

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

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

RECITALS

WHEREAS, on July 23, 2024, the Parties entered into a Community Development Block Grant (CDBG) Rehabilitation Program Agreement ("Agreement") which is attached hereto as Exhibit "1"; and

WHEREAS, the City desires to amend the Agreement to include additional rehabilitation services ("Services"); and

WHEREAS, the Services are estimated to cost an additional Three Thousand Six Hundred Dollars and 00/100 Cents (\$3,600.00).

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 Forty Thousand Six Hundred Dollars and 00/100 Cents (\$40,600.00). CDBG funds in the amount of Thirty-Seven Thousand Seven Hundred Dollars and 00/100 (\$37,700.00) are being utilized, with Two Thousand Nine Hundred Dollars and 00/100 (\$2,900.00) in Owners Funds being added for the rehabilitation of the subject property.
2. **Article 6** is hereby amended to reflect a yearly forgiven amount of Five Thousand Three Hundred Eighty-Five and 71/100 Cents (5,385.71) over the seven (7) year affordability period.
2. **Article 17** is hereby amended to reflect a limitation on liability amount of Thirty-Seven Thousand Seven Hundred Dollars and 00/100 (\$37,700.00)
3. **Exhibit A REVISED SCOPE OF SERVICES** is hereby amended to include the additional requested services and total contract amount.
4. All other terms and conditions of the Agreement remain in full force and effect.

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

ATTEST:

Witness

Date: 1/10/25

Witness

Date: 1/10/25

APPROVED BY:

Alberte Bazile, MBA
Housing & Social Services, Director

ATTEST:

Vanessa Joseph, Esq., City Clerk

City Clerk Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

City Attorney Date Signed

Felix Lubin
"Owner":

By:

Print Name: FELIX LUBIN

Date: 01-10-2025

CONTRACTOR:

By:

Date: 01-10-2025

Date:

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

Anna-Bo Emmanuel, Esq., FRA-RA

Interim City Manager Date Signed

Exhibit A

REVISED SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

GENERAL CONDITIONS

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

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

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

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

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

The Contractor must obtain all required permits within fifteen (15) days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that ensures its full completion: no later than thirty (30) days for exterior work and one hundred twenty (120) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

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

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 5/10/15-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

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

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

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

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

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

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

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

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

Homeowner shall provide the Contractor access to the property; Monday thru Saturday, 8am thru 6pm.

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

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

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

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

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

PERMITS AND MISCELLANEOUS FEES

The Contractor is responsible for all permits, inspections, process fees, impact fees, miscellaneous fees, Notice of Commencement, engineering, or surveys required to complete the following tasks.

- 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

EXTERIOR

1) REPLACE ALL EXTERIOR WINDOWS WITH NEW IMPACT-RATED WINDOWS

APPROXIMATE NUMBER OF EXISTING WINDOWS 13

\$14,000.00

Modify the West structure (study room) of the property to be in compliance with the FBC prior to installing the hurricane impact windows.

The home does not comply with the FBC & Miami-Dade codes for wind-borne debris-protected window openings.

Remove existing windows and install new impact replacement windows and standard factory-tinted glass. All operable windows must have screens. Install windows and their components in strict compliance with the Florida Building Code (including FBC Energy Conservation) and Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

The contractor is to provide the required engineering. This item requires a permit.

- The approximate number of openings above is not for bidding purposes. The Contractors will verify the measurements/dimensions and total number of openings for new windows.
- The new replacement windows shall be white. They can also be aluminum, single-hung, horizontal, and/or fixed.
- All exposed anchoring screws shall be the same color as the window frame.
- Replace cracked and damaged windowsills. Replacement windowsills shall be ½" marble sills matching the existing size, thickness, and color.
- The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not oversize notch-out the windowsills and use a filler material to conceal the mullion clips.
- Replace deteriorated wood buck, set buck in premium silicone sealant.
- Repair/replace all damaged surfaces inside and out, caused by windows removal. Modifications or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and residue on the glass after all final inspections.
- Homeowner must agree and sign off on the final windows design, operation of windows, obscure glass, color of frames, and degree of tinted glass from the standard stock, for each window opening,

- Impact-rated products must be listed as wind-borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet requirements for the HVHZ; systems must have either a Miami-Dade NOA or FBC Approval marked "For Use in the HVHZ."

2) ELECTRIC UPGRADE INCLUDING SERVICE, PANEL AND WIRING **\$ 8,000.00**

Replace the existing electrical disconnect box and interior panel box. The contractor shall inspect the panel to verify the amperage for current home demand. As required by the Florida Building Code (FBC) and National Electrical Code (NEC), relocate and upgrade the new service and panel. This item requires a permit.

- Coordinate electrical service with Florida Power and Light Company.
- Replace all aluminum wiring not acceptable for service conductors.
- Separate and balance the existing circuits. Clearly label all circuits in the panel box. DO NOT use a marker directly on the metal box. Install a minimum of two (2) full-size spare circuit breakers.
- Provide and install tamper-proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathroom(s), kitchen, all outside receptacles, and non-grounded receptacles. Provide code required outlets for the washer and provide a 4-prong receptacle with the required wiring for the electric dryer and refrigerator.
- Replace damaged, malfunctioning, painted-over, and/or missing switches, cover plates, receptacles, and GFCIs. Properly cover and seal junction boxes. The new receptacles should be modern, polarized, grounded, tamper-proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings. Correctly polarize and ground all outlets and receptacles. Provide lighting receptacles in the laundry room with LED lights.
- Patch and paint any affected areas associated with this work item to match the existing adjacent surfaces, and paint from cut-line to cut-line.
- Remove abandoned electrical wiring, connections, and conduit.

3) KITCHEN RENOVATION **\$ 14,000.00**

The intent of the following specifications in this work item is to provide a new kitchen for the property.

Contractor shall confer with the homeowner to verify measurements, layout, and dimensions for

the kitchen base and wall cabinets. Repair all damaged and adjacent surfaces caused by this installation, removal, and modifications, restoring to original condition. Haul away debris from the property at once. Homeowner to select color and design of cabinet, from standard stock. Place escutcheon plates at all plumbing and electrical openings through the cabinet.

Install new cabinetry within the kitchen, including a 12" cabinet above the range.

The material budget for door and drawer knobs/handles is \$2.00 each.

All new cabinets, including the doors, are to be plywood or solid wood; no particleboard. The contractor is responsible for verifying all cabinetry material with the homeowner.

Remove and replace the kitchen countertop in the same configuration as the existing one. Install the new Formica countertop on veneered exterior-grade plywood. The homeowner will select the color and design within the budget.

Install a full-back splash.

Install a new double bowl sink and a new rotary ball faucet with a sprayer. The new sink is to be equal in size, configuration, and material thickness. Let the Homeowner select the design of faucet and sink within a material budget of \$300.00. Choose a model made by a reputable manufacturer.

Install new supply tubes. Install a new drain assembly. Install shut-off valves if valves are missing. Place escutcheon plates at all plumbing and electrical openings through the cabinet or wall.

Install a new kitchen ceiling-mounted ducted exhaust fan, ductwork, and roof hood, including an electrical switch. The exhaust fan should be rated for continuous ventilation, ENERGY STAR qualified, and labeled accordingly. It should be capable of moving 110 cfm at no more than 1.5 sones. Provide the housing inspector with verification of the sone rating and cfm of air movement. The exhaust fan is to have a built-in back draft damper. Patch any ceiling or roof opening relating to this work item.

Install a dedicated 20 amps line for the above exhaust fan.

Install a light fixture in the ceiling. Install a wall switch to operate the light fixture. The light fixture shall be ENERGY STAR qualified and labeled accordingly.

Provide the required number of tamper-proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet.

Provide a 4-prong receptacle with the required wiring for the electric range. Patch and paint walls and ceiling. Remove all protruded nails throughout the wall surfaces. Repair any crack(s). Patch

small holes with spackle. Patch with like material and matching thickness of existing walls and/or ceilings. Patched finishes should match the existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work.

4) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS

\$ 900.00

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

ADDITIONAL SERVICES:

\$ 3,600.00

1. Run new wires for the kitchen light
 2. Run new wires for kitchen outlets
 3. Remove and haul away all outlets (excludes storage/addition at West side) (*)
 4. Remove and haul away all switches (excludes storage/addition at West side) (*)
 5. Provide and install new tamper-resistant outlets (*)
 6. Provide and install new switches (*)
 7. Provide and install two new exterior GFCI outlets
 8. Provide and install four new ceiling lights with LED lightbulbs
 9. Provide and install two new exterior lights with LED Lightbulbs. (front & back)
 10. The bathroom will be checked and repaired if necessary
 11. Final Cleaning
- (*) (Locations: Living Room, Hallway, Bedroom (1), and bedroom (2))

CONTRACT AMOUNT: \$40,600.00

CONTRACT CHANGE ORDER REQUEST

CONTRACTOR: Regosa Engineering Services Inc

PHONE NUMBER: 786-486-5144

ADDRESS: 15700 NE 2 Avenue
Miami, Florida 33162

CUSTOMER: City of North Miami
Housing & Social Services
12300 NE 8th Avenue
North Miami, FL 33161
(305) 893-6511 ext.20000

DATE: 11/25/2024

PURCHASE ORDER # 279032

HOMEOWNER(s): Felix Lubin

ADDRESS OF JOB SITE: 75 NW 120 Terrace

CHANGE ORDER DESCRIPTION

1. Run new wires for the kitchen light
 2. Run new wires for kitchen outlets.
 3. Remove and haul away all outlets (Excludes storage/addition at West side) (*)
 4. Remove and haul away all switches (Excludes storage/addition at West side) (*)
 5. Provide and install new tamper-resistant outlets (*)
 - 6 Provide and install new switches (*)
 7. Provide and install two new exterior GFCI outlets.
 8. Provide and install four new ceiling lights with LED lightbulbs.
 9. Provide and install two new exterior lights with LED lightbulbs. (front and back)
 10. The bathroom will be checked and repaired if necessary
 11. Final Cleaning
- (*) (Locations: Living room, hallway, bedroom one, and bedroom 2)

Total of Change Order: \$3,600.00

Original Contract Amount: \$37,000.00 ?

New Contract Amount: \$40,600.00

NEW Expected Date of Completion: 1/14/2025

Contractor's Signature

GUSTAVO VELAZ 12/12/2024
Print Name Date

Housing Inspector's Signature

Tomnie Lee Frison 12/12/24
Print Name Date

Homeowner's Signature

FELIX LUBIN 12/12/2024
Print Name Date

Homeowner's Signature

N/A
Print Name Date

HSS Assistant Director's Signature

Gianfranco Patuzzo 12/13/2024
Print Name Date

HSS Director's Signature

Alberte Bazile 12/12/24
Print Name Date

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this day of July 23, 2024, by and among the following: **Felix Lubin**, (“Owner”)s, Owner(s) of the subject property; the **City of North Miami** (“City”), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **Regosa Engineering Services Inc.**, (“Contractor”), having its principal business address at, 15700 NE 2nd Avenue Miami, Florida 33162 collectively referred to as “Parties”, regarding the rehabilitation of the real property legally described as:

Lot 19, Block 12, OVERBROOK SHORES NO.2, according to the Plat thereof, recorded in Plat Book 50, Page 31, of the Public Records of Miami-Dade County, Florida a/k/a, 75 NW 120th Terrace, North Miami, Florida 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; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

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

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

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of Thirty-Six Thousand Nine Hundred Dollars and 00/100 Cents (**\$37,000.00**), which is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of Thirty-Five Thousand Dollars and 00/100 Cents (**\$35,100.00**) are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit “A”); In addition, One Thousand Nine Hundred Dollars and 00/100 (**\$1,900.00**) in Owner’s Funds are being utilized to make up for the total amount of the project

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

"City of North Miami, Florida
ISAOA ATIMA
(Its Successors and/or Assigns As Their Interests May Appear)
776 NE 125th Street
North Miami, Florida 33161-5654"
5. 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.
6. The Owner(s) acknowledges that the property is a primary residence, and agrees to continually occupy the property as a primary residence for at least a seven (7) year period commencing at the execution of this Agreement. If the Owner(s) fails to continually occupy this residence for a seven (7) year period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining on this seven (7) year period.

It is agreed and understood that the funds provided by the City derive from the CDBG Program and that the funds shall be secured by a non- interest bearing Promissory Note and Money Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of Five Thousand Fourteen Dollars and 00/100 Cents (**\$5,014.00**) each year over a seven (7) year period, until fully forgiven.

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

13. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owner(s) occur, as provided in paragraph 14, below.
14. The Owner(s) shall not release or amend this Agreement without the prior written consent of the City.
15. 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.
16. 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.
17. 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 Thirty-Five Thousand One Hundred Dollars and 00/100 Cents (**\$35,100.00**). 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 Thirty-Five Thousand One Hundred Dollars and 00/100 Cents (**\$35,100.00**), less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
18. The Owner(s) and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.
19. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
20. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this

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

21. 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.

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

- a. Failure by the Contractor to (i) commence work within thirty (30) days from the 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 in accordance with the time period 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. Insolvency or bankruptcy by the Owner(s) or by the Contractor.
- d. Failure by the Contractor to maintain the insurance required by the City.
- e. Failure by the Contractor to correct defects within a reasonable time as decided in the City's sole discretion.
- f. The breach of any term or condition of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner(s): Felix Lubin
75 NW 120th Terrace
North Miami, Florida, 33168

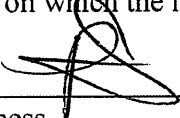
or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

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


30. 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.
31. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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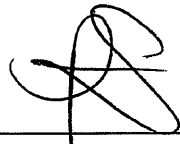
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.



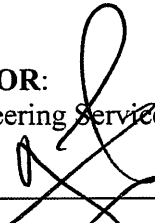
Witness
Date: 6/7/24



Felix Lubin, Owner
Date: 6-7-24

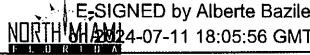


Witness
Date: 6/10/24

CONTRACTOR:
Regosa Engineering Services Inc
By: 

Date: 6/10/2024

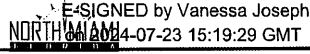
APPROVED BY:



Alberte Bazile, MBA
Housing & Social Services, Director

Date: July 11, 2024

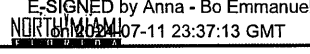
ATTEST:



Vanessa Joseph, Esq., City Clerk

July 23, 2024
City Clerk Date Signed

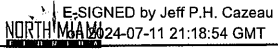
City of North Miami, a FLORIDA municipal Corporation, "City":



ANNA-BO EMMANUEL, ESQ., FRA-RA
Interim City Manager

July 11, 2024
Interim City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



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

July 11, 2024
City Attorney Date Signed

Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

GENERAL CONDITIONS

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

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

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

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

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

The Contractor must obtain all required permits within fifteen (15) days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that ensures its full completion: no later than thirty (30) days for exterior work and one hundred twenty (120) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

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

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 5/10/15-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

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

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

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

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

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

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

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

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

Homeowner shall provide the Contractor access to the property; Monday thru Saturday, 8am thru 6pm.

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

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

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

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

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

PERMITS AND MISCELLANEOUS FEES

The Contractor is responsible for all permits, inspections, process fees, impact fees, miscellaneous fees, Notice of Commencement, engineering, or surveys required to complete the following tasks.

- 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

EXTERIOR

1) REPLACE ALL EXTERIOR WINDOWS WITH NEW IMPACT-RATED WINDOWS
APPROXIMATE NUMBER OF EXISTING WINDOWS 13 **\$14,000.00**

Modify the West structure (study room) of the property to be in compliance with the FBC prior to installing the hurricane impact windows.

The home does not comply with the FBC & Miami-Dade codes for wind-borne debris-protected window openings.

Remove existing windows and install new impact replacement windows and standard factory-tinted glass. All operable windows must have screens. Install windows and their components in strict compliance with the Florida Building Code (including FBC Energy Conservation) and Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

The contractor is to provide the required engineering. This item requires a permit.

- The approximate number of openings above is not for bidding purposes. The Contractors will verify the measurements/dimensions and total number of openings for new windows.
- The new replacement windows shall be white. They can also be aluminum, single-hung, horizontal, and/or fixed.
- All exposed anchoring screws shall be the same color as the window frame.
- Replace cracked and damaged windowsills. Replacement windowsills shall be ½" marble sills matching the existing size, thickness, and color.
- The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not oversize notch-out the windowsills and use a filler material to conceal the mullion clips.
- Replace deteriorated wood buck, set buck in premium silicone sealant.
- Repair/replace all damaged surfaces inside and out, caused by windows removal. Modifications or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and residue on the glass after all final inspections.

- Homeowner must agree and sign off on the final windows design, operation of windows, obscure glass, color of frames, and degree of tinted glass from the standard stock, for each window opening,
- Impact-rated products must be listed as wind-borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet requirements for the HVHZ; systems must have either a Miami-Dade NOA or FBC Approval marked "For Use in the HVHZ."

2) ELECTRIC UPGRADE INCLUDING SERVICE, PANEL AND WIRING **\$ 8,000.00**

Replace the existing electrical disconnect box and interior panel box. The contractor shall inspect the panel to verify the amperage for current home demand. As required by the Florida Building Code (FBC) and National Electrical Code (NEC), relocate and upgrade the new service and panel. This item requires a permit.

- Coordinate electrical service with Florida Power and Light Company.
- Replace all aluminum wiring not acceptable for service conductors.
- Separate and balance the existing circuits. Clearly label all circuits in the panel box. DO NOT use a marker directly on the metal box. Install a minimum of two (2) full-size spare circuit breakers.
- Provide and install tamper-proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathroom(s), kitchen, all outside receptacles, and non-grounded receptacles. Provide code required outlets for the washer and provide a 4-prong receptacle with the required wiring for the electric dryer and refrigerator.
- Replace damaged, malfunctioning, painted-over, and/or missing switches, cover plates, receptacles, and GFCIs. Properly cover and seal junction boxes. The new receptacles should be modern, polarized, grounded, tamper-proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings. Correctly polarize and ground all outlets and receptacles. Provide lighting receptacles in the laundry room with LED lights.
- Patch and paint any affected areas associated with this work item to match the existing adjacent surfaces, and paint from cut-line to cut-line.
- Remove abandoned electrical wiring, connections, and conduit.

3) KITCHEN RENOVATION

\$ 14,000.00

The intent of the following specifications in this work item is to provide a new kitchen for the property.

Contractor shall confer with the homeowner to verify measurements, layout, and dimensions for the kitchen base and wall cabinets. Repair all damaged and adjacent surfaces caused by this installation, removal, and modifications, restoring to original condition. Haul away debris from the property at once. Homeowner to select color and design of cabinet, from standard stock. Place escutcheon plates at all plumbing and electrical openings through the cabinet.

Install new cabinetry within the kitchen, including a 12" cabinet above the range.

The material budget for door and drawer knobs/handles is \$2.00 each.

All new cabinets, including the doors, are to be plywood or solid wood; no particleboard. The contractor is responsible for verifying all cabinetry material with the homeowner.

Remove and replace the kitchen countertop in the same configuration as the existing one. Install the new Formica countertop on veneered exterior-grade plywood. The homeowner will select the color and design within the budget.

Install a full-back splash.

Install a new double bowl sink and a new rotary ball faucet with a sprayer. The new sink is to be equal in size, configuration, and material thickness. Let the Homeowner select the design of faucet and sink within a material budget of \$300.00. Choose a model made by a reputable manufacturer. Install new supply tubes. Install a new drain assembly. Install shut-off valves if valves are missing.

Place escutcheon plates at all plumbing and electrical openings through the cabinet or wall.

Install a new kitchen ceiling-mounted ducted exhaust fan, ductwork, and roof hood, including an electrical switch. The exhaust fan should be rated for continuous ventilation, ENERGY STAR qualified, and labeled accordingly. It should be capable of moving 110 cfm at no more than 1.5 sones. Provide the housing inspector with verification of the sone rating and cfm of air movement. The exhaust fan is to have a built-in back draft damper. Patch any ceiling or roof opening relating to this work item.

Install a dedicated 20 amps line for the above exhaust fan.

Install a light fixture in the ceiling. Install a wall switch to operate the light fixture. The light fixture shall be ENERGY STAR qualified and labeled accordingly.

Provide the required number of tamper-proof GFCI Receptacles along the kitchen countertop, i.e.,

there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet.

Provide a 4-prong receptacle with the required wiring for the electric range. Patch and paint walls and ceiling. Remove all protruded nails throughout the wall surfaces. Repair any crack(s). Patch small holes with spackle. Patch with like material and matching thickness of existing walls and/or ceilings. Patched finishes should match the existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work.

4) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS

\$ 1000.00

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

CONTRACT AMOUNT: \$37,000.00

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

Commencing Work

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

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

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

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

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

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

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

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