

**CITY OF NORTH MIAMI**  
**NEIGHBORHOOD STABILIZATION PROGRAM**  
**REHABILITATION AGREEMENT**

This **Rehabilitation Agreement** ("Agreement") is made and entered into this \_\_\_\_\_ by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125 Street, North Miami, FL 33161 (hereinafter referred to as the "City" or "Property Owner"); and **Rodriguez Building & Renovation Corp.**, a Florida corporation, having its principal place of business at 2931 NE 2 Drive, Homestead, Florida 33033 (hereinafter referred to as the "General Contractor"). The City and the General Contractor may be referred to collectively as the "Parties." This Agreement concerns the rehabilitation of the real property legally described as:

Lot 34, Block 8, of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 5, at Page 107, of the Public Records of Miami-Dade County, Florida, a/k/a 401 NE 121 Street, North Miami, Florida 33161 ("Subject Property").

**WITNESSETH:**

The City owns certain property located at 401 NE 121st Street, North Miami, Florida 33161 (the "Property"), which is in need of rehabilitation construction work to comply with applicable building codes and the City of North Miami Neighborhood Stabilization Program Policies and Guidelines (the "Neighborhood Stabilization Program").

The General Contractor is the person, firm, or corporation with whom this Rehabilitation Agreement is made, either directly or through accredited representatives, and who is primarily responsible for the acceptable performance of the construction-related work specified in this Agreement, as well as for the payment of all legal obligations related to the work. The General Contractor is duly licensed by all required State, County, and local entities to engage in the construction and contracting business.

The City of North Miami ("City" or "Property Owner") is authorized to ensure that the work is performed as specified in this Rehabilitation Agreement and is completed in accordance with the Neighborhood Stabilization Program Policies and Guidelines, the City's Green Residential Rehabilitation Standards, local land development regulations, and all applicable Federal and State laws.

In consideration of the mutual promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**GENERAL CONDITIONS:**

1. Rehabilitation Agreement Documents: Rehabilitation Agreement Documents consist of:
  - a. Rehabilitation Agreement
  - b. Exhibit 1 – NSP Rehabilitation Specifications
  - c. Work Items Specifications and Drawings, and all other Addenda affixed prior to, and all written Modifications and Change Orders issued after, execution of the Rehabilitation Agreement.

The Rehabilitation Agreement Documents also include all provisions of the City of North Miami Neighborhood Stabilization Program Policies and Guidelines and the City's Green Housing Rehabilitation Standards, which are incorporated herein by reference and made a part of this Agreement.

2. Scope of Work: The General Contractor shall furnish all labor, materials, equipment, and supervision required to complete the work identified in Exhibit 1 (Scope of Work), including payment of all required permits, fees, and taxes. All amendments or changes to the Scope of Work must be formal, written, and approved by the City prior to implementation.
3. Compensation: The General Contractor shall be paid the total sum of Six Thousand Eight Hundred Dollars and 00/100 (\$6,800.00) for completion of the specified work, unless otherwise modified by an approved Change Order. Payment shall be made by City of North Miami check drawn on a local financial institution and issued solely in the name of the General Contractor.
4. Time of Performance: The General Contractor shall complete the work described herein within thirty (30) working days from the effective date of the Notice to Proceed, which shall be issued at or in connection with the Pre-Construction Conference. Work must commence within ten (10) days of issuance of the Notice to Proceed and shall be diligently and continuously prosecuted until completion.
5. Pre-Construction Conference: The General Contractor shall attend a Pre-Construction Conference conducted by the City prior to commencement of work and shall provide, at or before the conference, evidence of all required licenses, waivers of lien, insurance coverage, and any other documentation required by the Neighborhood Stabilization Program.
6. Right to Stop Work: If the General Contractor fails to correct defective work, as determined by the City, or persistently fails to perform the work in accordance with the Rehabilitation Agreement Documents, the City may, by written order, require the General Contractor to stop all or part of the work immediately upon receipt of such notice, until the cause for the order has been corrected.
7. Right to Carry Out the Work: If the General Contractor defaults or neglects to carry out the work in accordance with the Rehabilitation Agreement Documents and fails, within three (3) working days after receipt of written notice from the City, to commence and diligently pursue corrective action, the City may, after providing five (5) calendar days' additional written notice, and without prejudice to any other remedy available, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the General Contractor the cost of correcting the deficiencies, including reasonable administrative costs. If the payments then or thereafter due the General Contractor are insufficient to cover such costs, the General Contractor shall pay the difference to the City.
8. Site Inspections: The City shall visit the Project site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine whether the work is proceeding in conformance with the Rehabilitation Agreement Documents. The City shall not be required to make exhaustive or continuous on-site inspections to verify quality or progress.

