

**CITY OF NORTH MIAMI**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**EMERGENCY PAINT GRANT AGREEMENT**

**THIS AGREEMENT** is entered into this day of \_\_\_\_\_, by and among the following: **Annie Carson** and **Milton Carson**, (“Owners”), the owners of the subject property; the **City of North Miami** (“City”), a Florida municipal corporation, having its principal office at 776 NE 125 Street, North Miami, Florida 33161; and **D.J.B. Painting Solutions Corp.**, (“Contractor”), having its principal business address at, 300 NW 110th Street, Miami, FL 33168, collectively referred to as “Parties,” regarding the rehabilitation of the real property legally described as:

The North 63 feet of the East 12 feet of Lot 21, and Lot 18, and the North 18 feet of Lot 19, in Block 45, of ALHAMBRA HEIGHTS, SECTION NO. 3, according to the Plat thereof, as recorded in Plat Book 19, at Page 72, of the Public Records of Dade County, Florida A/K/A, 12830 NW 8 AVENUE, NORTH MIAMI, FL 33168 (“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 (42 U.S.C. 5301 et seq.); 24 CFR Part 570; and

**WHEREAS**, the Owner(s) has agreed to repair their property 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 **Five Thousand Nine Hundred Dollars and 00/100 Cents (\$5,900.00)**, which consideration is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of **Five Thousand Nine Hundred Dollars and 00/100 Cents (\$5,900.00)**, are being utilized for the purpose of repairing the subject property (Project).

2. The Specifications & Proposal (Contract Documents) related to the Project, attached as Composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the Parties under the Project, and that the Parties agree to abide by and comply with their roles and responsibilities.
3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. The Project shall be performed in accordance with all applicable codes, ordinances and statutes of the State of Florida, the City and Miami-Dade County.
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.
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 currently occupied as their primary residence and agree to continually occupy the Property as their primary residence.
8. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner(s) fail to comply with the foregoing covenants and restrictions.
9. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
10. 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 all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner(s) or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
11. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project.

12. The Owner(s) shall not release or amend this Agreement without the prior written consent of the City.
13. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner(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.
14. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
15. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **Five Thousand Nine Hundred Dollars and 00/100 Cents (\$5,900.00)**. 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 **Five Thousand Nine Hundred Dollars and 00/100 Cents (\$5,900.00)**, less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.
16. The Owner(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 or accruing by virtue of this Agreement.
17. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
18. In the event of a default, the City will mail to the Owner(s) and the Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall set the amount of compensation to be paid to the Contractor for the work completed up to the time of termination, including replacement of all work areas to a suitable condition.
19. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

20. A default shall include but not be limited to the following acts or events of an Owner(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 sole discretion of the City.
  - f. The breach of any term or condition of this Agreement.
21. If 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.
    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.

- 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 or granted 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.

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

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

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

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

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

If to the City: City of North Miami  
776 NE 125 Street  
North Miami, Florida 33161  
Attn: City Manager

With copies to: City of North Miami  
776 NE 125 Street  
North Miami, Florida 33161  
Attn: City Attorney  
Attn: Housing & Social Service, Director

If to Contractor: D.J.B. Painting Solutions Corp.  
Raquel Garcia (Registered Agent)  
300 NW 110 Street  
Miami, Florida 33168

If to Owner(s): Annie Carson, Milton Carson  
12830 NW 8 Avenue  
North Miami, FL 33168

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

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

**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 Walon Saintille

Date: 04-03-24

Witness Walon Saintille

Date: 04-03-24

Annie R. Carson  
Annie Carson, Owner

Date: 4/3/24

Milton Carson  
Milton Carson, Owner

Date: 4-3-24

**CONTRACTOR:**

D.J.B. Painting Solutions Corp.

Witness

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

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

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

**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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

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

**01) PAINT EXTERIOR SURFACES OF HOUSE \$5,900.00**

- 1.** Reason for painting exterior: the existing exterior paint is either peeling, fading, chalky, and/or past its typical life expectancy.
- 2.** Layout prep material, cover-up plastics must be used to protect plants, shrubs, bushes and driveway and/or walkway pavers from paint overspray or splashing.
- 3.** Remove any dry-rotted and deteriorated caulk. Cut away old gaskets and/or sealants as needed. Remove existing decayed caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking.
- 4.** Remove rotted and damaged soffit boards at rear left, SW corner, below gutters and replace with new pressure treated planks.
- 5.** Pressure clean and pre-treat masonry/stucco wall surfaces, pipes, doors, columns, slabs, any exposed concrete area, and walkway (including the public sidewalk in front of the property).
- 6.** Apply caulking and/or sealant to cracks and crevices located at front, left, right elevations and rear elevations.
- 7.** Call Housing Inspector @ 305-893-6511 Ext. 20005 or 786-390-2893 to schedule an Interim Inspection after pressure cleaning.
- 8.** Prepare ALL surfaces to be primed and painted.
- 9.** If spray paint method is used; Spray paint first and then a back-roll application must be applied after.
- 10.** Tint the primer to the color selection.
- 11.** Paint 1<sup>st</sup> coat on all previously painted surfaces including ALL eaves, drip edge, fascia, soffit, and doors.
- 12.** Use the selected product for the surface to be painted.
- 13.** Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.
- 14.** Remove all prep material for finishing.

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

- a. Homeowner will select a maximum of three (3) different house colors.
- b. Remove the **house address** from the fascia board. Install approved address numbers on the house, so they are plainly visible from the street or road fronting the property. The residential buildings numbers shall be at least four inches tall and one-half inch wide.
- c. Replace any loose and missing stucco or wood siding. Repair the stucco or wood siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- d. Excessive bleeding in wood members must be spot-primed before application of the first coat.
- e. Apply the proper uniform mil-thickness of paint for moisture protection and warranty. **If spray painting method is used; a Roller and/or Brush second application is required.**  
All work must be free of runs, sags, defective brushing, or rolling.
- f. Material allowance for paint must be mid-grade or better of the city-approved brands, which are ZERO OR LOW VOC, 100% acrylic products. e.g., **Benjamin Moore, Sherwin Williams, Glidden/ICI, PPG, Olympic, or an approved equal. The housing inspector will verify the brand and VOC level.**
- g. Upon completion, the contractor must provide the Homeowner with a list of all paint code numbers per location. **Leave 1 pint of paint (labeled and unopened) for each color with the Homeowner for future use.**
- h. **Upon completion of the project, the contractor must provide a manufacturer warranty.**

02). Call Housing Inspector @ 305-893-6511 Ext. 20005 or 786-390-2893 to schedule a Final Inspection

**\*\*SPECIAL NOTE\*\***

Report any additional damaged soffit/fascia to the City of North Miami Housing Inspector.  
Repairing the soffit/fascia is part of this scope of work.

**TOTAL CONTRACT AMOUNT: \$5,900.00**

## LEAD BASED PAINT

24 CFR Part 35 (effective 9/15/2000) and Section 401(b) of the Lead-based Paint Poisoning Prevention Act apply to federally funded acquisition, rehabilitation, maintenance and construction.

**OBJECTIVE:** Applicants for federally funding assistance, tenants and prospective purchasers of property built before 1978 must be notified of the following before rehabilitation, purchase or rental of federally-assisted housing:

- That the property may contain lead-based paint;
- The hazards of lead-based paint;
- The symptoms and treatment of lead-based paint poisoning;
- The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for removing such hazards);
- The advisability and availability of blood lead level screening for children under six-years old; and
- That in the event lead-based paint is found on the property, appropriate abatement measures must be undertaken and are an eligible use of federal funds.

### Types of Requirements

**Occupant:** Lead hazard Information Pamphlet. Occupants, Owners, and purchasers must receive the EPA/HUD/Consumer Product Safety Commission (CPSC) lead hazard information pamphlet, or an EPA-approve equivalent.

**Contractor:** Notice of Lead Hazard Evaluation or Presumption. Occupants, Owners, and purchasers must be notified of the results of any lead hazard evaluation work or the presumption of lead-based paint or lead hazards.

