

**CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
ELDERLY EMERGENCY REPAIR PROGRAM GRANT AGREEMENT**

This **ELDERLY EMERGENCY REPAIR PROGRAM GRANT AGREEMENT** ("Agreement") is entered into this _____, by and among the following parties: **Pablo M. Perez, Yenny Perez, and Blanca Stella Garcia** ("Owner(s)"), the owners of the subject property; the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 NE 125 Street, North Miami, Florida 33161; and **Louminel General Contractor, LLC** ("Contractor"), a Florida corporation, with its principal business address at 9671 Dunhill Drive, Miramar, Florida 33025, (collectively referred to as the "Parties"), regarding the rehabilitation of the real property legally described as:

Lot 12, Block 46, Alhambra Heights Section 5, according to the map or plat thereof, as recorded in Plat Book 46, Page(s) 84, of the Public Records of Miami-Dade County, Florida a/k/a, 445 NW 125 Street, North Miami, FL 33168 ("Subject Property").

WITNESSETH:

WHEREAS, since 1994, the City has received Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide a source of funding for various community and economic development programs and projects; and

WHEREAS, the City has determined through its Consolidated Plan for CDBG funds, adopted by the Mayor and City Council on October 13, 2020, under Resolution 2020-R-116, that it will provide assistance to eligible homeowner within the City for the purpose of rehabilitating their properties ("Project"), in accordance with CDBG criteria; and

WHEREAS, as part of the Consolidated Plan, the City has established the Elderly Emergency Repair Program ("Program") to provide elderly emergency repairs toward exterior home repair services for elderly, age 62 or older, low and moderate-income Owner of single-family homes in the City; 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 grant money in the amount of **Nine Thousand Dollars and 00/100 Cents (\$9,000.00)**, the Parties acknowledge the receipt of the grant funds and agree as follows:

1. **CDBG Funding.** CDBG funds for **Nine Thousand Dollars and 00/100 Cents (\$9,000.00)**, are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit "A").
2. **Scope of Services and Responsibilities.** The Specifications & Proposal ("Contract Documents") related to the Project, attached as Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Project, and the Parties agree to abide by and comply with their respective roles and responsibilities.
3. **City's Responsibility.** The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. **Project Compliance.** 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.

5. **Property Maintenance and Insurance Requirements.** The Owner agrees to maintain the Property in good condition following completion of the Project. If the Property is located within a 100-year flood plain zone as designated by the Federal Emergency Management Agency (FEMA), the Owner shall be required to maintain an active flood insurance policy on the Property at all times thereafter.
6. **HOME Funds Acknowledgment.** The Parties acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
7. **Affordability Period and Owner Occupancy Requirement.** The Owner acknowledges that the Property is currently occupied as their primary residence and agrees to continually occupy the Property as their primary residence.
8. **Enforcement and Remedies.** In the event that the Owner(s) fails to comply with any of the covenants, conditions, or restrictions set forth in this Agreement, the City shall have the right to pursue all available remedies at law or in equity. Such remedies may include, but are not limited to, the initiation of civil action, and the recovery of court costs, attorneys' fees, and reasonable administrative expenses incurred by the City in enforcing the provisions of this Agreement.
9. **Right of Inspection.** The City reserves the right to periodically inspect the Property to ensure compliance with the terms and conditions of this Agreement.
10. **Inspection Interference and Termination.** In the event that the Owner or Contractor obstructs or denies the City access to the Property for the purpose of inspecting the Project for compliance with this Agreement, the Contract Documents, or applicable federal, state, or local laws—including regulations of the U.S. Department of Housing and Urban Development (HUD)—the City shall have the right to immediately terminate this Agreement. Upon such termination, the City may retain all undisbursed funds, seek reimbursement of any funds previously disbursed for the Project, and pursue any other remedies available under this Agreement or at law or in equity. Any act by the Owner or Contractor to prevent or interfere with the City's inspection shall constitute a default under this Agreement and entitle the City to exercise all available legal and equitable remedies.
11. **Contractor Termination Compensation.** If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default under this Agreement, the Contractor shall be entitled to compensation for labor and materials expended through the effective date of termination, plus a reasonable allowance for overhead and profit, not to exceed twenty percent (20%) of the total cost of labor and materials. As a condition of such payment, the Contractor shall submit verifiable written documentation substantiating all labor and materials expenses. Any such compensation shall be paid from the funds allocated for the Project.
12. **Amendments and Releases.** The Owner shall not release, assign, or amend this Agreement, in whole or in part, without the prior written consent of the City. Any attempted release or amendment without such consent shall be null and void.
13. **Waiver of Litigation and Liens.** The Contractor, including its subcontractors, agents, and employees, hereby waives any right to initiate litigation against the City or the Owner for any alleged breach of this Agreement and agrees to resolve all disputes arising under or relating to this Agreement exclusively through alternative dispute resolution methods. Furthermore, the Contractor, its subcontractors, agents, and employees expressly waive any right to file or enforce a mechanic's or construction lien or any other encumbrance against the Property.
14. **Finality of Payment.** Payment to the Contractor for the Project shall be made in accordance with the procedures and schedule set forth in **Exhibit "B"**. Upon issuance of payment by the City to the Contractor, the City shall be deemed fully and automatically released and discharged from any and

