cfm of air movement to the Housing Inspector. Follow manufacturer installations for the proper installation. Patch any ceiling, wall, soffit or roof opening relating to this work item. Modify the wall cabinet to accommodate the ductwork. Conceal the ductwork within and above the wall cabinet with like material and trim work.

d) Remove any existing ceiling light fixture over the kitchen sink. Within the same locations, replace with a surface mounted decorative light fixture, ENERGY STAR qualified and labeled accordingly. Check and repair all light switches and receptacles in the kitchen. Homeowner will select light fixture within \$100 budget amount. Patched ceiling finishes should match existing finish as close as possible

e) Install a dedicated 20-amps line for the above exhaust fan.

f) Provide the required number of tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet. Counter space 12" or more must have a tamper proof GFCI outlet.

g) Provide a 4-prong receptacle with the required wiring for the electric range. Provide a new power cord and connection to the range and proper electrical wiring , connection for microwave

h) Patch and paint walls and ceiling. Remove all protruded nails throughout the wall surfaces. Repair any crack(s). Patch small holes with spackle. Patch with like material and matching thickness of existing walls and/or ceilings. Patched finishes should match existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning of

Install provided new Energy Star label appliances ie(Refrigerator, Stove, Microwave). All plumbing, water connection pertaining to the refrigerator shall be included.

13) MAIN BATHROOM TOTAL RENOVATION

\$6,250.00

PROVIDE LABOR AND MATERIAL TO REPLACE ALL ROTTED PLUMBING LINES

The intent of the following work item specifications is total renovation of the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes. Budget \$3.00 per square foot for the field tile only, this does not include the appropriate trim and finishing materials.

- a) Completely removed and discarded faucet, sink, vanity, toilet, diverter, tub, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.
- b) Install new steel tub, fixtures and drain assembly.
- o Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.
 - o Install shut-off valves, if missing. Secure showerhead. There is no rear access panel, therefore the adjacent room wall may have to be removed and replaced to perform the repair work. Repair and paint damage walls during the removal.
 - o Install a new showerhead and tub fixture. Controls and operating mechanisms will be operable with one hand and should not require tight grasping. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
 - o Showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute.
 - o Install new two framed tempered glass bi-pass or hinged shower doors, Homeowner to select finish of trim and style of doors within a material budget of \$350. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the tub.
 - o Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
- c) Outside shower area, install new ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.
- d) Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately 36"x23".
- e) Floor - install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable condition. the wood flooring does not appear sturdy and stable . Provide labor and materials to install new joist if necessary and wood flooring prior to the installation of the tiles. The ceramic floor tile (non-slip) should be designed to meet ADA standards to prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.
- o Walls and ceiling -floor-- outside the shower area, prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls, same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles. . Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.
- f) Install new vanity and sink/countertop. The new vanity and countertop shall have the same dimensions as the existing, if allow per building code. Discuss the vanity cabinet storage amenities with Homeowner, as the Homeowner will select these amenities from standard stock.

- o The new vanity shall be plywood or solid wood including the doors, no particleboard. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**
 - o The sink (cultured marble sink) shall be formed as an integral part of the countertop. Homeowner will select the color and style for the cabinet, and sink/countertop from standard stock colors.
 - o New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
 - o Install new supply tubes. Install new drain assembly for the sink. Install shut off valves.
 - o Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.
- g) Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).
- h) Provide tamper proof GFCI Receptacle(s), in the bathroom.
- i) Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly.
- j) Install a new bathroom exhaust ceiling fan with built-in light; ENERGY STAR qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.
- o Wall and ceiling fans CFM calculations based upon the room size:
 - o Cubic feet times .13 factor
 - o CF x .13 = CFM



Provide verification of sone rating and cfm of air movement upon to the Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the budgeted amount of \$170.00 per fixture.

- g) Remove existing interior door and frame. Replace 2x wood buck, if deteriorated or necessary. Within the same opening, install new six panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame. Install new hardware on door and frame. Bathroom door locks shall be designed to permit the opening of the locked door from the outside in an emergency. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing. Install a marble threshold at the entry doorway. The Homeowner shall the color from standard stock.

14) MASTER BATHROOM TOTAL RENOVATION

\$ 7,500.00

PROVIDE LABOR AND MATERIAL TO REPLACE ALL ROTTED PLUMBING LINES

The intent of the following work item specifications is total renovation of the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes. Budget \$3.00 per square foot for the field tile only, this does not include the appropriate trim and finishing materials.



- Install a new shower pan, fixtures, drain assembly and tiled enclosure.
- o Install new cement backer board to the new studs. Install new ceramic tile shower enclosure to ceiling height, with thin set.
- a) Completely removed and discarded faucet, sink, vanity, toilet, diverter, tub, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. DO NOT REPLACE the ceiling suspended grid systems. Remove the flooring material.
- b) Build and new wall partition and enclosure and relocate/ repair and or replace all rotted plumbing lines including plumbing stack to the east side .
- c) Install new steel tub, fixtures and drain assembly.
 - o Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.
 - o Install shut-off valves, if missing. Secure showerhead. There is no rear access panel, therefore the adjacent room wall may have to be removed and replaced to perform the repair work. Repair and paint damage walls during the removal.
 - o Install a new showerhead and tub fixture. Controls and operating mechanisms will be operable with one hand and should not require tight grasping. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
 - o Showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute.
 - o Install new two framed tempered glass bi-pass or hinged shower doors, Homeowner to select finish of trim and style of doors within a material budget of \$350. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the tub.
 - o Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
 - o In the shower, install two ADA approved grab bars (24" and 36" in lengths), horizontal placement, on the two (2) enclosure walls. The grabs must have escutcheons plates to conceal the anchoring. Reinforce the walls for the grab bars installation. See Homeowner for exact placement. Patch and repair any effected areas associated with this work item to match the existing adjacent surfaces.
- c) Outside shower area, install new polished chrome bath and/or ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.
- d) Install a new recessed medicine cabinet with plate glass mirror doors.
- e) Floor - install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable condition. The ceramic floor tile (non-slip) should be designed to meet ADA standards to

prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.

f) Walls and ceiling – outside the shower area, prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles.

- o Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling and paint. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.

g) Install new vanity and sink/countertop. The new vanity and countertop shall have the same dimensions as the existing, if allow per building code. (Note: a smaller vanity/sink or a pedestal sink (equal in value) maybe required, because of the space between fixtures, per building code.) Discuss the vanity cabinet storage amenities with Homeowner, as the Homeowner will select these amenities from standard stock.

- o The new vanity shall be plywood or solid wood including the doors, no particleboard. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**
- o The sink (cultured marble sink) shall be formed as an integral part of the countertop. Homeowner will select the color and style for the cabinet, and sink/countertop from standard stock colors.
- o New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
- o Install new supply tubes. Install new drain assembly for the sink. Install shut off valves.
- o Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.

Remove toilet and install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).



h) Provide tamper proof GFCI Receptacle(s), in the bathroom.

i) Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly.

j) Install a new bathroom exhaust ceiling fan with built-in light; ENERGY STAR qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.

- o Wall and ceiling fans CFM calculations based upon the room size:

- o Cubic feet times .13 factor
- o CF x .13 = CFM

Provide verification of some rating and cfm of air movement upon to the Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the budgeted amount of \$170.00 per fixture.

Remove existing interior door and frame. Replace 2x wood buck, if deteriorated or necessary. Within the same opening, install new six panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame. Install new hardware on door and frame. Bathroom door locks shall be designed to permit the opening of the locked door from the outside in an emergency. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing

15) INSTALL NEW INTERIOR DOOR AND FRAME (7) \$ 2,625.00

Remove existing interior door and frame. Replace 2x wood buck, if deteriorated or necessary. Haul away all debris from property at once. Within the same opening, install new six panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame, Homeowner to select color. Install new hardware on door and frame. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing.

16) MASTER CLOSET \$ 2,500.00

Demolish exterior bathroom cap off all necessary plumbing lines. Provide labor and material to form a partition wall to build out a master closet. Install new wood panel bi-fold closet doors. Paint and finish the doors

Provide labor and materials to block off window at the 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.

Install required blocking in the wall to support the closet pole, patch and paint wall to match the adjacent surfaces. Install wood closet shelves the length and width of the closet and 15" wide. Support the shelves by installing wood cleats; use one at each end. Install closet poles closet, 6'-3" above the finished floor. Install required blocking in the wall to support closet pole, patch and paint wall to match the adjacent surfaces. Hang the closet poles 12" to 14" from the wall. Shelves for all closets and Utility Room should be installed on three walls. Paint the shelves and poles. Homeowner will select the color.

