

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

THIS AMENDMENT TO THE STATE HOUSING INITIATIVE 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 125th Street, North Miami, Florida 33161 (“City”), **Building & Remodeling Inc.** (“Contractor”) having its principal business address at 1100 SW 124th Street, Miami, Florida 33176, and **Paul Philostin** (“Owner”). The City, Contractor, and Owner shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on November 13, 2024, the Parties entered into a State Housing Initiatives Partnership (SHIP) 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 Dollars and 00/100 Cents (\$3,000.00).

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 Thirty-Two Thousand Dollars and 00/100 Cents (\$32,000.00). SHIP funds in the amount of Twenty-Nine Thousand Nine Hundred Sixty Dollars and 00/100 Cents (\$29,960.00) are being utilized, with Two Thousand Forty Dollars and 00/100 Cents (\$2,040.00) in General funds being added for the rehabilitation of the subject property.
2. **Article 8** is hereby amended to reflect a yearly forgiven amount of Four Thousand Five Hundred Seventy-One Dollars and 43/100 Cents (4,571.43) over the seven (7) year affordability period.
3. **Article 19** is hereby amended to reflect a limitation on liability amount of Thirty-Two Thousand Dollars and 00/100 Cents (\$32,000.00)
4. **Exhibit A. REVISED SCOPE OF SERVICES** is hereby amended to include the additional requested services and total contract amount.
5. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

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

ATTEST:

Jon H. Jon
Witness

Date: 1/6/2025

Jon H. Jon
Witness

Date: 1/2/2025

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

Paul Philostin
"Owner":

By: [Signature]

Print Name: Paul Philostin

Date: 1-6-2025

CONTRACTOR:

By: [Signature]

Date: 1/2/2025

Date: _____

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

Anna-Bo Emmanuel Esq., FRA-RA

Interim City Manager Date Signed



CONTRACT CHANGE ORDER REQUEST

CONTRACTOR: BUILDING & REMODELING INC
ADDRESS: 16515 SW 104 COURT
MIAMI FLORIDA 33157

PHONE NUMBER: 954-668-3043

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

DATE: 12/10/2024

PURCHASE ORDER # 279359

Funding: SHIP

HOMEOWNER(s): PAUL PHILOSTIN **ADDRESS OF JOB SITE:** 1675 NW 121 STREET

Line Item #	Description	Cost
	PLUMBING: REMOVE & REPLACE DAMAGE UNDERGROUND CAST IRON DRAINAGE PIPE	\$ 3,000.00
Total of Change Order:		\$3,000.00
Original Contract Amount:		\$29,000.00
New Contract Amount:		\$32,000.00
NEW Expected Date of Completion:		12/30/2024

Contractor's Signature

WILLIAMS CORACELIN

Print Name

Date

Homeowner's Signature

PAUL PHILOSTIN

Print Name

Date

HSS Assistant Director's Signature

Gianfranco Patuzzo

Print Name

Date

Housing Inspector's Signature

Tommie Lee Frison

Print Name

Date

Homeowner's Signature

Print Name

Date

HSS Director's Signature

Alberte Bazile

Print Name

Date

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

THIS AGREEMENT is entered into this day of November 13, 2024, by and among the following: **Paul Philostin** ("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 **Building & Remodeling Inc.** ("Contractor"), having its principal business address at, 1100 SW 124 Street, Miami Florida 33176 collectively referred as the "Parties," regarding the rehabilitation of the real property legally described as:

Lot 15, Block 38, of Sunkist Grove, according to the Plat thereof, as recorded in Plat Book 8, at Page 49, of the Public Records of Dade County, Florida, a/k/a 1675 NW 121 Street, North Miami, Florida 33167 ("Subject Property")

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-Nine Thousand Dollars and 00/100 Cents (\$29,000.00)**, 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-Nine Thousand Dollars and 00/100 Cents (\$29,000.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit "A"). are being utilized to make up for the total amount of the project

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, 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
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 flood plain 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 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 **Four Thousand One Hundred Forty-Two Dollars and 86 /100 Cents (\$4,142.86)** 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 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 agrees to re-pay 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 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 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-Nine Thousand Dollars and 00/100 Cents (\$29,000.00)**. 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-Nine Thousand Dollars and 00/100 Cents (\$29,000.00)**. 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 right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
24. A default shall include but not be limited to the following acts or events of 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 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 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: Building & Remodeling Inc.
Beauvoir, Jeffrey (Registered Agent)
16515 SW 104 CT
Miami, Florida, 33157

If to Owner: Paul Philostin
1675 NW 121 Street
North Miami, Florida, 33167

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.

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.