all further obligations, liabilities, or commitments to the Owner, the Contractor, or any third party in connection with the Project.

15. **Limitation of Liability.** The City enters into this Agreement with the express understanding that its total liability for any and all claims, causes of action, or disputes arising out of or related to this Agreement shall in no event exceed its total monetary commitment of **Nine Thousand Dollars and 00/100 Cents (\$9,000.00)**, less any amounts actually disbursed by the City pursuant to this Agreement. The Owner and the Contractor expressly agree to this limitation and acknowledge that the City would not have entered into this Agreement absent such limitation on liability. Nothing in this provision or elsewhere in this Agreement shall be construed as a waiver of the City's sovereign immunity or the limitations on liability set forth in Section 768.28, Florida Statutes.
16. **Indemnification.** The Owner and the Contractor shall, jointly and severally, indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement or any breach thereof.
17. **No Assignment or Sublease.** The Owner and the Contractor shall not assign, sublease, convey, or otherwise transfer any interest in this Agreement, whether in whole or in part, without the prior written consent of the City. Any attempted assignment or transfer without such consent shall be void and of no effect.
18. **Notice of Default and Termination.** In the event of a default by the Owner or the Contractor, the City may issue a written notice of default to the defaulting party(ies) by U.S. Mail. If the default is not cured to the satisfaction of the City within thirty (30) calendar days from the date of mailing, the City may, in its sole discretion, terminate this Agreement without further liability. Upon termination, the City shall determine the reasonable compensation, if any, due to the Contractor for work satisfactorily completed as of the termination date, including any costs incurred to return the work site to a safe and suitable condition.
19. **Legal Remedies.** In addition to the right of termination, the City shall be entitled to pursue any and all legal and equitable remedies available under Florida law, including but not limited to the initiation of legal proceedings in a court of competent jurisdiction in Miami-Dade County, Florida, to enforce its rights under this Agreement. In any such action, the City shall be entitled to recover its costs, including reasonable attorneys' fees and expenses, at both the trial and appellate levels, to the extent permitted by law.
20. **Events Constituting Default.** For purposes of this Agreement, a default shall include, but not be limited to, the occurrence of any of the following acts or omissions by the Owner, the Contractor, or their respective agents, servants, employees, or subcontractors:
 - a. **Failure to Commence or Complete Work.** Failure by the Contractor to:
 - i. commence work on the Project within thirty (30) calendar days from the date of this Agreement;
 - ii. diligently prosecute the work to completion and secure a Final Certificate of Completion within sixty (60) calendar days from the date of this Agreement; or
 - iii. submit all required documentation necessary to process final payment within thirty (30) calendar days of issuance of the Final Certificate of Completion.

For purposes of this subsection, "commencement of work" and "active progress" shall mean, in the opinion of the City, the consistent presence of a sufficient workforce and equipment at the job site actively incorporating materials and performing work in accordance with the Contract Documents on each working day, weather permitting.

- b. **Regulatory Noncompliance.** Failure by the Contractor to comply with any applicable federal, state, or local building, fire, life safety, housing, or zoning law, rule, regulation, or code.
- c. **Insolvency or Bankruptcy.** The filing by or against the Owner or Contractor of a petition for bankruptcy, insolvency, or reorganization under any bankruptcy or insolvency law, or the appointment of a receiver or trustee for the benefit of creditors.
- d. **Failure to Maintain Insurance.** Failure by the Contractor to obtain or maintain the insurance coverage required by the City under this Agreement.
- e. **Failure to Remedy Defective Work.** Failure by the Contractor to correct any defective or nonconforming work within a reasonable time after notification by the City, as determined in the sole discretion of the City.
- f. **Breach of Agreement.** Any other breach of the terms, conditions, covenants, or representations contained in this Agreement.

21. **Bankruptcy and Insolvency Provisions.**

- a. **Owner Bankruptcy—Post-Funding Default.** If this Agreement has been fully executed and funds have been disbursed, and the Owner files for bankruptcy or becomes the subject of an involuntary bankruptcy proceeding, the following shall apply:
 - i. 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 shall acknowledge the validity, extent, and priority of any lien recorded in favor of the City. The Owner further agrees that the City may, at its sole option, seek relief from the automatic stay imposed under 11 U.S.C. § 362, pursuant to subsections (d)(1) or (d)(2). The Owner knowingly and voluntarily waives any notice requirements under 11 U.S.C. § 362 and applicable local bankruptcy rules.
 - ii. If the City elects not to seek relief from the automatic stay, or if such relief is denied, the City shall be entitled to adequate protection payments under 11 U.S.C. § 361.
 - iii. If the Owner files for bankruptcy under Chapter 13 of the Bankruptcy Code, the Owner agrees to cure any payment arrears within a period not to exceed twenty-four (24) months from the date of the confirmation order. These cure payments shall be made in addition to the regular monthly obligations under any promissory note or recorded mortgage, if applicable. The Owner further agrees that the City is oversecured and entitled to interest and attorneys' fees under 11 U.S.C. § 506(b), to be treated as an administrative expense.
- b. **Owner Bankruptcy—Pre-Funding Default.** If this Agreement has been fully executed but funds have not been disbursed, and the Owner files for bankruptcy, the following shall apply:
 - i. The commencement of a bankruptcy proceeding by or against the Owner shall constitute a default under this Agreement.
 - ii. The Owner acknowledges that this Agreement is an executory contract under 11 U.S.C. § 365 and that, pursuant to § 365(c)(2), it may not be assumed or assigned without the City's prior written consent.
 - iii. If the City consents to assumption, the Owner shall file a motion to assume the Agreement within ten (10) days of receiving written consent, regardless of the bankruptcy chapter under which the case is pending. The Owner further acknowledges that the Agreement may not be assigned under 11 U.S.C. § 365(f), absent City approval.
- c. **Execution of Agreement Post-Bankruptcy Filing.** If the Owner is in active bankruptcy at the time the parties wish to execute this Agreement:
 - i. At the City's request, the Owner shall file a motion seeking authorization to obtain post-petition financing under 11 U.S.C. § 364(d)(1).
 - ii. Any funds provided by the City shall be secured by a lien on the Property with priority over all other liens, unless otherwise agreed in writing.

- iii. In the event of a default, the City retains the right to pursue all legal and equitable remedies as provided in this Agreement and under applicable law.

22. **Contractor Bankruptcy.** If this Agreement has been fully executed and the Contractor files for bankruptcy, the following shall apply:
- a. The Contractor acknowledges that the filing of a voluntary petition under 11 U.S.C. § 301, or the entry of an order for relief under 11 U.S.C. § 303, constitutes a default under this Agreement. The Agreement is deemed an executory contract under 11 U.S.C. § 365. The Contractor shall file a motion to assume the Agreement within fifteen (15) days of filing or within five (5) days of an order for relief, as applicable. The City reserves the right to oppose such assumption.
 - b. If the Contractor does not assume the Agreement, or assumption is denied, the City may assert a claim of recoupment against any amounts otherwise due to the Contractor under this Agreement.
 - c. If the Bankruptcy Court authorizes assumption of the Agreement, the Contractor must cure all existing defaults and provide adequate assurance of future performance, including timely and full completion of the Project as required under this Agreement.
 - d. If the Owner files for bankruptcy, the Contractor agrees to be fully bound by the provisions set forth in Paragraph 22 (a)(1), (a)(2), (a)(3), (b), and/or (c), as applicable. The Contractor acknowledges and agrees that if the City is excused from performance due to the Owner's bankruptcy, the Contractor shall have no recourse against the City and shall be subject to any defenses or rights of recoupment the City could assert against the Owner.
23. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Miami-Dade County, Florida.
24. **Compliance with Federal Law.** The Owner shall comply with all applicable requirements set forth in Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.), and any regulations promulgated thereunder.
25. **Notices and Demands.** All notices, demands, correspondence, or other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if delivered by hand, or if sent by certified or registered U.S. mail, postage prepaid, return receipt requested, to the following addresses:

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: Louminel General Contractor, LLC
Louis Marie R. Nelson, Registered Agent
9671 Dunhill Drive
Miramar, Florida 33025

If to Owner: Pablo M. Perez, Yenny P. Perez, Blanca Stella Garcia
445 NW 125 Street
North Miami, FL 33168

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

26. **Binding Effect.** It is understood and agreed that this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, executors, successors, and assigns, as permitted herein.
27. **Amendments and Modifications.** No amendment, alteration, or modification of this Agreement shall be valid or binding unless it is in writing and executed by all Parties to this Agreement.
28. **Waiver.** No waiver of any breach or violation of any provision of this Agreement shall be deemed or construed to be a waiver of any other or subsequent breach or violation. No waiver shall be effective unless it is in writing and signed by the Party granting the waiver.
29. **Severability.** If any provision, paragraph, sentence, word, or phrase of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under applicable law, that provision shall be modified to the extent necessary to make it enforceable. If modification is not possible, the provision shall be deemed severed, and the remainder of this Agreement shall remain in full force and effect.

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

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

Witness

Date: _____

Witness

Date: _____

Witness

Date: _____

Witness

Date: _____

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

Pablo M. Perez, Owner

Date: _____

Yenny P. Perez, Owner

Date: _____

Blanca Stella Garcia
Blanca Stella Garcia, Owner

Date: 04-24-2025

CONTRACTOR:

Louminel General Contractor, LLC

By: _____

Date: 04/24/2025

Date: _____

City of North Miami, a Florida municipal
Corporation:

Anna-Bo Emmanuel, Esq., FRA-RA,
Interim City Manager

Interim City Manager Date Signed

GENERAL CONDITIONS

1. **Standard of Performance and Safety.** All interior and exterior work shall be performed in a clean, professional, and workmanlike manner, in compliance with all applicable Occupational Safety and Health Administration (OSHA) safety laws and regulations.
2. **Site Cleanliness and Debris Removal.** The Contractor shall not place debris or equipment on adjacent properties. The job site shall be cleaned daily, and all areas affected by the work shall be restored to a broom-clean condition. Leftover debris shall be legally removed and disposed of by the Contractor. The use of the Homeowner's bulk pickup or regular trash collection service for construction debris is strictly prohibited. All construction-related items removed or replaced shall become the property of the Contractor unless a prior written agreement has been executed with the Homeowner and approved by the City's Housing & Social Services Department.
3. **Materials, Permits, and Labor.** The Contractor shall provide all necessary materials and equipment and shall perform the work with the degree of skill, care, and diligence normally exercised by qualified professionals in accordance with the Work Specifications. The Contractor shall include the cost of services from any required licensed professionals in connection with obtaining permits.
4. **Compliance with Codes and Laws.** All work performed under this Agreement, including plans and specifications, shall comply with the Florida Building Code (as amended), all applicable City of North Miami ordinances, and federal and state statutes (including but not limited to the Davis-Bacon Act and child labor laws). Noncompliance may result in suspension or removal from the program.
5. **Site Conditions and Completion Timeline.** The Contractor certifies that they have reviewed the site conditions and are responsible for verifying all existing dimensions prior to bidding. The Contractor shall obtain all required permits within fifteen (15) calendar days of issuance of the Notice to Proceed. Work must commence within thirty (30) days of permit issuance and be completed within:
 - a. 30 days for exterior work; or
 - b. 120 days for full rehabilitation projects. The Contractor is responsible for scheduling and coordinating all subcontractor activities.
6. **Permits and Documentation.** The Contractor shall obtain and pay for all required permits, inspections, process fees, Notices of Commencement/Termination, wind mitigation reports, engineering reports, or surveys necessary to complete the Project.
7. **Warranties.** The Contractor shall provide a one (1) year general warranty covering all labor and materials. Roof work shall include a 5/10/15-year warranty as applicable. Specific warranty periods for other items shall be identified in the Work Specifications.
8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Homeowner, the City, and their agents and employees from and against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from performance of the work or provision of materials, to the extent caused by the Contractor, its subcontractors, or anyone for whom they are legally responsible.
9. **No Side Agreements.** No verbal agreements or private arrangements between the Contractor and Homeowner shall be valid. All work must conform to these Specifications and the approved Contract Agreement.