17) INSTALL DRYWALL AND FRAMING \$ 1,875.00

LOCATIONS: NEW BEDROOM, NEW FAMILY ROOM

- Demolish existing closet and partition wall located at the west side of the property. Contractor to verify existing roof support and post located at the center of property.
- New interior walls – Install 1/2" gypsum board over 25 gage metal studs at 24" on center (16" on center at wet areas), with 25 gage metal runner attached to underside of trusses or cross bracing. Install 2" x 4" pressure treated wood sill under the 25 gage metal track. Discuss (with Homeowner) the new wall finishes or type of new finishes, prior to beginning the work.

- Install a arched walk-way the new interior walls as per FBC. This includes the furring out drywall.
- Provide labor and material to install an opening and corridor leading to laundry room/utility room

18) TILE FLOOR AND WOOD BASE BOARD

\$ 3,750.00

LOCATIONS: NEW BEDROOM, NEW FAMILY ROOM, LAUNDRY ROOM

Install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect concrete floor and make repairs that will assure it provides a solid, smooth bed. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Homeowner is to select tile colors and sizes. Budget \$3.00 per square foot for floor tile, this does not include the appropriate trim and finishing materials.

- Install new wood baseboard. Discuss with the Homeowner prior to the repair work variations in the colors and design. Match the existing main house baseboard as close as possible.

19) INSTALL CEILING FAN WITH LIGHT (4)

\$ 1,250.00

Install new ceiling fan (5-blade minimum) with light as manufactured by Hampton Bay, Hunter Douglas or approved equal. Material allowance is \$150.00 per fixture, ENERGY STAR qualified and labeled accordingly. Conceal all wiring, no surface mounted molding. Install junction box and ceiling support, as required for the installations. Repair walls and ceilings as required, matching the adjacent surfaces.

- Install a wall switch to control the light and a separate speed control switch to control the fan.

20) INTERIOR LIGHT FIXTURES

\$625.00

Install new light fixture at florida room and dining area from a reputable company. Material allowance is \$150.00 per fixture, ENERGY STAR qualified and labeled accordingly. Conceal all wiring,. Install junction box and ceiling support, as required for the installations. Repair walls and ceilings as required, matching the adjacent surfaces.

21) UTILITY ROOM/LAUNDRY ROOM

\$ 3,125.00

Remove existing window and through-the-wall air conditioner unit. Haul away all debris from property at once.. Repair crack(s) and patch small holes. Patch the walls with like material in thickness and matching thickness of existing wall (including required furring or framing). Patched wall finishes should match existing finish, as close as possible.

Remove all existing partition walls and gut out all plumbing lines.Discuss (with Homeowner) variations in the new wall finish or type of new finish, prior to beginning the work.

Relocate all plumbing lines against wall to provide connection for washing machine drain.

Connect, repair, unclog and/or replace the washing machine drain to the house main draining system, including the standpipe drain, all per building code. Properly support the standpipe by attaching to the wall. Make sure standpipe is taller than the highest water level in the washing machine (minimum of 34").

- Provide proper electrical connection to install dryer .

Install a hooded damper 4-inch duct vent through the exterior wall or roof, for the dryer. When attaching the vent hood to the exterior wall, caulk around the edges of the hood. The vent should exit the house at least 12-inches above ground level and if under a window it must be 10-inches below the window. The length of the dryer vent shall not exceed the manufacturer recommendation and/or 25 linear feet. Adjacent exterior and interior surfaces shall be restored to original condition.

Purchase and install new energy star label for washer and dryer (allowance is 1000.00).

22) INSTALL NEW TANKLESS HOT WATER HEATER \$1,000.00

Relocate water heater within the utility room.. The new tank less water heater unit should be of sufficient size to accommodate the needs of the home. Modify any electrical connections, plumbing, piping, walls, ceilings, closets and doors to accommodate the new equipment per building code. Any modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces. Haul away all debris from property at once. Upon completion of work, Contractor shall provide The City with the manufacturer's informational equipment package, equipment warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes. Water Heater brand shall be **Ecosmart or better. Documentation required**

23) PATCH AND PAINT WALLS ,CEILINGS (ENTIRE) \$ 5,625.00

Remove all loose wall material and haul away all debris from property at once. Repair any crack(s) by re-taping joints. Patch small holes with spackle. For large holes or complete wall replacement, install the required backing or furring strip. Patch with like material in thickness and all patched finishes should match existing finish as close as possible. . Use ½" drywall for complete ceiling replacement. Use 5/8" drywall for complete wall replacement. Replace the missing and deteriorated wood baseboard, tiled or cove base. Discuss with the Homeowner prior to the repair work any variations in the colors, design, the new wall finish or type of new finish. Unpainted materials will require priming and two coats of paint. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting.

