

**AMENDMENT TO  
NORTH MIAMI COMMUNITY DEVELOPMENT AGENCY HOUSING  
IMPROVEMENT PROGRAM AGREEMENT**

**THIS AMENDMENT TO THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY HOUSING IMPROVEMENT PROGRAM AGREEMENT** ("Amendment") is entered into this day \_\_\_\_\_, between **Marie Casimir and Joanne Casimir** ("Owner") living at 1164 NE 130 Street, North Miami, Florida 33161, **North Miami Community Redevelopment Agency** ("NMCRA"), a public body corporate and politic, having its principal office at 735 NE 125<sup>th</sup> Street, Suite 100, North Miami, Florida 33161, and Lamothe Investment & Construction, LLC ("Contractor") having its principal business address at 240 NW 128<sup>th</sup> Street, Miami, Florida 33168, collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on July 22, 2021, the Parties entered into a NMCRA Housing Improvement Program ("Agreement") which is attached hereto as Exhibit "B"; and

**WHEREAS**, the City desires to amend the Agreement to include additional rehabilitation services ("Services") as evidenced in the revised scope of services attached hereto as Exhibit A - Revised Scope of Services; and

**WHEREAS**, the Services are estimated to cost an additional One Thousand Nine Hundred Fifty-Six Dollars and 00/100 (\$1,956.00).

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

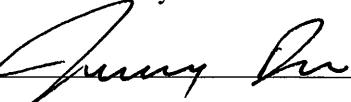
1. **Article 1** is hereby amended to reflect a total amount of Twenty-One Thousand Eight Hundred Eighteen Dollars and 00/100 (\$21,818.00) being utilized for the rehabilitation of the subject property.
2. **Article 19** is hereby amended to reflect a limitation on liability amount of Twenty-One Thousand Eight Hundred Eighteen Dollars and 00/100 (\$21,818.00).
3. **Exhibit A - SCOPE OF SERVICES** is hereby amended to include the additional services and revised total contract amount. The revised Scope of Services is included hereto as Exhibit A – Revised Scope of Services
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: 

Print Name: Jimmy Desir

Date: 3-28-22

By: 

Print Name: Jimmy Desir

Date: 3-28-22



Witness

Date: 3/28/22

APPROVED BY:

Alberte Bazile, MBA  
Housing & Social Services, Director

ATTEST:

Vanessa Joseph, Esq., NMCRA Secretary

NMCRA Secretary Date Signed

**OWNER**

By: 

Print Name: Marie Casimir

Date: 3-28-22

By: 

Print Name: Joanne Casimir

Date: 3-28-22

**CONTRACTOR:**  


By:   
Lamothee Investment & Construction LLC

Date: 3/28/22

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

**North Miami Community Redevelopment Agency, a public body corporate and politic**

Gayle McDonald, Interim Executive Director

Interim Executive Director Date Signed

Approved as to form and legal sufficiency:

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Spiritus Law, NMCRA Attorney

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NMCRA Attorney Date Signed

## EXHIBIT A - REVISED SCOPE OF WORK

### 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.**

**Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.**

**Forms MUST contain the Homeowner signature.**

**Forms MUST contain the Inspector's Wind Mitigation Certificate of Completion**

**1) REPLACE EXTERIOR WINDOWS (ALL) \$ 13,004.00**

***The Contractors will verify measurements/dimensions and total number of openings to receive new windows.*** Remove existing security bars and give back to homeowner. Remove existing windows and install, in the same configuration as the existing windows, new single hung, hurricane- 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 hurricane-impact windows and its components shall be installed in strict compliance with the

## EXHIBIT A - REVISED SCOPE OF WORK

Product Approval.

- 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  $\frac{1}{2}$ " 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.

### **02) INSTALL EXTERIOR DOOR- COMPLETE (2) \$ 1,860.00**

**Front Door must have quarter glass impact door. Remove existing security doors and give back to homeowner.**

Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing **impact resistant  $\frac{1}{4}$ " glass exterior door** complete with jamb, casing, brick molding at front door. Doors 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 (South elevation). Door must be 1-3/4-inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop at both doors.
- 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.

