

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

THIS AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT ("Amendment") is entered into on _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 ("City"), **Regosa Engineering Services, Inc.** ("Contractor") having its principal business address at 15700 NE 2nd Avenue, Miami FL 33162, and **Edel E. Georges & Jennie A. Georges** ("Owners"). The City, Contractor, and Owner shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, on January 24, 2023, the Parties entered into a Home Investment Partnerships Program (HOME) Rehabilitation Loan Agreement ("Agreement") which is attached hereto as Exhibit "1"; and

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

WHEREAS, the City desires to amend the Agreement to amend the cost amount of rehabilitation Services ("Services"); and

WHEREAS, the Services amount is amended by Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$4,250.00) to reflect a total contract amount of Twenty-Seven Thousand Three Hundred Fifty Dollars and 00/100 Cents (\$27,350.00).

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

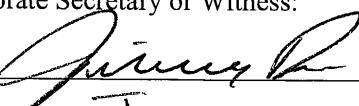
1. **Article 2** is hereby amended to reflect a total amount of Twenty-Seven Thousand Three Hundred Fifty Dollars and 00/100 Cents (\$27,350.00) in HOME funds being utilized for the rehabilitation of the subject property.
2. **Article 19** is hereby amended to reflect a limitation on the City's liability in the amount of Twenty-Seven Thousand Three Hundred Fifty Dollars and 00/100 Cents (\$27,350.00).
3. **Exhibit "A" - SCOPE OF SERVICES** is hereby amended as Exhibit "A" – REVISED SCOPE OF SERVICES to show the modified requested services and the new total contract amount.
4. **Exhibit "C" / Article 2** is hereby amended to reflect a total contract price of Twenty-Seven Thousand Three Hundred Fifty Dollars and 00/100 Cents (\$27,350.00).
5. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

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

ATTEST:

Corporate Secretary or Witness:

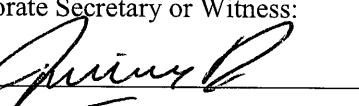
By: 

Print Name: Jimmy Desir

Date: 6/1/23

ATTEST:

Corporate Secretary or Witness:

By: 

Print Name: Jimmy Desir

Date: 6/1/23



Witness

Date: 6/1/2023

APPROVED BY:

Alberte Bazile, MBA.
Housing & Social Services, Director

ATTEST:

Vanessa Joseph, Esq., City Clerk

City Clerk Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

City Attorney Date Signed

Edel E. Georges & Jennie A. Georges
HOME (R) -2021-11(Revised)

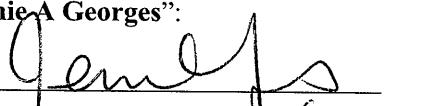
“Edel E. Georges”

By: 

Print Name: Edel E. Georges

Date: 6/1/23

“Jennie A. Georges”:

By: 

Print Name: Jennie George

Date: 6/1/23

CONTRACTOR:

Regosa Engineering Services, Inc.

By: 

Date: 6/1/2023

Date: _____

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

Rasha Cameau, MBA, FRA-RP, City Manager

City Manager Date Signed

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

THIS AGREEMENT is entered into this day of January 24, 2023, by and between the following: **Edel E. Georges and Jennie A. Georges**, ("Owners"), 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, collectively referred as the "Parties", regarding the rehabilitation of the real property legally described as:

Lot 2, Block 2, OVERTBROOK SHORES, according to the Plat thereof, as recorded in Plat Book 49, Page 51, of the Public Records of Miami Dade County, Florida a/k/a 135 NW 126th Street, North Miami, Florida 33168 (subject property).

WITNESSETH:

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

WHEREAS, the City has determined through its Consolidated Plan for HOME funds ("Program"), adopted by the Mayor and City Council on October 13, 2020 under Resolution 2020-R-116, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owners have 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 Twenty-Three Thousand One Hundred Dollars and 00/100 Cents (**\$23,100.00**), which is acknowledged, the Parties agree as follows:

1. Owners represent and agree that they are the Owners of the residential property described above.
2. HOME funds in the amount of Twenty-Three Thousand One Hundred Dollars and 00/100 Cents (**\$23,100.00**) are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit "A").

