

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
ELDERLY EMERGENCY REPAIR PROGRAM
GRANT AGREEMENT

THIS AGREEMENT is entered into this day of January 27, 2023, by and among the following: **Lucienne Louissaint** ("Owner"), Owners of the subject property; the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **Apex-Tech Electrical & Air Conditioning Inc.** ("Contractor"), having its principal business address at 12490 NE 7th Avenue, Suite 216, North Miami, Florida 33161, collectively referred to as "Parties", regarding the rehabilitation of the real property legally described as:

The South ½ of Lot 15, and all of Lot 16, in Block 5, of GRIFFING BISCAVNE PARK ESTATES, according to the Plat thereof as recorded in Plat Book 8 at Page 123 of the Public Records of Dade County, Florida a/k/a 12750 NE 3rd Avenue, North Miami, Florida 33161 (subject property).

WITNESSETH:

WHEREAS, since 1994, the City has received Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide a source of funding for various community and economic development programs and projects; and

WHEREAS, the City has determined through its Consolidated Plan for CDBG funds, adopted by the Mayor and City Council on October 13, 2020, under Resolution 2020-R-116, that it will provide assistance to eligible homeowner within the City for the purpose of rehabilitating their properties ("Project"), in accordance with CDBG criteria; and

WHEREAS, as part of the Consolidated Plan, the City has established the Elderly Emergency Repair Program ("Program") to provide elderly emergency repairs toward exterior home repair services for elderly, age 62 or older, low and moderate-income Owner of single-family homes in the City; and

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

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

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of **Eight Thousand Five Hundred Dollars and 00/100 Cents (\$8,500.00)**, which is acknowledged, the Parties agree as follows:

1. CDBG funds for **Eight Thousand Five Hundred Dollars and 00/100 Cents (\$8,500.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property.
2. The Specifications & Proposal (“Contract Documents”) related to the Project, attached as Exhibit “A”, (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Project, and the Parties agree to abide by and comply with their respective roles and responsibilities.
3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
5. The Owner agrees to maintain the Property in good condition after the Project is completed. If the Property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy.
6. The Parties acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
7. The Owner acknowledges that the Property is currently occupied as their primary residence, and agree to continually occupy the Property as their primary residence.
8. The City may seek civil action and penalties including court costs, attorneys’ fees and reasonable administrative expenses should Owner fails to comply with the foregoing covenants and restrictions.
9. The City may, periodically, inspect the Property for the purpose of assuring compliance with this Agreement.
10. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner or Contractor to prevent or deny the City’s inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
11. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 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 City. The Contractor shall be compensated from the funds provided to this Project.

12. The Owner shall not release or amend this Agreement without the prior written consent of the City.
13. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the Property.

14. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.
15. 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 **Eight Thousand Five Hundred Dollars and 00/100 Cents (\$8,500.00)**. Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **Eight Thousand Five Hundred Dollars and 00/100 Cents (\$8,500.00)**, less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.
16. The Owner and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.
17. The Owner and Contractor shall not sublease, transfer or assign any interest in this Agreement.
18. In the event of a default, the City may mail to the Owner and the Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall set the amount of compensation to be paid to the Contractor for the work completed up to the time of termination, including replacement of all work areas to a suitable condition.
19. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of

such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

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

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

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

- b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
- c. Insolvency or bankruptcy by the Owner or by the Contractor.
- d. Failure by the Contractor to maintain the insurance required by the City.
- e. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.
- f. The breach of any term or condition of this Agreement.

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

- a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
 1. In the event the Owner files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.
 2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361.
 3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner 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 shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense.

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

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

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

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned or granted by the City shall be secured by a lien on the 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.

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

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

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The

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

- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.
 - c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 21 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner, against the Contractor including, but limited to, any claim or right of recoupment.
23. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
24. The Owner shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.).
25. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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

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

If to Contractor: Apex-Tech Electrical & Air Conditioning Inc.
Stephane Wilthan Lherisson, Registered Agent
12490 NE 7th Avenue Suite 216
North Miami, Florida 33161

If to Owner: Lucienne Louissaint
12750 NE 3rd Avenue
North Miami, Florida 33161

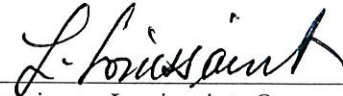
or to such address and to the attention of such other person as the City, Contractor or Owner may from time to time designate by written notice to the others.

26. 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.
27. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
28. 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.
29. 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.

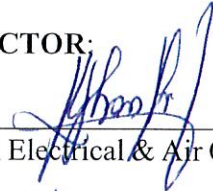
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

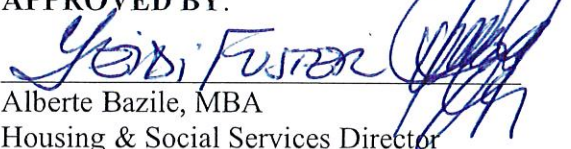

Witness
Date: 1/24/23


Lucienne Louissaint, Owner
Date: 1-24-2023


Witness
Date: 1/24/23

CONTRACTOR:
By: 
Apex-Tech Electrical & Air Conditioning Inc
Date: 1/24/23

APPROVED BY:

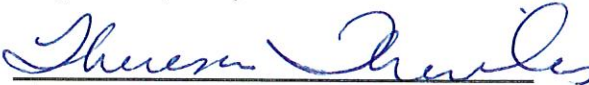

for Alberto Bazile, MBA
Housing & Social Services Director

Date: 1/24/23

ATTEST:


Vanessa Joseph, Esq., City Clerk
1/27/2023
City Clerk Date Signed

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


Theresa Therilus, Esq., City Manager
1/24/2023
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Jeff P. H. Cazeau, Esq., City Attorney
1/24/2023
City Attorney Date Signed

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 & Social Services Administration. 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 fifteen (15) 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 one hundred twenty (120) 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 report 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 5/10/15-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, any 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.

INTERIOR

01) REPLACEMENT OF CENTRAL AIR CONDITIONING SPLIT SYSTEM \$ 8,500.00

Remove existing air-handler and outside condensing unit. Haul away all debris from property at once. Within the same locations, as the existing units, install a new RHEEM air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. Acceptable labeled brand equipment is Rheem, same as the existing equipment. Upon completion of work, the contractor shall provide the homeowner with the manufacturer's informational equipment package, equipment warranty with a minimum ten (10) years compressor warranty and contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications, FBC including FBC Energy conservation; make all the necessary modifications.

This item requires a permit.

- Install the air handling unit with a filter compartment with a door or cabinet access panel attached directly to the air-handler, to protect the coils. Removing the filter must be free of all obstruction.
- Modify or rebuild supply air plenum to accommodate the new AHU per manufacturer specifications.
- Provide heat loss and heat gain load calculations to properly size the replacement equipment.
- Size the electric heat strip to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- The installation of the air conditioning system must be in accordance with the manufacturer's recommendations and specifications, including refrigerant line sizes and length. Where

refrigerant lines exist, it will be permissible to use existing ones, if they meet all the following criteria: -Suction line size does not reduce the capacity factor below 0.96. – Suction line size is within the manufacturer's printed guidelines.

- Install the air-handling unit in a separate independent closet. **Seal, patch and paint inside the air-handling closet before installing equipment. Seal all air leaks in the supply and return air plenums, adhere to FPL's standards for duct repairs.**
- Verify supply air outlet to each room (including the bathroom and the utility room): provide missing supply air ductwork and outlets.
- Verify return air outlet to each room: provide missing return air system to each room, except the kitchen and bathroom.
- Replace all damaged and missing supplies and return air registers.
- Discuss with the homeowner the options of any new placement of the air conditioning equipment and vents prior to installing the same; homeowner to sign off on final design. Homeowners must approve in writing any new location of equipment and vents.
- <http://www.ceedirectory.org> – Split air conditioning system shall have a minimum SEER rating of 16 and minimum EER rating 12.0, ENERGY STAR qualified and labeled accordingly. Prior to purchasing air conditioning equipment, the contractor must verify SEER rating and ENERGY STAR qualified equipment with Air-conditioning, Heating, and Refrigeration Institute (AHRI). To obtain required printout, visit <http://www.ceedirectory.org> / or call AHRI at 703-600-0384 for assistance.
- If equipment is not on an aluminum stand, patch and paint all stands and brackets, to match the surroundings.
- Provide new: touch screen 7-days programmable digital thermostat, acceptable models are Lux Products TX9600TS and Honeywell RTH7600D or approved equal.
- Provide new: high and low, voltage electric service and equipment concrete pad and stand.
- Upgrade and/or modify the electric as required (per building code), to accommodate the new air conditioner.
- Provide a new AC exterior disconnect box on the roof top. (Provide pictures (with reference points) of the disconnect box.
- Modify walls, ceilings, closets, and doors to accommodate the new and removal of equipment and/or filters, supply, return air ductwork and outlets. Modification or repairs work to stucco,

drywall, paint, caulk, and/or tile, etc. should match existing adjacent surfaces. Paint patched areas from cut-line inspection.

- Power vacuum cleans the existing ductwork. Provide verification of cleaning upon final inspection.
- Install a condensation drain line, with a condensation pump, through the attic or concealed within the walls; and clean out existing condensation lines, if reused. Install the drain line so it does not block service access to the AHU.
- Make provisions for disconnecting and cleaning of the primary drain line should it become necessary, i.e., install a clean-out tee in the primary drain line with a cap on the top of the tee.

Install a “P” style drain trap on the condensation drain line as close as possible to the AHU.

The contractor must provide a one-year warranty on parts and a five-year warranty on the compressor.

TOTAL CONTRACT AMOUNT: \$8,500.00

SECTION 3 CLAUSE AND PROVISIONS

This section establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Requirements.

(a) *Employment and training.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5; or
 - (ii) A YouthBuild participant.

Section 3 safe harbor.

(a) ***General.***

Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in 24 CFR 75.19, and
- (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) ***Establishing benchmarks.***

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to 24 CFR 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per 24 CFR 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in 24 CFR 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

Reporting.

(a) *Reporting of labor hours.*

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in 24 CFR 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) **Reporting frequency.** Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

SECTION 3 IMPLEMENTATION

- (A) The City of North Miami, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards

contracts to Section 3 business concerns according to priorities outlined in its Section 3 Plan.

- (B) Prospective contractors for work in connection with Section 3 covered projects, prior to the signing of the contract, must provide a preliminary statement of work force needs (skilled, semi- skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Greater consideration will be given to those contractors who will have training and employment opportunities for project area residents. This information will be captured on Local Business Opportunities, Employment and Training Plan.

Contractors must commit themselves to a goal and show what they intend to do to reach that goal. Contractors and subcontractors are expected to extend, to the greatest extent feasible, every effort to achieve the numerical goals established by 24 CFR 75.

The bidder/contractor is aware of the requirements under Section 3 of the Housing and Urban Development 1968 and will abide by them. The contractor will abide by its the Local Business Opportunities, Employment and Training requirements to the greatest extent feasible and understands that the requirements will be monitored as part of the contract requirements.

- (C) The Contractor will submit all the required forms for as applicable for review of compliance with Section 3 requirements.

Name of Contractor: _____

Title of RFP or Spec: _____

Spec # or RFP # or Purchase Order Bid No

Will you hire new employees as a result of this contract? Yes [] No []

Contractor: _____

Contractor's Signature and Title _____ Date: _____

AGREEMENT

I/We agree that each item in this specification has been discussed in my/our presence and I/we understand the contents. It is agreed that if unforeseen conditions or additional building code violations are revealed during construction, a non-code related item will be deleted to accommodate the cost of correction. Homeowner further understands that all work items may not be completed based upon budgetary limitations. By our attested signature(s), I/we agree to abide by these conditions.

HOMEOWNER ACKNOWLEDGEMENT / ACCEPTANCE OF SCOPE OF WORK

HOMEOWNER #1 SIGNATURE:

Lucienne Louissaint

Lucienne Louissaint

HOMEOWNER #1 PRINTED NAME:

DATE:

1-24-2023

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME:

DATE:

Jimmy Desir

HOME INSPECTOR SIGNATURE:

Jimmy Desir

HOME INSPECTOR PRINTED NAME:

DATE:

1/24/2023

HOME INSPECTOR'S NOTES:

CONTRACTOR'S SIGNATURE FOR SUBMISSION OF BID

CONTRACTOR SIGNATURE:

[Signature]

CONTRACTOR PRINTED NAME:

DATE:

1/24/23

APEX-TECH, ELECTRICAL & AIR Conditioning

COMPANY NAME:

786 4632139

TELEPHONE:

FINAL ACCEPTANCE OF SCOPE OF WORK (CONTRACTOR AND HOMEOWNER)

HOMEOWNER #1 SIGNATURE:

Louissaint

Lucienne Louissaint

HOMEOWNER #1 PRINTED NAME:

DATE: *1-24-2023*

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME:

DATE:

CONTRACTOR NAME: *APEX-TECH, ELECTRICAL & AIR CON*

CONTRACTOR SIGNATURE:

DATE: *1/24/23*

[Signature]