## EXHIBIT A - REVISED SCOPE OF WORK

- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid-grade or better of the City approved brands, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar)**. Housing Inspector shall verify brand and VOC level.

### **03) PRESSURE CLEAN AND PAINT** **\$ 4,998.00**

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed.**

- 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. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.

Homeowner will select a maximum of three colors. Prime all joints as necessary. Protect adjacent areas before the painting process. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface to prime. Tint the primer to the color selection. Prime the entire property. **Call Housing Inspector for inspection**

Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. **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 leave to homeowner for future use.**

## EXHIBIT A - REVISED SCOPE OF WORK

- Replace all loose and missing stucco siding. 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.
- **\*\*\* Awnings, security bars, Fence must be sanded to remove paint build up and paint with an oil based paint.**

### 4) ADDITIONAL SERVICES: **\$ 1,956.00**

- Backdoor was installed directly on two (2) posts without frame. Both posts are rotten and need to be replaced, as well as lintel **\$356.00**
- The previous window was installed without lintel; top framing has to be done to match window size **\$307.00**
- The 2"x 6"x 10' on the top of the window is totally rotten. Replacement is required **\$520.00**
- Rotten beam replacement **\$698.00**
- Electrical wiring handling **\$75.00**

**TOTAL CONTRACT AMOUNT: **\$ 21,818.00****

## Change Order

Company Name: Lamothe Invest. & Const. LLC

Date: 02/01/2022

Address: 240 NW 128<sup>th</sup> Street

Owner: Marie Casimir

City, State, Zip: North Miami, Fl. 33168

Contractor: Fritz Lamothe

Phone Number: 305-588-2521

Change Order #: 1

Original contract date: 07/22/2021

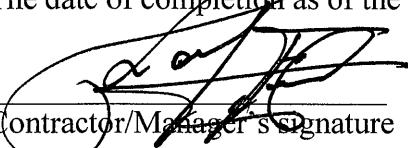
Change Order Description:	
a)	Back door was installed directly on the 2 posts without frame. Both posts are rotten and need to be replaced, as well lintel. See exhibit # 1 for details. \$ 356.00
b)	The previous window was installed without lintel. Top framing has to be done to match window size. See exhibit # 2 for details. \$ 307.00
c)	The 2"x6"x10' on the top of the window is totally rotten. Replacement is required. See exhibit # 3 for details. \$ 520.00
d)	Rotten beam replacement. Exhibit # 4 for details. \$ 698.00 \$ 750.00
e)	Electric wiring handling. Exhibit # 5 \$ 75.00

The original contract sum was: \$ 19,862.00

Total amount of this change order: \$ 1,956.00

The new contract amount including this change order: \$ 21,818.00

The date of completion as of the date of this change order is: 02/28/2022

  
Contractor/Manager's signature

  
Housing Inspector

  
HSS Director

  
Homeowner's signature

  
HSS Assistant Director  
Housing Administrator

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
HOUSING IMPROVEMENT PROGRAM AGREEMENT**

**THIS AGREEMENT** is entered into this day of July 22, 2021, by and among the following: **Marie Casimir and Joanne Casimir** ("Owner")s, Owner(s) of the subject property; the **North Miami Community Redevelopment Agency** ("NMCRA"), a public body corporate and politic, having its principal office at 735 NE 125<sup>th</sup> Street, Suite 100, North Miami, Florida 33161; and **Lamothe Investment & Construction LLC.**, ("Contractor"), having its principal business address at 240 NW 128<sup>th</sup> Street, North Miami, FL 33168, collectively referred to as "Parties", regarding the rehabilitation of the real property legally described as:

Lot 6, In Block 3, of SECOND PLAT OF PRIMROSE PARK, according to the Plat thereof, as Recorded in Plat Book 45, at page 72, of the Public Records of Miami-Dade County, Florida a/k/a 1164 NE 130<sup>th</sup> Street, North Miami, Florida 33161 (subject property).

**WITNESSETH:**

**WHEREAS**, the City of North Miami ("City") has established the Citywide "Housing Improvement Program" ("Program") sponsored by the North Miami Community Redevelopment Agency ("NMCRA") to provide assistance to eligible homeowners for the purpose of providing financial assistance to income eligible residents of North Miami living within the NMCRA boundaries, who are in need of repairs and beautification of their property (Project); and

**WHEREAS**, the Program is funded by the NMCRA and will be administered by the City's Housing and Social Services Department; and

**WHEREAS**, for purposes of administration of the Program, the City shall act as the agent of the NMCRA ("Agent"); and

**WHEREAS**, the Agent utilizes approved funding from the NMCRA in administering the Program; and

**WHEREAS**, the Owner(s), legal Owner(s) of the property described above, 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 in the amount of Nineteen Thousand Eight Hundred Sixty-Two Dollars and 00/100 Cents (**\$19,862.00**) which the Agent will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. NMCRA Funds in the amount of Nineteen Thousand Eight Hundred Sixty-Two Dollars and 00/100 Cents (**\$19,862.00**) are being utilized for the purpose of beautifying the subject property located within the NMCRA boundaries

2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
  - The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the Parties under the Program and that the Parties agree to abide by and comply with their roles and responsibilities;
  - Program Regulations and Contractor Method of Payment, attached as Exhibit "B."
3. The Agent, has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. Homeowner(s) is receiving a grant from the NMCRA secured by the above described property. In consideration thereof, homeowner(s) agrees to cooperate promptly with the Agent, and its agents in the correction or completion, as well as the updating of any agreement documents, if deemed necessary or desirable by the NMCRA. 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.
5. The Project shall be performed in accordance with the applicable codes, ordinances and Statutes of the State of Florida, the City and Metropolitan Dade County.
6. 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. 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:

"North Miami Community Redevelopment Agency"  
ISAOA ATIMA  
(Its Successors and/or Assigns as Their Interests May Appear)  
735 NE 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161-5654"

7. The Parties acknowledge and agree that funds provided derive from the NMCRA for the uses and purposes referred to in this Agreement.
8. The Owner(s) is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner(s) may achieve compliance by obtaining the required coverage. Failure of Owner(s) to obtain and provide the Agent with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.
9. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.
10. Awards exceeding Ten Thousand Dollars (\$10,000.00) will require a lien placed on the property through a recorded promissory Note and Mortgage for a period of five (5) years from this Agreement execution.
11. 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 five (5) years of this Agreement's execution, such an event shall be considered a default unless the property Owner(s) agrees to repay 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 NMCRA.
12. 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 five (5) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the NMCRA.
13. 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 NMCRA'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.
14. The Agent may, periodically, inspect the property for the purpose of assuring compliance with this Agreement.
15. In the event the Owner(s) or Contractor prevents the Agent from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the Agent from complying with federal, state or local laws, the Agent 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(s) or Contractor to prevent or deny the Agent's inspection of the project will constitute a default of this Agreement, and the NMCRA shall be entitled to exercise any and all remedies at law or equity.

16. 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 twenty percent (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 Agent. 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 NMCRA should such termination or cancellation by the Owner(s) occur.
17. The Owner(s) shall not release or amend this Agreement without the prior written consent of the Agent.
18. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the Agent, the NMCRA shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
19. The NMCRA desires to enter into this Agreement only if by so doing the NMCRA 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 Nineteen Thousand Eight Hundred Sixty-Two Dollars and 00/100 Cents (**\$19,862.00**) Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the NMCRA for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of Nineteen Thousand Eight Hundred Sixty-Two Dollars and 00/100 Cents (**\$19,862.00**), less the amount of all funds actually paid by the Agent 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 NMCRA's liability as set forth in Section 768.28, Florida Statutes.
20. The Owner(s) and Contractor shall hold harmless, indemnify and defend the NMCRA, its Agent, 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.
21. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
22. In the event of a default, the Agent may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the Agent's mailing notice of default, the Agent may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the Agent, shall set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.

23. In the event of a default, the NMCRA, shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the NMCRA's right and remedies against the defaulting party. The NMCRA 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), 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 of the grant, 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 Agent a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure 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. Default by an Owner(s) on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.
- d. Insolvency or bankruptcy by the Owner(s) or by the Contractor.
- e. Failure by the Contractor to maintain the insurance required by the NMCRA.
- f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the Agent.

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

26. The Owner(s) shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 9I-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.

27. Notices and Demands: All notices, demands, correspondence and communications between the Agent, Owner(s) and Contractor 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 NMCRA: North Miami Community Redevelopment Agency  
735 NE 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161

Attn: NMCRA Executive Director

With copies to:

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

If to Contractor:

Lamothe Investment & Construction LLC.  
MGD Consultant LLC (Registered Agent)  
240 NW 128<sup>th</sup> Street  
North Miami, Florida 33168

If to Owner(s):

Marie Casimir and Joanne Casimir  
1164 NE 130<sup>th</sup> Street  
North Miami, Florida 33161

or to such address and to the attention of such other person as the NMCRA, Agent, Contractor or Owner(s) may from time to time designate by written notice to the others.

28. 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.
29. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
30. 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.
31. 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.

[The remainder of this page is intentionally left blank]

**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: 7/15/21

Witness

Date: 7/16/21

Witness

Date: 7/16/21

**APPROVED BY:**

E-SIGNED by Alberte Bazile  
on 2021-07-16 19:24:00 GMT

Alberte Bazile, MBA  
Housing & Social Services Director

**ATTEST:**

E-SIGNED by Vanessa Joseph  
on 2021-07-22 13:19:12 GMT

Vanessa Joseph, Esq., NMCRA Secretary

July 22, 2021  
NMCRA Secretary Date Signed

Marie Casimir

Marie Casimir, Owner

Date: 7/15/21

Joanne Casimir

Date: 7/16/21

**CONTRACTOR:**

By: John D. Casimir

Date: 07/16/2021

Date: July 16, 2021

**North Miami Community Redevelopment  
Agency, a public body corporate and politic**

E-SIGNED by Rasha Soray-Cameau  
on 2021-07-19 14:09:57 GMT

Rasha Soray-Cameau, MBA, FRA-RP Executive Director

July 19, 2021  
Executive Director Date Signed

Approved as to form and legal sufficiency:

E-SIGNED by Steven Zelkowitz  
on 2021-07-17 19:28:55 GMT

Steven W. Zelkowitz, Esq., NMCRA Attorney

July 17, 2021  
NMCRA Attorney Date Signed

**Exhibit A**

**SCOPE OF SERVICES**

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

**GENERAL CONDITIONS**

All interior and exterior work shall be done in a clean, professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

**Contractor shall not place any debris or equipment on adjacent properties.** Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition daily. All related construction items removed or replaced shall become the property of contractor unless prior agreement with Homeowner has been reached in writing and approved by Housing Inspector. The contractor shall not use the Homeowner's residential bulk pickup and the regular trash pickup system to remove construction debris.

The Contractor shall provide all necessary materials, equipment and shall perform the services with the standard of skill, care and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City of North Miami. This includes the current Florida Building Code with the latest revisions. All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, etc.) Failure to comply with general conditions may result in suspension or removal from the program.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed in the time limit(s) specified and in accordance with the plans and Work Specifications.

The Contractor must obtain all required permits within 30 days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion: no later than thirty (30) days for exterior work and ninety (90) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

*All permits, inspections, process fees, Notice of Commencement/ Termination, wind mitigation report, and engineering or survey required to complete the following tasks shall be the responsibility of the Contractor.*

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 10-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Homeowner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

No verbal agreements are to be made between the Contractor and Homeowner. It is understood that the work contained in these specifications shall be done. **There shall be no private agreements of any kind between the Homeowner and the Contractor.**

No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department, a request for modification, or other instances as deemed necessary to complete the project. If said changes occur, a Change Order shall be approved and executed by the Homeowner, the Contractor, and the City prior to the start of the change order work.

If at any point in the following Specifications a "maximum retail price" is quoted for an item to be installed, the Homeowner will be responsible for selecting and approving this item within the quoted price range. The Contractor must have written acceptance from the Homeowner, prior to the installation of this product.

Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufacturers of vendor's names, trade names, model numbers, catalog numbers, or otherwise, the CITY, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "**no substitution is permitted**" because of form, fit, function and quality, any material, item, article, appliance, or equipment from other manufacturer's and vendors which will perform or serve the requirements of general design will be considered equally acceptable provided the material, item, article, appliance, or equipment so proposed is, in the sole opinion of the CITY, equal in substance, approval granted by the CITY in the form of an executed change order prior to the installation of the material, item, article, appliance, or equipment.

When a specification refers to an "allowance", the Contractor is to permit the Homeowner to select the product to be installed, providing the pre-tax cost of the product does not exceed the allowance. The product selected must meet the standards specified in these specifications.

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written

approval from the Home Owner or Condo Association and/or Property Manager for all work items. The Contractor acknowledges that the agent of the City shall perform pre and post inspections of all work performed. Final and full payment for all work completed pursuant to the Work Specifications (as amended/modified, if applicable) shall be made upon completion of all inspection(s) required by the program and the work has been deemed satisfactory.

Homeowner shall provide the Contractor access to the property: Monday thru Saturday between 8am and 6pm.

Homeowner shall provide the water and electric services necessary to accomplish this work.

It is the Homeowner responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to rugs, furniture, antennas and alarm system.

Contractor shall repair/relocate any phone wires affected by this work, Homeowner responsible for all TV cables or satellite wiring.

Contractor shall be responsible for any damage done to Homeowner's home, furnishings and personal property, because of the work performed by Contractor under these Bid Specifications.

*Lead Based Paint Testing Report was provided to each contractor attending the Pre-Bid Conference: by signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears, it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.*

#### **PROJECT PICTURES**

**Contractor must provide a complete set of digital project pictures before the final payment.**

**Complete set of pictures include:**

- 1. Before construction pictures**
- 2. In-progress construction pictures**
- 3. Final pictures**

## 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.**

**Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.**

**Forms MUST contain the Homeowner signature.**

**Forms MUST contain the Inspector's Wind Mitigation Certificate of Completion**

#### 1) REPLACE EXTERIOR WINDOWS (ALL) **\$ 13,004.00**

*The Contractors will verify measurements/dimensions and total number of openings to receive new windows.* Remove existing security bars and give back to homeowner. Remove existing windows and install, in the same configuration as the existing windows, new single hung, hurricane- 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

hurricane-impact windows and its components shall be installed in strict compliance with the Product Approval.

- **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  $\frac{1}{2}$ " 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.

02) INSTALL EXTERIOR DOOR- COMPLETE (2) \$ 1,860.00

**Front Door must have quarter glass impact door. Remove existing security doors and give back to homeowner.**

Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing **impact resistant 1/4" glass exterior door** complete with jamb, casing, brick molding at front door. Doors 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 (South elevation). Door must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop at both doors.
- 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.

- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid grade or better of the City approved brands, i.e., **Benjamin Moore (Aura or EcoSpec)**, **Sherwin Williams (Harmony)**, **Glidden/ICI (Life master)** **PPG (Pure Performance)**, **Olympic (Valspar)**. Housing Inspector shall verify brand and VOC level.

**03) PRESSURE CLEAN AND PAINT** **\$ 4,998.00**

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

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

- 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. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.

Homeowner will select a maximum of three colors. Prime all joints as necessary. Protect adjacent areas before the painting process. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface to prime. Tint the primer to the color selection. Prime the entire property. **Call Housing Inspector for inspection**

Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. **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. 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.**
- **\*\*\* Awnings, security bars, Fence must be sanded to remove paint build up and paint with an oil based paint.**

**TOTAL BID AMOUNT:      \$19,862.00**

## 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 executed contract 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 Agent North Miami Community Redevelopment Agency (NMCRA) 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)'s responsibility.

The Owner(s) shall certify that all information furnished when applying for NMCRA Housing Improvement Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain NMCRA Housing Improvement Program funds was determined, this Agreement may be canceled by the Agent NMCRA and the Owner(s) shall be required to immediately return to the Agent any sums expended by the Agent in repairing or purchasing the Owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. **PENALTY FOR FALSE OR FRAUDULENT STATEMENT.** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."

### **Commencing Work**

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice of Commencement 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**

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 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.

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 Agent.

ADDITIONALLY, ALL PARTIES AGREED TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.