3. The Specifications & Proposal (“Contract Documents”) related to the Project, attached as **Exhibit “A”**, (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Program. The Parties agree to abide by and comply with their respective roles and responsibilities.
4. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
5. Homeowners are receiving a grant from the City of North Miami, Florida secured by the above described property. In consideration thereof, homeowners agree to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well the updating of any agreement documents, if deemed necessary or desirable by the City of North Miami. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.
6. The Project will be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
7. Owners agree 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 Owners must have an active flood insurance policy. Owners agree 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 Homeowners’) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
 - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
 - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
 - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

“City of North Miami, Florida
ISAOA ATIMA
(Its Successors and/or Assigns As Their Interests May Appear)
776 NE 125th Street
North Miami, Florida 33161-5654”
8. The Parties acknowledge and agree that funds provided derive from HOME Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.

9. Owners shall execute a promissory note in the full amount of the loan covering all costs to be incurred in order to secure and implement the Construction Contract. The interest rate on the principal amount of the loan shall be zero (0) percent per annum, except in any event of default. City shall secure the loan for this Agreement with a Mortgage of the Property which will be recorded in the public records of Miami-Dade County and constitute a lien on the property. Payment on the principal amount of the loan shall be deferred so long as the property is occupied as the principal residence of the Owners during the *affordability period*.
10. The Owners acknowledge that the property is a residence, and agrees to continually occupy the property as a primary residence for the *affordability period* based on the amount of subsidy, commencing at the execution of this Agreement. The affordability period for HOME is as follows: up to \$14,999=5 years; **\$15,000-\$39,999=10 years**; and \$40,000 and up=15 years. If the Owners fail to continually occupy this residence for the entire affordability period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining.
11. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within the affordability period of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four (4) percent simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.
12. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owners fail to comply with the foregoing covenants and restrictions.
13. The City reserves the right to inspect at any time during normal business hours any and all construction accomplished under this Agreement to ensure compliance with this Agreement, adherence to applicable Housing Quality Standards, minimum housing codes, and all other applicable state and local housing, zoning, fire, and building codes.
14. In the event the Owners 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 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 Owners to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

15. Owners agree to enter into a Contract for Rehabilitation, attached hereto, and incorporated herein as **Exhibit "C"**, with a qualified general contractor for the Project who is acceptable to the City and who is experienced in the type of work required for the project.
16. Owners shall not release or amend this Agreement without the prior written consent of the City.
17. Owners, waive any right to bring a lawsuit against the City for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.
18. The monies provided shall be withdrawn and used on behalf of the Owners by the City solely to pay for the costs of the rehabilitation. Payment for the Project shall be made as described in the Payment Schedule attached as **Exhibit "B"** and in accordance with the procedures provided in the Contractor Agreement. After payment is completed by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owners, Contractor or any third person or entity.
19. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of Twenty-Three Thousand One Hundred Dollars and 00/100 Cents (**\$23,100.00**) Owners 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 Twenty-Three Thousand One Hundred Dollars and 00/100 Cents (**\$23,100.00**). Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
20. Owners shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.
21. Owners shall not sublease, transfer or assign any interest in this Agreement.
22. In the event of a default, the City may mail to Owners a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement.
23. In the event of a default, the entire sum due is payable immediately and interest may be charged the maximum rate allowed by law. Owners acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible activity and any funds invested in the Project must be repaid by the Owners to the City. The City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the

defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

24. A default shall include but not be limited to the following acts or events of an Owners:
 - a. Nonperformance by Owners of any covenant, agreement, term or condition of this Agreement after the Owners has been given due notice by the City of such nonperformance.
 - b. Failure of the Owners to perform any covenant, agreement, term or condition in any instrument creating a lien upon the property.
 - c. The City's discovery of Owners' failure in the Program Application to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter this Agreement, or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owners.
 - d. Owners' non-residential use, or disposition of the Property without the prior written consent of the City.
 - e. Owners' failure to maintain the Property in a standard, habitable condition.
 - f. Owners' acquiring additional indebtedness upon the Property without the specific written consent of the City.
 - g. The transfer of the Property without the specific written consent of the City.
25. If Owners default this Agreement by insolvency or bankruptcy, the following shall apply:
 - a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
 1. In the event the Owners 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 Owners shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owners 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 Owners 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 Owners 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 Owners in favor of the City.
 3. In the event the Owners files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owners 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 Owners shall agree that the City is over secured and, therefore, entitled to interest and attorneys' fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owners have less than five (5) years of payments remaining on the Note, the Owners agree that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

In the event the Owners file 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 Owners acknowledge that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owners acknowledge that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owners acknowledge 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 Owners 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 Owners further acknowledge 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 Owners have filed for bankruptcy, the following shall occur:
 1. The Owners agree that in the event they are current Debtors in bankruptcy, at the request of the City, the Owners shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owners further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.
 2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

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

27. Termination of Agreement: Owners understand and acknowledge that, should the Owners fail to comply and fulfill each and every condition and provision of this Agreement, the City, at its option, may terminate this Agreement and take any and all necessary legal action to enforce the provisions of the Agreement.

28. Conflicts of Interest: Owners shall not enter into any contract, Agreement, or relationship with any employee or agent of the City of North Miami to have any interest, direct or indirect in the HOME funds provided on behalf of Owners pursuant to this Agreement or concerning this Project.

29. Grievance Procedure: Disputes between the Owners and Contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the following grievance shall apply:

- a. The Owners should initially inform the Contractor and Housing Manager of the grievance.
- b. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Housing & Social Services.
- c. The Director or his/her designee, will meet with both the Contractor and the Owners in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.
- d. A formal written notification of the resolution will be issued, via certified mail, to both Owners and Contractor.
- e. Resolution Options shall include:
 - Outline a corrective action plan to include a deadline to cure; or
 - The City as a resolution of the grievance, may release funds to the Contractor for items on the work write-up which are completed and undisputed; or
 - The entire contract amount may be released to the Contractor as determined by the Director; or
 - The Director may also opt to terminate the agreement between Owners and Contractor, release funds to the Contractor for items on the work write-up which are completed and undisputed and award the remainder of the work to the next lowest responsible bidder according to the bid tab sheet. The City will keep documents and records of the grievance procedure.

28. All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:

City of North Miami
776 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 Owners: Edel E. Georges and Jennie A. Georges
135 NW 126th Street
North Miami, Florida 33168

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

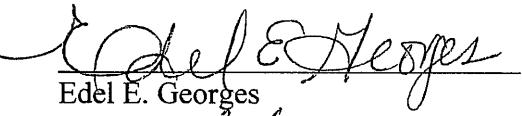
29. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
30. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
31. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
32. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

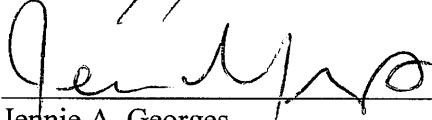
[The remainder of this page is intentionally left blank]

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: 12/8/2022


Witness
Date: 12/8/2022


Edel E. Georges
Date: 12/8/22


Jennie A. Georges
Date: 12/8/22

APPROVED BY:

 E-SIGNED by Alberte Bazile
on 2022-12-28 01:57:31 GMT
Alberte Bazile, MBA
Housing & Social Services, Director

Date: December 28, 2022

ATTEST:

E-SIGNED by Vanessa Joseph
on 2023-01-24 15:05:01 GMT
Vanessa Joseph, Esq., City Clerk
January 24, 2023
City Clerk Date Signed

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

 E-SIGNED by Theresa Therilus
on 2023-01-23 22:48:14 GMT
Y.P.
Theresa Therilus, Esq., City Manager
January 23, 2023
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 E-SIGNED by Jeff Cazeau
on 2023-01-03 15:50:02 GMT
Jeff P. H. Cazeau, Esq., City Attorney
January 03, 2023
City Attorney Date Signed

EXHIBIT "A"

SCOPE OF SERVICES

OWNERS and CONTRACTOR agree to undertake the following repairs:

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written approval from the Home Owner or Condo Association and/or Property Manager for all work items.

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

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

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

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

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

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

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

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

EXTERIOR

01) INSTALL NEW HOSE BIBS AND MAIN WATER SHUT-OFF VALVE \$300.00

- Remove all exterior hose bibs. Install new hose bibs with vacuum breakers.
- Replace the house main water shut-off valve.

