

**AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT**

THIS AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT (“Amendment”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), **Lamothec Investment & Construction, LLC** (“Contractor”) having its principal business address at 240 NW 128 Street, Miami, Florida 33168, and **Ketelie Bien Aime** (“Owner”). The City, Contractor and Owner shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on May 5, 2021, the Parties entered into a Community Development Block Grant (CDBG) Rehabilitation Loan Agreement (“Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the City desires to amend the Agreement to reflect an increase in the total cost of the rehabilitation Services (“Services”); and

WHEREAS, the Services amount was increased by Seventy-Five Dollars and 00/100 Cents (\$75.00); and

WHEREAS, the new total cost for the Services must reflect Seventeen Thousand Eighty-Nine Dollars and 00/100 Cents (\$17,089.00) due to the increase of the lead inspection.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 1** is hereby amended to reflect a total amount of Three Hundred Seventy-Five Dollars and 00/100 Cents (\$375.00) in CDBG funds being utilized for the purpose of lead inspection on the subject property.
2. **Article 7** is hereby amended to reflect a forgiven amount of Two Thousand Four Hundred Forty-One Dollars and 28/100 Cents (\$2,441.28) each year over a seven (7) year period, until fully forgiven.
3. **Article 18** is hereby amended to reflect a limitation on liability amount of Seventeen Thousand Eighty-Nine Dollars and 00/100 Cents (\$17,089.00).
4. **EXHIBIT “B” - LEAD INSPECTION** is hereby amended to reflect an increase in the total cost of the lead based paint inspection. The revised Lead Inspection is included hereto as Exhibit “B” - Revised Lead Inspection.

5. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:



Witness

Date: 10/1/2021



Witness

Date: 09/29/2021

APPROVED BY:

Alberte Bazile, MBA
Housing & Social Services, Director

ATTEST:

Vanessa Joseph, Esq., City Clerk

City Clerk Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq., City Attorney

City Attorney Date Signed

Ketelie Bien Aime

“Owner”:

By: Ketelie Bien-Aime

Print Name: KETELIE BIEN-AIME

Date: 10/01/21

CONTRACTOR:

By: 
Lamothe Investment & Construction, LLC

Date: 09/29/2021

Date: _____

City of North Miami, a FLORIDA municipal Corporation, “City”:

Theresa Therilus, Esq., City Manager

City Manager Date Signed

Exhibit "A"

CITY OF NORTH MIAMI COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this day of May 05, 2021, by and among the following: **Ketelie Bien-Aime**, ("Owner")s, Owner(s) of the subject property; the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, Florida 33161; and **Lamothec Investment & Construction LLC**, ("Contractor"), having its principal business address at 240 NW 128th Street, North Miami, FL 33168 collectively referred to as "Parties", regarding the rehabilitation of the real property legally described as:

Sunkist Grove PB 8-49 Lots 11 & 12 Less N75FT, Blk. 29 Lot Size 56.320 x 96 OR 20000-2225 10 2001 1 of the Public Records of Miami-Dade County, Florida a/k/a 12245 NW 15th Avenue, North Miami, Florida 33167 (subject property)

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development ("HUD") has provided Community Development Block Grants ("CDBG") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low and moderate income persons; and

WHEREAS, the City has determined through its Consolidated Plan for CDBG funds ("Program"), adopted by the Mayor and City Council on October 13, 2020 under Resolution 2020-R-116, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with CDBG criteria specifically described in Title I of the Housing and Community Development Act of 1974: 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner(s) 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 grant money in the amount of **Seventeen Thousand Fourteen Dollars and 00/100 Cents (\$17,014.00)**, which is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of **Sixteen Thousand Seven Hundred Fourteen Dollars and 00/100 Cents (\$16,714.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit "A"); including a **Three Hundred Dollars and 00/100 Cents (\$300.00)** lead inspection

previously administered as part of the administrative cost associated with the rehabilitation process referenced in Exhibit "B" of this Agreement.

2. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
3. Homeowner(s) is receiving a grant from the City of North Miami, Florida secured by the above described property. In consideration thereof, homeowner(s) agrees to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well the updating of any agreement documents, if deemed necessary or desirable by the City of North Miami. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.
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(s) 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(s) must have an active flood insurance policy. Owner agrees to purchase Homeowner's Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:
 - a. Hazard (or Homeowner's) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
 - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
 - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
 - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

"City of North Miami, Florida
ISAOA ATIMA
(Its Successors and/or Assigns As Their Interests May Appear)
776 NE 125th Street
North Miami, Florida 33161-5654"
6. The Parties acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
7. The Owner(s) acknowledges that the property is a primary residence, and agrees to continually occupy the property as a primary residence for at least a seven (7) year period commencing at the execution of this Agreement. If the Owner(s) fails to continually

occupy this residence for a seven (7) year period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining on this seven (7) year period. It is agreed and understood that the funds provided by the City derive from the CDBG Program and that the funds shall be secured by a non- interest bearing Promissory Note and Money Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of Two Thousand Four Hundred Thirty Dollars and 57/100 Cents (\$ 2,430.57) each year over a seven (7) year period, until fully forgiven.