9. Quality Control: The City shall oversee quality control related to program performance but shall not control or be responsible for the General Contractor's means, methods, techniques, sequences, procedures, or safety precautions in connection with the work. The General Contractor remains solely responsible for performing all work in accordance with the Rehabilitation Agreement Documents.
10. Change Orders: Any changes in the Rehabilitation Agreement resulting from unforeseen work or conditions, including changes affecting cost or time of performance, shall be authorized only through a written Change Order issued by the City. A fully executed Change Order shall constitute an amendment to the Rehabilitation Agreement. Changes shall be made only when determined necessary or desirable in the sole discretion of the City. Approved Change Orders that reduce the cost of work shall not constitute a basis for claims for damages or anticipated profits. The cost of any deleted or added items shall be determined using prices already stipulated in the Rehabilitation Agreement Documents or, if not specified, by fair pricing mutually agreed upon by the Parties and approved by the City.
11. Payment Processing and Approvals: The City shall review all payment applications submitted by the General Contractor, whether partial or final, and process payment only upon approval. The City shall conduct inspections to determine dates of partial and final completion of the work. Based on the observations and evaluations of the City's Housing Inspector, the City shall determine the amount due and process payment for the work that is acceptably completed and in place.

The City shall process final payment only after:

- Performing a final inspection;
- Determining that the General Contractor has fully complied with all requirements of the Rehabilitation Agreement Documents; and
- Issuing a final approval of work completion.

If the City determines during final inspection that certain work is incomplete or non-compliant, it shall issue a Punch List identifying deficiencies. Final payment, or a portion thereof, shall be withheld until all Punch List items have been satisfactorily corrected and accepted by the City.

12. Painting Contractor's Responsibilities: The General Contractor shall supervise, direct, and be solely responsible for all rehabilitation construction work performed at the Project. The General Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and shall coordinate all portions of the work, except as otherwise provided in this Agreement.

The General Contractor shall attend the Pre-Construction Conference conducted by the City, as further described in this Agreement, and following the Pre-Construction Conference, shall direct all instructions, communications, and requests pertaining to the work to the City.

The General Contractor shall be responsible to the City for the acts and omissions of the Painting Contractor's employees, subcontractors, their employees, and any other persons, agents, or firms performing work or furnishing supplies and materials for the Project under any contract, subcontract, or other agreement with the General Contractor

or its subcontractors. The General Contractor shall at all times enforce strict discipline and good order among the Painting Contractor's employees and its subcontractors and their employees and shall not employ any unfit person or entity or anyone not skilled in their assigned task. Only skilled foremen and workmen shall be employed on any portion of the work requiring special qualifications.

The General Contractor shall not be relieved of its obligations to perform the work in accordance with the Rehabilitation Agreement Documents, regardless of the activities or duties of the City in administering the Rehabilitation Agreement or by inspections, tests, or approvals required or performed in connection with the work by persons other than the Painting Contractor.

The General Contractor shall be responsible for all other terms and conditions applicable to the General Contractor under this Agreement, including, but not limited to, the following:

- a. Correlation of Work: At the time of execution of the Rehabilitation Agreement the General Contractor shall carefully study and compare the Rehabilitation Agreement Documents to its examination and verification of site conditions, and shall no later than at the time of the Pre-construction Conference report to the City any error, inconsistency or omission that it discovers, which shall require the interpretation by the City and may require the issuance of a Change Order. The General Contractor shall not be liable to the City for any damage resulting from any such errors, inconsistencies or omissions in the Rehabilitation Agreement Documents; provided, that the General Contractor promptly reports its findings to the City, who shall be responsible for making the final determination. The General Contractor shall perform no portion of the work at any time not identified in Rehabilitation Agreement Documents or where required, by approved shop drawings, product data or samples for such portion of the work. No portion of the work requiring submission of a shop drawing, product data or sample shall be submitted to the Building Official until the submittal has been reviewed and approved by the City for consistency with the Rehabilitation Agreement Documents. All such portions of the work so performed shall be in accordance with approved submittals.
- b. Royalties and Patents: The General Contractor shall pay all royalties and license fees, shall define all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. If the General Contractor has reason to believe that the design process or product selected in connection with the work is an infringement of a patent, the General Contractor shall promptly so inform the City and await its determination before proceeding with the execution of the design process or the ordering and installation of the product.
- c. Insurance: The General Contractor shall maintain full Worker's Compensation and Employer's Liability Insurance coverage in the minimum amount as set forth in this agreement for all workers contributing to the execution of the rehabilitation construction work at the Project. Furthermore, the General Contractor shall maintain Public Liability Insurance and Property Damage Insurance coverage in the maximum obtainable amount as set forth in this agreement. The General Contractor shall furnish the City with satisfactory proof of such insurance before the commencement of work at the Project. The General Contractor shall carry said insurance in force during the time of performance for the work provided in connection with the Rehabilitation

Agreement or until said work is fully completed, whichever is the longest period. The minimum amount of said insurance coverage shall be as follows:

- i. Worker's Compensation and Employer's Liability Insurance: With a minimum limit for Worker's Compensation as established pursuant to Florida Statutes, and with a minimum limit of \$500,000.00 for Employer's Liability.

The General Contractor shall provide proof of such insurance before the commencement of the work and should notify its insurance carrier to provide the City of North Miami a thirty (30) day written notice by the carrier of any cancellation of the policy.

- ii. Owner and Contractor Protection Liability Insurance: With minimum limits of \$100,000.00 each accident/\$300,000.00 each occurrence/\$50,000.00 property damage.

The General Contractor shall provide a certificate of insurance for the said insurance before the commencement of work, which must contain the following:

- ✓ The name of insurance carrier(s);
- ✓ The effective date and expiration dates of policies;
- ✓ The interests of the Property Owner(s) and the City of North Miami as additional named insured and specifying the address of the Project;
- ✓ A provision for a 30-day written notice by the carrier of any cancellation or material change in any policy.

- iii. Subcontractor Insurance: Is recommended to the Painting Contractor. The General Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage's that the General Contractor may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the Painting Contractor.

13. Permits, Fees and Taxes: The General Contractor shall secure and pay for all applicable building permits, and shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Rehabilitation Agreement and which are legally required at the time bids are received. The General Contractor shall pay all sales, consumer, use and other similar taxes for the work done in connection with the Project by the General Contractor which are legally enacted at the time bids are received, whether or not yet effective.

14. Use of Site: The General Contractor shall have access to the site to perform work in connection with the Project as further described in this agreement, and shall reasonably coordinate all of its operations with and secure approval from the City before using any portion of the site. The General Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Rehabilitation Agreement Documents, and shall not unreasonably encumber the site with any materials or equipment.

15. Workmanship, Labor and Materials: The rehabilitation construction work performed at the Project shall be done in accord with the trades' standards as "Workmanlike Manner" or "Acceptable Standards or Workmanship."

The General Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, excess utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, unless otherwise provided in the Rehabilitation Agreement Documents.

The materials used in connection with the rehabilitation construction work at the Project shall be new, in good condition and of the grade required by the Rehabilitation Agreement Documents unless otherwise agreed to in writing by the City, before their delivery to the Project. Materials delivered damaged in shipment or damaged due to any other cause prior to installation and acceptance shall be replaced at the expense of the Painting Contractor. Where selection of materials by the City is required, the General Contractor shall not install or allow installation of any materials prior to the City's selection and written consent.

16. Fitting and Coordination of Work: The General Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The General Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material men engaged under the Rehabilitation Agreement. The General Contractor shall provide to each subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

The General Contractor shall not damage or endanger any portion of the work of the City or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The General Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The General Contractor shall not unreasonably withhold from the City or any separate contractor consent to cutting or otherwise alternating the work of the Painting Contractor.

17. Protection of Work, Property and Persons: The General Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its acts or neglect or due to the act or neglect of any subcontractor or anyone directly or indirectly employed by the General Contractor or any of its subcontractors, or anyone for whose acts or neglect any of them be liable.

The General Contractor shall not load or permit any part of any structure to be loaded with weights that will endanger the structure, nor shall it subject any part of the work to stresses or pressures that will endanger it.

The General Contractor shall continuously maintain adequate safety precautions during construction to insure protection of workers and users of the Property. All hallways, stairs, and means of egress shall remain free of obstruction while work is in progress.

18. Repairs: The General Contractor shall make repairs to all surfaces, equipment, and furniture damaged as a result of rehabilitation construction work performed by the General

Contractor at no additional cost to the City within a reasonable time after notification of same. Where repair is not feasible, the General Contractor shall secure replacement items or the City's approved equal, at the Painting Contractor's sole expense.

19. Cleaning Up: The General Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Painting Contractor's operations. At the completion of the work, the General Contractor shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials.
20. Liquidated Damages and Excusable Delays: If the General Contractor does not complete the work within the specified time, and it is determined by the City that the incompleteness was due to inexcusable delays; then, in such event, the General Contractor shall be liable for liquidated damages. Said liquidated damages shall be assessed at a rate of Fifty Dollars (\$50.00) working day exceeding the time of performance completion for the Project specified in the Rehabilitation Agreement. The City may at its sole discretion, waive any claims on the General Contractor for liquidated damages even though actually incurred and due.

The General Contractor shall not be charged with liquidated damages for any delays in the completion of the work due to excusable delays, as determined by the City, for unforeseeable causes beyond the control and without the fault or negligence of the Painting Contractor. Such causes for excusable delays as determined by the City, shall include, but are not restricted to: acts of God, acts of public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of the Painting Contractor.

21. Payment Applications and Waiver and Release of Liens: The General Contractor shall submit all payment applications, whether partial or final, to the City. The payment request shall be for an amount equal to the percentage of work completed, which is work fully installed and in place, less the amount of any previous approved payments not including withheld retention.

The payment application of the General Contractor shall be reviewed and processed for payment by the City as further described in this agreement. At the time of submission of each payment application, whether partial or final, the General Contractor shall provide its affidavit and release of lien for itself and all contractors and subcontractors performing work as well as material men and suppliers furnishing supplies, equipment and appliances in connection with that portion of the work being processed for payment. The General Contractor shall also provide at the time of each payment application, the manufacturers warranties, brochures, instructions and related documents as well as, to the extent applicable, the written warranties of participating contractors and subcontractors for that portion of the work being processed in connection with the payment application.

22. Warranty: The General Contractor shall warrant and guarantee to the City that all materials and equipment furnished in accord with the Rehabilitation Agreement shall be new unless otherwise specified, and that all work shall be of good quality, free from faults and defects and in conformance with the Rehabilitation Agreement Documents. All work not conforming to these requirements, including substitutions not properly approved and

authorized, may be considered defective. If required by the City, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The General Contractor shall provide a written warranty to the City in connection with its submission of its final payment application. The Warranty shall be on a form acceptable to the City and shall be dated and made effective as of the date of Completion for the Project. The warranty shall be in effect for one year from said effective date and shall guarantee to the City that the rehabilitation construction work performed at the Project by the General Contractor is of good quality, free from faults and defects and in conformance with the Rehabilitation Agreement Documents; and that in the event that faults or defects in the work shall arise, within one year of the effective date of the warranty, not otherwise determined by the City to be normal wear and tear or abusive use, that the General Contractor shall furnish all necessary labor and material at its sole expense to promptly correct the faulty and defective work.

Additionally, the General Contractor shall, to the extent applicable to the Rehabilitation Agreement, provide a separate written warranty from roofing subcontractors guaranteeing roofing work of 0 years from final acceptance and completion of the work, and a separate written warranty from exterior painting subcontractors shall also be provided guaranteeing exterior painting work for 2 years from final acceptance and completion of the work. Furthermore, the General Contractor shall provide the City with all manufacturers' and suppliers', written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

23. Indemnification: To the fullest extent permitted by law, the General Contractor shall protect, defend, Indemnify and hold harmless the City of North Miami, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities, of every kind, sort or description, including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly out of or resulting in connection with this agreement. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The General Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of the General Contractor or any of its subcontractors or any of the Painting Contractor's agents or employees or its subcontractors, agents or employees during the performance of the work before the payments for work have become due under the Rehabilitation Agreement, the City, may withhold such payments as long as it shall be deemed necessary for the indemnity of the City of North Miami; provided, that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.



24. Waiver and Release of Mechanics Liens: The General Contractor for itself, its subcontractors, its material men and suppliers as well as all other persons acting for, through or in connection with the work performed at the Project, acknowledges and agrees that no mechanics' liens or claims shall be filed or maintained by it, against the property of the City for or on account of any work or labor done or materials furnished by it in connection with the Project and this Rehabilitation Agreement; and the General Contractor for itself, and its subcontractors and all persons acting for, through or in connection with the work performed at the Project, hereby expressly waive and relinquish all rights to have filed or maintained any mechanics' liens or claims against the Project, and agree that this waiver shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any Modification or Change Order to the Rehabilitation Agreement for extra or additional work being performed in connection with the Project.
25. Incorporation of Terms and Conditions: The General Contractor acknowledges and agrees, in entering into this Rehabilitation Agreement, that its terms and conditions shall be incorporated, verbatim or by reference, in every contract or subcontract entered into in connection with the work at the Project so that these shall be binding on any and all participating contractors or subcontractors.
26. Indemnification: The General Contractor agrees to indemnify and hold harmless the City of North Miami from and against any claims, damages or causes of action arising out of any act, error, or omission under this Rehabilitation Agreement committed by the Painting Contractor, its agents and employees, or its subcontractors and their agents and employees, or any other persons either directly or indirectly employed by contractors or subcontractors performing work at the Project.
- Contractor agrees to indemnify and hold harmless the City, its agents and employees from and against any claims, damages or causes of action which may arise out of the disbursement or non-disbursement of funds under this Contract and/or arising out of or accruing from any negligent act, omission or error of the parties and/or City, its officers, servants, agents and/or employees, resulting in or relating to injuries to body, life, limb or property.
27. Communications: Any and all communications arising under this Rehabilitation Agreement shall be transmitted as follows:

All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing. All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, returned 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: **Rodriguez Building & Renovation Corp.**  
Backoffice Services Inc. (Registered Agent)  
2931 NE 2 Drive  
Homestead, FL 33033

28. Governing Law: This Rehabilitation Agreement shall be construed and enforced in accord with the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.
29. Extent of Agreement: This Rehabilitation Agreement and attached exhibits embody the entire understanding of the parties. The drafting, execution, and delivery of this Rehabilitation Agreement by the parties have been induced by no representation, statements, warranties, or agreements other than those expressed herein, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereto unless expressly referred to herein.
30. Questions and Interpretations: The City shall be the interpreter of the requirements of the Rehabilitation Agreement Documents and the judge of the performance thereunder. The City shall render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accord with agreed upon time limits.  
  
