

**AMENDMENT TO  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
REHABILITATION LOAN AGREEMENT**

THIS AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT ("Amendment") is entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 ("City") and **Jean Mathurin** ("Owner") living at 758 NW 121<sup>st</sup> Street, North Miami, FL 33168. The City and Owner shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on May 5, 2021, the Parties entered into a Home Investment Partnerships Program (HOME) 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).

**WHEREAS**, the new total cost for the Services must reflect Thirty-Five Thousand Two Hundred Twenty-Five Dollars and 00/100 Cents (\$35,225.00) 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:

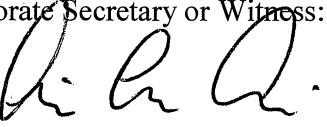
1. **Article 2** is hereby amended to reflect a total amount of Three Hundred Seventy-Five Dollars and 00/100 Cents (\$375.00) in HOME funds being utilized for the purpose of lead inspection as part of the Services on the subject property.
2. **Article 19** is hereby amended to reflect a limitation on liability amount of Thirty-Five Thousand Two Hundred Twenty-Five Dollars and 00/100 Cents (\$35,225.00)
3. **EXHIBIT "B" - LEAD INSPECTION** is hereby amended to reflect an increase in the cost of the lead based paint inspection. The revised Lead Inspection is included hereto as Exhibit "B" - Revised Lead Inspection.
4. 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:

Corporate Secretary or Witness:

By: 

Jean Mathurin

“Owner”:

By: 

Print Name: Tommie Lee Ensay

Print Name: Mathurin Jean

Date: 10/06/2021

Date: 10/06/21

**APPROVED BY:**

Alberte Bazile, MBA.

Housing & Social Services, Director

Date: \_\_\_\_\_

ATTEST:

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

Vanessa Joseph, Esq., City Clerk

Theresa Therilus, Esq., City Manager

City Clerk Date Signed

City Manager Date Signed

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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

City Attorney Date Signed

**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM**  
**REHABILITATION LOAN AGREEMENT**

**THIS AGREEMENT** is entered into this day of May 05, 2021, by and between the following: **Jean Mathurin**, ("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 125<sup>th</sup> Street, North Miami, Florida 33161, collectively referred as the "Parties", regarding the rehabilitation of the real property legally described as:

Lot 7 Less West 10 Feet & West ½ of Lot 8, Block 22, NORTH SHORE HEIGHTS,  
according to the Plat thereof, as recorded in Plat Book 40, Page 62, of the Public  
Records of Miami-Dade County, Florida a/k/a 758 NW 121<sup>st</sup> Street, North Miami,  
Florida 33168 (subject property)

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development ("HUD") has provided Home Investment Partnerships Program ("HOME") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

**WHEREAS**, the City has determined through its Consolidated Plan for HOME 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 HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 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 Thirty-Five Thousand One Hundred Fifty Dollars and 00/100 Cents (**\$35,150.00**), which is acknowledged, the Parties agree as follows:

1. Owner(s) represents and agrees that he/she is the Owner(s) of the residential property described above.
2. HOME funds in the amount of Thirty-Four Thousand Eight Hundred Fifty Dollars and 00/100 Cents (**\$34,850.00**) 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

3. The Specifications & Proposal ("Contract Documents") related to the Project, attached as **Exhibit "A"**, (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Program. The Parties agree to abide by and comply with their respective roles and responsibilities.
4. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
5. 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.
6. The Project will be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
7. 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 125<sup>th</sup> Street  
North Miami, Florida 33161-5654"