Haul away all debris from property at once. If the adjacent wall surface is damage during the new installation stucco, paint and caulk the damage wall surface to match existing.

02) INSTALL NEW GUTTER & DOWNSPOUT \$1,800.00

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

INTERIOR

GENERAL PAINT SPECIFICATIONS

Unpainted materials will require priming and two coats of paint. Tint the primer to the color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

03) MASTER BATHROOM RENOVATION \$10,000.00

***** Remove and replace all cast iron pipe sewer pipe associated with the bathroom of up to 10 feet outside the property. This shall be included in the bid price and no change order will be approved.**

The intent of the following specifications, in this work item, is to renovate the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes. Budget \$2.00 per square foot for the floor tile only, this does not include the appropriate trim and finishing materials

a) In the bathroom, remove the existing tub, fixtures, drain assembly, tiled shower enclosure and substrate. Convert tub area to shower. Install a new shower pan, fixtures, drain assembly and tiled enclosure.

- 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 from floor to ceiling height, with thin set.
- Install shut-off valves, if missing. Secure showerhead. There is no rear access panel, therefore the adjacent room wall may have to be removed and replaced to perform the repair work. Repair and paint damage walls during the removal.
- Install a new shower fixture with an adjustable hand held personal shower and body spray fixture with a 79" shower hose. Discuss spray pattern with Homeowner prior to purchasing, for their selection of replacement. Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Acceptable designs for the shower control fixture are lever-operated, push-type or touch-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
- Install new bi-pass or hinged shower doors, Homeowner to select finish of trim and style of doors within a material budget of \$350. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the shower curb.
- Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
- In the shower, install two ADA approved grab bars (24" and 36" in lengths), horizontal placement, on the two (2) enclosure walls. The grabs must have escutcheons plates to conceal the anchoring. Reinforce the walls for the grab bars installation. See Homeowner for exact placement. Patch and repair any effected areas associated with this work item to match the existing adjacent surfaces.

b) Install new polished chrome bath and/or ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.

- c) Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately 36"x23". Repair all damaged walls caused by removal. Any modify/repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- d) Floor - Remove existing flooring and install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable bed. 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.
- e) Walls and ceiling - Completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. Prepare the walls to receive tiled wainscot by installing new cement backer-board to existing studs. Replace the existing wall tiles with new ceramic tiles on the walls same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles.
 - o Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work.
- f) Remove and replace the vanity and sink/countertop. The new vanity and countertop shall have the same dimensions as the existing, if allow per building code. (Note, a smaller vanity or pedestal sink maybe required 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.

- Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.
- g) Remove toilet and 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).
- h) Provide tamper proof GFCI Receptacle(s), in the bathroom.
- i) Install a new bathroom exhaust ceiling fan; ENERGY STAR qualified and labeled accordingly. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan. Provide verification of sone rating and cfm of air movement upon to the Housing Inspector. The exhaust fan is to have a built-in back draft damper, with ductwork to the exterior. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan within the budgeted amount of \$100.00 per fixture.



04) AIR CONDITION CENTRAL AIR

\$9,800.00

Provide labor and material to remove existing through wall units at West Elevation and South Elevation.

Haul away all debris from property at once. Close off the opening with concrete blocks. Install R4.2 insulation within the exterior wall. Close-off the opening by framing and install insulation in the cavity. Match the exterior siding. Apply stucco patch on the exterior matching the adjacent surface in texture and thickness. Patch repairs the interior wall material to match the existing adjacent surfaces. Replace with new A/C unit to adhere to the room size and current Energy code.

(PERMIT REQUIRED)

- The installation of the air conditioning system must be in accordance with the manufacturer's recommendations and specifications including refrigerant sizes and length.
- Upgrade and/or modify the electric, as required, (per building code), to accommodate the new air conditioner.

New louver doors See specs.

Modify walls, ceilings, to seal opening openings. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc. should match existing adjacent surfaces. Install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. The air conditioning unit shall have a minimum **SEER** rating of 16.0, **ENERGY STAR** qualified and the equipment must be labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacturer specifications and building codes; make all the necessary modifications. All **FPL** energy conservation rebates will be applied to the contractor cost of the air conditioning equipment. It is the responsibility of the contractor to register with **FPL** and to submit the signed Watt Saver form to Housing.

- Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.
- The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- Provide new 7-days programmable thermostat, high and low voltage electric service, liquid lines and equipment concrete pad and stand.
- Upgrade and/or modify the electric (per building code), supply/return air ducting and grilles.
- Install new ductwork.
- Do not install bedrooms return air grilles in the walls or doors.
- Install new a/c supply air conditioning vent to the main bathroom and the hallway bathroom.
- Rework the ductwork, install a new four way ceiling or wall register, to fit flush against the wall wherever is needed
- Install new air conditioning ()closet door.
-
- Install a condensation drain line, with a condensation pump, thru the attic ..
- Provide enclosure and closet for new unit if necessary. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a minimum ten (10) years

05) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS**\$1,200.00**

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where an existing smoke detectors were removed), paint from cut-line to cut-line.

TOTAL CONTRACT AMOUNT: \$23,100.00

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 conducted by Associated Consulting Professionals, Inc.,

Change Order

Company Name: Regosa Engineering Services Inc

Date: 05/01/2023

Address: 135 NW 126 Street

Owner: Edel Georges

City, State, Zip: North Miami FL 33161

Contractor: Regosa Eng. Svcs

Phone Number: 305-972-5286

Change Order #: 002

Original contract date: 01/24/2023

HOME AGREEMENT

Change Order Description:

01. Fascia & Soffit (Remove and Replace)

02. Survey and Elevation Certificate

The original contract sum was: \$23,100.00

Total amount of this change order: \$4,250.00

The new contract amount including this change order: \$27,350.00

The date of completion as of the date of this change order is: 05/01/2023

Edel Georges
Contractor/Manager's signature

Edel Georges
Homeowner's signature

Juan R.
Housing Inspector

Z
For HSS Assistant Director

JB
HSS Director

EXHIBIT "A"

REVISED SCOPE OF SERVICES

OWNERS and CONTRACTOR agree to undertake the following repairs:

GENERAL CONDITIONS

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

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

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

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

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed within 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

EXTERIOR

01) INSTALL NEW HOSE BIBS AND MAIN WATER SHUT-OFF VALVE \$300.00

- Remove all exterior hose bibs. Install new hose bibs with vacuum breakers.
- Replace the house main water shut-off valve.

Haul away all debris from property at once. If the adjacent wall surface is damage during the new installation stucco, paint and caulk the damage wall surface to match existing.

02) INSTALL NEW GUTTER & DOWNSPOUT \$1,800.00

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

INTERIOR

GENERAL PAINT SPECIFICATIONS

Unpainted materials will require priming and two coats of paint. Tint the primer to the color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

03) MASTER BATHROOM RENOVATION \$10,000.00

***** Remove and replace all cast iron pipe sewer pipe associated with the bathroom of up to 10 feet outside the property. This shall be included in the bid price and no change order will be approved.**

The intent of the following specifications, in this work item, is to renovate the bathroom. Haul away all debris from property at once. Homeowner is to select tile colors and sizes. Budget \$2.00 per square foot for the floor tile only, this does not include the appropriate trim and finishing materials

- a) In the bathroom, remove the existing tub, fixtures, drain assembly, tiled shower enclosure and substrate. Convert tub area to shower. Install a new shower pan, fixtures, drain assembly and tiled enclosure.
 - 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 from floor 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 shower fixture with an adjustable hand-held personal shower and body spray fixture with a 79" shower hose. Discuss spray pattern with Homeowner prior to purchasing, for their selection of replacement. Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. Acceptable designs for the shower control fixture are lever-operated, push-type or touch-type controlled mechanisms, pressure balanced, anti-scald type. Choose a model made by a reputable manufacturer.
 - o Install new bi-pass or hinged shower doors, Homeowner to select finish of trim and style of doors within a material budget of \$350. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the shower curb.
 - o Within shower area, install a new ceramic towel bar and a soap dish per Homeowner selection.
 - o In the shower, install two ADA approved grab bars (24" and 36" in lengths), horizontal placement, on the two (2) enclosure walls. The grabs must have escutcheons plates to conceal the anchoring. Reinforce the walls for the grab bars installation. See Homeowner for exact placement. Patch and repair any effected areas associated with this work item to match the existing adjacent surfaces.
- b) Install new polished chrome bath and/or ceramic bath accessories: towel bar, toothbrush and glass holder, paper holder, soap dish. Homeowner will select from standard stock.

- c) Install a new recessed medicine cabinet with plate glass mirror doors, overall size approximately 36"x23". Repair all damaged walls caused by removal. Any modify/repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- d) Floor - Remove existing flooring and install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable bed. 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.
- e) Walls and ceiling - Completely remove all walls and ceiling materials (i.e., tile, drywall, plaster, etc.) down to the framing members. 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 wall's same height as the existing with mastic or thin set. Use the appropriate trim and finishing materials for a good tile installation, i.e., bull nose tiles.
 - o Painting - Above the wainscot, install moisture resistant drywall and paint. Install regular drywall on the ceiling. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work.

I) Remove and replace the vanity and sink/countertop. The new vanity and countertop shall have the same dimensions as the existing, if allowed per building code. (Note, a smaller vanity or pedestal sink maybe required 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.
- g) Remove toilet and 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) WaterSenseR  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).
- h) Provide tamper proof GFCI Receptacle(s), in the bathroom.
- i) Install a new bathroom exhaust ceiling fan; ENERGY STAR qualified and labeled accordingly. Operate the fan by a separate delay timer switch. The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan. Provide verification of sone rating and cfm of air movement upon to the Housing Inspector. The exhaust fan is to have a built-in back draft damper, with ductwork to the exterior. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan within the budgeted amount of \$100.00 per fixture.

04) AIR CONDITION CENTRAL AIR \$9,800.00

Provide labor and material to remove existing through wall units at West Elevation and South Elevation.

Haul away all debris from property at once. Close off the opening with concrete blocks. Install R4.2 insulation within the exterior wall. Close-off the opening by framing and install insulation in the cavity.' Match the exterior siding. Apply stucco patch on the exterior matching the adjacent surface in texture and thickness. Patch repairs the interior wall material to match the existing adjacent surfaces. Replace with new A/C unit to adhere to the room size and current Energy code.

(PERMIT REQUIRED)

- » The installation of the air conditioning system must be in accordance with the manufacturer's recommendations and specifications including refrigerant sizes and length.
- Upgrade and/or modify the electric, as required, (per building code), to accommodate the new air conditioner.

New louver doors See specs.

Modify walls, ceilings, to seal opening openings. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc. should match existing adjacent surfaces. Install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. The air conditioning unit shall have a minimum **SEER** rating of 16.0, **ENERGY STAR** qualified and the equipment must be labeled accordingly. Acceptable manufacturers are Carrier, Rheem and Goodman. Haul away all debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacturer specifications and building codes; make all the necessary modifications. All **FPL** energy conservation rebates will be applied to the contractor cost of the air conditioning equipment. The contractor is responsible for registering with FPL and submitting the signed Watt Saver form to Housing.

- Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.
- The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- Provide new 7-days programmable thermostat, high and low voltage electric service, liquid lines and equipment concrete pad and stand.
- Upgrade and/or modify the electric (per building code), supply/return air ducting and grilles.
- Install new ductwork.
- Do not install bedrooms return air grilles in the walls or doors.
- Install new a/c, supply air conditioning vent to the main bathroom and the hallway bathroom.
- Rework the ductwork, and install a new four-way ceiling or wall register, to fit flush against the wall wherever is needed
- Install new air conditioning closet door.

Install a condensation drain line, with a condensation pump, thru the attic.

- Provide enclosure and closet for new unit if necessary. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a minimum ten (10) years

05) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS**\$1,200.00**

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where an existing smoke detector were removed), paint from cut-line to cut-line.

ADDITIONAL SERVICES:**\$ 4,250.00****Fascia & Soffit: Unforeseen Conditions (Entire Perimeter)**

Remove fascia & soffit at the front façade (Up to 165 LF{}

Provide and Install new 1x6 fascia wood. Provide and Install
new wood soffit.

Provide and Install new metal soffit vents.

Mechanical: Survey and Certificate of Elevation

Order new boundary survey.

Order new elevation certificate.

(New requirement for air conditioning change-outs)

TOTAL CONTRACT AMOUNT: \$27,350.00