24) REPLACEMENT OF CENTRAL AIR CONDITIONING SPLIT SYSTEM \$ 9,000.00

Remove existing air-handler and outside condensing unit. Within the same locations, as the existing units, install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. The air conditioning unit shall have a minimum SEER rating of 14.0, ENERGY STAR qualified and the equipment must be labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes; make all the necessary modifications. All FPL energy

conservation rebates will be applied to the contractor cost of the air conditioning equipment. It is the responsibility of the contractor to register with FPL and to submit the signed Watt Saver form to Housing.

- Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.
- The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- Provide new 7-days programmable thermostat, high, low voltage electric service, liquid lines and equipment concrete pad, and stand.
- Upgrade and/or modify the electric (per building code). Replace any damage ductwork.
- Install missing supply/return air ducting and grilles in each room. Only install supply air to the bathrooms. Do not install bedrooms return air grilles in the walls or doors.
- Modify walls, ceilings, closets and doors to accommodate the new equipment and/or supply, return air ductwork and outlets. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.
- Power vacuum clean the existing ductwork. Provide verification of cleaning upon billing.
- Install a condensation drain line, with a condensation pump, thru the attic.

25) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS **\$ 1,250.00**

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where an existing smoke detectors were removed), paint from cut-line to cut-line.

- a. Remove any existing hard-wired smoke detectors, if cannot be interconnected
- b. Remove any battery-operated smoke detectors and patch surface after removal.

26) INSTALL FOUR (4) EXTERIOR LIGHT FIXTURES **\$ 900.00**

Remove and replace exterior light fixture with motion sensor. Install a new exterior light fixture with a motion sensor and interior wall switches. Homeowner will select the light fixture within the \$40.00 per light fixture budget, ENERGY STAR qualified and labeled accordingly. Haul away debris from property at once. Discuss with the Homeowner the locations of the controlling switches prior to installation.

- Install exterior light fixtures, on the outer corners of the house, soffit level: install two exterior light fixtures in the front of the house and two in the rear of the house.

27) ELECTRIC UPGRADE INCLUDING SERVICE AND PANEL**\$ 5,625.00**

Check electrical service for the size of the house and the amount of appliances currently being serviced; increase the amperage to supply house demands. Relocate, as required, and upgrade new service and panel per FBC and NEC.

- Separate and balance the existing circuits. All circuits in the panel box should be clearly labeled with a minimum of two (2) spare circuits.
- Provide and install ARC Fault Circuit Breakers in the new bedroom addition.
- Room addition - install the required receptacles, per Florida Building Code and NEC, see drawing E-1.
- Replace damaged, malfunctioned, painted over and/or missing switches cover plates, receptacles, and GFCI's. The new receptacles should be modern polarized, grounded receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.
- Replace damaged electrical connections, conduit and wiring.
- Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathroom(s), kitchen, all outside receptacles and non-grounded receptacles.
- Kitchen – provide the required number of tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24” from the GFCI outlet, per FBC and NEC.
- Kitchen – provide a 4-prong receptacle with the required wiring and power cord for the electric range.
- Provide a 4-prong receptacle with the required wiring and power cord for the electric cloth dryer.
- Provide code required single receptacle for the washer and refrigerator.
- Provide a dedicated 20 amps outlet and wiring over the kitchen range/stove.
- Correct hot water heater electrical code violation.
- Correct any air conditioner electrical code violation.
- Provide attic access light fixture and switch, if required or missing.
- Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces, paint from cut-line to cut-line.

28) REPLACE ATTIC ACCESS DOOR**\$ 312.50**

Replace the attic access door, with ½” AC plywood. Replace door casing. Match style of casing with existing casing in the home. Make door panel is fully functional and check framed opening, make the necessary repairs. Patch and paint door panel and casing and adjacent surfaces around access door opening to match existing.

- Laminate three (3) layers of R10 rigid foam insulation, and mount to the backside of the plywood door.
- Weather-strip the perimeter of the attic scuttle.
- Box-in the attic scuttle with 2"x6" wood. The attic access door should fit within the boxed opening.