8. If any interest in the property is sold, 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(s) agrees to re-pay the remaining balance prior to such event. The indebtedness shall become payable at a rate of four (4) percent simple interest per year on the unpaid 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.
9. 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.
10. The Owner(s) 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
11. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner(s) fail to comply with the foregoing covenants and restrictions.
12. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
13. In the event the Owner(s) or Contractor prevents the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law. Further, action by the Owner(s) 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. If the Owner(s) 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 Owner(s) occur, as provided in paragraph 14, below.
15. The Owner(s) shall not release or amend this Agreement without the prior written consent of the City.
16. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner(s) for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.
In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.
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(s), 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 **Seventeen Thousand Fourteen Dollars and 00/100 Cents (\$17,014.00)**. Owner(s) 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 **Seventeen Thousand Fourteen Dollars and 00/100 Cents (\$17,014.00)**, less the amount of all funds actually paid by the City pursuant to this Agreement. 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 Section 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.
19. The Owner(s) 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 from this Agreement.
20. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
21. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty

(30) days of the City's mailing 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 Owner(s), 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. Insolvency or bankruptcy by the Owner(s) or by the Contractor.
 - d. Failure by the Contractor to maintain the insurance required by the City.
 - e. Failure by the Contractor to correct defects within a reasonable time as decided in the City's sole discretion.
 - f. The breach of any term or condition of this Agreement.
24. If the Owner(s) 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(s) 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(s) or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner(s) 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(a)(1) or

(d)(2), and the Owner(s) 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(s) 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(s) in favor of the City.
3. In the event the Owner(s) files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner(s) agrees 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(s) shall agree that the City is over secured and, therefore, entitled to interest and attorney's 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(s) has less than five (5) years of payments remaining on the Note, the Owner(s) 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.

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

In the event the Owner(s) 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(s) acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner(s) acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner(s) 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(s) 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(s) 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(s) has filed for bankruptcy, the following shall occur:

1. The Owner(s) agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner(s) shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner(s) 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 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(s) 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 22 (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(s) 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(s), 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(s) and Contractor shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.).
28. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami
776 NE 125th Street
North Miami, Florida 33161
Attn: City Manager

With copies to: City of North Miami
776 NE 125th Street
North Miami, Florida 33161
Attn: City Attorney
Attn: Housing & Social Services, Director

If to Contractor: Lamothe Investment & Construction LLC
MGD Consultant LLC (Registered Agent)
240 NW 128th Street
North Miami, FL 33168

If to Owner(s): Ketelie Bien-Aime
12245 NW 15th Avenue
North Miami, FL 33167

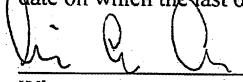
or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

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 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.

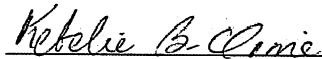
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.



Witness

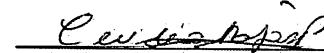
Date: 4/20/21



Ketelie Bien-Aime, Owner

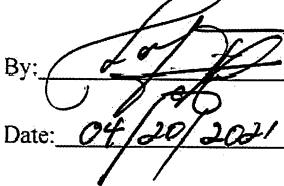
Date: 4-20-21

CONTRACTOR:



Witness

Date: 4/20/2021



By:

Date: 04/20/2021

APPROVED BY:

E-SIGNED by Alberte Bazile
on 2021-04-20 20:57:25 GMT

Alberte Bazile, MBA
Housing & Social Services, Director

Date: April 20, 2021

ATTEST:

E-SIGNED by Vanessa Joseph
on 2021-05-05 19:14:19 GMT

Vanessa Joseph, Esq., City Clerk

May 05, 2021

City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":

E-SIGNED by Theresa Therilus
on 2021-05-05 16:19:13 GMT

R.L.

Theresa Therilus, Esq., City Manager

May 05, 2021

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

E-SIGNED by Jeff P.H. Cazeau
on 2021-04-24 01:07:00 GMT

Jeff P. H. Cazeau, Esq., City Attorney

April 24, 2021

City Attorney Date Signed

Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

EXTERIOR

GENERAL ROOF SPECIFICATIONS

Install sheathing end joints over rafters. All supporting verge rafters shall extend back into the roof at least four feet. Brace all sagging portions of the roof with same size lumber to nearest bearing wall. Use purlins when necessary. The first two hundred feet 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.

