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CP&D – HOUSING CONTRACT INFORMATION

Title of Contract:	SHIP Rehabilitation Agreement
Contract Case #:	S14-08
Awarded Vendor:	MCQ Constuction
EDEN Vendor No.:	0010912
Address:	9600 NW 25th Street, Suite 4H, Doral, Fl 33178
Company Contact Person:	Pablo Gonzalez
Phone No.	**Email Address:**
Contract Value:	$23,058.00
Homeowner Name:	Nirva Joseph
Homeowner Address:	670 NE 141 Street, North Miami, FL 33161

Attachments

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

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CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP
REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this 7 day of **MAY 2015**, by and among the following **NIRVA JOSEPH**, owner of the subject property; the **CITY OF NORTH MIAMI** (City), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **MCQ CONSTUCTION SERVICES, INC.**, whose principal business address is **9600 NW 25th Street, Suite 4H, Doral, Florida 33172**, regarding rehabilitation of the real property legally described as:

> **Lot 8, of Block 4, of BRIAN MANORS , according to the Plat thereof, as Recorded in Plat Book 47, Page 28, of the Public Records of Miami-Dade County, Florida a/k/a 671 N.E. 141 Street, North Miami, Florida 33161 (subject property)**

WITNESSETH:

WHEREAS, the Florida Legislature created the State Housing Initiatives Partnership (SHIP) Program to provide funds to local governments for the creation of local housing partnerships, the expansion, production and preservation of affordable housing for very-low, low and moderate income persons, and to increase housing-related employment; and

WHEREAS, the City has established a local Housing Assistance Program (Program) to provide assistance to eligible homeowners within the City for the purpose of purchasing or rehabilitating property (Project), in accordance with the SHIP Program specifically described in Chapter 420, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the Owner has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the Parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the money, which the City will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. SHIP funds in the amount of **$23,058.00** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property.

2. The Specifications & Proposal (Contract Documents) related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Program, and the Parties agree to abide by and comply with their respective roles and responsibilities.

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3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County, and the State of Florida.

5. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy.

6. The Parties acknowledge and agree that funds provided derive from SHIP Program funds appropriated to the City by the Florida Department of Community Affairs for the uses and purposes referred to in this Agreement.

7. The Owner acknowledges that the property is a primary residence, and agrees to continually occupy the property as a primary residence for a period of 7 years from this Agreement's execution.

8. It is agreed and understood that SHIP Program funds provided to the Owner in order to rehabilitate the subject property constitute an indebtedness to be secured by a non-interest bearing Note and Mortgage, unless there is a default. Further, the Parties agree that the indebtedness shall be partially forgiven in the amount of **$3,294.00** each year over a 7-year period, until fully forgiven.

9. If any interest in the property is sold, assigned, subleased, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default unless the property owner agrees to re-pay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.

10. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.

11. The Owner and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.

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12. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by the Owner occur.

13. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner or Contractor to prevent or deny the City's inspection of the project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

14. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner or Contractor fail to comply with the foregoing covenants and restrictions.

15. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.

16. Owner shall not release or amend this Agreement without the prior written consent of the City.

17. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.

18. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **$23,058.00**. Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **$23,058.00**. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

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19. Owner and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.

20. Owner and Contractor shall not assign, sublease, or transfer any interest in this Agreement.

21. In the event of a default, the City may mail to Owner or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) calendar days of the mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.

22. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

23. A default shall include but not be limited to the following acts or events of an Owner, Contractor or their agents, servants, employees or subcontractors:

    a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

       Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the project throughout the day on each full working day, weather permitting.

    b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

    c. Failure by Owner to comply with the terms and conditions of the Note, Mortgage or other document executed in connection with the Program, or the Owner' provision of false, fictitious or fraudulent statements to obtain SHIP funding.

    d. Insolvency or bankruptcy by the Owner or the Contractor.

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e. Failure by the Contractor to maintain the insurance required by the City.

f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.

24. If Owner defaults this Agreement by insolvency or bankruptcy, the following shall apply:

a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:

1. In the event the Owner files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.

3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner agree to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner shall agree that the City is oversecured and, therefore, entitled to interest and attorneys fees pursuant to 11 U.S.C. 506(b).

Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner has less than five (5) years of payments remaining on the Note, the Owner agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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b. Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Owner or Contractor, the following shall occur:

In the event the Owner files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owner agrees to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owner further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

c. Should the Parties wish to execute the Agreement after the Owner has filed for bankruptcy, the following shall occur:

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.

2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

25. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor

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acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365.

The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.

c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 24 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner, against the Contractor including, but limited to, any claim or right of recoupment.

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

27. The Owner and Contractor shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code.

28. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: Director, Community Planning & Development
With a copy to:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: City Attorney
If to Contractor:	MCQ Construction Services, Inc 9600 NW 25th Street, Suite 4H Doral, Florida 33172
If to Contractor:	MCQ Construction Services, Inc 10773 NW 58th Street, # 510 Doral, Florida 33178
If to Owner:	Nirva Joseph 671 NE 141St Street North Miami, Fl 33161

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

29. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.

30. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.

31. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

32. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to

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the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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

Witness

Nirva Joseph, Owner

Witness

CONTRACTOR:

By:

Date: 5/7/15

APPROVED:

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

Director
Community Planning & Development Dept.

ATTEST:

DocuSigned by:
2C7010872EE8414...

City Clerk
6/4/2015
Date

CITY OF NORTH MIAMI

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

City Manager
6/4/2015
Date

APPROVED AS TO FORM:

DocuSigned by:
Regine Monestime
9787BB01BC7F413...

City Attorney

6/4/2015
Date

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Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

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

01) SLOPED ROOF- ARCHITECTURAL SHINGLES — $ 3,640.00

Remove all rotted wood siding at EAST and West of the roof area.

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

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

02) FLAT ROOF MODIFIED BITUMEN — $ 16,632.00

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per Roof-General Specifications and paint to match existing. Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with hot asphalt. Where required, install new 3 inches (minimum)

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galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide Homeowner with manufacturer's warranty and Contractor's five-year warranty against leaks.

- **NOTE: OVER THE LIVING AREA, 1" ISOCYANURATE INSULATION BOARD IS REQUIRED AT FLAT PORTION OF ROOF (MECHANICALLY FASTEN). INSTALL AN INSULATION STOP ON THE ROOF PERIMETER. INSPECTION DOCUMENTATION REQUIRED.**
- There can be no pooling water. Use tapered insulation and/or build up low areas, if required, to prevent any pooling water.

03) REPLACE ALL FASCIA — $ 420.00

Remove all damaged or deteriorated fascia. Haul away all debris from the property at once. Furnish and install new 1"x2" pressure treated furring as required by FBC. Fascia replacement shall be with matching size and material. Outside corner shall be mitered and all fascias shall be secured with non-corrosive nails. Minimum length of any fascia segment shall be 5 feet. Remove all attachments to the fascia, as required, and reattached, after the fascia replacement. Remove and replace the required roofing system, i.e., shingles, roofing membrane and metal drip edge: match existing. Discuss with the Homeowner, prior to removal any variation.

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

04) REPLACE ALL SOFFIT AND VENTS — $ 420.00

Remove all damaged, deteriorated soffit; including replacing all soffit vents. Haul away all debris from the property at once. Soffit and vents replacement shall be with matching size and material. Secure all soffit with non-corrosive nails. Minimum length of any soffit segment shall be 5 feet. Remove all attachments to soffit, as required, and reattached after soffit replacement.

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

05) INSTALL NEW GUTTER & DOWNSPOUT — $ 1,050.00

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

06) INSTALL FOUR (4) EXTERIOR LIGHT FIXTURES — $ 896.00

Remove and replace exterior light fixture with motion sensor. Install a new exterior light fixture with a motion sensor with 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 two exterior lights, one in the front of the house and one in the rear of the house.
- Correct all electrical violations along the west side of the building as per FBC and NEC regulations.

07) LEAD BASE PAINT INSPECTION — $ 00.00

Inspection conducted by AGC Environmental Consulting March 3, 2015. Cost is not considered in this agreement, however will apply to CDBG mortgage and Note recorded with Miami-Dade County Clerk of Courts.

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Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

Upon execution of this agreement, the property owner agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

1. Environmental Review
   - The National Environmental Policy Act (42 U.S.C. 4321, et seq.);
   - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
   - Environmental Review Procedures (24 CFR Part 58);
   - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
   - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

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2. Lead Based Paint
   - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
   - HUD Lead Based Paint Regulations (24 CFR Part 35).

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

4. Labor Standards
   - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
   - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
   - Federal Labor Standards Provisions (29 CFR Part 5.5).

Additionally, all parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.

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

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

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