Li R Jin

Witness

Date: 9/16/2024

Paul Philostin

Paul Philostin, Owner

Date: 9/16/2024

Li R Jin

Witness

Date: 9/13/24

CONTRACTOR:
Building & Remodeling Inc

By: [Signature]

Date: 9/13/2024

APPROVED BY:

E-SIGNED by Alberte Bazile
NORTH MIAMI 2024-11-04 20:17:17 GMT

Alberte Bazile, MBA
Housing & Social Services, Director

Date: November 04, 2024

ATTEST:

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

E-SIGNED by Vanessa Joseph
NORTH MIAMI 2024-11-13 16:20:27 GMT
Vanessa Joseph, Esq., City Clerk

November 13, 2024
City Clerk Date Signed

E-SIGNED by Anna-Bo Emmanuel
NORTH MIAMI 2024-11-12 23:34:24 GMT
ANNA-BO EMMANUEL, ESQ., FRA-RA
Interim City Manager

November 12, 2024
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

E-SIGNED by Jeff Cazeau
NORTH MIAMI 2024-11-12 22:39:20 GMT
Jeff P. H. Cazeau, Esq., City Attorney

November 12, 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 5/10/15/25-year roof warranty, depending on the type of roof. 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.**

01) REPLACE EXTERIOR WINDOWS WITH IMPACT WINDOWS

\$15,000.00

LOCATIONS: LIVING/DINING ROOM, NORTHEAST BEDROOM, SOUTHEAST BEDROOM, KITCHEN, MAIN BATHROOM - APPROXIMATE NUMBER OF EXISTING WINDOWS 8 and NUMBER OF WINDOW OPENINGS 8

DO NOT REPLACE WINDOWS IN THE STORAGE BUILDING ADDITION

Reason for replacement: existing windows are old crank-out awning windows, some are jalousie windows: poor performance — opening and closing is a difficult task; not weather-tight. The home is out of compliance with the FBC & Miami-Dade codes for wind-borne debris protected window openings.

Remove the security screens and bars, give them to the homeowner. Do not replace.

Remove existing windows and install new impact replacement windows and standard factory tinted glass.

Install windows and its components in strict compliance with Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). Contractor is to provide required engineering. This item requires a permit.

- a) **The approximate number of openings and windows above are not for bidding purposes, the Contractors must verify measurements/dimensions and total number of new windows.**
- b) The new replacement windows shall be:

1. The new replacement windows can be single hung, horizontal and/or fixed.
 2. Window frames - aluminum and white in color.
 3. All operable windows must have screen panels.
 4. Homeowner written approval is required on final window design, operation of windows, obscure glass, color of frames and degree of tinted glass from the standard stock, for each window openings.
- c) Install casement windows, if required because size restriction for egress.
- d) **Install windows with low-solar-gain (low-E) glass, NFRC Label: Solar Heat Gain Coefficient (SHGC) \leq 0.29.**
1. Explain to the Homeowner the color of the glass tint. Homeowner written approval is required.
 2. Provide a sample tinted glass for the Homeowner written approval prior to ordering the SGD.
- e) All exposed anchoring screws shall be the same color as the window frame.
- f) Install obscure glass in bathroom windows.
- g) Replace tiled windowsills, except bathroom. Replace wood, cracked and damaged windowsills, minor scratches are permissible. Replace missing windowsills. Replacement windowsills shall be ½" marble sills. Match the new marble sills color and pattern as close as possible.
- h) Remove all previously installed security screen, shutters, awnings and attachment hardware including makeshift shutters, patch, and spot paint, match existing paint as close as possible.
- i) Repair/replace all damaged surfaces inside and out, caused by windows and security screen/bars removal. Repair existing damaged side walls (window returns) inside the window openings. Modifications or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces. The **Contractor must obtain Homeowner signature acknowledging that spot painting may not match.**
- j) Remove the manufacturers' stickers and residue on the glass after all final inspections.

k) Warranty - Contractor to register the windows with the manufacturer and provide the following to the Homeowner:

- 1 - copy of the warranty
- 2 – name of dealer
- 3 – proof of sales order number
- 4 – proof of shipping date

BATHROOM

02) BATHROOM

\$14,000.00

INSTALL TOILET ADA COMPLIANT

Reason for replacement: the existing toilet is not water efficient and too low for ease of use.

Remove toilet and install a new toilet with slowly closing toilet seat.

Discuss with the Homeowner, regular elongated, compact elongated or round toilet design and color for their selection of replacement. The toilet bowl height should stand ~17", ADA compliant in height. Material budget amount, including sales tax, for the toilet only is \$350 and slow closing toilet seat \$40.00.

Install a new toilet listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush.

Acceptable toilet is American Standard Champion series or approved equal.