8. The Parties acknowledge and agree that funds provided derive from HOME Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
9. Owner(s) shall execute a promissory note in the full amount of the loan covering all costs to be incurred in order to secure and implement the Construction Contract. The interest rate on the principal amount of the loan shall be zero (0) percent per annum, except in any event of default. City shall secure the loan for this Agreement with a Mortgage of the Property which will be recorded in the public records of Miami-Dade County and constitute a lien on the property. Payment on the principal amount of the loan shall be deferred so long as the property is occupied as the principal residence of the Owner(s) during the *affordability period*.
10. The Owner(s) acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for the *affordability period* based on the amount of subsidy, commencing at the execution of this Agreement. The affordability period for HOME is as follows: up to \$14,999=5 years; **\$15,000-\$39,999=10 years**; and \$40,000 and up=15 years. If the Owner(s) fails to continually occupy this residence for the entire affordability period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining.
11. 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 the affordability period of this Agreement's execution, such an event shall be considered a default. 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.
12. 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.
13. The City reserves the right to inspect at any time during normal business hours any and all construction accomplished under this Agreement to ensure compliance with this Agreement, adherence to applicable Housing Quality Standards, minimum housing codes, and all other applicable state and local housing, zoning, fire, and building codes.
14. In the event the Owner(s) 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) 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.

15. Owner(s) agrees to enter into a Contract for Rehabilitation, attached hereto, and incorporated herein as **Exhibit "C"**, with a qualified general contractor for the Project who is acceptable to the City and who is experienced in the type of work required for the project.
16. Owner(s) shall not release or amend this Agreement without the prior written consent of the City.
17. Owner(s), waives any right to bring a lawsuit against the City for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.
18. The monies provided shall be withdrawn and used on behalf of the Owner(s) by the City solely to pay for the costs of the rehabilitation. Payment for the Project shall be made as described in the Payment Schedule attached as **Exhibit "B"** and in accordance with the procedures provided in the Contractor Agreement. After payment is completed 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.
19. 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 Thirty-Five Thousand One Hundred Fifty Dollars and 00/100 Cents (**\$35,150.00**). Owner(s) expresses 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 Thirty-Five Thousand One Hundred Fifty Dollars and 00/100 Cents (**\$35,150.00**). 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 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.
20. Owner(s) 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.
21. Owner(s) shall not sublease, transfer or assign any interest in this Agreement.
22. In the event of a default, the City may mail to Owner(s) 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.
23. In the event of a default, the entire sum due is payable immediately and interest may be charged the maximum rate allowed by law. Owner(s) acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible

activity and any funds invested in the Project must be repaid by the Owner(s) to the City. 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.

24. A default shall include but not be limited to the following acts or events of an Owner(s):
  - a. Nonperformance by Owner(s) of any covenant, agreement, term or condition of this Agreement after the Owner(s) has been given due notice by the City of such nonperformance.
  - b. Failure of the Owner(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the property.
  - c. The City's discovery of Owner(s)' failure in the Program Application to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter this Agreement, or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner(s).
  - d. Owner(s)' non-residential use, or disposition of the Property without the prior written consent of the City.
  - e. Owner(s)' failure to maintain the Property in a standard, habitable condition.
  - f. Owner(s)' acquiring additional indebtedness upon the Property without the specific written consent of the City.
  - g. The transfer of the Property without the specific written consent of the City.
25. If Owner(s) default 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) 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(d)(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 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(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 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.

26. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
27. Termination of Agreement: Owner(s) understands and acknowledges that, should the Owner(s) fail to comply and fulfill each and every condition and provision of this Agreement, the City, at its option, may terminate this Agreement and take any and all necessary legal action to enforce the provisions of the Agreement.
28. Conflicts of Interest: Owner(s) shall not enter into any contract, Agreement, or relationship with any employee or agent of the City of North Miami to have any interest, direct or indirect in the HOME funds provided on behalf of Owner(s) pursuant to this Agreement or concerning this Project.
29. Grievance Procedure: Disputes between the Owner(s) and Contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the following grievance shall apply:
  - a. The Owner(s) should initially inform the Contractor and Housing Manager of the grievance.
  - b. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Housing & Social Services.
  - c. The Director or his/her designee, will meet with both the Contractor and the Owner(s) in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.
  - d. A formal written notification of the resolution will be issued, via certified mail, to both Owner(s) and Contractor.
  - e. Resolution Options shall include:
    - Outline a corrective action plan to include a deadline to cure; or
    - The City as a resolution of the grievance, may release funds to the Contractor for items on the work write-up which are completed and undisputed; or
    - The entire contract amount may be released to the Contractor as determined by the Director; or
    - The Director may also opt to terminate the agreement between Owner(s) and Contractor, release funds to the Contractor for items on the work write-up which are completed and undisputed and award the remainder of the work to the next lowest responsible bidder according to the bid tab sheet. The City will keep documents and records of the grievance procedure.
28. 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 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: City Manager