10. **Change Orders.** No changes to the work shall be made except for emergencies, code violations, building department requirements, or modifications approved by the City. All changes must be documented in a Change Order signed by the Homeowner, Contractor, and the City before commencement of the change work.
11. **Owner Selections and Allowances.** Where a "maximum retail price" or "allowance" is specified, the Homeowner shall select items within that limit. The Contractor must obtain written approval of the selection before installation.
12. **Substitutions.** Unless an item is specified as "no substitution permitted," the City may approve equivalent alternatives that meet the design intent, subject to approval through a written Change Order.
13. **Resolution of Conflicts.** In the event of a conflict between the Contractor and Homeowner, the Work Specifications shall govern. Written approval must be obtained from the Homeowner's condominium association or property manager, if applicable.
14. **City Inspections and Final Payment.** City representatives will conduct pre- and post-work inspections. Final payment shall not be issued until all required inspections have been passed and the work is deemed satisfactory by the City.
15. **Property Access.** The Homeowner shall provide the Contractor with access to the Property Monday through Saturday between 8:00 a.m. and 6:00 p.m.
16. **Utilities.** The Homeowner shall provide water and electric service required to complete the work.
17. **Personal Property.** The Homeowner shall be responsible for removing and replacing personal property (including rugs, furniture, antennas, and alarm systems) to allow the Contractor to perform the work.
18. **Wiring and Cable.** The Contractor shall be responsible for repairing or relocating any affected phone lines. The Homeowner is responsible for relocating television cable or satellite equipment.
19. **Damages.** The Contractor shall be liable for any damage caused to the Homeowner's home, furnishings, or personal property as a result of the work performed under this Agreement.

Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

AIR CONDITIONER, AIR DUCTS AND CONDUITS		
01)	REPLACEMENT OF CENTRAL AIR CONDITIONING SPLIT SYSTEM	\$ <u>9,000.00</u>
1. Reason for replacement: The existing air conditioning equipment is more than 15 years old and inefficient with problematic operation. 2. Remove the existing interior air handler, AC wall unit and the exterior condensing unit. Haul away all debris from the property at once. 3. Exterior AC Condenser unit must be placed on top of hurricane concrete pad with at least a Category 3 (130 mph) resistance and bolted down with straps and concrete Tapcon screws. 4. Within the same locations, as the prior units, install a new air-handling unit with an electric heat strip and condensing unit of sufficient size to accommodate the square footage of the home. Acceptable labeled brand equipment is Lennox, Rheem, Carrier, Trane, Goodman or <u>approved equivalent by Housing Inspector</u>. 5. ALL ductwork and Gaps must be tightly sealed with foil-insulated adhesive tape to prevent air loss during operation. 6. Upon completion of work, the contractor shall provide the City of North Miami Housing Department and Homeowner with the manufacturer's informational equipment package, equipment warranty with a minimum ten (10) years compressor warranty, and contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications, Florida Building Code including FBC Energy conservation; make all the necessary modifications.		

These items require a Permit:

- a) Discuss with the homeowner the options of any new placement of the air conditioning equipment and vents prior to installing the same; the homeowner is to sign off on the final design. Homeowners must approve in writing any new location of equipment and vents.
- b) Provide the heat loss and gain load calculations to housing inspector to ascertain the size and tonnage capacity of the replacement equipment.
- c) Modify walls, ceilings, closets, and doors to accommodate the removal and then new installation and of equipment and/or filters, supply, return air ductwork and outlets. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc. should match existing adjacent surfaces. Paint patched areas from cut-outs and gaps rendered.
- d) **According to <http://www.ceedirectory.org>** – Split air conditioning system shall have a minimum SEER rating of 16 and minimum EER rating of 12.0, ENERGY STAR qualified and labeled accordingly. Prior to purchasing air conditioning equipment, the contractor must verify SEER rating

and ENERGY STAR-qualified equipment with Air-conditioning, Heating, and Refrigeration Institute (AHRI). To obtain the required printout, visit <http://www.ceedirectory.org/>

- e) Modify or rebuild the supply air plenum to accommodate the new Air Handler Unit per manufacturer specifications. Verify air outlet supplies to each room (including the kitchen, bathroom and the utility rooms); If necessary, provide missing supply air ductwork and outlets. Replace all damaged and missing parts and return-air registers/grilles.
- f) Install the air handling unit with a filter compartment door or access panel attached directly to the air-handler, to protect the coils. Removing the filter must be free of all obstructions.
- g) Size the electric heat strip to maintain an indoor temperature of 90 degrees (Fahrenheit) with an outdoor ambient temperature of 32 degrees (Fahrenheit).
- h) The installation of the air conditioning system must be in accordance with the manufacturer's recommendations and specifications, including refrigerant line sizes and length. Where refrigerant lines exist, it will be permissible to use existing ones, if they meet all the following criteria: -Suction line size does not reduce the capacity factor below 0.96. – Suction line size is within the manufacturer's printed guidelines.
- i) **Install the air-handling unit in a separate independent closet, (when applicable). Seal, patch, and paint inside the air-handling closet before installing equipment. Seal all air leaks in the supply and return air plenums, and abide by FPL's standards for duct repairs.**
- j) If equipment requires an aluminum stand, paint all stands and brackets, to match the surroundings.
- k) Provide new: 7-days programmable digital thermostat, acceptable models are Lux Products and Honeywell Home or approved equal by housing inspector.
- l) Upgrade and/or modify the electric as required (per building code), to accommodate the new air conditioner. Provide new: high and low voltage electric wire service.
- m) Provide a new AC exterior disconnect box within no more than 24-inch (2 feet) clearance from exterior AC Condenser unit. May be mounted on exterior wall or standalone beside unit. (Provide pictures with reference points of the disconnect box).
- n) Install a condensation drain line, with a condensation pump, thru the attic or concealed within the walls, and clean out existing condensation lines, (if reused). Install the drain line so it does not block service access to the Air Handler Unit.
- o) Install a safety switch and make provisions for disconnecting and cleaning of the primary drain line during routine maintenance, i.e., install a clean-out plumbing tee in the primary drain line with a cap on the top of the tee.
- p) Install a "P-trap" style drain on the condensation drain line as close as possible to the Air Handler Unit without blocking access.
- q) Power vacuum, Clean and Sanitize the existing ductwork to remove mold, dirt and debris. Provide verification of cleaning upon final inspection.

TOTAL CONTRACT AMOUNT: \$ 9,000.00

AGREEMENT

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

HOMEOWNER ACKNOWLEDGEMENT / ACCEPTANCE OF SCOPE OF WORK

HOMEOWNER #1 SIGNATURE:

Blanca Stella Garcia 04-24-2025

HOMEOWNER #1 PRINTED NAME:

DATE:

Blanca Stella Garcia 04-24-2025

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME:

DATE:

HOME INSPECTOR SIGNATURE:

HOME INSPECTOR PRINTED NAME:

DATE:

HOME INSPECTOR'S NOTES:

CONTRACTOR'S SIGNATURE FOR SUBMISSION OF BID

CONTRACTOR SIGNATURE:

[Signature]

CONTRACTOR PRINTED NAME:

LOUIS MARIE R. NELSON

DATE:

04/24/2025

COMPANY NAME:

LOOMINEL GENERAL CONTRACTOR, LLC

TELEPHONE:

954 328 4940

FINAL ACCEPTANCE OF SCOPE OF WORK (CONTRACTOR AND HOMEOWNER)

HOMEOWNER #1 SIGNATURE:

Blanca Stella Garcia 04-24-2025

HOMEOWNER #1 PRINTED NAME:

Blanca Stella Garcia

DATE 04-24-2025

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME:

DATE:

CONTRACTOR NAME:

CONTRACTOR SIGNATURE:

DATE: