

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

**THIS AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT** (“Amendment”) is entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), **Regosa Engineering Services, Inc.** (“Contractor”) having its principal business address at 15700 NE 2<sup>nd</sup> Avenue, Miami, Florida 33162, and **Luna Marchand** (“Owner”). The City, Contractor, and Owner shall collectively be referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on January 24, 2023, the Parties entered into a Community Development Block Grant (CDBG) Rehabilitation Program Agreement (“Agreement”) which is attached hereto as Exhibit “A”; 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 Work; and

**WHEREAS**, the Services are estimated to cost an additional Three Thousand One Hundred Fifty Dollars and 00/100 Cents (\$3,250.00).

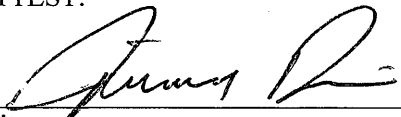
**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 1** is hereby amended to reflect a total amount of Nineteen Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$19,950.00) in CDBG funds being utilized for the rehabilitation of the subject property.
2. **Article 18** is hereby amended to reflect a limitation on liability amount of Nineteen Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$19,950.00)
3. **Exhibit A. Revised SCOPE OF SERVICES** is hereby amended to include the additional requested services and total contract amount.
4. All other terms and conditions of the Agreement remain in full force and effect.

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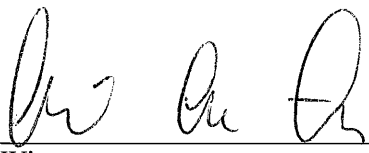
**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

  
\_\_\_\_\_  
Witness

Date: 6/8/2023

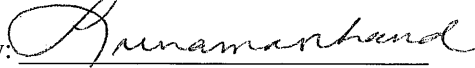
ATTEST:

  
\_\_\_\_\_  
Witness

Date: 6/8/2023

Luna Marchand

"Owner":

By:   
\_\_\_\_\_

Print Name: Luna Marchand

Date: 6/8/23

CONTRACTOR:

Regosa Engineering Services, Inc.

By:   
\_\_\_\_\_

Date: 6/8/2023

**APPROVED BY:**

\_\_\_\_\_  
Alberte Bazile, MBA  
Housing & Social Services, Director

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

ATTEST:

\_\_\_\_\_  
Vanessa Joseph, Esq., City Clerk

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

\_\_\_\_\_  
Rasha Cameau, MBA, FRA-RP, City Manager

\_\_\_\_\_  
City Clerk Date Signed

\_\_\_\_\_  
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
City Attorney Date Signed

## Change Order

Company Name: Regosa Engineering Services Inc

Address: 420 NE 142 Street

City, State, Zip: North Miami FL 33161

Phone Number: 305-542-2328

Date: 05/01/2023

Owner: Luna Marchand

Contractor: Regosa Eng. Svcs

Change Order #: 001

Original contract date: 01/24/2023

### **CDBG AGREEMENT**

Change Order Description:
01. Master Bathroom: Wall framing; remove stucco, remove metal wire mesh,
Repair/Replace vertical framing members in 3 walls.
Plumbing: Sawcut concrete floor, replace and relocate shower draining lines, replace
toilet fitting, backfill, pour new concrete and haul away all debris and demolition.

The original contract sum was:

\$16,700.00

Total amount of this change order:

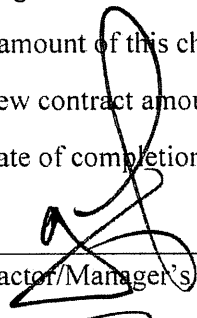
\$3,250.00

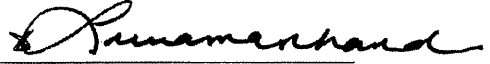
The new contract amount including this change order:

\$19,950.00


The date of completion as of the date of this change order is:

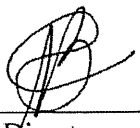
05/01/2023

  
Contractor/Manager's signature

  
Homeowner's signature

  
Housing Inspector

  
HSS Assistant Director

  
HSS Director

**CITY OF NORTH MIAMI**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**REHABILITATION LOAN AGREEMENT**

**THIS AGREEMENT** is entered into this day of January 24, 2023, by and among the following: Luna Marchand, (“Owner”)s, Owner(s) of the subject property; the **City of North Miami** (“City”), a Florida municipal corporation, having its principal office at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161; and **Regosa Engineering Services Inc.**, (“Contractor”), having its principal business address at, **15700 NE 2<sup>nd</sup> Avenue, Miami, Florida 33162**, collectively referred to as “Parties”, regarding the rehabilitation of the real property legally described as:

Lot 3, Block 3, Rucks Park, according to the plat thereof as recorded in Plat Book 44, Page 57, Public Records of Miami-Dade County, Florida a/k/a, 420 NE 142<sup>nd</sup> Street, North Miami, Florida 33161 (subject property)

**WITNESSETH:**

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

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

**WHEREAS**, the Owner(s) has agreed to the Project in accordance with Program specifications; and

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

**NOW, THEREFORE**, in consideration of the mutual promises and the grant money in the amount of Sixteen Thousand Seven Hundred Dollars and 00/100 Cents (**\$16,700.00**), which is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of Sixteen Thousand Seven Hundred Dollars and 00/100 Cents (**\$16,700.00**) are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit “A”); including a lead inspection previously administered as part of the administrative cost associated with the rehabilitation process referenced in Exhibit “B” of this Agreement.

2. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
3. Homeowner(s) is receiving a grant from the City of North Miami, Florida secured by the above described property. In consideration thereof, homeowner(s) agrees to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well the updating of any agreement documents, if deemed necessary or desirable by the City of North Miami. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.
4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
5. The Owner(s) agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner(s) must have an active flood insurance policy. Owner agrees to purchase Homeowner's Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:
  - a. Hazard (or Homeowner's) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
  - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
  - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
  - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

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

It is agreed and understood that the funds provided by the City derive from the CDBG Program and that the funds shall be secured by a non- interest bearing Promissory Note and Money Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of Two Thousand Three Hundred Eighty-Five Dollars and 71/100 Cents (\$2,385.71) each year over a seven (7) year period, until fully forgiven.

8. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default unless the property Owner(s) agrees to re-pay the remaining balance prior to such event. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.
9. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.
10. The Owner(s) and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements
11. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner(s) fail to comply with the foregoing covenants and restrictions.
12. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
13. In the event the Owner(s) or Contractor prevents the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law. Further, action by the Owner(s) or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

14. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owner(s) occur, as provided in paragraph 14, below.
15. The Owner(s) shall not release or amend this Agreement without the prior written consent of the City.
16. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner(s) for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.  
  
In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.
17. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
18. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of Sixteen Thousand Seven Hundred Dollars and 00/100 Cents (**\$16,700.00**). Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of Sixteen Thousand Seven Hundred Dollars and 00/100 Cents (**\$16,700.00**), less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
19. The Owner(s) and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.
20. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
21. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this

Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.

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

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

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

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

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

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

- a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
1. In the event the Owner(s) files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner(s) or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner(s) further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner(s) agrees to waive the notice provisions in effect



pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner(s) acknowledges that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner(s) in favor of the City.
3. In the event the Owner(s) files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner(s) agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner(s) shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner(s) has less than five (5) years of payments remaining on the Note, the Owner(s) agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

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

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

1. The Owner(s) agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner(s) shall file a motion for authorization to

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

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

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

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

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.
- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.
- c. In the event that the Owner(s) defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 22 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11

U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner(s) defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner(s), against the Contractor including, but limited to, any claim or right of recoupment.

26. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
27. The Owner(s) and Contractor shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.).
28. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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

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

If to Contractor: Regosa Engineering Services Inc.  
Gustavo, Velez (Registered Agent)  
15700 NE 2<sup>nd</sup> Avenue  
Miami, Florida, 33162

If to Owner(s): Luna Marchand  
420 NE 142<sup>nd</sup> Street  
North Miami, Florida, 33161

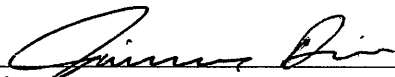
or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.


29. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
30. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.

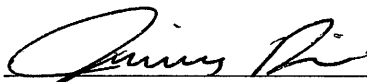
31. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
32. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to 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]

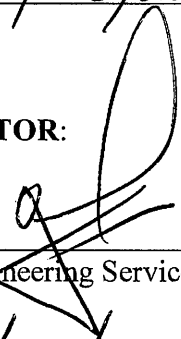
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

  
Witness  
Date: 12/08/2022

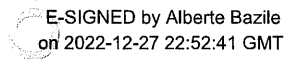
  
Luna Marchand, Owner  
Date: 12/08/2022

  
Witness  
Date: 12/08/2022

**CONTRACTOR:**

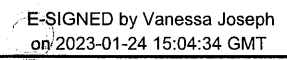
  
By: \_\_\_\_\_  
Regosa Engineering Services, Inc.  
Date: 12/08/2022

**APPROVED BY:**

  
Alberte Bazile, MBA  
Housing & Social Services, Director

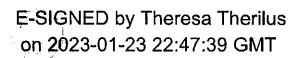
Date: December 27, 2022

**ATTEST:**  
municipal

  
Vanessa Joseph, Esq., City Clerk  
January 24, 2023  
City Clerk Date Signed

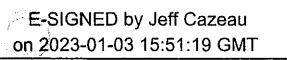
City of North Miami, a FLORIDA

Corporation, "City":

  
Theresa Therilus, Esq., City Manager  
January 23, 2023  
City Manager Date Signed

Y.P.

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

  
Jeff P. H. Cazeau, Esq., City Attorney  
January 03, 2023  
City Attorney Date Signed

## **Exhibit A**

### **SCOPE OF SERVICES**

OWNER and CONTRACTOR agree to undertake the following repairs:

<b>GENERAL CONDITIONS</b>
---------------------------

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.**

**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 with colored pictures.**

## **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**

<b>INTERIOR</b>
-----------------

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level. Upon completion, contractor must provide the Homeowner a list of all paint code numbers per rooms and locations, for later color matching.

**1) REPLACEMENT OF AIR CONDITIONING DUCT \$800.00**

The A/C is not cooling enough in the living room. Provide labor and materials to install four ways air grill to populate the air.

**2) INSTALL NEW SOLID CORE INTERIOR DOOR AND FRAME (1) \$600.00**

**NE bedroom**

Reason for replacement: existing door is deteriorated, delaminating and has holes in the door. Remove existing interior door and frame. Replace deteriorated wood buck, set buck in premium silicone sealant. Haul away all debris from property at once. Within the same opening, install new solid core panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame, Homeowner to select color. Install new hardware on door and frame, including doorstops. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing. a) Door lock shall permit the opening of the locked door from the outside in an emergency.

- Paint the new interior door by applying one coat of LOW VOC primer/sealer and two coats of low 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.

**3) CLOSETS BI-PASS 6 PANEL DOORS (6) \$3,000.00**

- Remove existing closets doors and haul away. Install new Bi-Pass six panel closet doors with appropriate tracks and hardware. Adjust doors to function properly. Paint and finish the doors. The Homeowner will select the color and style.

**4) MASTER BATHROOM TOTAL RENOVATION (WEST) \$11,000.00**

**PROVIDE LABOR AND MATERIAL TO RENOVATE BATHROOM**

**Reinforce all damaged floor joists. Once open the cast iron discharge and sewer line must be replaced of up to ten feet. This shall be included in the bid price and no change order will be approved. ( Provide pictures)**

The intent of the following work item specifications is total renovation of the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes.

a) Completely remove and discard faucet, sink, vanity, toilet, diverter, shower pan, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower/bath area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.

b) Floor –Provide labor and materials to remove flooring, plywood and haul away. Reinforce and or replace floor joist. Remove/replace cast iron discharge and sewer line up to 15 feet. ( Permit required) Prepare floor by reinstall plywood, durock necessary and install new ceramic floor tiles in thin-set mortar. The ceramic floor tile (non-slip) should be designed to meet ADA standards to prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.