Note: the contractor must examine the fascia, sub-fascia and soffit. Exposed fascia (with sub-fascia) and soffit replacement will not count as additional wood and no change order allowed for replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. Install the roofing material, its components and vents in strict compliance with the Florida Building Code, Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

- **The Contractor agrees to provide a Five (5) years warranty for all work performed under roofing specifications. This will include all labor and materials. During warranty period. Contractor shall promptly make such corrections as may be necessary. Owner is to give notice roof defects promptly upon observation.**

01) FLAT ROOF MODIFIED BITUMEN \$ 9,784.00

Reason for replacement: existing flat roof is in poor condition and there are several leaks inside the house because of the on-going construction. All sheathing replacement shall be included in the bid. No change order allowed.

Remove all rotted sheathing to match existing and cover existing holes. Remove 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 General Roof Specifications and paint to match existing. Install 4-ply roofing system, see below. Upon

completion of all work items. Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's ten-year warranty against leaks. This item requires a permit.

- a) **NOTE: OVER THE LIVING AREA, 1" RIGID INSULATION IS REQUIRED AT FLAT PORTION OF ROOF EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD. INSPECTION/DOCUMENTATION REQUIRED.**
- b) **Inspection of the complete original roofing permit application (including Section C) is required for the final inspection.**
- c) Furnish and install the following roofing system:
 - new underlayment mechanically fastened to the deck,
 - **INSTALL ISOCYANURATE INSULATION BOARD TO PROVIDE MINIMUM R-19 ON THE ROOF. FOLLOW THE MANUFACTURER OF THE ROOFING MEMBRANE PRODUCT APPROVAL FOR MOPPING TO AND ATTACHING THE ISOCYANURATE INSULATION BOARD.**
 - **there can be no pooling or ponding water.** Use tapered insulation and/or build up low areas, to prevent any pooling or ponding water.
 - 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 minimum **3 inches white 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.
- d) Remove all unused vent stacks.
- e) Replace all missing, damaged or deteriorated fascia and soffit (including soffit vents). Furnish and install new 1"X2" pressure treated furring and fascia, as required. Fascia, soffit (including soffit covering) and soffit vent replacement shall be with matching size and material. Miter outside corner and secure all fascia and soffit with non-corrosive nails. Minimum length of any fascia or soffit segment shall be 5 feet. As required, the contractor must remove and reattach all attachments to fascia and soffit removed, after fascia and soffit replacement. Paint replaced fascia and soffit, per the General Paint Specifications, to match existing, providing a uniform opaque coverage.
- f) The contractor to provide any **Engineer Certification required for structural changes**

02) REPLACE ALL FASCIA (Main structure not addition)

\$ 2,285.00

Reinforce all rafters

Remove all damaged or deteriorated fascia and haul away all debris from 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. All attachments to fascia must be removed and reattached after fascia replacement by the contractor. 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.

03) REPLACE ALL EXTERIOR WINDOWS WITH IMPACT WINDOWS \$ 4,645.00

The Contractors will verify measurements/dimensions and total number of openings to receive new windows.

Location: (W, S, E)

• Patch all holes after removing security bars and paint

Remove existing windows and install, in the same configuration as the existing windows, new impact, aluminum replacement 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. Horizontal slider may be substituted.
- Install Full View windows.
- 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.
- Relocate required electrical items and gutters/downspouts. to accommodate the shutters installation.
- 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.

TOTAL BID AMOUNT: \$ 16,714.00

EXHIBIT "B"

LEAD INSPECTION

(The lead inspection for said property was previously administered)

LEAD BASE PAINT INSPECTION

\$300.00

All single family properties, rehabilitated through Federal and/or State funding, are subject to lead-based inspections, in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. CDBG funds in the amount of \$ 300.00 are being utilized for the lead-based inspections conducted by Associated Consulting Professionals, Inc., and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.

Exhibit C

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(s) agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. **Property owner/Purchaser acknowledges that individuals will be allowed on the property to take photographs.** 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. Environment 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.)

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-five (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.

EXHIBIT "B"- REVISED LEAD INSPECTION

LEAD INSPECTION

(The lead inspection for said property was previously administered)

LEAD BASE PAINT INSPECTION

\$375.00

All single family properties, rehabilitated through Federal and/or State funding, are subject to lead-based inspections, in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. CDBG funds in the amount of \$ 375.00 are being utilized for the lead-based inspections conducted by Associated Consulting Professionals, Inc., and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.

AGC Consultants, LLC
1440 Coral Ridge Drive
Coral Springs, FL 33071
(954)961-0034
agcenvironmental@me.com

INVOICE

BILL TO

City of North Miami
CP & D-Housing Division
12340 Northeast 8th Street
North Miami FL 33161

INVOICE # 7035
DATE 12/28/2020
DUE DATE 01/27/2021
TERMS Net 30

DATE	DESCRIPTION	AMOUNT
12/14/2020	Chapter 7 Lead Inspection.	375.00
	Ketelie Bien Aime 12245 Northwest 15th Avenue North Miami, Florida	
	AGC-20-0562	

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE

\$375.00