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<u>Filing Information</u>					
Document Number	P02000124506				
FEI/EIN Number	364525988				
Date Filed	11/18/2002				
State	FL				
Status	ACTIVE				
Last Event	AMENDMENT				
Event Date Filed	11/05/2012				
Event Effective Date	NONE				
<u>Principal Address</u>					
1050 SE 5TH STREET SUITE 9 HIALEAH FL 33010 US					
Changed 05/10/2012					
<u>Mailing Address</u>					
1050 SE 5TH STREET SUITE 9 HIALEAH FL 33010 US					
Changed 05/10/2012					
<u>Registered Agent Name & Address</u>					
CURE, FABIOLA I 433 SW 21 RD MIAMI FL 33129 US					
Name Changed: 04/22/2010					
Address Changed: 01/27/2011					
<u>Officer/Director Detail</u>					
<u>Name & Address</u>					
Title P					
CURE, FABIOLA 433 SW 21 RD MIAMI FL 33129					
Title V					
VELEZ, GUSTAVO D 15700 NE 2 AVE					

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Annual Reports

Report Year Filed Date

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 MIAMI-DADE COUNTY, FLORIDA

Our File Number: REO-110089

For official use by Clerk's office only

STATE OF Florida) **SPECIAL WARRANTY DEED**
 COUNTY OF Hillsborough) (Corporate Seller)
)

THIS INDENTURE, made this 14TH day of APRIL, 2011, between **Federal Home Loan Mortgage Corporation**, whose mailing address is: 8200 Jones Branch Drive, McLean, VA 22102, party of the first part, and **City Of North Miami**, whose mailing address is: 12400 NE 8TH AVENUE, North Miami, Florida 33161, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, to wit:

Lot 22, Block 4, Dixie Gardens, according to the plat thereof, recorded in Plat Book 44, Page(s) 30, of the Public Records of Miami-Dade County, Florida.

Parcel No. 06-2220-006-0840 AKA: 1445 NE 138th Street, Miami, Florida 33161

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it 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 the party of the first part.



MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT

Honorable Pedro J. Garcia
Property Appraiser

Property Information:	
Folio	06-2220-006-0840
Property Address	1445 NE 138 ST
Owner Name(s)	CITY OF NORTH MIAMI
Mailing Address	776 NW 125 ST NORTH MIAMI FL 33161
Primary Zone	0400 SGL FAMILY - 901-1200 SQF
Use Code	0040 MUNICIPAL
Beds/Baths/Half	2/2/0
Floors	1
Living Units	1
Adj. Sq. Footage	1,745
Lot Size	10,425 SQ FT
Year Built	1950
Legal Description	DIXIE GARDENS PB 44-30 LOT 22 BLK 4 LOT SIZE 75.000 X 139 OR 19229-2914 08 2000 1 COC 24764-4381 07 2006 5 OR 27661-4658 0411 18
Assessment Information:	
	Current Previous
Year	2012 2011
Land Value	\$20,910 \$21,685
Building Value	\$80,095 \$95,310
Market Value	\$101,005 \$116,995
Assessed Value	\$101,005 \$116,995
Exemption Information:	
	Current Previous
Year	2012 2011
Homestead	\$0 \$0
2nd Homestead	\$0 \$0
Senior	\$0 \$0
Veteran Disability	\$0 \$0
Civilian Disability	\$0 \$0
Widow(er)	\$0 \$0



Aerial Photography 2012

Taxable Value Information:			
	Current	Previous	
Year	2012	2011	
	Exemption/Taxable	Exemption/Taxable	
County	\$101,005 / \$0	\$83,980 / \$33,015	
School Board	\$101,005 / \$0	\$83,980 / \$33,015	
City	\$101,005 / \$0	\$83,980 / \$33,015	
Regional	\$101,005 / \$0	\$83,980 / \$33,015	
Sale Information:			
Date	Amount	Recording Book-Page	Qualification Code
4/2011	\$100	27661-4658	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)

3/2011	\$100	27661-4656	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
3/2011	\$72,000	27661-4651	Deeds to or from financial institutions
7/2010	\$100	27405-2450	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
1/2010	\$100	27176-2059	Deeds to or from financial institutions
7/2006	\$0	24764-4381	Sales which are disqualified as a result of examination of the deed
8/2000	\$97,000	19229-2914	Sales which are qualified
3/1993	\$0	16159-0116	Sales which are disqualified as a result of examination of the deed
12/1986	\$65,000	13134-0850	Sales which are qualified

Disclaimer:

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