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

- o Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.
  - o Install shut-off valves, if missing. Secure showerhead. There is no rear access panel, therefore the adjacent room wall may have to be removed and replaced to perform the repair work. Repair and paint damage walls during the removal.
  - o Install a new showerhead and tub fixture. Controls and operating mechanisms will be operable with one hand and should not require tight grasping. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
  - o Showerhead must be Water Sense labeled, using no more than 2.0 gallons of water per minute.
  - o Walls and ceiling -floor- outside the shower area, prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls of up to 4 feet outside the shower area, floors. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles. . Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.
- Install new vanity and sink/countertop. The new vanity and countertop shall have the same dimensions as the existing, if allow per building code. Discuss the vanity cabinet storage amenities with Homeowner, as the Homeowner will select these amenities from standard stock.
- o The new vanity shall be plywood or solid wood including the doors, no particleboard. CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.
  - o The sink (cultured marble sink) shall be formed as an integral part of the countertop. Homeowner will select the color and style for the cabinet, and sink/countertop from standard stock colors.
  - o New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
  - o Install new supply tubes. Install new drain assembly for the sink. Install shut off valves.

o Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall. Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher, ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).

Provide tamper proof GFCI Receptacle(s), in the bathroom.

Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly.

g) Remove existing interior door and frame. Replace 2x wood buck, if deteriorated or necessary. Within the same opening, install new six panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame. Install new hardware on door and frame. Bathroom door locks shall be designed to permit the opening of the locked door from the outside in an emergency. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing. Install a marble threshold at the entry doorway. The Homeowner shall select the color from standard stock.

##### **5) WOOD BASE BOARD**

**\$1,300.00**

LOCATIONS: NEW BEDROOM, NEW FAMILY ROOM, LAUNDRY ROOM

- Remove existing wood baseboards throughout and haul away. Install new 4" wood baseboard throughout. Discuss with the Homeowner prior to the repair work variations in the colors and design. Follow the interior paint specs.

**TOTAL CONTRACT AMOUNT: \$16,700.00**

## **EXHIBIT "B"**

### **LEAD INSPECTION**

(The lead inspection for said property was previously administered)

#### **LEAD BASE PAINT INSPECTION**

All single-family properties rehabilitated through Federal and/or State funding are subject to lead-based inspections in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. CDBG funds are utilized for the lead-based inspections conducted by Associated Consulting Professionals, Inc.

## Exhibit C

### Program Regulations

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

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

Upon execution of this agreement, the property owner(s) agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. **Property owner/Purchaser acknowledges that individuals will be allowed on the property to take photographs.** All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

### Commencing Work

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

### Method of Payment

Program funds shall be disbursed to the Contractor as follows:

- a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.
- b. Program funds shall be paid upon compliance by the contractor with the following:
  1. Environment Review
    - The National environmental Policy Act (42 U.S.C. 4321, et seq.);
    - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
    - Environmental Review Procedures (24 CFR Part 58);
    - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
    - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

2. Lead Based Paint
  - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
  - HUD Lead Based Paint Regulations (24 CFR Part 35).
3. Asbestos
  - Asbestos Regulations (40 CFR 61, Subpart M);
  - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).
4. Labor Standards
  - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
  - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
  - Federal Labor Standards Provisions (29 CFR Part 5.5).

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

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

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

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

## Exhibit A

### SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

<b>GENERAL CONDITIONS</b>
---------------------------

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.

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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.

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***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.**

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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.

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**Forms MUST contain the Homeowner signature.**

**Forms MUST contain the Inspector's Wind Mitigation Certificate of Completion with colored pictures.**

### **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

<b>INTERIOR</b>
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Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level. Upon completion, contractor must provide the Homeowner a list of all paint code numbers per rooms and locations, for later color matching.

#### **1) REPLACEMENT OF AIR CONDITIONING DUCT \$800.00**

The A/C is not cooling enough in the living room. Provide labor and materials to install four ways air grill to populate the air.

#### **2) INSTALL NEW SOLID CORE INTERIOR DOOR AND FRAME (1) \$600.00**

##### **NE bedroom**

Reason for replacement: existing door is deteriorated, delaminating and has holes in the door. Remove existing interior door and frame. Replace deteriorated wood buck, set buck in premium silicone sealant. Haul away all debris from property at once. Within the same opening, install new solid core panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame, Homeowner to select color. Install new hardware on door and frame, including doorstops. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing. a) Door lock shall permit the opening of the locked door from the outside in an emergency.

- Paint the new interior door by applying one coat of LOW VOC primer/sealer and two coats of low 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.

**3) CLOSETS BI-PASS 6 PANEL DOORS (6)**

**\$3,000.00**

- Remove existing closets doors and haul away. Install new Bi-Pass six panel closet doors with appropriate tracks and hardware. Adjust doors to function properly. Paint and finish the doors. The Homeowner will select the color and style.

**4) MASTER BATHROOM TOTAL RENOVATION (WEST)**

**\$11,000.00**

**PROVIDE LABOR AND MATERIAL TO RENOVATE BATHROOM**

**Reinforce all damaged floor joists. Once open the cast iron discharge and sewer line must be replaced of up to ten feet. This shall be included in the bid price and no change order will be approved. (Provide pictures)**

The intent of the following work item specifications is total renovation of the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes.

a) Completely remove and discard faucet, sink, vanity, toilet, diverter, shower pain, drain assembly and all related components. Remove the medicine cabinet/mirrors, light fixtures, exhaust fan, and bath accessories. Inside and outside the shower/bath area, completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Remove the flooring material.

b) Floor –Provide labor and materials to remove flooring, plywood and haul away. Reinforce and or replace floor joist. Remove/replace cast iron discharge and sewer line up to 15 feet. (Permit required) Prepare floor by reinstall plywood, durock necessary and install new ceramic floor tiles in thin-set mortar. The ceramic floor tile (non-slip) should be designed to meet ADA standards to prevent slipping and falls from occurring. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Extension flange may be required for the toilet.

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

o Install new cement backer board to existing studs. Replace rotten wood and repair or reinforce damage-framing members before installing new wall surfaces. Install new ceramic tile shower enclosure to ceiling height, with thin set.

- o Install shut-off valves, if missing. Secure showerhead. There is no rear access panel, therefore the adjacent room wall may have to be removed and replaced to perform the repair work. Repair and paint damage walls during the removal.
  - o Install a new showerhead and tub fixture. Controls and operating mechanisms will be operable with one hand and should not require tight grasping. Acceptable designs for the shower control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
  - o Showerhead must be Water Sense labeled, using no more than 2.0 gallons of water per minute.
  - o Walls and ceiling -floor- outside the shower area, prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls of up to 4 feet outside the shower area, floors. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles. Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Paint surfaces, per the general paint specifications.
- Install new vanity and sink/countertop. The new vanity and countertop shall have the same dimensions as the existing, if allow per building code. Discuss the vanity cabinet storage amenities with Homeowner, as the Homeowner will select these amenities from standard stock.
- o The new vanity shall be plywood or solid wood including the doors, no particleboard. CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.
  - o The sink (cultured marble sink) shall be formed as an integral part of the countertop. Homeowner will select the color and style for the cabinet, and sink/countertop from standard stock colors.
  - o New fixtures controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Choose a model made by a reputable manufacturer. Choose a model(s) made by a reputable manufacturer(s).
  - o Install new supply tubes. Install new drain assembly for the sink. Install shut off valves.
  - o Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall. Install a new toilet with toilet seat. Discuss with the Homeowner, elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand at 17" or higher,

ADA approved and wheelchair accessible. The new toilet must be listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Install new supply tube(s), escutcheon(s) and shut off valve(s).

Provide tamper proof GFCI Receptacle(s), in the bathroom.

Install a horizontal strip light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the budgeted amount of \$45.00; ENERGY STAR qualified and labeled accordingly.

g) Remove existing interior door and frame. Replace 2x wood buck, if deteriorated or necessary. Within the same opening, install new six panel interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame. Install new hardware on door and frame. Bathroom door locks shall be designed to permit the opening of the locked door from the outside in an emergency. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing. Install a marble threshold at the entry doorway. The Homeowner shall select the color from standard stock.

## **5) WOOD BASE BOARD**

**\$1,300.00**

LOCATIONS: NEW BEDROOM, NEW FAMILY ROOM, LAUNDRY ROOM

- Remove existing wood baseboards throughout and haul away. Install new 4" wood baseboard throughout. Discuss with the Homeowner prior to the repair work variations in the colors and design. Follow the interior paint specs.

## **ADDITIONAL SERVICES:**

**\$ 3,250.00**

**Master Bathroom:** Wall Framing: remove stucco, remove metal wire mesh

Repair / Replace vertical framing members in 3 walls

**Plumbing:** Sawcut concrete floor, replace and relocate shower draining lines, replace toilet fitting, backfill, pour new concrete and haul away all debris and demolition

**REVISED TOTAL CONTRACT AMOUNT: \$19,950.00**