

**AMENDMENT TO  
STATE HOUSING INITIATIVES PARTNERSHIP  
REHABILITATION LOAN AGREEMENT**

**THIS AMENDMENT TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) AGREEMENT** ("Amendment") is entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 ("City"), **Regosa Engineering Services, Inc.** ("Contractor") having its principal business address at 15700 NE 2<sup>nd</sup> Avenue, Miami, Florida 33162, and **Ruh-Keea Leconte** ("Owner"). The City, Contractor, and Owner shall collectively be referred to as the "Parties."

**RECITALS**

**WHEREAS**, on July 31, 2023, the Parties entered into a State Housing Initiatives Partnership (SHIP) Rehabilitation Loan Agreement ("Agreement") which is attached hereto as Exhibit "1"; and

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

**WHEREAS**, the City desires to amend the Agreement to modify line item #1 in the scope of work ("Services") as evidenced in the revised scope of services attached hereto as Exhibit A - Revised Scope of Work; and

**WHEREAS**, the City desires to amend the Agreement to amend the total cost amount of Services; and

**WHEREAS**, the Services amount was reduced by Fifteen Thousand Five Hundred Dollars and 00/100 Cents (\$15,500.00).

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

1. **Article 1** is hereby amended to reflect a total amount of Four Thousand Five Hundred Dollars and 00/100 Cents (\$4,500.00) in SHIP 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 at an amount not to exceed Four Thousand Five Hundred Dollars and 00/100 Cents (\$4,500.00).
3. **Exhibit "A" - SCOPE OF SERVICES** is hereby amended as Exhibit A – REVISED SCOPE OF SERVICES to show the reduced services and a new total contract amount of Four Thousand Five Hundred Dollars and 00/100 Cents (\$4,500.00).

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:**

h. C. L.  
Witness

Date: 04-02-2024

Ruh-Keea Loconte

“Owner”:

By: Ruh-Keea Loconte

Print Name: Ruh-Keea Loconte

Date: 04-02-2024

**CONTRACTOR:**

Regosa Engineering Services, Inc

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

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

**APPROVED BY:**

Alberte Bazile, MBA  
Housing & Social Services, Director

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

**ATTEST:**

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

Vanessa Joseph, Esq., City Clerk

Rasha Cameau, MBA, FRA-RP, City Manager

City Clerk Date Signed

City Manager Date Signed

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

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

City Attorney Date Signed

# CHANGE ORDER

## TO SERVICE EXISTING SEPTIC SYSTEM

**CITY OF NORTH MIAMI  
N.S.P./S.H.I.P./C.D.B.G./HOME  
HOME REPAIR/ IMPROVEMENT PROGRAM  
January 4, 2024**

PROPERTY OWNER: **Ruh-Keea K. Leconte  
560 Opa Locka Blvd.  
North Miami, FL 33168**

HOME TELEPHONE: **786-487-3726**

LEGAL DESCRIPTION: **24 52 41, NICHOLS HGTS PB 46-93, LOT 19 BLK 2, LOT SIZE 65.000 X 110, OR 10536-1782 1079 1**

JOB NUMBER: **NM11923**

**01) SEPTIC TANK - SERVICE EXISTING SEPTIC TANK AND**

TEST THE OVERALL HEALTH AND LIQUID CAPACITY OF THE LEACH FIELD

RE-CONNECT WASHING MACHINE THE HOUSE DRAINAGE SYSTEM **\$ 2,700.00**

Reason for septic tank maintenance: septic tank system not functioning properly. The washing machine is draining above ground (a code violation).

Perform the following maintenance to existing septic tank.

Contractor to thoroughly examine the existing site condition. This item may require a permit.

- a) Septic tank services – pump-out the septic tank, remove the solid material, clean and pressure wash to remove excessive debris from the bottom of the tank. Removal of debris will require technician entering into tank. Check for cracks or leaks, evaluate, and provide written report.
- b) Reset the concrete/steel lids – remove the existing lid. Scrape off the old seal from top of the septic tank, wire brush the tank opening to remove any remnants of the seal and loose concrete. Install new seals.
- c) Install baffle – install an outgoing baffle or deflection device to prevent solid/organic material from leaving the tank. Take photos.
- d) Before re-connecting the washing machine drain line, test the septic drain field, perform a hydraulic load test. Provide a written report of the existing condition for approval.
- e) **CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN**

Connect a new drain line and drain line vent (for the washing machine) to the septic system, including installing the standpipe-drain with trap. Properly support the standpipe by attaching it to the wall. Make sure the standpipe is taller than the highest water level in the washing machine (a minimum of 34"). Follow FBC.

- f) Haul away all debris from property at once.

- g) Provide the restoration to any floors, ceilings, walls surface and lawn, and sidewalks.
- h) **Please note contractor must install new sod on the lawn, in areas of excavation, regardless of the condition of existing ground covering.** Joints shall be tightly butted and tamped or rolled into place. Remove all debris and foreign vegetation, before applying sod. No burnt or dead sod will be acceptable.

## **Exhibit A**

### **REVISED SCOPE OF SERVICES**

OWNER and CONTRACTOR agree to undertake the following repairs:

#### **GENERAL REQUIREMENTS**

##### **LEAD REPORT**

As part of these specifications, a 'Lead-Based Paint Inspection Report' provided by AGC Consultants, LLC., Project No. AGC-22-0465, performed on December 8, 2022, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet. 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.

##### **GENERAL PAINT SPECIFICATIONS**

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO OR LOW VOC 100% acrylic products, for exterior paint. Acceptable paint manufacturers (unless specified in the line item) are Benjamin Moore, Sherwin Williams, Glidden/ICI, PPG, Olympic, Valspar or approved equal. The Housing Inspector shall verify brand and VOC level. The Homeowner selects all colors and confirms in writing. Upon completion, the Contractor must provide the Homeowner with a list of all paint code numbers per room and locations, for later color matching.

##### **CLEAN UP**

The Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment and machinery at the completion of the workday. Clean interior and exterior work in a professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

- Remove all debris daily and broom clean the worksite at all times.

- The Contractor shall not use residential bulk and regular trash pickup system to remove construction debris.
- **Cover and protect the walls, floors, furniture, and all surfaces from construction dust.**
- All related construction items removed will become the property of the Contractor unless a prior agreement is reached (in writing) with the Homeowner.

#### PERMITS AND MISCELLANEOUS FEES

All permits, inspections, process fees, impact fees, miscellaneous fees, Notice of Commencement, engineering, or survey required to complete the following tasks shall be the responsibility of the Contractor.

- For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).
- **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.**
  - Submitted form MUST contain the Homeowner signature.
  - Submitted form MUST contain the Inspector's Wind Mitigation Certificate of Completion.

#### CONVERSION FROM SEPTIC TANK TO SEWER AND CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN

**01) CONVERSION FROM SEPTIC TANK TO SEWER AND CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN** **\$ 18,200.00**

This home is on a septic tank system.

Disconnect the house main drainage system from the existing septic tank.

Connect the house main draining system to the municipal sewer system. Contractor to thoroughly examine the existing site condition: distance to lateral connection, tree roots, fence and other obstructions may be encountered and will not be considered as a possible change order.

This item requires a permit.

**CONVERSION FROM SEPTIC TANK TO SEWER**

- a) Follow Florida Building Code (FBC). This item requires a permit.
  - ◆ **Required Inspections** (check with municipality for any additional inspections)
    - Sewer Connection Inspection
    - Septic Tank Abandonment Inspection
    - Final Inspection
- b) Contact Miami-Dade County Environmental Resources Management (DERM) for their review and approval.
- c) It is the responsibility to check with the municipality for any connection fees.
- d) Slope a new 4" drainpipe from the house main drain to the sewer connection at a minimum of 1/8<sup>th</sup> of an inch per foot. Do not bend drainpipe around any obstruction, use appropriate fittings.
- e) Use only approved PVC drainage pipes and drainage fittings (4" diameter).
- f) Use purple primer to clean PVC pipe and fittings before applying the PVC cement.
- g) At the high point near the house, the sewer connection must be completed with a minimum depth of 12" to the top of pipe. If the house drain does not have the minimum of one foot of cover over the pipe when it comes out of the house, roll it down at this point by using two 45-degree fittings.
- h) If the existing house drain is cast iron, use a transition fitting to go from cast iron to PVC.
- i) Provide a two-way clean-out at the juncture of the house drain and house sewer + or 30" beyond the house exterior wall. Install clean-outs at each change of direction that is more than 46 degrees and every 100 feet. Cut clean-outs off at ground level.
- j) Provide a 6" clean-out at sewer lateral connection point, if a street clean-out does not exist.
- k) The septic tank must be pumped out by a properly licensed septic tank pumping company. Keep the receipt or record and display it with the Permit Card for the **Sewer and Septic Abandonment Inspection**. Once the tank is pumped out holes must be punched in the bottom.
- l) After the required inspections, fill the septic tank with clean fill and request the **Final Inspection**.
- m) Haul away all debris from property at once.

- n) The drainpipe may run from the rear yard to the front yard or parallel to an exterior wall. Use caution not to undermine the foundation and air conditioning equipment.
- o) Provide the restoration to any floors, ceilings, walls surface and lawn, fence, sidewalks, driveway, and concrete pads to match existing.
  - o *Note the fence on the west side of the property may require removal and re-installation.*
- p) Please note contractor must install new sod on the lawn, in areas of excavation, regardless of the condition of existing ground covering. Joints shall be tightly butted and tamped or rolled into place. Remove all debris and foreign vegetation, before applying sod. No burnt or dead sod will be acceptable.
- q) Before digging, Florida Statute Chapter 556 says you must notify Sunshine 811 by calling 811. Sunshine 811 notify member utility companies when you are planning to dig, and they mark the approximate location of underground lines, pipes and cables in your yard or construction site. The process takes two to three full business days – day one starts the day after you call. This is a free service.
- r) The information shown above does not necessarily reflect all requirements needed for conversion from septic tank to sewer, permit application and inspections. This information is intended only for minimum guidelines conversion from septic tank to sewer. It is the Contractor's responsibility to conform to the provisions of the current FBC, relevant laws, ordinances, rules, and regulations, as determined by the local Building Official.
- s) Prior to starting the work, Contractor to check condition of existing irrigation system (in the work area) and report to the Homeowner if the system is working or not. Repairing or replacing the irrigation system is not part of this specification.

#### CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN

- t) Connect a new drain line and drain line vent (for the washing machine) to the house's main draining system, including installing the standpipe drain with trap. Properly support the standpipe by attaching it to the wall. Make sure the standpipe is taller than the highest water level in the washing machine (a minimum of 34"). Follow FBC.

**01) SEPTIC TANK - SERVICE THE EXISTING SEPTIC TANK AND TEST THE OVERALL HEALTH AND LIQUID CAPACITY OF THE LEACH FIELD. RE-CONNECT THE WASHING MACHINE TO THE HOUSE DRAINAGE SYSTEM** **\$ 2,700.00**

Reason for septic tank maintenance: The septic tank system is not functioning properly. The washing machine is draining above ground (a code violation). Perform the following maintenance to the existing septic tank. The contractor is to examine the existing site condition thoroughly. This item may require a permit.

- a) Septic tank services – pump out the septic tank, remove the solid material, clean, and pressure wash to remove excessive debris from the bottom of the tank. Removal of debris will require a technician to enter the tank. Check for cracks or leaks, evaluate, and provide a written report.
  - b) Reset the concrete/steel lids – remove the existing lid. Scrape off the old seal from the top of the septic tank; wire brush the tank opening to remove any remnants of the seal and loose concrete. Install new seals.
  - c) Install baffle – install an outgoing baffle or deflection device to prevent solid/organic material from leaving the tank. Take photos.
  - d) Before re-connecting the washing machine drain line, test the septic drain field and perform a hydraulic load test. Provide a written report of the existing condition for approval.
  - e) **CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN** Connect a new drain line and drain line vent (for the washing machine) to the septic system, including installing the standpipe drain with trap. Properly support the standpipe by attaching it to the wall. Make sure the standpipe is taller than the highest water level in the washing machine (a minimum of 34"). Follow FBC.
  - f) Haul away all debris from the property at once.
  - g) Provide the restoration to any floors, ceilings, wall surface, lawn, and sidewalks.
  - h) **Please note contractor must install new sod on the lawn in areas of excavation, regardless of the condition of the existing ground covering.** Joints shall be tightly butted and tamped or rolled into place. Remove all debris and foreign vegetation before applying sod. No burnt or dead sod will be acceptable.

**02) INSTALL TEN (10) YEARS BATTERY POWERED SMOKE ALARMS AND/OR CARBON MONOXIDE ALARMS WIRELESS \$ \$800.00**

#### **LOCATIONS: BEDROOMS (3) ONLY**

**NUMBER OF REQUIRED TEN (10) YEAR**

## NUMBER OF REQUIRED TEN (10) YEARS BATTERY POWERED SMOKE DETECTORS 3

Reason for installation: no existing smoke detectors in sleeping areas.

Reason for installation: no existing smoke detectors in sleeping areas.

Install 10-year non-removable, non-replaceable batteries powered smoke alarms and/or smoke carbon monoxide alarms. Follow the Florida Building Code (FBC) and National Electrical Code (NEC) requirements for placement of the alarm on the walls, ceiling, and location within the home.

- a) All new battery powered smoke alarms (including any carbon monoxide alarms) shall be wireless.
- b) Install smoke alarms in each bedroom.
- c) Provide proof of ten years' non-removable battery powered smoke alarms and/or carbon monoxide alarms at all inspections.
- d) Please note the estimate average material cost, including sales tax, per 10 years battery powered smoke detector is \$22 each as supplied by Kidde, model i9010 and carbon monoxide detector \$45 each.
- e) NOTE FLORIDA STATUES 553.883 - One-family and two-family dwellings and townhomes undergoing a repair, or a level 1 alteration as defined in the Florida Building Code, may use smoke alarms powered by 10-year non-removable, non-replaceable batteries in lieu of retrofitting such dwelling with smoke alarms powered by the dwelling's electrical system. Effective January 1, 2015, a battery-powered smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by a non-removable, non-replaceable battery that powers the alarm for at least 10 years. The battery requirements of this section do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system.

#### PLUMBING

#### 03) LAUNDRY ROOM - INSTALL OVERFLOW PIPING TO HOT WATER TANK

\$ 1,000.00

Reason for repair: The overflow pipe is missing.

Properly install the overflow piping to the existing hot water tank. Do not replace the hot water tank.

Provide new overflow tube, follow FBC. Installation must comply with manufacture specifications.

**TOTAL CONTRACT AMOUNT: \$ 4,500.00**

R.L.

**CITY OF NORTH MIAMI  
STATE HOUSING INITIATIVES PARTNERSHIP  
REHABILITATION LOAN AGREEMENT**

**THIS AGREEMENT** is entered into this day as of this 31st day of July 2023, by and among the following: **Ruh-Keea Loconte** ("Owner"), the owner 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 **Regosa Engineering Services, Inc.**, ("Contractor"), having its principal business address at, 15700 NE 2 Avenue Miami Florida 33162, collectively referred to as the "Parties", regarding the rehabilitation of the real property legally described as:

**Lot 19, Block 2, NICHOLS HEIGHTS, according to the Plat thereof, recorded in Plat Book 46, Page 93, of the Public Records of Miami-Dade County, Florida a/k/a, 560 Opa Locka Blvd., North Miami, Florida 33168**

**WITNESSETH:**

**WHEREAS**, the Florida Legislature created the State Housing Initiatives Partnership ("SHIP") Program to provide funds to local governments for the creation of local housing partnerships, the expansion, production, and preservation of affordable housing for very-low, low, and moderate-income persons, and to increase housing-related employment; and

**WHEREAS**, the City has established a local Housing Assistance Program ("Program") to provide assistance to eligible homeowners within the City for the purpose of purchasing or rehabilitating property ("Project"), in accordance with the SHIP Program specifically described in Chapter 420, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

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

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

**NOW, THEREFORE**, in consideration of the mutual promises and the money in the amount of **Twenty Thousand Dollars and 00/100 Cents (\$20,000.00)**, which the City will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. SHIP funds in the amount of **Twenty Thousand Dollars and 00/100 Cents (\$20,000.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit "A"); including a lead inspection previously administered as part of the administrative cost associated with the rehabilitation process referenced in Exhibit "B" of this Agreement.
2. The Specifications & Proposal ("Contract Documents") related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and

responsibilities of the Parties under the Program, and the Parties agree to abide by and comply with their respective roles and responsibilities.

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. Homeowner(s) is receiving a grant from the City of North Miami, Florida secured by the above-described property. In consideration thereof, the homeowner(s) agrees to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well as 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
5. The Project shall be performed in accordance with all applicable codes, ordinances, and statutes of the City, Miami-Dade County, and the State of Florida.
6. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year floodplain zone, the Owner must have an active flood insurance policy. Owner agrees to purchase Homeowner's Insurance, Windstorm Insurance, or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to the property. The coverage details of the insurance requirements follow:
  - a. Hazard (or Homeowner's) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
  - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
  - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
  - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

"City of North Miami, Florida  
ISAOA ATIMA  
(Its Successors and/or Assigns As Their Interests May Appear)  
776 NE 125 Street  
North Miami, Florida 33161-5654"

7. The Parties acknowledge and agree that funds provided derive from SHIP Program funds appropriated to the City by the Florida Department of Community Affairs for the uses and purposes referred to in this Agreement.
8. The Owner acknowledges that the property is a primary residence, and agrees to continually occupy the property as a primary residence for a period of seven (7) years from this

Agreement's execution. It is agreed and understood that SHIP Program funds provided to the Owner in order to rehabilitate the Subject Property constitute an indebtedness to be secured by a non-interest-bearing Promissory Note and Money Mortgage unless there is a default. Further, the Parties agree that the indebtedness shall be partially forgiven in the amount of Two Thousand Eight Hundred Fifty-Seven Dollars and 14/100 Cents (\$2,857.14)each year over a seven (7) year period, until fully forgiven.

9. If any interest in the property is sold, assigned, subleased, conveyed, or transferred, or the Note and Mortgage created by this Agreement are subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within **seven (7)** years of this Agreement's execution, such an event shall be considered a default unless the property Owner agrees to repay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.
10. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land and shall bind all successors, assigns, and persons claiming ownership of all or any portion of the subject property for a period of **seven (7)** years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.
11. The Owner and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.
12. The City may seek civil action and penalties including court costs, attorneys' fees, and reasonable administrative expenses should Owner or Contractor fail to comply with the foregoing covenants and restrictions.
13. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
14. In the event the Owner 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 federal, state, or local laws, the City shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner or Contractor to prevent or deny the City's inspection of the project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
15. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and material cost. As a condition of

payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by the Owner occur.

16. The Owner shall not release or amend this Agreement without the prior written consent of the City.

17. The Contractor, its subcontractors, agents, or employees waive any right to bring a lawsuit against the City or Owner for breach of this Agreement and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

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

18. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities, and commitments to Owner, Contractor or any third person or entity.

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 Thousand Dollars and 00/100 Cents (**\$20,000.00**). Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of Twenty Thousand Dollars and 00/100 Cents (**\$20,000.00**). 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 Chapter 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. The Owner and Contractor shall hold harmless, indemnify and defend the City, its officers, and employees from any and all obligations, liabilities, actions, claims, causes of action, suits, or demands arising or accruing by virtue of this Agreement.

21. The Owner and Contractor shall not sublease, transfer, or assign any interest in this Agreement.

22. In the event of a default, the City may mail to Owner or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) calendar days of the 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 determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.

23. 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 rights 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 Owner, Contractor, or their agents, servants, employees, or subcontractors:
- a. Failure by the Contractor to (i) commence work within thirty (30) days from the issuance of a Notice to Proceed, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within the time allotted in the Notice to Proceed, 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. Failure by Owner to comply with the terms and conditions of the Note, Mortgage, or other document executed in connection with the Program, or the Owner's provision of false, fictitious, or fraudulent statements to obtain SHIP funding.
  - d. Insolvency or bankruptcy by the Owner or the Contractor.
  - e. Failure by the Contractor to maintain the insurance required by the City.
  - f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.
  - g. The breach of any term or condition of this Agreement.
25. If Owner defaults this Agreement by insolvency or bankruptcy, the following shall apply:
- a. Should this Agreement be entered into and fully executed by the Parties, funds released, and the Debtor files for bankruptcy, the following shall occur:
    1. In the event the Owner files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the

United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.

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

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

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

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

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner

further agrees that any funds loaned 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. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

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

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owned by the City to Contractor under the terms of the Agreement.
- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.
- c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 24 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that in the event the

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

27. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
  28. The Owner and Contractor shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code.
  29. 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 Services, Director

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

If to Owner: Ruh-Keea Loconte  
560 Opa Locka Blvd.  
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.

30. 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.

31. Any amendments, alterations, or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
32. 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.
33. 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.

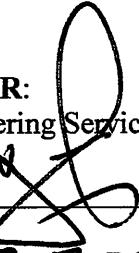
*[Remainder of page intentionally left blank; Signature page follows]*

**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.

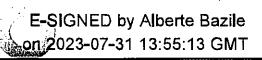
  
Witness  
Date: 07-18-2023

  
Ruh - Keea Leconte, Owner  
Date: 07-18-2023

  
Witness  
Date: 07-18-2023

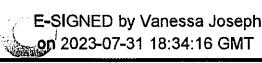
**CONTRACTOR:**  
Regosa Engineering Services, Inc  
By:   
Date: 7-18-2023

**APPROVED BY:**

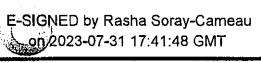
  
E-SIGNED by Alberte Bazile  
on 2023-07-31 13:55:13 GMT  
Alberte Bazile, MBA  
Housing & Social Services, Director

Date: July 31, 2023

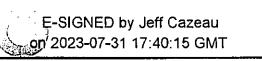
**ATTEST:**

  
E-SIGNED by Vanessa Joseph  
on 2023-07-31 18:34:16 GMT  
Vanessa Joseph, Esq., City Clerk  
July 31, 2023  
City Clerk Date Signed

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

  
E-SIGNED by Rasha Soray-Cameau  
on 2023-07-31 17:41:48 GMT  
Rasha Cameau, MBA, FRA-RP, City Manager  
July 31, 2023  
City Manager Date Signed

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

  
E-SIGNED by Jeff Cazeau  
on 2023-07-31 17:40:15 GMT  
Jeff P. H. Cazeau, Esq., City Attorney  
July 31, 2023  
City Attorney Date Signed

## Exhibit A

### SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

#### **GENERAL REQUIREMENTS**

##### **LEAD REPORT**

As part of these specifications, a 'Lead-Based Paint Inspection Report' provided by AGC Consultants, LLC., Project No. AGC-22-0465, performed on December 8, 2022, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet. 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 standards.

##### **GENERAL PAINT SPECIFICATIONS**

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. The previous paint surface should receive two coats of paint. All stains should be spot primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and a minimum of fifteen (15) years warranty paint, which is ZERO VOC products, for interior paint and ZERO OR LOW VOC 100% acrylic products, for exterior paint. Acceptable paint manufacturers (unless specified in the line item) are Benjamin Moore, Sherwin Williams, Glidden/ICI, PPG, Olympic, Valspar, or approved equal. The Housing Inspector shall verify the brand and VOC level. The Homeowner selects all colors and confirms in writing. Upon completion, the Contractor must provide the Homeowner with a list of all paint code numbers per room and locations, for later color matching.

##### **CLEAN UP**

The Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of the workday. Clean interior and exterior work in a professional, workmanship-type manner with all O.S.H.A. safety laws and rules observed.

- Remove all debris daily and broom clean the worksite at all times.

- The Contractor shall not use residential bulk and regular trash pickup system to remove construction debris.
- **Cover and protect the walls, floors, furniture, and all surfaces from construction dust.**
- All related construction items removed will become the property of the Contractor unless a prior agreement is reached (in writing) with the Homeowner.

#### PERMITS AND MISCELLANEOUS FEES

All permits, inspections, process fees, impact fees, miscellaneous fees, Notice of Commencement, engineering, or survey required to complete the following tasks shall be the responsibility of the Contractor.

- For the Home Inspector, the contractor must have on-site the complete permit package for all trades (permit cards, applications, drawings, etc.).
- **Uniform Mitigation Verification Inspection Form** - Upon completion of the work specifications, the Contractor must completely fill out the Uniform Mitigation Verification Inspection Form, including 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.
  - Submitted form MUST contain the Homeowner's signature.
  - Submitted form MUST contain the Inspector's Wind Mitigation Certificate of Completion.

**CONVERSION FROM SEPTIC TANK TO SEWER  
AND  
CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN**

**01) CONVERSION FROM SEPTIC TANK TO SEWER AND  
CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN \$ 18,200.00**

This home is on a septic tank system.

Disconnect the house's main drainage system from the existing septic tank.

Connect the house's main draining system to the municipal sewer system. Contractor to thoroughly examine the existing site condition: distance to lateral connection, tree roots, fence, and other obstructions may be encountered and will not be considered as a possible change order.

This item requires a permit.

#### CONVERSION FROM SEPTIC TANK TO SEWER

- a) Follow Florida Building Code (FBC). This item requires a permit.
  - ◆ **Required Inspections** (check with the municipality for any additional inspections)
    - Sewer Connection Inspection
    - Septic Tank Abandonment Inspection
    - Final Inspection
- b) Contact **Miami-Dade County Environmental Resources Management (DERM)** for their review and approval.
- c) It is the responsibility to check with the municipality for any connection fees.
- d) Slope a new 4" drainpipe from the house's main drain to the sewer connection at a minimum of 1/8<sup>th</sup> of an inch per foot. Do not bend the drainpipe around any obstruction, use appropriate fittings.
- e) Use only approved PVC drainage pipes and drainage fittings (4" diameter).
- f) Use a purple primer to clean the PVC pipe and fittings before applying the PVC cement.
- g) At the high point near the house, the sewer connection must be completed with a minimum depth of 12" to the top of the pipe. If the house drain does not have a minimum of one foot of cover over the pipe when it comes out of the house, roll it down at this point by using two 45-degree fittings.
- h) If the existing house drain is cast iron, use a transition fitting to go from cast iron to PVC.
- i) Provide a two-way clean-out at the juncture of the house drain and house sewer + or - 30" beyond the house exterior wall. Install clean-outs at each change of direction that is more than 46 degrees and every 100 feet. Cut clean-outs off at ground level.
- j) Provide a 6" clean-out at the sewer lateral connection point, if a street clean-out does not exist.
- k) The septic tank must be pumped out by a properly licensed septic tank pumping company. Keep the receipt or record and display it with the Permit Card for the **Sewer and Septic Abandonment Inspection**. Once the tank is pumped out holes must be punched in the bottom.
- l) After the required inspections, fill the septic tank with clean fill and request the **Final Inspection**.
- m) Haul away all debris from the property at once.

- n) The drainpipe may run from the rear yard to the front yard or parallel to an exterior wall. Use caution not to undermine the foundation and air conditioning equipment.
- o) Provide the restoration to any floors, ceilings, walls surface and lawn, *fence*, sidewalks, driveway, and concrete pads to match existing.
  - o *Note the fence on the west side of the property may require removal and re-installation.*
- p) **Please note contractor must install new sod on the lawn, in areas of excavation, regardless of the condition of existing ground covering.** Joints shall be tightly butted and tamped or rolled into place. Remove all debris and foreign vegetation, before applying sod. No burnt or dead sod will be acceptable.
- q) Before digging, Florida Statue Chapter 556 says you must notify Sunshine 811 by calling 811. Sunshine 811 notify member utility companies when you are planning to dig, and they mark the approximate location of underground lines, pipes, and cables in your yard or construction site. The process takes two to three full business days - day one starts the day after you call. This is a free service.
- r) The information shown above does not necessarily reflect all requirements needed for conversion from septic tank to sewer, permit application, and inspections. This information is intended only for minimum guidelines conversion from septic tank to sewer. It is the Contractor's responsibility to conform to the provisions of the current FBC, relevant laws, ordinances, rules, and regulations, as determined by the local Building Official.
- s) Prior to starting the work, Contractor is to check the condition of the existing irrigation system (in the work area) and report to the Homeowner if the system is working or not. Repairing or replacing the irrigation system is not part of this specification.

#### **CONNECT WASHING MACHINE DRAIN TO MAIN DRAIN**

- t) Connect a new drain line and drain line vent (for the washing machine) to the house's main draining system, including installing the standpipe drain with a trap. Properly support the standpipe by attaching it to the wall. Make sure the standpipe is taller than the highest water level in the washing machine (a minimum of 34"). Follow FBC.

**02) INSTALL TEN (10) YEARS BATTERY POWERED SMOKE ALARMS \$ \$800.00**

AND/OR CARBON MONOXIDE ALARMS WIRELESS

LOCATIONS: BEDROOMS (3) ONLY

NUMBER OF REQUIRED TEN (10) YEARS BATTERY-POWERED SMOKE DETECTORS

**3**

Reason for installation: no existing smoke detectors in sleeping areas.

Install 10-year non-removable, non-replaceable batteries powered smoke alarms and/or smoke carbon monoxide alarms. Follow the Florida Building Code (FBC) and National Electrical Code (NEC) requirements for placement of the alarm on the walls, ceiling, and location within the home.

- a) All new battery-powered smoke alarms (including any carbon monoxide alarms) shall be wireless.
- b) Install smoke alarms in each bedroom.
- c) Provide proof of ten years of non-removable battery-powered smoke alarms and/or carbon monoxide alarms at all inspections.
- d) Please note the estimated average material cost, including sales tax, per ten (10 years battery powered smoke detector is \$22 each as supplied by Kidde, model i9010, and carbon monoxide detector \$45 each.
- e) NOTE FLORIDA STATUES 553.883 - One-family and two-family dwellings and townhomes undergoing a repair, or a level 1 alteration as defined in the Florida Building Code, may use smoke alarms powered by 10-year non-removable, non-replaceable batteries in lieu of retrofitting such dwelling with smoke alarms powered by the dwelling's electrical system. Effective January 1, 2015, a battery-powered smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by a non-removable, non-replaceable battery that powers the alarm for at least 10 years. The battery requirements of this section do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system.

**PLUMBING**

**03) LAUNDRY ROOM - INSTALL OVERFLOW PIPING TO THE HOT WATER TANK**

**\$ 1,000.00**

Reason for repair: overflow pipe is missing.

Properly install the overflow piping to the existing hot water tank. Do not replace the hot water tank.

Provide new overflow tube, follow FBC. Installation must comply with manufacturer specifications.

**TOTAL CONTRACT AMOUNT: \$ 20,000.00**

**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. Associated Consulting Professionals, Inc. conducted the inspection on December 8, 2022. Funds for the lead-based inspection are part of the Single-Family Rehabilitation Activity delivery costs

## **Exhibit C**

### **Program Regulations**

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

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

Upon execution of this agreement, the property Owner agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. 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 insurance, 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. Environmental 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.