All interpretations and decisions of the City shall be consistent with the intent of and reasonably inferable from the Rehabilitation Agreement Documents and shall be in writing or in graphic form. The decision of the City in matters relating to the execution or progress of work, including the artistic effect of the work, shall be final if consistent with the intent of the Rehabilitation Agreement Documents. In this capacity as interpreter and judge, the City shall endeavor to secure faithful performance by the Painting Contractor.
31. Counterparts: This Rehabilitation Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together constitute but one and the same Rehabilitation Agreement.
32. Severability: Should any section or any part of any section of this Rehabilitation Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section in this Rehabilitation Agreement.
33. Number and Gender: Wherever used in this Rehabilitation Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.
34. Failure to Act: The failure of the City to exercise any of its rights and privileges with respect to this Rehabilitation Agreement shall not constitute a waiver for the purpose of any subsequent enforcement of this Rehabilitation Agreement.

35. Termination: The City and the Contractor agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause. In the event of termination, all finished work acceptably installed and in place, shall be paid on the basis of the total item price or percentage of work completed as stipulated in the Rehabilitation Agreement Documents, less payments previously made and less any and all payments withheld from the General Contractor for the purpose of set-off necessary to obtain another contractor to complete the remaining work at the Project.

Notwithstanding the above, the General Contractor shall not be relieved of any additional liability to the City for damages sustained by the City by virtue of any breach of the Rehabilitation Agreement by the Painting Contractor, and the City may withhold any payments due to the General Contractor for the purposes of set-off until such time as the exact amount of damages due to the City from the General Contractor is determined.

***[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.

**ATTEST:**

\_\_\_\_\_  
Witness

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

**CONTRACTOR:**

Rodriguez Building & Renovation Corp.

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

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

**APPROVED BY:**

\_\_\_\_\_  
Alberte Bazile, MBA  
Housing & Social Services Director

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

**ATTEST:**

\_\_\_\_\_  
Vanessa Joseph, Esq., City Clerk

City of North Miami, a Florida municipal corporation:

\_\_\_\_\_  
Theresa Therilus, Esq.  
City Manager

\_\_\_\_\_  
City Clerk Date Signed

\_\_\_\_\_  
City Manager Date Signed

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

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

\_\_\_\_\_  
City Attorney Date Signed

**[If Contractor is a Corporation, this contract shall be signed by an authorized officer and attested to by the Secretary with corporate seal affixed.]**

## 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 contractor unless prior agreement with Homeowner has been reached in writing and approved by Housing & Social Services Administration. 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 (i.e., 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.

<b>GENERAL REQUIREMENTS</b>
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#### **GENERAL PAINT SPECIFICATIONS**

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

#### **CLEAN UP**

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

- Remove all debris daily and broom clean the worksite at all times.
- Contractor shall not use residential bulk and regular trash pickup system to remove construction debris.
- All related construction items removed will become the property of the Contractor unless a prior agreement is reached (in writing) with City of North Miami Housing and Social Services Department.

#### **PERMITS AND MISCELLANEOUS FEES**

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

- For the Home Inspector/City consultant, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).

<b>INTERIOR</b>
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**1) Pressure Wash & Clean****\$ 1,138.00**

1. Interiors Halls 1<sup>ST</sup> Floor
2. Interior Halls 2<sup>nd</sup> Floor
3. Stairway Areas
4. Doors

**2) Interior Paint****\$ 5,200.00**

Prior to painting, contractor must repair any rough patched area, cracks, and patch small holes with spackle. Discuss (with city's representative) any variations in the new finish or type of new finish, prior to beginning the work. Paint walls.

To Include:

1. Interior Halls 1<sup>st</sup> Floor
2. Interior Halls 2<sup>nd</sup> Floor
3. Stairway Areas

**\*2 Coats of Paint (Super Paint Exterior Satin; Sherwin Williams Brand)**

**3) Adhesive Stickers****\$ 282.00**

Place Non-Slip stickers on Front & Back Stairway

**\*3M Brand; Safety-Walk Slip Resistant Tape; 2 inches**

**4) Clean Stairway Railings****\$ 180.00****TOTAL CONTRACT AMOUNT:****\$ 6,800.00**



## SECTION 3 CLAUSE AND PROVISIONS

This section establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 ([12 U.S.C. 1701u](#)) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

### Requirements.

#### (a) **Employment and training.**

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in [paragraph \(a\)\(1\)](#) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

#### (b) **Contracting.**

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in [paragraph \(b\)\(1\)](#) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Youth Build programs.

### **Targeted Section 3 worker for housing and community development financial assistance.**

(a) **Targeted Section 3 worker.** A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern: or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5; or

(ii) A YouthBuild participant.

### **Section 3 Safe Harbor.**

(a) **General.**

Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in 24 CFR 75.19, and
- (2) Meet or exceed the applicable Section 3 benchmark as described in [paragraph \(b\)](#) of this section.

(b) **Establishing benchmarks.**

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to 24 CFR 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per 24 CFR 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.
- (ii) The number of labor hours worked by Targeted Section 3 workers as defined in 24 CFR 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

### **Reporting**

(a) **Reporting of labor hours.**

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR 75.31.

(3) The labor hours reported under [paragraph \(a\)\(1\)](#) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to [paragraph \(a\)\(4\)](#) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under [paragraph \(a\)\(1\)\(ii\)](#) of this section, and labor hours by Targeted Section 3 workers, under [paragraph \(a\)\(1\)\(iii\)](#) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under [paragraph \(a\)\(1\)\(i\)](#) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) **Additional reporting if Section 3 benchmarks are not met.** If the recipient's reporting under [paragraph \(a\)](#) of this section indicates that the recipient has not met the Section 3 benchmarks described in 24 CFR 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) **Reporting frequency.** Unless otherwise provided, recipients must report annually to HUD under [paragraph \(a\)](#) of this section, and, where required, under [paragraph \(b\)](#) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

### SECTION 3 IMPLEMENTATION

(A) The City of North Miami, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns according to priorities outlined in its Section 3 Plan.

(B) Prospective contractors for work in connection with Section 3 covered projects, prior to the signing of the contract, must provide a preliminary statement of work force needs (skilled, semi- skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Greater consideration will be given to those contractors who will have training and employment opportunities for project area residents. This information will be captured on Local Business Opportunities, Employment and Training Plan.

Contractors must commit themselves to a goal and show what they intend to do to reach that goal. Contractors and subcontractors are expected to extend, to the greatest extent feasible, every effort to achieve the numerical goals established by 24 CFR 75.

The bidder/contractor is aware of the requirements under Section 3 of the Housing and Urban Development 1968 and will abide by them. The contractor will abide by its the Local Business Opportunities, Employment and Training requirements to the greatest extent feasible and understands that the requirements will be monitored as part of the contract requirements.

(C) The Contractor will submit all the required forms for as applicable for review of compliance with Section 3 requirements.

Name of Contractor: \_\_\_\_\_

Title of RFP or Spec: \_\_\_\_\_

Spec # or RFP # or Purchase Order Bid No

Will you hire new employees as a result of this contract? Yes [ ] No [ ]

Contractor: \_\_\_\_\_

Contractor's Signature and Title \_\_\_\_\_ Date: \_\_\_\_\_

## 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. Homeowner further understands 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:

HOMEOWNER #1 PRINTED NAME:

DATE:

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:

CONTRACTOR PRINTED NAME:

DATE:

COMPANY NAME:

TELEPHONE:

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

HOMEOWNER #1 SIGNATURE:

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HOMEOWNER #1 PRINTED NAME:

DATE:

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HOMEOWNER #2 SIGNATURE:

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HOMEOWNER #2 PRINTED NAME:

DATE:

---

CONTRACTOR NAME:

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CONTRACTOR SIGNATURE:

DATE:

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