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

If to Owner(s): Jean Mathurin  
758 NW 121<sup>st</sup> Street  
North Miami, Florida 33168

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.

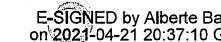
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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

  
Witness  
Date: 9/20/2021

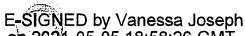
  
Jean Mathurin, Owner  
Date: 04/20/21

**APPROVED BY:**

  
E-SIGNED by Alberte Bazile  
on 2021-04-21 20:37:10 GMT  
Alberte Bazile, MBA  
Housing & Social Services, Director

April 21, 2021  
Date: \_\_\_\_\_

**ATTEST:**

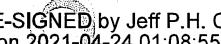
  
E-SIGNED by Vanessa Joseph  
on 2021-05-05 18:58:26 GMT  
Vanessa Joseph, Esq., City Clerk  
May 05, 2021  
City Clerk Date Signed

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

  
E-SIGNED by Theresa Therilus  
on 2021-05-05 16:16:34 GMT  
Theresa Therilus, Esq., City Manager  
May 05, 2021  
City Manager Date Signed

R.L.

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
E-SIGNED by Jeff P.H. Cazeau  
on 2021-04-24 01:08:55 GMT  
Jeff P. H. Cazeau, Esq., City Attorney  
April 24, 2021  
City Attorney Date Signed

**EXHIBIT "A"**

**SCOPE OF SERVICES**

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

**EXTERIOR**

**01) INSTALL NEW GUTTER & DOWNSPOUT** **\$ 1,800.00**

Install new 6" seamless metal gutter and downspout system at the appropriate slope (on the entire house). The Homeowner will select color from standard stock colors. Install new 18" concrete splash blocks at downspouts, discharging the water away from any foundation.

**02) REPLACE ALL WINDOWS WITH IMPACT RESISTANT WINDOWS**

**\$ 9,100.00**

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

Remove all security bars/tracks and leave with homeowner. Remove existing windows and install, in the same configuration as the existing windows, new HURRICANE impact, replacement windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The impact windows and its components shall be installed in strict compliance with the Product Approval.

- **In the bedroom** –Install a code approved egress window as required.
- Install tempered and obscure glass in bathroom window.
- 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.

**03) INSTALL EXTERIOR DOORS (2)** **\$ 2,250.00**

**Locations:** (1) Front door (North Elev); (1) (W side)

Deteriorated exterior door is not weather tight. Door locks are worn and need to be replaced. 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 six panel impact resistant **1/4" glass impact resistant exterior door (front)** complete with jamb, casing, brick molding to replace the front door (South elevation). Door must be 1-3/4 inch solid core door.
- Furnish and install new out-swing **6 panel impact resistant exterior door** complete with jamb, casing, brick molding to replace the rear door (North elevation). Door must be 1-3/4 inch solid core door.
- **Install panoramic peephole**, aluminum weather-stripping saddle, weather-stripping & spring/chain stop on all exterior doors including the one not installed..
- 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. Material allowance for knob and deadbolt is \$50.00 per set.
- The painting of the door is covered under the exterior painting below.
- 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 Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

#### **04) REMOVE AND REPLACE OVERHEAD GARAGE DOOR AND OPENER \$ 2,500.00**

Reason for replacement: existing overhead garage door is damaged, deteriorated and out of compliance with the FBC & Miami-Dade codes for a hurricane protected opening.

Remove and replace the overhead garage door. The new overhead garage door should be made of metal: discuss with Homeowner panel design. The new overhead garage door should not require painting. Paint overhead garage door if unfinished per manufacturer recommendations.

Homeowner will select a standard color and style. Repair all damaged walls inside and out, caused by door removal. Any modifications or repairs work to stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces. Apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb, and casing. Install the new overhead garage door with it components in strict compliance with the Florida Building Code, Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). This item requires a permit.

- a) Provide an outside key lock and turn-handle.
- b) Provide a garage door with screened vent between the garage floor level and no higher than 7" above the garage floor level. Vents provide within an approved garage door as per the manufacturer and the Florida Building Code, Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).
- c) Power the new overhead garage door opener with ½-hp motor. Modify any electric to accommodate the new overhead garage door opener.
  - o Provide ceiling support for the garage door opener.
- d) Electrical - under this work item install a ceiling electrical receptacle for the new overhead garage door opener. This requires an electrical permit.

**05) PRESSURE CLEAN AND PAINT SURFACE OF HOUSE** **\$ 4,200.00**

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, and iron fence. 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.**

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), porch and 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.**

Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

## 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.

**06) CEILING:** **\$ 2,500.00**

### LOCATIONS: THROUGHOUT (NE Bedroom)

Reason for repairing: Existing ceiling has water-damaged. Provide the labor and material to remove the ceiling in the NE bedroom and haul away. Remove all water-damaged and water stained ceiling material, including the insulation and damaged wood. Haul away immediately. Frame and/or fur-out the ceiling install a 5/8" drywall ceiling, tape and finish to a smooth finish. Install the required backing or furring strip, hide electrical conduit/wiring, patch to a smooth finish and paint the entire ceilings. Homeowner will select the paint color.

Paint per the General Paint Specifications.

- Provide a smooth ceiling finish. Paint ceiling from cut-line to cut-line. The Homeowners will select the paint color. **Apply two (2) coats of primer and one (1) coat of paint.** 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.**

**7) MAIN BATHROOM TOTAL RENOVATION** **\$ 9,500.00**

**PROVIDE LABOR AND MATERIAL TO RENOVATE BATHROOM. REMOVE AN APPROXIMATE 10 FEET OF CAST IRON PIPE IF PRESENT INCLUDING THE DISCHARGE AND REPLACE WITH PVC (This should be included in the bidding price)**

**Pictures and inspection required prior to removal.**

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.

- Completely remove and discard 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/bath area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.
- Floor –Provide labor and materials to remove flooring to the framing, repair floor joists. Install plywood and underlayment, install new ceramic floor tiles in thin-set mortar. 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.

c) Install new steel tub, fixtures and drain assembly.

- 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.
- 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.
- 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.
- Showerhead must be Water Sense labeled, using no more than 2.0 gallons of water per minute.
- 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.

Transpose toilet and cabinet location.

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.

- 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.**

- 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.
- 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).
- Install new supply tubes. Install new drain assembly for the sink. Install shut off valves.
- Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall. 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, and ADA approved. 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). Provide tamper proof GFCI Receptacle(s), in the bathroom.

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.

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 select the color from standard stock.

**8) TANKLESS WATER HEATER**

**\$ 3,000.00**

Remove existing water heater in the garage. Within the same area, as the existing unit, install a new electric tankless water heater unit. The new tankless 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. Correct hot water heater electrical code violation: supply line should be hardwired, per NEC 422.31(b)

Disconnect Requirement 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 Homeowner 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.

**ELECTRICAL AND PLUMBING PERMITS REQUIRED.**

**TOTAL REHAB AMOUNT: \$34,850.00**

**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. HOME 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.

### Payment Schedule

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**  
(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. HOME 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 #** 7036  
**DATE** 12/28/2020  
**DUE DATE** 01/27/2021  
**TERMS** Net 30

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<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
12/14/2020	Chapter 7 Lead Inspection.  Jean Mathurin 758 Northwest 121st Street North Miami, Florida	375.00
	AGC-20-0563	

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<b>THANK YOU FOR YOUR BUSINESS!</b>	<b>BALANCE DUE</b>	<b>\$375.00</b>
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