Install new supply tube, escutcheon and shut off valve. This item requires a permit.

- a) The new toilet must have a minimum 2-3/8-inches fully glazed trapway (outlet).
- b) Contractor must determine the correct toilet rough-in measurements prior to bidding.

INSTALL SINK, FIXTURE AND VANITY

Reason for replacement: vanity is in poor condition.

Remove and replace the vanity and sink/countertop. Haul away all debris from property at once. The new vanity and cultured marble sink countertop shall have the same dimensions as the existing. Discuss the vanity cabinet storage amenities with



Homeowner, prior to purchasing the vanity and top. The Homeowner will select these amenities from standard stock.

This item requires a permit.

- a) After vanity, removal, patch and prime the walls concealed by the vanity and back splash; patch and finish paint all exposed walls behind the vanity. All exposed walls under vanity must have a finished appearance.
- b) The new vanity shall be plywood or solid wood including the doors, no particleboard.
CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.
- c) The sink (cultured marble sink) shall be formed as an integral part of the countertop or approved equal. Homeowner will select the color and style for the cabinet, and sink/countertop within the contractor material budget for supplying solid wood vanity with raised wood doors and cultured marble sink.
- d) Install a new faucet listed in the U.S. Environmental Protection Agency's (EPA) WaterSense® program. Acceptable faucet designs are lever-operated, push-type controlled mechanisms, discussed with the Homeowner. Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist. There shall be no plastic construction on the faucet outer body and handles.
- e) Provide faucet with manufacturer lifetime limited warranty to be leak and drip free, and free of defects in material and workmanship.
- f) Install new supply tubes. Install new drain assembly for the sink. Install new shut off valves.
- g) Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.



INSTALL SHOWER ENCLOSURE

Reason for replacement: the tub is replaced with aa accessible walk-in shower.

Remove the existing tub, fixtures, drain assembly, tiled tub surround and substrate, and re-work existing rough plumbing, all to accommodate the new shower installation. Haul away all debris from property at once.

Refer to the 'Lead-Based Paint Inspection Report' provided by AGC Consultants, LLC., Project No. AGC-24-0017 performed on January 6, 2024. **The results of this report indicate lead in the amount greater than or equal to 1.0 mg/cm(2) in paint was found bathroom.**

Install 2x-lumber in the shower alcove for the curb and blocking in the stud bay.

The shower floor elevation should not be lower than the bathroom floor elevation. Using a "pre pitch shower system", install a pre-pan with floor mortar over galvanized metal lath; forming a ¼" in every 12" sloped of shower floor.

Install a sheet of CPE waterproof membrane and test for water leaks overnight.

Install cement-board on the alcove walls.

Properly install floor mortar and metal lath over the CPE membrane, including the curb.

Protect the drain weep holes from plugging with mortar.

The Homeowner is to select tile colors and sizes within a material allowance including sales tax of \$4.00 per square foot floor and wall tile; this does not include the appropriate trim and finishing materials.

This item requires a permit.

- a) Install new tiled shower base, adjust floor drain and tile walls. Install floor tiles or marble on the curb, establish a greater slope toward the shower base, so water drains back into the shower.
- b) Install wall tiles to ceiling height.
- c) Install appropriate trim tiles on all exposed edges.
- d) This is a retrofit work item, only patch the floor, walls and ceiling to match the adjacent surface outside the work item area and/or Homeowner may select a contrasting transition tile. Provide a finished look. THE FLOOR AND WALL TILE OUTSIDE THE SHOWER AREA WILL NOT BE REPLACED.
- e) Repair or reinforce damage framing members before installing new wall surfaces. Secure showerhead.
- f) In the shower enclosure, install approximately 17" x 25" rectangular (ready for tile) recessed shower shelf niche. See Homeowner for location exact location and size.
- g) Install shut-off valves or shower control fixtures with integral stops. Provide proof of integral stop. Install the shower control between 40 to 50 inches above the finished

floor. There is no rear access panel, therefore the adjacent room wall may have to be removed and replaced to perform the repair work.

There shall be no plastic construction on the control valve trim kit and showerhead.

Acceptable designs for the shower/tub control fixture are lever-operated, push-type controlled mechanisms, pressure balanced, anti-scald type as manufactured by American Standard, Delta, Kohler or approved equal, with Manufacture Lifetime Limited warranty covering parts and finish defect. Controls and operating mechanisms will be operable with one hand and should not require tight grasping.

- h) Install new adjustable handheld personal shower and body spray fixture with a 79" shower hose. The showerhead must be WaterSense labeled, using no more than 2.0 gallons of water per minute. Discuss spray pattern with Homeowner prior to purchasing, for their selection of replacement.
- i) Install new two frameless tempered glass (3/8" minimum glass thickness) bi-pass shower doors, Homeowner to select finish of trim and style of doors within the Contractor material budget. Apply a heavy bead of silicone caulk to the underside of the threshold. Do not attach shower doors threshold with screws or other fasteners that can puncture the shower curb.
- j) In the shower area, install ADA compliant stainless-steel grab bars, 36" grab bar on the sidewall and 24" grab bar on the rear wall. See Homeowner for exact placement. Reinforce the walls for the grab bars installation. The grab bars must have escutcheons plates to conceal the anchoring.

TILE BATHROOM FLOOR

AND (OUTSIDE SHOWER) REMOVE WALL TILES

PATCH AND PAINT WALLS AND CEILING

Reason for installation: the existing wall covering is in poor condition; the shower tile enclosure is replacement under another work item.

Outside the shower area, remove the floor covering; remove all walls material down to the bare framing members. Remove all loose or deteriorated framing material. Install the required framing, backing and/or furring strips. This item requires a permit.

- a) Ceiling and walls – do not replace the wall tiles. Tape and finish new 5/8" moisture resistant drywall walls material. Repair any ceiling crack(s) by re-taping joints, patch

small holes with spackle, patch with like material in thickness and matching thickness of existing ceiling. Provide a smooth wall finish. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work. Include the painting of wood trim and door. Paint per the General Paint Specifications.

- b) Floor - Replace the existing floor tile with new ceramic floor tiles. First, inspect sub-floor and make repairs that will assure it provides a solid, stable condition. Use the appropriate trim and finishing materials for a good tile installation, e.g., bull nose tiles, base tiles and doorway thresholds. Ensure consistent spacing between tiles. Homeowner is to select tile colors and sizes. Material allowance for tile including sales tax is \$4.00 per square foot; this does not include appropriate trim and finishing materials. Check resulting floor height for smooth transitions to adjacent floor. The toilet may require an extension flange. If required, apply grout sealer to grout lines and tile sealer to seal porous tiles.
- c) The Contractor and Homeowner assumes all responsibility for a joint final inspection of the product quality. Inspection of all flooring should be done prior to installation. Carefully examine the flooring for color, finish and quality before installing it. If the material is not acceptable, do not install it. The Contractor must use reasonable selectivity and hold out or cut off pieces with deficiencies, whatever the cause. Should individual pieces be doubtful as to grade, manufacture or factory finish, the Contractor should not use the piece.

INSTALL BATH ACCESSORIES

- a) Bath accessories - Reason for installation: the bathroom is renovated.

Remove existing bath accessories.

Outside shower area, install new polished chrome and/or ceramic bath accessories: two (2)-towel bar and paper holder. Homeowner will select from standard stock: material allowance including sales tax is the accumulative total averaging \$20 per fixture.

- b) Medicine cabinet - Reason for installation: the bathroom is renovated.

Remove existing mirror.

Install a 36" wide medicine cabinet as manufactured by Kohler. For cabinet attachment, use washer head cabinet screws or cabinet screws with cup washers.

Repair all damaged walls caused by removal. Modification or repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces.

INSTALL BATHROOM EXHAUST FAN

Reason for installation: there is no bathroom ventilation.

Install a new bathroom exhaust ceiling fan (venting to the exterior); ENERGY STAR® qualified and labeled accordingly.

Install ductwork to the exterior. PROVIDE PICTURES OF THE DUCTWORK.

Both exhaust fan and the termination cap are to have built-in back draft dampers.

Operate the fan by a separate delay timer switch.

The exhaust fan should have a noise rating of 0.3-1.5 sone.

Verify the cubic feet per minute (cfm) of air movement required for the new fan.

- Wall and ceiling fans CFM calculations based upon the room size:
- Cubic feet times .13 factor
- $CF \times .13 = CFM$

Provide verification of sone rating and cfm of air movement upon completion to Housing Inspector.

Do not penetrate the roof.

Patch any ceiling, soffit, wall opening relating to this work item.

This item requires a permit.

INSTALL HORIZONTAL STRIP LIGHT OR LIGHT FIXTURE AND GFCI

Reason for replacement: the bathroom is renovated.

Remove existing strip light fixture and GFCI receptacle.

Install a horizontal strip light or light fixture above the vanity, operating on a separate switch. Homeowner will select the light fixtures within the material budgeted amount of \$75.00; ENERGY STAR® qualified and labeled accordingly. This item requires a permit.

TOTAL CONTRACT AMOUNT : **\$29,000.00**

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 January 6, 2024. 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, the 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 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. 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.)
- seq.);
2. Lead-Based Paint
 - Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et
 - 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.