### Safe Treatment Methods

Safe treatment methods control the spread of dust and debris. They should be preceded by proper containment practices and followed-up with proper clean-up procedures. Examples of safe treatment methods include:

- ✓ Wet scraping or wet sanding
- ✓ Chemical stripping on-or-off-site (except methylene chloride)
- ✓ Replacing painted components
- ✓ Scraping with an infra-red or coil type heat gun with temperatures below 1,100 degrees Fahrenheit

- ✓ Vacuum-sanding using a sander equipped with a High efficiency Particle Air (HEPA) filter
- ✓ Using a HEPA vacuum needle gun
- ✓ Contained hydroblasting or high pressure wash with a HEPA vacuum
- ✓ Abrasive sanding with a HEPA vacuum
- ✓ Covering the painted surface with durable materials (such as wall board) with joints sealed and caulked.

### **Prohibited Methods**

Prohibited methods can spread lead dust or lead fumes.

- × Open flame burning or torching
- × Machine sanding or grinding without HEPA exhaust
- × Uncontained hydroblasting or high pressure wash
- × Abrasive blasting or sandblasting without a HEPA vacuum exhaust
- × Heat guns operating above 1,100 degrees Fahrenheit
- × Chemical paint strippers containing methylene chloride
- × Dry scraping (except around electrical outlets or in conjunction with heat guns).

For more information about safe and prohibited methods, see the 1995 HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing.

### **Lead Paint Notifications and Practices**

|                                                                                                                                                                                                                                                                                                                  | Homeowner and Rental Rehabilitation<br>(Subpart J)                  |                                                                    |                                                                          | TBRA<br>(Subpart M)                                                                   | A, L, SS, O<br>(Subpart K)                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                  | ≤\$5,000                                                            | \$5,000 -<br>\$25,000                                              | >\$25,000                                                                |                                                                                       | Homebuyer<br>and Special<br>Needs*                                                    |
| Options                                                                                                                                                                                                                                                                                                          | Presume lead-based paint<br>Use safe work practices on all surfaces | Presume lead-based paint and/or hazards<br>Use standard treatments | Presume lead-based paint and/or hazards<br>Abate all applicable surfaces | Test Deteriorated paint.<br>Use safe work practices only on lead-based paint surfaces | Test deteriorated paint.<br>Use safe work practices only on lead-based paint surfaces |
| *Special Needs Housing may be subject to the requirements of Subpart J, M, or K depending on the nature of the activity undertaken. However, since most special needs housing involves acquisition, leasing, support services, and operations, for the purposes of this table, it has been placed in this column |                                                                     |                                                                    |                                                                          |                                                                                       |                                                                                       |

## **EXHIBIT B**

### **Program Regulations**

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

All work shall be performed in accordance with the terms and conditions stipulated in the 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(s)/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.

### AGREEMENT

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

#### **HOMEOWNER ACKNOWLEDGEMENT / ACCEPTANCE OF SCOPE OF WORK**

HOMEOWNER #1 SIGNATURE:

Annie R Carson

HOMEOWNER #1 PRINTED NAME:

DATE:

4/13/24

ANNIE R CARSON

HOMEOWNER #2 SIGNATURE:

Milton Carson

HOMEOWNER #2 PRINTED NAME:

DATE:

4-3-24

MILTON CARSON

HOME INSPECTOR SIGNATURE:

David Walks

HOME INSPECTOR PRINTED NAME:

DATE:

DAVID WALKS - 4/3/2024

HOME INSPECTOR'S NOTES:

#### **CONTRACTOR'S SIGNATURE FOR SUBMISSION OF BID**

CONTRACTOR SIGNATURE:

CONTRACTOR PRINTED NAME:

DATE:

COMPANY NAME:

TELEPHONE:

**FINAL ACCEPTANCE OF SCOPE OF WORK (CONTRACTOR AND  
HOMEOWNER)**

HOMEOWNER #1 SIGNATURE:

*Annie R Carson*

HOMEOWNER #1 PRINTED NAME:

DATE:

*4/3/24*

*Annie R. CARSON*

HOMEOWNER #2 SIGNATURE:

*Milton Carson*

HOMEOWNER #2 PRINTED NAME:

DATE:

*4/3/24*

*MILTON CARSON*

CONTRACTOR NAME:

CONTRACTOR SIGNATURE:

DATE: