

**CITY OF NORTH MIAMI  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
REHABILITATION LOAN AGREEMENT**

This Rehabilitation Loan Agreement ("Agreement") is entered into this \_\_\_\_\_ by and among the following parties: **Rochemain Ariste and Magarette Ariste** ("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 **M and A Builders, LLC** ("Contractor"), a Florida corporation, with its principal business address at 5144 NW 42<sup>nd</sup> Terrace, Coconut Creek, Florida 33073, (collectively referred to as the "Parties"), regarding the rehabilitation of the real property legally described as:

East 70 Feet of the North 1/2 of Lot 2 and the East 70 Feet of Lot 3 of Block 4 of Dixie Gardens, according to the Plat thereof, as recorded in Plat Book 44, at Page 30, of the Public Records of Miami-Dade County, Florida, a/k/a 1590 NE 139 Street, North Miami, Florida 33161 ("Subject Property")

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development ("HUD") has provided Home Investment Partnerships Program ("HOME") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low- and moderate-income persons; and

**WHEREAS**, the City has determined through its Consolidated Plan for HOME funds ("Program"), adopted by the Mayor and City Council on July 8, 2025 under Resolution 2025-R-159, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 92; 42 U.S.C. 5301 et seq.; and

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

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

**NOW, THEREFORE**, in consideration of the mutual promises and the grant money in the amount of **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)**, the Parties acknowledge the receipt of the grant funds and agree as follows:

1. Owner(s) hereby represents and warrants that he/she/they is/are the lawful owner(s) of the residential property described herein, with full authority to enter into this Agreement and perform the obligations set forth herein.
2. **HOME Funding.** The Home Investment Partnerships Program (HOME) funds in the amount of **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property, as outlined in the Scope of Services attached hereto as Exhibit "A", and include a lead inspection previously conducted as part of the administrative costs associated with the rehabilitation process, as referenced in Exhibit "B" of this Agreement.
3. **Scope of Services and Responsibilities.** The Specifications and Proposal (collectively referred to as the "Contract Documents"), attached hereto as Exhibit "A" and as may be amended from time to time, set forth the scope of services and delineate the responsibilities of the Parties under the Program. The Parties agree to fully perform and comply with their respective roles and obligations as outlined in the Contract Documents.

4. **City's Responsibility.** The City shall have the sole responsibility and obligation to interpret the intent and purpose of the Program and the Contract Documents.
5. **Homeowner(s) Responsibilities.** The Homeowner(s) is/are receiving a grant from the City of North Miami, Florida, secured by the above-described property. In consideration of this grant, the Homeowner(s) agree to cooperate promptly with the City of North Miami and its agents in correcting or completing any required documents, including the updating of any agreement documents, if deemed necessary or desirable by the City. This may include the correction or execution of a new note and mortgage to reflect the agreed terms. The Homeowner(s) understand that refusal to do so may jeopardize their continued participation in the Program.
6. **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.

7. **Property Maintenance and Insurance Requirements.**

- a. The Owner(s) agree to maintain the property in good condition after the Project is completed.
- b. If the property is located in a Federal Emergency Management Agency (FEMA) 100-year flood plain zone, the Owner(s) must maintain an active flood insurance policy.
- c. The Owner(s) agree to purchase and maintain Homeowner's Insurance, Windstorm Insurance, or Flood Insurance (as applicable) upon the completion of the rehabilitation work on the property.

The required insurance coverage details are as follows:

- i. **Hazard (or Homeowner's) Insurance:** A policy for the replacement value as determined by the insurer, properly endorsed.
- ii. **Windstorm Insurance (if applicable):** Proof of coverage for the replacement value, properly endorsed, if not already covered by the Homeowner's Insurance policy.
- iii. **Flood Insurance (if applicable):** Proof of coverage for the replacement value, properly endorsed, if the subject property is located within a Flood Zone.
- iv. **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"

8. **HOME Funds Acknowledgment.** The Parties acknowledge and agree that the funds provided under this Agreement derive from HOME Program funds appropriated to the City by HUD for the uses and purposes set forth herein.
9. **Loan and Security Agreement.** The Owner(s) shall execute a Promissory Note in the full amount of the loan, covering all costs necessary to secure and implement the Construction Contract. The loan shall bear interest at a rate of zero percent (0%) per annum, except in the event of default. To secure repayment of the loan, the City shall record a Mortgage on the Property in the public records of Miami-Dade County, which shall constitute a lien on the Property. Repayment of the principal amount shall be deferred for the duration of the affordability period, provided that the Property continues to be occupied by the Owner(s) as their principal residence throughout such period.

Notwithstanding any delay, suspension, or termination of the construction work, or any dispute arising from the performance of the Contractor, the Owner(s) expressly acknowledge and agree that all funds disbursed by the City on their behalf in connection with the Project—whether or not

the construction is completed—shall remain secured by the Mortgage and evidenced by the Promissory Note. Such amounts shall be subject to repayment or forgiveness in accordance with the terms of this Agreement and the applicable loan documents.

10. **Lien Continuation and Corrected Mortgage.** Notwithstanding any termination of contractor services or partial completion of the Project, the Owner(s) expressly acknowledge and agree that any and all funds disbursed by the City on the Project—including but not limited to contractor labor, materials, administrative expenses, inspections, and other approved costs—shall remain secured by the Promissory Note and Mortgage executed in connection with this Agreement.

The Owner(s) further acknowledge and agree that, in the event the actual amount expended by the City is less than the amount originally stated in the Promissory Note or Mortgage, the City may, in its sole discretion, prepare and record a corrected or amended Mortgage to reflect the actual amount disbursed. Such corrected Mortgage shall remain valid and enforceable without requiring the signature or consent of the Owner(s).

The Owner(s) understand that their repayment obligation, subject to applicable forgiveness provisions, shall be based on the actual funds expended by the City and is not contingent upon full completion of the Project or continued performance under the Construction Contract.

11. **Affordability Period and Owner Occupancy Requirement.** Owner(s) acknowledges that the Property is a residential dwelling and agrees to continuously occupy the Property as their principal residence for the duration of the applicable affordability period, as determined by the amount of subsidy provided under this Agreement. The affordability period shall commence upon the execution of this Agreement and shall be as follows:

- Subsidy up to \$14,999: 5 years
- Subsidy from \$15,000 to \$39,999: 10 years
- Subsidy of \$40,000 or more: 15 years

If the Owner(s) fails to occupy the Property as their primary residence for the full term of the required affordability period, the Owner(s) shall immediately reimburse the City for the unearned portion of the subsidy on a pro-rata basis, calculated according to the remaining time in the affordability period.

12. **Transfer, Subordination, and Default.** Any sale, conveyance, transfer of interest in the Property, or subordination of the Note and Mortgage created by this Agreement—whether voluntary or involuntary, including but not limited to bankruptcy or foreclosure—occurring during the affordability period shall constitute an event of default. Upon such default, the outstanding principal balance shall become immediately due and payable, together with interest at a rate of four percent (4%) per annum, calculated as simple interest on the unpaid principal amount. Furthermore, any person or entity who, subsequent to the execution of this Agreement, acquires any legal or equitable interest in the Property shall be subject to and bound by the terms and conditions of this Agreement, and shall be required to execute any documents reasonably requested by the City to acknowledge and affirm such obligations.

13. **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.

14. **Right of Inspection.** The City reserves the right to inspect, during normal business hours and upon reasonable notice, any and all construction or rehabilitation work performed pursuant to this Agreement. Such inspections shall be for the purpose of verifying compliance with the terms of this

Agreement, adherence to applicable Housing Quality Standards (HQS), and compliance with all relevant federal, state, and local housing, zoning, fire safety, and building codes.

15. **Inspection Obstruction and Default.** In the event that the Owner(s) obstructs, prevents, or otherwise denies the City access to inspect the Project for the purpose of ensuring compliance with this Agreement or the Contract Documents, or if such actions hinder the City's ability to comply with applicable HUD regulations or any federal, state, or local laws, the City shall have the right to immediately terminate this Agreement. Upon such termination, the City may retain any undisbursed funds, demand reimbursement of any disbursed funds, and pursue any other relief or remedies available under this Agreement or applicable law. Any such action by the Owner(s) shall constitute a default under this Agreement, entitling the City to exercise all remedies available at law or in equity.
16. **Contract for Rehabilitation.** Owner(s) agrees to enter into a Contract for Rehabilitation, attached hereto and incorporated herein as Exhibit "C", with a qualified general contractor who is experienced in the type of work required for the Project and who is acceptable to the City. The selected contractor must meet all applicable licensing and insurance requirements and adhere to all programmatic and regulatory guidelines.
17. **Amendment Restrictions.** Owner(s) shall not release, modify, or amend this Agreement or any of its terms without the prior written consent of the City. Any unauthorized modification or release shall be deemed null and void and may constitute a default under this Agreement.
18. **Waiver of Lawsuit.** Dispute Resolution Owner(s) hereby knowingly and voluntarily waives any right to bring a lawsuit against the City for any alleged breach of this Agreement. Any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be resolved exclusively through alternative dispute resolution procedures, including but not limited to mediation or arbitration, as mutually agreed upon by the Parties.
19. **Use of Funds and Discharge of Obligations.** All funds provided under this Agreement shall be administered and disbursed by the City solely on behalf of the Owner(s) for payment of eligible rehabilitation costs in accordance with the scope of work. Disbursements shall be made pursuant to the Payment Schedule attached hereto as Exhibit "B", and in accordance with the procedures set forth in the Contractor Agreement. Upon final payment by the City for the Project, the City shall be deemed automatically discharged from any and all further obligations, liabilities, or commitments to the Owner(s), the Contractor, or any third party.
20. **Limitation of Liability and Sovereign Immunity.** The City enters into this Agreement with the express condition that its total liability for any and all claims, causes of action, or damages arising from or related to this Agreement shall not exceed the total monetary commitment of **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)**. Owner(s) acknowledges and agrees to this limitation and expressly accepts that any recovery from the City shall be limited accordingly.

Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or of the liability limits set forth in Section 768.28, Florida Statutes. No claim or award against the City shall include attorneys' fees, investigative costs, or pre-judgment interest.
21. **Indemnification.** Owner(s) agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all liabilities, obligations, losses, damages, actions, claims, causes of action, suits, demands, and expenses (including reasonable attorneys' fees), arising out of or related to the execution, performance, or enforcement of this Agreement.
22. **No Assignment or Sublease.** Owner(s) shall not assign, transfer, convey, or sublease any interest in this Agreement, whether voluntarily or by operation of law, without the prior written consent of

the City. Any such unauthorized assignment or sublease shall be deemed null and void and may constitute a default under this Agreement.

23. **Notice of Default and Termination.** In the event of a default by the Owner(s), the City may provide written notice of default by mail. If, in the City's sole discretion, the default is not fully and satisfactorily cured within thirty (30) calendar days from the date of mailing of such notice, the City may cancel and terminate this Agreement without further liability to any party.

24. **Remedies Upon Default.** In the event of a default, the entire outstanding principal amount shall become immediately due and payable, and interest may be assessed at the maximum rate allowed by law. Owner(s) acknowledges that termination of the Project prior to completion—whether voluntary or otherwise—shall constitute an ineligible activity, and any funds disbursed shall be repaid in full to the City.

The City shall have the right to pursue all legal and equitable remedies available under this Agreement and applicable law, including the filing of actions in the appropriate court of jurisdiction in Miami-Dade County, Florida. In connection with 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.

25. **Events of Default.** A default under this Agreement shall include, but not be limited to, the occurrence of any one or more of the following acts or events by the Owner(s):

- a. **Failure to Perform.** The failure of the Owner(s) to perform any covenant, agreement, term, or condition of this Agreement, after written notice of such nonperformance has been provided by the City and a reasonable opportunity to cure has been afforded.
- b. **Breach of Lien Obligations.** The failure of the Owner(s) to comply with any covenant, agreement, term, or condition contained in any instrument creating a lien on the Property, including but not limited to the Promissory Note and Mortgage executed pursuant to this Agreement.
- c. **Material Misrepresentation or Omission.** The City's discovery that the Owner(s) failed to disclose a material fact in the Program Application, or any subsequent discovery by the City of a material misrepresentation made by, on behalf of, or for the benefit of the Owner(s), which the City relied upon in entering into this Agreement.
- d. **Unauthorized Use or Transfer.** The use of the Property for non-residential purposes, or any sale, transfer, conveyance, or other disposition of the Property without the prior written consent of the City.
- e. **Failure to Maintain Property.** The failure of the Owner(s) to maintain the Property in a standard, safe, and habitable condition, consistent with applicable housing codes and health and safety regulations.
- f. **Unauthorized Indebtedness.** The incurrence of any additional mortgage, lien, or other encumbrance on the Property without the prior written consent of the City.
- g. **Unauthorized Transfer of Interest.** Any transfer of legal or equitable title or other ownership interest in the Property, in whole or in part, without the specific prior written consent of the City.

26. **Default Due to Insolvency or Bankruptcy.** In the event that the Owner(s) defaults under this Agreement due to insolvency or the filing of a bankruptcy petition, the following provisions shall apply:

- a. **Bankruptcy Filing After Disbursement of Funds.** If this Agreement has been fully executed by the Parties, funds have been disbursed by the City, and the Owner(s) subsequently files for bankruptcy protection, the following shall govern:

- i. **Voluntary or Involuntary Bankruptcy Filing.** In the event the Owner(s) files a voluntary petition under 11 U.S.C. §§ 301 or 302, or if an order for relief is entered pursuant to an involuntary petition under 11 U.S.C. § 303:
  - The Owner(s) shall acknowledge, affirm, and not contest the validity, extent, and priority of the lien recorded in favor of the City.
  - The City shall have the right, at its sole discretion, to seek relief from the automatic stay under 11 U.S.C. § 362. The Owner(s) agrees to waive, knowingly and voluntarily, the notice requirements of 11 U.S.C. § 362 and any applicable Local Rules of the United States Bankruptcy Court, thereby permitting the City to seek such relief under § 362(d)(1) or (d)(2).
- ii. **Adequate Protection.** If the City elects not to seek, or is denied, relief from the automatic stay, the City shall be entitled to receive monthly adequate protection payments pursuant to 11 U.S.C. § 361. Such payments shall be in an amount calculated in accordance with the Promissory Note and Mortgage executed by the Owner(s) in favor of the City.
- iii. **Chapter 13 Bankruptcy.** In the event that the Owner(s) files for bankruptcy under Chapter 13 of Title 11 of the United States Code: The Owner(s) shall cure any arrears due under the Note and this Agreement within a period not to exceed twenty-four (24) months from the date of the Chapter 13 plan's confirmation. Such arrearage payments shall be made in addition to the regular monthly payments required under the Note and Mortgage, if applicable. The Owner(s) further agrees that the City is oversecured, and as such, is entitled to recover interest and attorneys' fees pursuant to 11 U.S.C. § 506(b). Such fees shall be treated and allowed as administrative expenses of the bankruptcy estate. If less than five (5) years of payments remain on the Note at the time of filing, the confirmed Chapter 13 plan must provide for satisfaction of the City's claim according to the original terms of the Note. Under no circumstances shall the repayment term be extended or amortized beyond the original maturity date of the Note.

- b. **Bankruptcy Filing After Agreement Execution but Before Disbursement.** Should this Agreement be fully executed by the Parties, but prior to the disbursement of funds to the Contractor, the Owner(s) acknowledges that the filing of a voluntary petition under 11 U.S.C. §§ 301 or 302, or the entry of an order for relief under 11 U.S.C. § 303, shall constitute an event of default under this Agreement. The Owner(s) further acknowledges and agrees as follows:
  - i. This Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365.
  - ii. Pursuant to 11 U.S.C. § 365(c)(2), this Agreement may not be assumed by the Owner(s) absent the City's express written consent.
  - iii. In the event the City consents to assumption, the Owner(s) shall file a motion with the Bankruptcy Court to assume the Agreement within ten (10) days of receiving the City's written consent, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code.
  - iv. The Owner(s) acknowledges that the Agreement may not be assigned under 11 U.S.C. § 365(b)(1) without the express written consent of the City.
- c. **Execution of Agreement After Bankruptcy Filing.** In the event the Parties intend to execute this Agreement after the Owner(s) has filed for bankruptcy protection:

- i. The Owner(s) agrees that, upon the City's request, he/she/they shall file a motion with the Bankruptcy Court seeking authorization to obtain post-petition financing pursuant to 11 U.S.C. § 364(d)(1).
  - ii. Any such loan or funds provided by the City shall be secured by a lien on the Property that is first in priority ahead of all existing liens, unless the City expressly agrees in writing to a subordinate lien position.
  - iii. In the event of default, the City shall retain all rights to pursue any and all legal and equitable remedies available under this Agreement and applicable law.
27. **Governing Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue for any legal action arising out of or relating to this Agreement shall lie exclusively in the courts of competent jurisdiction located in Miami-Dade County, Florida.
28. **Termination of Agreement.** Owner(s) understands and agrees that failure to fully comply with any condition, covenant, or provision of this Agreement shall constitute a breach. In such event, the City, at its sole discretion, may elect to terminate this Agreement and pursue any and all legal or equitable remedies necessary to enforce its provisions and protect its interests.
29. **Conflicts of Interest.** Owner(s) shall not enter into any contract, agreement, financial arrangement, or relationship—either directly or indirectly—with any employee, agent, or representative of the City of North Miami that would result in a conflict of interest regarding the HOME funds provided under this Agreement or any aspect of the Project. Any such prohibited relationship shall be deemed a material breach of this Agreement.
30. **Grievance Procedure.** Disputes between the Owner(s) and the Contractor may arise during the course of the rehabilitation project. In instances where a mutually satisfactory resolution cannot be reached, the following grievance procedure shall apply:
  - a. **Initial Notification.** The Owner(s) shall first notify both the Contractor and the City's Housing Manager of the nature of the grievance.
  - b. **Filing a Formal Complaint.** If the issue remains unresolved, the Owner(s) must submit a written Vendor Complaint Form to the Director of Housing & Social Services.
  - c. **Meeting and Review.** The Director, or his/her designee, shall arrange a meeting with both the Contractor and the Owner(s) in an effort to reach a resolution. If no agreement is reached, the complaint, along with all supporting documentation, shall be forwarded to the Director for final review and determination.
  - d. **Final Notification.** A formal written notice of the resolution shall be issued to both the Owner(s) and the Contractor via certified mail, setting forth the outcome of the grievance process.
  - e. **Resolution Options.** Resolution may include, but is not limited to, one or more of the following actions:
    - Issuance of a corrective action plan with a specified deadline to cure deficiencies;
    - Partial release of funds to the Contractor for all completed and undisputed work items listed in the approved work write-up;
    - Full release of the contract amount to the Contractor, at the discretion of the Director;
    - Termination of the contract between the Owner(s) and Contractor, with: Payment to the Contractor for completed and undisputed work, and Award of the remaining scope of work to the next lowest responsible bidder in accordance with the bid tabulation sheet.

The City shall maintain appropriate documentation and records of all grievance proceedings in accordance with applicable record-keeping requirements.

31. **Notices and Demands.** All notices, demands, correspondence, and communications between the Parties shall be deemed sufficient if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

|                   |   |
|-------------------|---|
| If to the City:   | City of North Miami<br>776 NE 125 Street<br>North Miami, Florida 33161<br>Attn: City Manager  |
| With copies to:   | City of North Miami<br>776 NE 125 Street<br>North Miami, Florida 33161<br>Attn: City Attorney<br>Attn: Housing & Social Services Director |
| If to Contractor: | M and A Builders LLC<br>Allen James Marcus (Registered Agent)<br>5144 NW 42 <sup>nd</sup> Terrace<br>Coconut Creek, Florida 33073         |
| If to Owner(s):   | Rochemain Ariste and Magarette Ariste<br>1590 NE 139 Street<br>North Miami, Florida 33161   |

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.

32. **Binding Effect.** 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.

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

34. **Waiver of Breach.** 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.

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

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

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

Joi le Si

Witness

Date: 10/10/2025

Joi le Si

Witness

Date: 10/10/2025

Rochemain Ariste

Rochemain Ariste, Owner

Date: 10/10/2025

Magarette Ariste

Magarette Ariste, Owner

Date: 10-10-25

Joi le Si

Witness

Date: 10/13/2025

**CONTRACTOR:**

M and A Builders, LLC

By: Jean Marcellin

Date: 10/13/2025

**APPROVED BY:**

Alberte Bazile, MBA  
Housing & Social Services Director

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

**ATTEST:**

City of North Miami, a Florida municipal  
Corporation:

Vanessa Joseph, Esq., City Clerk

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

## Exhibit A

### SCOPE OF SERVICES

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

#### **GENERAL REQUIREMENTS**

##### LEAD REPORT

As part of these specifications, a 'Lead-Based Paint Inspection Report' provided by AGC Consultants, LLC., Project No. AGC-24-0418 performed on December 8, 2024, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet. By signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears; it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.

##### GENERAL PAINT SPECIFICATIONS

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

##### 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 always clean the worksite.
- Contractors shall not use residential bulk and regular trash pickup systems to remove construction debris.
- City's official waste management providers must be used for all waste disposal activities for this project.
- 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 Community Planning and Development.

##### PERMITS AND MISCELLANEOUS FEES

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

- For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).
- **Uniform Mitigation Verification Inspection Form** - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.
  - Submitted form MUST contain the Homeowner signature.
  - Submitted form MUST contain the Inspector's Wind Mitigation Certificate of Completion.

| KITCHEN AND ELECTRIC |              |
|----------------------|--------------|
| 01) KITCHEN          | \$ 17,900.00 |

**REPLACE CABINETS AND COUNTERTOP**

**INSTALL ELECTRICAL RECEPTACLES**

**PATCH AND PAINT THE WALLS**

**REPLACE FLOOR TILE**

Reason for replacement: existing cabinets are unfinished, sink base cabinet is deteriorated and water damaged.

Remove the kitchen countertop, base, and wall cabinets. Haul away all debris from property at once.

The Contractors will verify measurements and dimensions.

Please note in the Lead-Based Paint Inspection Report, samples collected on some building components contained measurable quantities of lead. OSHA considers measurable quantities of lead in paints and coatings to be lead-containing and a potential source of exposure. As part of this work item Contractor must comply with OSHA lead regulation 29 CFR 1926.62 and 40CFR Part 745 RRP, the Lead-Based Paint Inspection Report should be made available to personnel that will the conduct painting operations. Read the report.

This item requires a permit.

**WALLS**

- Repair any crack(s), patch small holes with sparkles, patch large hole and walls replacement, with like material (or drywall) and match the thickness of existing walls.

As required, install framing, backings and/or furring strips.

Patched walls finish should match existing finish as close as possible or as noted below. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work.

Patch and paint the entire walls. Include painting of wood trim, baseboard, and doors. Homeowner will select the paint color. Paint per the General Paint Specifications.

b) Note, after the cabinets and appliances removal, patch and prime the walls concealed by the appliances, cabinets and back splash; patch and finish paint all exposed walls behind the cabinets. All exposed walls under the cabinets must have a finished appearance.

#### CABINTRY

c) Replace the cabinetry in the same configuration as the existing, except as noted herein. The Homeowner will select cabinets color and design, from standard stock. Place escutcheon plates at all plumbing and electrical opening through the cabinet.

d) All new cabinets are to be plywood or solid wood with raised wood doors, no particleboard, no thermo-foil or cabinet boxes covered with Formica. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**

e) Install corner wall and base cabinets in all corners of the cabinets' layout design.

f) Install 24" deep wall cabinet above the refrigerator.

g) Install cabinets doors and drawers with soft-closing/self-closing technology

h) Install a wall cabinet above the stove high enough for a microwave under the cabinet unit.

i) Replace any missing flooring (underneath the cabinets), as required, match existing as close as possible.

j) For cabinet attachments, use washer head cabinet screws or cabinet screws with cup washers.

k) Material allowance including sales tax for door and drawer knobs/handles is \$3.00 each. For attachment, use washer head cabinet screws or cabinet screws with cup washers.

#### COUNTERTOP

l) On top of the base cabinets, install the new standard Formica countertop on veneered exterior grade plywood. Homeowners will select color and design within the budget. Replace the countertop in the same configuration as the existing, except as noted herein.

m) Install a full Formica back splash.

n) No Formica seams within 18" of wet area around sink.

#### ELECTRICAL

o) Under this work item, provide a minimum of six (6) tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet. Counter space 12" or more must have a tamper proof GFCI outlet.

p) Provide a dedicated 20 amps outlet and wiring over the kitchen range/stove for a microwave. Do not install a receptacle behind the exhaust vent including vent covering.

q) Provide a receptacle for the dishwasher.

r) Provide a receptacle and wall switch for garbage disposal.

s) Provide a dedicated outlet and wiring for the refrigerator.

t) Under this work item, provide a 4-prong receptacle with the required wiring for the electric range. Provide a new power cord and connection to the range.

## **KITCHEN - REPLACE SINK, FAUCET, SUPPLY AND DRAIN LINES**

Reason for replacement: existing kitchen cabinets are being replaced.

Remove and replace the existing kitchen double bowl sink, faucet and drain assembly (under sink).

Haul away debris from property at once.

Install new drop-in double bowl sink, 9" deep, minimum 20-gauge stainless-steel.

The Homeowner to select and sign off on the sink and faucet design (not including the drain assembly).

Install a new label Water-Efficient faucet with or without sprayer, as manufactured by American Standard, Delta, Moen, Kohler or approved equal, (see warranty information below).

There shall be no plastic construction on the faucet, outer body and handles.

Install new supply tubes. Install new shut off valves.

Install new drain assembly (under sink).

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

This item requires a permit.

- u) Provide faucet with manufacturer lifetime limited warranty to be leak and drip free, and free of defects in material and workmanship.

## **KITCHEN - REPLACE FLOOR TILE**

Reason for replacement: the existing tile flooring is worn and cracked, and the cabinets are being replaced.

Remove existing flooring and install new ceramic floor tiles in thin-set mortar. Homeowners select tile colors and sizes. Material allowance including sales tax is \$3.00 per square foot for floor tile, this does not include the appropriate trim and finishing materials.

- v) Use the appropriate trim and finishing materials for good tile installation, e.g., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile.
- w) Remove and replace existing baseboard. Undercut door casing and jambs to avoid difficult scribe cuts
- x) Inspect sub-floor and make repairs that will ensure it provides solid, stable conditions.
- y) Check the resulting floor height for smooth transitions to adjacent floor/room.
- z) 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.

### **ELECTRICAL**

**(SEE ADDITIONAL ELECTRICAL WORK UNDER KITCHEN SECTION)**

**02) ELECTRIC UPGRADE (AS FOLLOWS) INCLUDING SERVICE AND PANEL      \$ 13,300.00**

This work item is to be performed only if the existing electrical panels do not have adequate space to accommodate the required kitchen circuits in the event the kitchen cabinets are replaced. The Contractor must provide written justification to Housing and obtain approval prior to commencing this work.

Reason for electrical upgrade: The existing electrical panel lacks sufficient capacity to accommodate the additional breakers needed for the kitchen renovation.

Remove and replace the existing interior electrical panel, exterior disconnect box, and meter can. Consolidate all interior and exterior panel boxes into a single system.

Install a new exterior combination main circuit breaker disconnect panel with an integrated meter can. The contractor has the option to install an interior circuit panel box, if preferred, for distribution purposes.

Evaluate the existing electrical service to ensure it is appropriately sized for the home and the number of appliances in use. If necessary, relocate and upgrade the electrical service and panel in accordance with the Florida Building Code (FBC) and the National Electrical Code (NEC).

This item requires a permit.

- a) Coordinate electrical service with Florida Power and Light Company.
- b) This work item does not rewire the home. This work item does not cover replacing aluminum wiring (or eliminating intermixing of conductors) to receptacles, wall switches, light fixtures, or any other electrical devices. This work item does not cover installing aluminum to copper lugs on aluminum wiring to receptacles, wall switches, light fixtures, or any other electrical devices.
- c) Install a new electrical panel with sufficient capacity to support the required kitchen circuits. The panel must include space for the following dedicated circuits (note: the installation of the kitchen circuits and associated wiring is included under the kitchen cabinet installation scope):
  - 1. four (4) circuits for small appliances,
  - 2. two (2) circuits for an electric stove,
  - 3. one (1) circuit for the refrigerator,
  - 4. one (1) circuit for the microwave, and
  - 5. two (2) circuits for the dishwasher and garbage disposal.
  - 6. install a minimum of two (2) full size spare circuit breakers.
- d) Follow Florida Building Code (FBC) and National Electrical Code (NEC) and the local Building Department requirements for installing ARC fault protection on new receptacles and existing circuits.
- e) Separate and balance the existing circuits. Clearly label all circuits in the panel box, **DO NOT use marker directly on the metal box.**
- f) Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathrooms, kitchen, all outside receptacles and non-grounded receptacles.
- g) Replace damaged electrical connections, conduit, and wiring.
- h) Check each and replace switches, cover plates, receptacles, GFCI's that are damaged, malfunctioned, painted over and/or missing. Properly cover and seal junction boxes.

The new receptacles should be modern polarized, grounded tamper proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.

Correctly polarize and ground all receptacles.

- i) Remove exposed abandoned electrical wiring, connections, and conduit.
- j) Provide a 4-prong receptacle with the required wiring and power cord for the electric cloth dryer.
- k) Install a code-compliant dedicated single receptacle outlet for the washing machine.
- l) Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces, paint from cutline to cutline.

**03) INSTALL TEN (10) YEARS BATTERY POWERED SMOKE ALARMS**

AND/OR CARBON MONOXIDE ALARMS NON-HARDWIRED

**\$ 500.00**

LOCATIONS: BEDROOMS AND OUTSIDE THE BEDROOMS

Reason for installation: no existing smoke detectors in sleeping.

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

- a) All new battery powered smoke alarms (including any carbon monoxide alarms) shall be non-hardwired.
- b) Install the smoke alarms in each bedroom and in the hallway or area outside the bedroom(s).
- c) Install smoke carbon monoxide alarms in or near the garage and any other area as required per code.
- d) Remove any battery-operated smoke alarms and patch surface after removal.
- e) Provide proof of ten years' non-removable battery powered smoke alarms and/or carbon monoxide alarms at all inspections.
- f) Please note the estimate average material cost, including sales tax, per 10 years battery powered smoke detector is \$22 each as supplied by Kidde, model i9010 and carbon monoxide detector \$55 each.
- g) NOTE FLORIDA STATUES 553.883 - One-family and two-family dwellings and townhomes undergoing a repair, or a level 1 alteration as defined in the Florida Building Code, may use smoke alarms powered by 10-year non-removable, non-replaceable batteries in lieu of retrofitting such dwelling with smoke alarms powered by the dwelling's electrical system. Effective January 1, 2015, a battery-powered smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by a non-removable, non-replaceable battery that powers the alarm for at least 10 years. The battery requirements of this section do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system.

**MASTER BEDROOM**

04) MASTER BATHROOM \$ 4,000.00

**INSTALL SINK, FIXTURE AND VANITY**

Reason for replacement: vanity has a thermofoil covering which begins to delaminate.

Remove and replace the vanity and sink/countertop. Haul away all debris from property at once.

The new vanity and with cultured marble sink countertop shall fit from wall-to-wall.

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.

Please note in the Lead-Based Paint Inspection Report, samples collected on some building components contained measurable quantities of lead. OSHA considers measurable quantities of lead in paints and coatings to be lead-containing and a potential source of exposure. As part of this work item Contractor must comply with OSHA lead regulation 29 CFR 1926.62 and 40CFR Part 745 RRP, the Lead-Based Paint Inspection Report should be made available to personnel that will the conduct painting operations. Read the report

- 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 form as an integral part of the countertop or a set-in sink with new standard Formica countertop on veneered exterior grade plywood 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, as manufactured by American Standard, Delta, Moen, Kohler or approved equal, discuss 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 NEW SHOWER DOOR**

Reason for installation: the existing door is broken.

Remove existing shower door and haul away all debris from property at once.

Install new tempered glass (3/8" minimum glass thickness) hinged shower door, Homeowner to select finish of trim and style of doors from standard stock.

Do not attach shower doors threshold with screws or other fasteners that can puncture the shower curb.

**INSTALL NEW TAMPER PROOF GFCI RECEPTACLE**

Provide and install a new tamper proof GFCI Receptacles or GFCI Circuit Breaker for the bathroom.

This item requires a permit

**TOTAL CONTRACT AMOUNT: \$35,700.00**

**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. Environmental Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. Associated Consulting Professionals, Inc. conducted the inspection on December 8, 2024. Funds for the lead-based inspection are part of the Single-Family Rehabilitation Activity delivery costs

**EXHIBIT "C"**  
**Payment Schedule**

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.

**EXHIBIT "C"**  
**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM**  
**REHABILITATION AGREEMENT/ TRI-PARTY AGREEMENT**

This **REHABILITATION LOAN AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ by and among the following parties: **Rochemain Ariste and Magarette Ariste** ("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 **M and A Builders, LLC** ("Contractor"), a Florida corporation, with its principal business address at 5144 NW 42<sup>nd</sup> Terrace, Coconut Creek Florida 33073, (collectively referred to as the "Parties"), regarding the rehabilitation of the real property legally described as:

East 70 Feet of the North ½ of Lot 2 and the East 70 Feet of Lot 3 of Block 4 of Dixie Gardens, according to the Plat thereof, as recorded in Plat Book 44, at Page 30, of the Public Records of Miami-Dade County, Florida, a/k/a 1590 NE 139 Street, North Miami, Florida 33161

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development ("HUD") has provided Home Investment Partnerships Program ("HOME") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low- and moderate-income persons; and

**WHEREAS**, the City has determined through its Consolidated Plan for HOME funds ("Program"), adopted by the Mayor and City Council on July 8, 2025 under Resolution 2025-R-159, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 92; 42 U.S.C. 5301 et seq.; and

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

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

**NOW, THEREFORE**, in consideration of the mutual promises, the Owner(s) and the Contractor do hereby mutually agree as follows:

1. **Contract Documents.** The Contract Documents which comprise this Rehabilitation Agreement consist of this Agreement, as executed on behalf of the Owner(s) and the Contractor, and the following additional documents:
  - **Exhibit "1"** - Rehabilitation Agreement Addendum
  - **Exhibit "2"** - Scope of Services
  - **Exhibit "3"** - Federal Assurances and Requirements
2. **Contract Price.** Upon satisfactory completion of the Rehabilitation Work provided for in this Agreement, the Contractor shall be paid the amount of **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)**, hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Agreement. At no time will the Contract Price exceed the maximum allowable HOME rehabilitation funding made available to the Owner(s).
3. **Time of Performance.** Contractor agrees to start work within ten (10) working days after receipt of a written Notice to Proceed. If Contractor fails to commence work within thirty (30) days of the date of the Owner(s)' notification to commence, Owner(s) shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, all work listed in **Exhibit "2"**, Scope of Services within ninety (90) days after the Notice to Proceed is given, subject to extensions approved by the Owner(s) and the City.

Contractor agrees that time is of the essence of this Agreement and extensions shall be limited to unforeseeable circumstances. In the event Contractor fails to complete work within the agreed upon time period and fails to provide evidence of good cause for such delay, Contractor may be held in default under the terms of this Agreement.

4. **Scope of Work.** Contractor acknowledges that it has prepared the Contractor's bid proposal and that such proposal is accurate and consistent as to the name of the Contractor, scope of work that the Contractor will undertake, and price. Contractor shall furnish all necessary materials, equipment, tools, labor, and supervision necessary to perform in a competent and workmanlike manner, all of the rehabilitation work provided for in this Agreement relating to the described subject property.
5. **Change Orders.** Owner(s) and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Contract Documents shall be made unless in writing and mutually agreed to by both parties and written authorization from the City.
6. **Notice to Proceed.** Contractor shall not commence the rehabilitation work provided for in this Contract until the City has issued a Notice to Proceed to the Contractor.
7. **Permits and Codes.** Contractor shall secure and pay for all necessary permits and licenses required in connection with the performance of the rehabilitation work provided for in this Contract and shall perform such work in full compliance with all applicable codes, ordinances of the City, Miami-Dade County and the State of Florida including local building and housing codes.
8. **Insurance.** The Contractor shall maintain in force, between the time that the Contractor **commences** the rehabilitation work provided for in this Agreement and the time that such work is completed, comprehensive public liability insurance protecting the Owner(s) for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Contractor shall provide evidence to the Owner(s) and to City of such insurance prior to commencement of work. Failure to provide adequate evidence of insurance or failure to maintain the insurance required shall be grounds for termination of this Agreement.
9. **Subcontractors.** Contractor shall be responsible to the Owner(s) for the acts and omissions of all of his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Agreement for the Contractor.
10. **Condition of Premises.** Contractor shall keep the premises clean and orderly during the course of the rehabilitation work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the premises and leave the premises in a neat condition.
11. **Contract Changes.** No modifications to this Agreement shall be made after its execution except by written instrument signed by the Contractor, accepted by the Owner(s) and authorized by the City.

12. **Inspection.** During the performance of the rehabilitation work, the Contractor and Owner(s) shall permit the City to inspect the rehabilitation work as necessary to assure that the rehabilitation work is being performed in accordance with the terms of this Agreement. In the event the Owner(s) or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law.
13. **Liens.** Contractor agrees to protect, defend, and indemnify Owner(s) from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered notarized waivers or releases of lien for all work completed arising out of Contractor's performance or a notarized receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner(s) indemnifying him against any lien.
14. **Indemnification.** Contractor shall indemnify and hold harmless the Owner(s), the City, its officials and employees, and the Owner(s) shall indemnify and hold harmless the City, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connections with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.
15. **Assignment of Agreement.** Contractor shall not sublease, transfer or assign any interest in this Agreement without the prior written consent of the Owner(s) and the prior written approval of the City.
16. **Default.** In the event of a default, Owner(s) shall be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce Owner(s)' right and remedies against Contractor. Owner(s) shall be entitled to recover all costs of such actions including a reasonable attorney's fees, at trial and appellate levels, to the extent allowed by law.

A default shall include but not be limited to the following acts or events of Contractor, or their agents, servants, employees or subcontractors:

- a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of 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 period allotted in the Notice to Proceed, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.

- b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
- c. Insolvency or bankruptcy by the Contractor.
- d. Failure by the Contractor to maintain the insurance required by the City.
- e. Failure by the Contractor to correct defects within a reasonable time.
- f. The breach of any term or condition of this Agreement.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
18. **Interest of Federal, State, and Local Officials.** None of the following shall have any interest or benefit, direct or indirect, in this Agreement:
  - a. Any officer or employee of the City who exercises any function or responsibility in connection with the administration of the HOME Program.
  - b. Any member of or delegate to the Congress of the United States.
  - c. Any elected State or City Officials.
19. **Notices.** All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami  
776 NE 125 Street  
North Miami, Florida 33160  
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: M and A Builders, LLC  
Allen, James Marcus (Registered Agent)  
5144 NW 42<sup>nd</sup> Terrace  
Coconut Creek, Florida 33073

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.

20. **Severability.** 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.
21. **Disclaimer.** The Contractor and Owner(s) hereby acknowledge that this Agreement is solely between the Contractor and Owner(s) and that the City is not party to this Contract; have no interest in this Contract; and are acting solely as a conduit through which federal funds are made available to private individuals for rehabilitation of the Owner(s)' property; and that the City is not responsible on behalf of either the Owner(s) or Contractor for any actions, causes of action, suits, dues, sum of money, accounts, variances, damages and liabilities whatsoever both in law and in equity or which may result from the existing state of things which have existed between the Owner(s) and Contractor.

**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.

Jan Lee Sui

Witness

Date: 10/10/2025

Jan Lee Sui

Witness

Date: 10/10/2025

Rochemain Ariste

Rochemain Ariste, Owner

Date: 10/10/2025

Magarette Ariste

Magarette Ariste, Owner

Date: 10-10-25

Jan Lee Sui

Witness

Date: 10/13/2025

**CONTRACTOR:**

M and A Builders, LLC

By: John Van Allen

Date: 10/13/2025

**APPROVED BY:**

Alberte Bazile, MBA  
Housing & Social Services Director

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

**ATTEST:**

Vanessa Joseph, Esq., City Clerk

City of North Miami, a Florida municipal  
Corporation:

City Clerk Date Signed

Theresa Therilus, Esq., City Manager

City Manager Date Signed

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

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

City Attorney Date Signed

Exhibit "1"

**HOME INVESTMENT PARTNERSHIPS PROGRAM  
REHABILITATION AGREEMENT ADDENDUM**

This **REHABILITATION LOAN AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ by and among the following parties: **Rochemain Ariste and Magarette Ariste** ("Owner(s)"); the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 NE 125 Street, North Miami, Florida 33161; and **M and A Builders, LLC** ("Contractor"), a Florida corporation, with its principal business address at 5144 NW 42<sup>nd</sup> Terrace, Coconut Creek, Florida 33073, (collectively referred to as the "Parties"), to perform rehabilitation construction work at the property located at 1590 NE 139 Street, North Miami, Florida 33161 (the "Project").

**Contract Documents.** This Agreement, together with any and all addenda, exhibits, referenced documents, and written modifications or change orders (collectively referred to as the "Contract Documents"), is acknowledged by the Parties to form an integral part of the terms, conditions, and mutual understandings governing the Rehabilitation Project and shall be binding upon execution, as amended from time to time in writing.

**Compliance with Applicable Codes and Standards.** In consideration of the Federal financial assistance being made available in connection with this Addendum and the Agreement for the rehabilitation work being performed at this Project, the Owner(s) and the Contractor mutually acknowledge, understand and agree to comply with all applicable Building Codes of the State of Florida and the City of North Miami as well as the Federal Government for residential construction work of this type, which shall include, but not be limited to: the Florida Building Code, Miami-Dade Edition; the State of Florida Model Energy Efficiency Code; the Federal Government's Cost Effective Energy Conservation and Effectiveness Standards; and the Federal Government's Section 8 Existing Housing Quality Standards.

**Designation of the City as Construction Manager.** The Owner(s) and the Contractor also acknowledge, understand and agree that in accepting the HOME Rehabilitation Housing Program loan from the City being made to the Owner(s) in connection with this Project, that the Owner(s) has freely designated and has duly authorized the proper representatives of the City to act on the behalf of the Owner(s) as the Construction Manager for the Project, and to perform the duties and responsibilities within the limitation of its authority as further described below in this Addendum.

**Contractor's Acknowledgment and Cooperation.** The Contractor in executing the Rehabilitation Agreement understands, agrees and accepts the decision of the Owner(s) in its designation of the City as its duly authorized representative, and further covenants, and agrees to fully cooperate with and abide by all recommendations, guidance, interpretations and instructions, or decisions of the Construction Manager as pertains to the administration of the Rehabilitation Agreement, not inconsistent with its responsibilities and limitations authority as specifically set forth below in this Addendum. To more fully understand the rights, responsibilities and duties of all the participants to the Rehabilitation Agreement, this Addendum provides for the following:

(a) **Rehabilitation Agreement Participants.** The following terms define the parties to the Rehabilitation Agreement, and those persons or entities designated in accord with the term and conditions of this Addendum and the Rehabilitation Agreement to be the authorized representatives of the parties to the Rehabilitation Agreement.

- (1) The term "Owner" as defined in the Rehabilitation Agreement shall mean the Property Owner(s) or the Property Owner(s)' authorized representatives which shall be the Construction Manager.
- (2) The term "Contractor" shall mean the General Contractor or the General Contractor's authorized representatives.

(3) The "Construction Manager" is the City of North Miami and its duly authorized representatives responsible for the administration of the Rehabilitation Housing Program, which shall include, but not be limited to the Community Planning & Development Director, Housing Manager and Housing Services Administrative Specialists.

(b) Owner's Responsibilities. The Owner(s) shall coordinate all matters related to the terms and conditions of the Rehabilitation Agreement through the Construction Manager.

The Owner(s) shall attend the Preconstruction Conference, to be conducted by the Construction Manager at which time the Owner(s) shall provide, and have the opportunity to offer questions, answers, requests, instructions, and approvals on all matters pertaining to the Rehabilitation Agreement Documents discussed or arising in connection with the Preconstruction Conference.

Upon completion of the Preconstruction Conference, the Owner(s) shall forward all further communications, requests, instructions and approvals pertaining to the work at the Project to the Contractor through the Construction Manager; except, that nothing contained herein shall prevent the Owner(s) from providing the Contractor general information or furnish services and utilities under the control of the Owner(s) that are reasonable and necessary for the prompt and orderly progress of the work.

The Owner(s) shall in addition have the following rights and responsibilities in connection with the performance of the work at the Project, which shall include, but not be limited to the following:

(1) Notice of Commencement. Prior to commencement of any work contemplated by the Contract Documents and simultaneously with the execution of the loan agreement and mortgage, the Owner(s) shall execute and deliver to the City a Notice of Commencement for recording in accord with the provisions of the Mechanic's Lien Law of Florida. The Owner(s) shall authorize the City to cause said Notice of Commencement to be recorded in accord with the provisions of said law. The Owner(s) shall forthwith cause a certified copy of said Notice of Commencement to be duly posted in accord with the provisions of said law immediately after the recording of said Notice of Commencement, and that under no circumstances shall the Owner(s) allow construction to commence at the Project until after the Notice of Commencement is recorded and posted. Furthermore, the Owner(s) shall designate the Construction Manager by name and address, in such Notice of Commencement upon whom notices or other documents may be served under the Florida Mechanic's Lien Law, including the Notice to Owner as provided in Section 713.13 (1) (b) of Florida Statutes, and upon whom service shall constitute service upon the Owner(s).

(2) Utilities. The Owner(s) shall provide the Contractor all reasonable use of utilities such as water and power, except that the Contractor shall be responsible for the hauling of excessive trash and debris resulting from the work performed by the Contractor.

(3) Survey and Plans. The Owner(s) shall furnish at its expense any additional surveys and as-built plans, if any, for the existing structures located at the Project arising in connection with the work.

(4) Access to Site. The Owner(s) shall provide the Contractor continuous access to the site at reasonable times during the work week, which shall be 8:00 A.M. to 5:00 P.M., Mondays through Fridays, except for recognized City Holidays and excluding Saturdays and Sundays.

(5) Acceptance of and Payment for Work. The Owner(s) shall review with the Construction Manager all payment applications for partial and final completion of work and shall approve all said payment applications on the recommendations of the Construction Manager, with said approvals representing the Owner(s)' acceptance of the work. Payment, whether for partial or final completion of work, shall be in the form of a check issued by the City of North Miami. All partial payments will be in an amount holding back ten percent (10%) of the value

of approved partial work, said retention to be added back and disbursed at the time of final payment.

(6) **Prohibition on Hindrance of Work.** The Owner(s), nor any member of its family, tenants, agents or employees, shall not in any manner hinder the Contractor or its subcontractor, or their agents and employees from the execution and performance of the work, nor commit any abusive or threatening conduct with respect thereto; provided, that nothing contained herein shall limit or prevent the Owner(s) from exercising its rights and privileges as further described in this Addendum and the Rehabilitation Agreement to obtain the full and proper performance of the work in accord with the Contract Documents, nor from exercising all rights and remedies with respect thereto when prosecuted in accord with the methods and procedures otherwise described in this Addendum and the Rehabilitation Agreement.

(7) **Right to Stop the Work.** If the Contractor fails to correct defective work as determined by the Construction Manager or persistently fails to carry out the work in accord with the Contract Documents, the Construction Manager, by a written order, may order the Contractor to stop the work, or any portion thereof, immediately upon receipt of the notice, until the cause for such written order has been eliminated.

(8) **Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the work in accord with the Rehabilitation Agreement Documents, and fails within three (3) working days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Construction Manager may, after five (5) calendar days following receipt by the Contractor of an additional written notice, and without prejudice to any other remedy the Owner(s) may have, make a good such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the additional costs incurred by the Construction Manager, if any, made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference.

(9) **Right to Terminate.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligation under the Rehabilitation Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the Construction Manager shall have the right to terminate the Rehabilitation Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In such event, all finished work determined by the Construction Manager to be 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 Contract Documents, less payments previously made and less any and all payments withheld from the Contractor for the purpose of set-off necessary to obtain another contractor to complete the remaining work at the Project. Regardless of the above, no such payment shall be made until such time as the exact amount due, if any, to the Contractor is determined by the Construction Manager after having obtained another contractor to complete the work at the Project.

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

The Rehabilitation Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes 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 of performance must be beyond the control and without the fault or negligence of the Contractor.

(10) **Responsibility to Complete the Work.** In the event that the Rehabilitation Agreement is terminated, the Owner(s) acknowledges and understands that the Owner(s) shall not be relieved of its obligations to complete the work remaining at the Project in full accord with the terms and conditions of this Addendum and the Contract Documents as well as approved and otherwise required Change Orders, in effect at the time of said termination. In such case, the Owner(s) shall work with the Construction Manager to secure a replacement contractor in accord with the policies and guidelines of the Rehab Program, and shall execute all documents, including amendments to the original Mortgage and Note, if additional financing not inconsistent with the maximum available loan that can be made in accord with this Agreement, is necessary for the prompt completion of work being done in connection with the Project. Any additional costs necessary for the completion of the work at the Project, where further financing under the Rehabilitation Program cannot be extended in accord with this Addendum, shall be borne by the Owner(s).

(c) **Construction Manager's Responsibilities.** The Construction Manager shall administer on behalf of the Owner(s) the terms and conditions of the Rehabilitation Agreement. The Construction Manager shall be the representative of the Owner(s) during construction and until final payment to the Contractor is made and the elapse of one (1) year has occurred from the date of the Certificate of Completion on the Project. The Construction Manager shall advise and consult with the Owner(s) throughout the time of performance for the completion of the work specified in the Rehabilitation Agreement. All instructions from the Owner(s) to the Contractor shall be forwarded through the Construction Manager. The Construction Manager shall have authority to act on behalf of the Owner(s) only to the extent provided in this Addendum and the Rehabilitation Agreements, unless otherwise modified in writing, which shall include the following:

(1) **Preconstruction Conference.** The Construction Manager shall conduct a Preconstruction Conference, to be attended by the Owner(s) and the Contractor, said preconstruction conference to be held within five (5) working days after full execution of the Rehabilitation Agreement. The Construction Manager shall review with the parties to the Rehabilitation Agreement, the terms, conditions and requirements of the Contract Documents. The Construction Manager shall, upon conclusion of the Preconstruction Conference, issue a "Notice to Proceed" to be made effective no later than ten (10) working days from the date of the Preconstruction Conference; providing, that a "Notice to Proceed" shall not be issued or made effective until the Construction Manager is provided proper evidence of the Contractor's license(s), waiver of lien and insurance, unless otherwise provided in the Contract Documents. Work shall commence within ten (10) days of issuance of the Notice to Proceed. The Construction Manager shall also receive from the Contractor for the work at the Project as well as other programmatic information reasonably required by the Construction Manager under the policies and guidelines of the Rehabilitation Program concerning the Contractors' subcontractors, work force needs and local business utilization plans.

(2) **Work Scheduling.** The Construction Manager shall obtain from the Contractor prior to the commencement of work, a schedule of the work and approximate timeframes for the performance of all work by contractors and subcontractors participating on the Project, as may be amended or supplemented from time to time, so that the Construction Manager shall continuously be informed on the "Project Construction Schedule" to enable the Construction Manager to properly plan and perform the inspections and responsibilities of the Construction Manager.

(3) Work Force. The Construction Manager shall be provided the full cooperation and courtesy of the workforce employed or performing work in connection with the Project by the Contractor or its subcontractors. Any person or entity employed on the work by the Contractor or its subcontractors who fails, refuses or neglects to obey the instructions of the Construction Manager, conveyed or transmitted through the Contractor, in any matter related to the work, or who otherwise appears to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of the Construction Manager be at once discharged or removed and not again employed in the performance of any part of the work at the Project by the Contractor.

(4) Site Inspections. The Construction Manager shall visit the site at intervals appropriate to the stage of progress on the rehabilitation construction work to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformance with the Contract Documents. However, the Construction Manager shall not be required to make exhaustive or continuous on-site inspections to check the quality or progress of the work. On the basis of these on-site observations, the Construction Manager shall keep the Owner(s) informed on the progress of the work.

(5) Quality Control. The Construction Manager shall oversee quality control in the charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and program performance in connection with the work at the Project, but the Construction Manager shall not be responsible for the Contractor's failure to carry out the work in accord with the Contract Documents.

(6) Work Conformance. The Construction Manager shall determine in general that the work of the Contractor is being performed in accord with the Contract Documents, and shall endeavor to guard the Owner(s) against defects and deficiencies in the work of the Contractor.

(7) Work Rejection. The Construction Manager shall have authority to reject the work of the Contractor which does not conform to the Contract Documents, and to require special inspection or testing if determined necessary by the Construction Manager.

(8) Change Order Processing and Approvals. Any changes in the Rehabilitation Agreement for unforeseen work or conditions at the time of execution of the Rehabilitation Agreement related to quantities of labor, materials, and equipment, especially for changes affecting cost or time of performance, shall be covered by a written Change Order. The Change Order shall be signed by both the Owner(s) and the Contractor, only upon the recommendation of the Construction Manager, which said fully executed Change Order shall then constitute an addendum or modification to the original Rehabilitation Agreement.

Any such changes shall be made only when and where determined necessary and desirable in the opinion of the Construction Manager. Where approved Change Orders diminish the cost of the work specified in the Rehabilitation Agreement, such changes or alterations shall not constitute a claim for damages or anticipated profits. In determining the cost of items deleted or added that diminish or increase the scope of work specified in the Contract Documents, the parties to the Rehabilitation Agreement shall use those prices already stipulated therein or otherwise consistent with the intent and reasonably inferable from the Contract Documents; and if not set forth therein or otherwise reasonably inferable thereto, fair prices shall be determined by mutual agreement between the parties to the Rehabilitation Agreement, upon the recommendation of and approval by the Construction Manager.

(9) Payment Processing and Approvals. The Construction Manager shall review all payment applications submitted by the Contractor, whether a partial or final payment request, and shall then make recommendations to the Owner(s) on the approval and issuance of payment. The Construction Manager shall conduct inspections to determine the dates of

partial and final completion of work, and shall receive and forward to the Owner(s) for its review, written warranties, manufacturer warranties, release of liens and related documents required of the Contractor in accord with this Addendum and the Rehabilitation Agreement. Based on the observations and evaluations of the Construction Manager, including the determinations of the local Building Officials, the Construction Manager shall determine the amount due to the Contractor on its payment application and shall process a payment request for the work at the Project found acceptably installed and in place. The Construction Manager shall process a final payment request upon performing its final inspection and its determination that the Contractor has fully complied with the requirements of the Contract Documents. In conjunction with this determination, the Construction Manager shall process the final payment request and issue the Certificate of Completion for the Project.

In the event that the Construction Manager shall in performing its final inspection determine that work, or a portion of work, does not meet the requirements of the Contract Documents, then, in such a case, the Construction Manager shall issue a "Punch List" to the Contractor enumerating the work items found to be unacceptable or deficient, and shall withhold approval of the final payment request, or on portions thereto, until all work so questioned is found acceptable by the Construction Manager. Upon said determination, the Construction Manager shall process the final payment request and issue the Certificate of Completion for the Project.

(10) **Questions and Interpretations.** The Construction Manager shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner(s) and the Contractor. The Construction Manager shall render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accord with agreed upon time limits. Either party to the Rehabilitation Agreement may make written request to the Construction Manager for such interpretations.

All such claims, disputes and other matters in question between the Owner(s) and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Construction Manager for decision. Upon receipt of the written request and review of the progress of the work, the Construction Manager shall render a decision in writing within the agreed upon time limits. All interpretations and decisions of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form. The decision of the Construction Manager 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 Contract Documents. In this capacity as interpreter and judge, the Construction Manager shall endeavor to secure faithful performance by both the Owner(s) and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

(11) **Grievance Procedure.** Disputes between the Owner(s) and Contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the following grievance shall apply:

- A. The Owner(s) should initially inform the Contractor and Construction Manager of the grievance.
- B. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Community Planning and Development Department.
- C. The Director or his/her designee, will meet with both the Contractor and the Owner(s) in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.

D. A formal written notification of the resolution will be issued, via certified mail, to both Owner(s) and Contractor.

E. Resolution options shall include:

- Outline a corrective action plan to include a deadline to cure; or
- The City as a resolution of the grievance, may release funds to the Contractor for items on the work write-up which are completed and undisputed; or
- The entire contract amount may be released to the Contractor as determined by the Director; or
- The Director may also opt to terminate the agreement between Owner(s) and Contractor, release funds to the Contractor for items on the work write-up which are completed and undisputed and award the remainder of the work to the next lowest responsible bidder according to the bid tab sheet.
- The City will keep documents and records of the grievance procedure.

(12) Limitations. The duties, responsibilities and limitations to the authority of the Construction Manager as the Owner(s)' representative during the performance of the rehabilitation construction work at the Project, as set forth in this Addendum and the Rehabilitation Agreement, shall not be modified or extended after the execution of the Rehabilitation without the written consent of both the Owner(s) and the Contractor, which consent shall not be unreasonably withheld, if recommended and approved by the Construction Manager.

(d) Contractor's Responsibilities. The Contractor shall supervise, direct and otherwise be solely responsible for the rehabilitation construction work being performed at the Project. The 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 Addendum and the Rehabilitation Agreement.

The Contractor shall attend the Preconstruction Conference to be conducted by the Construction Manager, as further described in this Addendum and the Rehabilitation Agreement, and upon completion of the Preconstruction Conference, the Contractor shall forward all instructions, communications and requests pertaining to the work at the Project to the Owner(s) through the Construction Manager.

The Contractor shall be responsible to the Owner(s) for the acts and omissions of the Contractor's employees, its subcontractors and their employees, and any other persons, agents or firms performing any of the work or furnishing any supplies and materials at the Project under a contract, subcontract or any other agreement with the Contractor or its subcontractors. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and its subcontractors and their employees, and shall not employ on the work any unfit person or entity, or anyone not skilled in their assigned task. None but skilled foremen and workmen shall be employed on any portion of the work requiring special qualifications.

The Contractor shall not be relieved from its obligations to perform the work in accord with the Contract Documents either by the activities or duties of the Construction Manager in its administration of the Rehabilitation Agreement, or by inspections, tests or approvals required or performed in connection with the work by persons other than the Contractor.

The Contractor shall be responsible for all other terms and conditions pertaining to the Contractor in accord with this Addendum and the Rehabilitation Agreement, which shall include, but not be limited to the following:

(1) Correlation of Work. At the time of execution of the Rehabilitation Agreement the Contractor shall carefully study and compare the Contract Documents to its examination and verification of site conditions, and shall no later than at the time of the Preconstruction Conference report to the Construction Manager any error, inconsistency or omission that it discovers, which

shall require the interpretation by the Construction Manager and may require the issuance of a Change Order. The Contractor shall not be liable to the Owner(s) for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents; provided, that the Contractor promptly reports its findings to the Construction Manager, who shall be responsible for making the final determination. The Contractor shall perform no portion of the work at any time not identified in the Contract 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 a local Building Official until the submittal has been reviewed and approved by the Construction Manager for consistency with the Contract Documents. All such portions of the work so performed shall be in accord with approved submittals.

(2) **Royalties and Patents.** The Contractor shall pay all royalties and license fees, shall define all suits or claims for infringement of any patent rights and shall save the Owner(s) harmless from loss on account thereof. If the Contractor has reason to believe that the design process or product selected in connection with the work is an infringement of a patent, the Contractor shall promptly so inform the Construction Manager and await its determination before proceeding with the execution of the design process or the ordering and installation of the product.

(3) **Insurance.** The Contractor shall maintain full Worker's Compensation and Employer's Liability Insurance coverage in the minimum amount as set forth in this Addendum for all workers contributing to the execution of the rehabilitation construction work at the Project. Furthermore, the Contractor shall maintain Public Liability Insurance and Property Damage Insurance coverage in the maximum obtainable amount as set forth in this Addendum. The Contractor shall furnish the Construction Manager with satisfactory proof of such insurance before the commencement of work at the Project. The 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:

A. **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 for Employer's Liability.

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

B. **Owner(s) and Contractor Protection Liability Insurance.** With minimum limits combined single limit bodily injury/property damage \$1,000,000 per occurrence. The 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 Owner(s) and the City 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.

C. **Subcontractor Insurance.** Is recommended to the Contractor. The Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage's that the Contractor may consider necessary, and any

deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the Contractor.

(4) **Permits, Fees and Taxes.** The 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 Contractor shall pay all sales, consumer, use and other similar taxes for the work done in connection with the Project by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

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

(6) **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 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 Contract 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 Contract Documents unless otherwise agreed to in writing by the Owner(s) and the Construction Manager, 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 Contractor. Where selection of materials by the Owner(s) is required, the Contractor shall not install or allow installation of any materials prior to the Owner(s) selection and written consent, which shall be obtained through the Construction Manager.

(7) **Fitting and Coordination of Work.** The 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 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 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 Contractor shall not damage or endanger any portion of the work of the Owner(s) or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner(s) or any separate contractor except with, the written consent of the Owner(s) and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner(s) or any separate contractor consent to cutting or otherwise altering the work of the Contractor.

(8) **Protection of Work, Property and Persons.** The 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 Contractor or any of its subcontractors, or anyone for whose acts or neglect any of them be liable.

The 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 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 access shall remain free of obstruction while work is in progress.

(9) Repairs. The Contractor shall make repairs to all surfaces, equipment, and furniture damaged as a result of rehabilitation construction work performed by the Contractor at no additional cost to the Owner(s) within a reasonable time after notification of same. Where repair is not feasible, the Contractor shall secure replacement items or the Owner(s)' approved equal, at the Contractor's sole expense.

(10) Cleaning Up. The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the work, the 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.

(11) Liquidated Damages and Excusable Delays. If the Contractor does not complete the work within the specified time, and it is determined by the Construction Manager that the incompletion was due to inexcusable delays; then, in such event, the Contractor shall be liable for liquidated damages. Said liquidated damages shall be assessed at a rate of Two Hundred Fifty Dollars and 00/100 (\$250.00) per working day exceeding the time of performance completion for the Project specified in the Construction Rehabilitation Agreement. The Owner(s), upon the recommendation and approval of the Construction Manager may at its sole discretion waive any claims on the Contractor for liquidated damages even though actually incurred and due.

The 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 Construction Manager, for unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes for excusable delays as determined by the Construction Manager, 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 Contractor.

(12) Payment Applications and Waiver and Release of Liens. The Contractor shall submit all payment applications, whether partial or final, to the Owner(s) through the Construction Manager. 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 Contractor shall be reviewed and processed for payment by the Construction Manager and the Owner(s) as further described in this Addendum and the Rehabilitation Agreement. At the time of submission of each payment application, whether partial or final, the 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 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.

(13) **Warranty.** The Contractor shall warrant and guarantee to the Owner(s) 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 Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner(s), the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall provide a written warranty to the Owner(s) in connection with its submission of its final payment application to the Construction Manager. The warranty shall be on a form acceptable to the Construction Manager and shall be dated and made effective as of the date of the Certificate of Completion for the Project issued by the Construction Manager. The warranty shall be in effect for one (1) year from said effective date and shall guarantee to the Owner(s) that the rehabilitation/replacement construction work performed at the Project by the Contractor is of good quality, free from faults and defects and in conformance with the Contract Documents; and that in the event that faults or defects in the work shall arise, within one (1) year of the effective date of the warranty, not otherwise determined by the Construction Manager to be normal wear and tear or abusive use by the Owner(s), that the Contractor shall furnish all necessary labor and material at its sole expense to promptly correct the faulty and defective work.

Additionally, the Contractor shall, to the extent applicable to the Rehabilitation Agreement, provide a separate written warranty from roofing subcontractors guaranteeing roofing work of **10 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 Contractor shall provide the Owner(s) with all manufacturers' and suppliers', written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

(14) **Indemnification.** To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold harmless the Owner(s), the City 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 Addendum and the Rehabilitation 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 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 Contractor or any of its subcontractors or any of the 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 Owner(s), through and with the approval of the Construction Manager, may withhold such payments as long as it shall be deemed necessary for the indemnity of the

Owner(s) and the City; provided, that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

(15) Termination of the Contract. The Contractor shall, if for cause, have the right to terminate the Rehabilitation Agreement only in the event that the Owner(s) refuses access to the Project at reasonable times during the work week, defined in this Addendum as 8:00 AM to 5:00 PM Mondays through Fridays, except for recognized City Holidays and excluding Saturdays and Sundays; or commit any interference with the Contractor or its agents and employees, its subcontractors or their agents and employees in the performance of work; or otherwise commits abusive or threatening conduct toward the Contractor, its subcontractors or their respective agents and employees performing the work at the project under the direct or indirect control of the Contractor.

## Exhibit "2"

### SCOPE OF SERVICES

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

#### **GENERAL REQUIREMENTS**

##### LEAD REPORT

As part of these specifications, a 'Lead-Based Paint Inspection Report' provided by AGC Consultants, LLC., Project No. AGC-24-0418 performed on December 8, 2024, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet. By signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears; it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.

##### GENERAL PAINT-SPECIFICATIONS

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

##### 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 always clean the worksite.
- Contractors shall not use residential bulk and regular trash pickup systems to remove construction debris.
- City's official waste management providers must be used for all waste disposal activities for this project.
- 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 Community Planning and Development.

##### PERMITS AND MISCELLANEOUS FEES

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

- For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).
- **Uniform Mitigation Verification Inspection Form** - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.
  - **Submitted form MUST contain the Homeowner signature.**
  - **Submitted form MUST contain the Inspector's Wind Mitigation Certificate of Completion.**

| <b>KITCHEN AND ELECTRIC</b> |                     |
|-----------------------------|---------------------|
| 01) KITCHEN                 | <b>\$ 17,900.00</b> |

**REPLACE CABINETS AND COUNTERTOP**

**INSTALL ELECTRICAL RECEPTACLES**

**PATCH AND PAINT THE WALLS**

**REPLACE FLOOR TILE**

Reason for replacement: existing cabinets are unfinished, sink base cabinet is deteriorated and water damaged.

Remove the kitchen countertop, base, and wall cabinets. Haul away all debris from property at once.

The Contractors will verify measurements and dimensions.

Please note in the Lead-Based Paint Inspection Report, samples collected on some building components contained measurable quantities of lead. OSHA considers measurable quantities of lead in paints and coatings to be lead-containing and a potential source of exposure. As part of this work item Contractor must comply with OSHA lead regulation 29 CFR 1926.62 and 40CFR Part 745 RRP, the Lead-Based Paint Inspection Report should be made available to personnel that will the conduct painting operations. Read the report.

This item requires a permit.

**WALLS**

aa) Repair any crack(s), patch small holes with sparkles, patch large hole and walls replacement, with like material (or drywall) and match the thickness of existing walls.

As required, install framing, backings and/or furring strips.

Patched walls finish should match existing finish as close as possible or as noted below. Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work.

Patch and paint the entire walls. Include painting of wood trim, baseboard, and doors. Homeowner will select the paint color. Paint per the General Paint Specifications.

bb) Note, after the cabinets and appliances removal, patch and prime the walls concealed by the appliances, cabinets and back splash; patch and finish paint all exposed walls behind the cabinets. All exposed walls under the cabinets must have a finished appearance.

## CABINETRY

- cc) Replace the cabinetry in the same configuration as the existing, except as noted herein. The Homeowner will select cabinets color and design, from standard stock. Place escutcheon plates at all plumbing and electrical opening through the cabinet.
- dd) All new cabinets are to be plywood or solid wood with raised wood doors, no particleboard, no thermo-foil or cabinet boxes covered with Formica. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**
- ee) Install corner wall and base cabinets in all corners of the cabinets' layout design.
- ff) Install 24" deep wall cabinet above the refrigerator.
- gg) Install cabinets doors and drawers with soft-closing/self-closing technology
- hh) Install a wall cabinet above the stove high enough for a microwave under the cabinet unit.
- ii) Replace any missing flooring (underneath the cabinets), as required, match existing as close as possible.
- jj) For cabinet attachments, use washer head cabinet screws or cabinet screws with cup washers.
- kk) Material allowance including sales tax for door and drawer knobs/handles is \$3.00 each. For attachment, use washer head cabinet screws or cabinet screws with cup washers.

## COUNTERTOP

- ll) On top of the base cabinets, install the new standard Formica countertop on veneered exterior grade plywood. Homeowners will select color and design within the budget. Replace the countertop in the same configuration as the existing, except as noted herein.
- mm) Install a full Formica back splash.
- nn) No Formica seams within 18" of wet area around sink.

## ELECTRICAL

- oo) Under this work item, provide a minimum of six (6) tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet. Counter space 12" or more must have a tamper proof GFCI outlet.
- pp) Provide a dedicated 20 amps outlet and wiring over the kitchen range/stove for a microwave. Do not install a receptacle behind the exhaust vent including vent covering.
- qq) Provide a receptacle for the dishwasher.
- rr) Provide a receptacle and wall switch for garbage disposal.
- ss) Provide a dedicated outlet and wiring for the refrigerator.
- tt) Under this work item, provide a 4-prong receptacle with the required wiring for the electric range. Provide a new power cord and connection to the range.

## KITCHEN - REPLACE SINK, FAUCET, SUPPLY AND DRAIN LINES

Reason for replacement: existing kitchen cabinets are being replaced.

Remove and replace the existing kitchen double bowl sink, faucet and drain assembly (under sink).

Haul away debris from property at once.

Install new drop-in double bowl sink, 9" deep, minimum 20-gauge stainless-steel.

The Homeowner to select and sign off on the sink and faucet design (not including the drain assembly).

Install a new label Water-Efficient faucet with or without sprayer, as manufactured by American Standard, Delta, Moen, Kohler or approved equal, (see warranty information below).

There shall be no plastic construction on the faucet, outer body and handles.

Install new supply tubes. Install new shut off valves.

Install new drain assembly (under sink).

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

This item requires a permit.

- uu) Provide faucet with manufacturer lifetime limited warranty to be leak and drip free, and free of defects in material and workmanship.

#### **KITCHEN - REPLACE FLOOR TILE**

Reason for replacement: the existing tile flooring is worn and cracked, and the cabinets are being replaced.

Remove existing flooring and install new ceramic floor tiles in thin-set mortar. Homeowners select tile colors and sizes. Material allowance including sales tax is \$3.00 per square foot for floor tile, this does not include the appropriate trim and finishing materials.

- vv) Use the appropriate trim and finishing materials for good tile installation, e.g., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile.
- ww) Remove and replace existing baseboard. Undercut door casing and jambs to avoid difficult scribe cuts
- xx) Inspect sub-floor and make repairs that will ensure it provides solid, stable conditions.
- yy) Check the resulting floor height for smooth transitions to adjacent floor/room.
- zz) 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.

#### **ELECTRICAL (SEE ADDITIONAL ELECTRICAL WORK UNDER KITCHEN SECTION)**

**02) ELECTRIC UPGRADE (AS FOLLOWS) INCLUDING SERVICE AND PANEL      \$ 13,300.00**

This work item is to be performed only if the existing electrical panels do not have adequate space to accommodate the required kitchen circuits in the event the kitchen cabinets are replaced. The Contractor must provide written justification to Housing and obtain approval prior to commencing this work.

Reason for electrical upgrade: The existing electrical panel lacks sufficient capacity to accommodate the additional breakers needed for the kitchen renovation.

Remove and replace the existing interior electrical panel, exterior disconnect box, and meter can. Consolidate all interior and exterior panel boxes into a single system.

Install a new exterior combination main circuit breaker disconnect panel with an integrated meter can. The contractor has the option to install an interior circuit panel box, if preferred, for distribution purposes.

Evaluate the existing electrical service to ensure it is appropriately sized for the home and the number of appliances in use. If necessary, relocate and upgrade the electrical service and panel in accordance with the Florida Building Code (FBC) and the National Electrical Code (NEC).

This item requires a permit.

- m) Coordinate electrical service with Florida Power and Light Company.
- n) This work item does not rewire the home. This work item does not cover replacing aluminum wiring (or eliminating intermixing of conductors) to receptacles, wall switches, light fixtures, or any other electrical devices. This work item does not cover installing aluminum to copper lugs on aluminum wiring to receptacles, wall switches, light fixtures, or any other electrical devices.
- o) Install a new electrical panel with sufficient capacity to support the required kitchen circuits. The panel must include space for the following dedicated circuits (note: the installation of the kitchen circuits and associated wiring is included under the kitchen cabinet installation scope):
  1. four (4) circuits for small appliances,
  2. two (2) circuits for an electric stove,
  3. one (1) circuit for the refrigerator,
  4. one (1) circuit for the microwave, and
  5. two (2) circuits for the dishwasher and garbage disposal.
  6. install a minimum of two (2) full size spare circuit breakers.
- p) Follow Florida Building Code (FBC) and National Electrical Code (NEC) and the local Building Department requirements for installing ARC fault protection on new receptacles and existing circuits.
- q) Separate and balance the existing circuits. Clearly label all circuits in the panel box, **DO NOT use marker directly on the metal box.**
- r) Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathrooms, kitchen, all outside receptacles and non-grounded receptacles.
- s) Replace damaged electrical connections, conduit, and wiring.
- t) Check each and replace switches, cover plates, receptacles, GFCI's that are damaged, malfunctioned, painted over and/or missing. Properly cover and seal junction boxes.  
The new receptacles should be modern polarized, grounded tamper proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.  
Correctly polarize and ground all receptacles.
- u) Remove exposed abandoned electrical wiring, connections, and conduit.
- v) Provide a 4-prong receptacle with the required wiring and power cord for the electric cloth dryer.
- w) Install a code-compliant dedicated single receptacle outlet for the washing machine.

x) Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces, paint from cutline to cutline.

**03) INSTALL TEN (10) YEARS BATTERY POWERED SMOKE ALARMS**

AND/OR CARBON MONOXIDE ALARMS NON-HARDWIRED

**\$ 500.00**

LOCATIONS: BEDROOMS AND OUTSIDE THE BEDROOMS

Reason for installation: no existing smoke detectors in sleeping.

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

h) All new battery powered smoke alarms (including any carbon monoxide alarms) shall be non-hardwired.

i) Install the smoke alarms in each bedroom and in the hallway or area outside the bedroom(s).

j) Install smoke carbon monoxide alarms in or near the garage and any other area as required per code.

k) Remove any battery-operated smoke alarms and patch surface after removal.

l) Provide proof of ten years' non-removable battery powered smoke alarms and/or carbon monoxide alarms at all inspections.

m) Please note the estimate average material cost, including sales tax, per 10 years battery powered smoke detector is \$22 each as supplied by Kidde, model i9010 and carbon monoxide detector \$55 each.

n) NOTE FLORIDA STATUES 553.883 - One-family and two-family dwellings and townhomes undergoing a repair, or a level 1 alteration as defined in the Florida Building Code, may use smoke alarms powered by 10-year non-removable, non-replaceable batteries in lieu of retrofitting such dwelling with smoke alarms powered by the dwelling's electrical system. Effective January 1, 2015, a battery-powered smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by a non-removable, non-replaceable battery that powers the alarm for at least 10 years. The battery requirements of this section do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system.

**MASTER BEDROOM**

**04) MASTER BATHROOM**

**\$ 4,000.00**

**INSTALL SINK, FIXTURE AND VANITY**

Reason for replacement: vanity has a thermofoil covering which begins to delaminate.

Remove and replace the vanity and sink/countertop. Haul away all debris from property at once.

The new vanity and with cultured marble sink countertop shall fit from wall-to-wall.

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.

Please note in the Lead-Based Paint Inspection Report, samples collected on some building components contained measurable quantities of lead. OSHA considers measurable quantities of lead in paints and coatings to be lead-containing and a potential source of exposure. As part of this work item Contractor must comply with OSHA lead regulation 29 CFR 1926.62 and 40CFR Part 745 RRP, the Lead-Based Paint Inspection Report should be made available to personnel that will the conduct painting operations. Read the report

- h) 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.
- i) 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.**
- j) The sink (cultured marble sink) shall be form as an integral part of the countertop or a set-in sink with new standard Formica countertop on veneered exterior grade plywood 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.
- k) 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, as manufactured by American Standard, Delta, Moen, Kohler or approved equal, discuss 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.
- l) Provide faucet with manufacturer lifetime limited warranty to be leak and drip free, and free of defects in material and workmanship.
- m) Install new supply tubes. Install new drain assembly for the sink. Install new shut off valves.
- n) Place escutcheon plates at all plumbing and electrical opening through the cabinet or wall.



#### **INSTALL NEW SHOWER DOOR**

Reason for installation: the existing door is broken.

Remove existing shower door and haul away all debris from property at once.

Install new tempered glass (3/8" minimum glass thickness) hinged shower door, Homeowner to select finish of trim and style of doors from standard stock.

Do not attach shower doors threshold with screws or other fasteners that can puncture the shower curb.

#### **INSTALL NEW TAMPER PROOF GFCI RECEPTACLE**

Provide and install a new tamper proof GFCI Receptacles or GFCI Circuit Breaker for the bathroom.

This item requires a permit

**TOTAL CONTRACT AMOUNT: \$35,700.00**

**Exhibit "3"**

**FEDERAL ASSURANCES AND REQUIREMENTS**

The Owner(s) and Contractor agree to abide by all Federal laws, rules and regulations applicable to Federally-assisted residential construction work of this type, whether specifically cited verbatim in this Addendum or incorporated hereto by reference. The Owner(s) and the Contractor also agree to assist and actively cooperate with the Federal Government and its designee in obtaining the compliance of contractors and subcontractors with all said Federal laws, rules and regulations. The Contractor specifically agrees to be bound by the Federal laws, rules and regulations specifically described below, and to incorporate, or cause to be incorporated, in all contracts and subcontracts related to this Addendum, whether verbatim or by reference, the Federal laws, rules and regulations applicable to contractors and subcontractors participating on federally assisted residential construction projects of this type.

As specifically referred to throughout this Addendum, the use of and reference to the terms "Federal Government", "Secretary" or to the "Department of Housing and Urban Development" ("HUD") shall mean the U.S. Department of Housing and Urban Development and its authorized representatives. As used in or referred to in this Addendum, the term "designee" shall mean the City of North Miami in addition to any other authorized representative, agent or designee of the Federal Government.

(a) **Ineligible Contractors.** This addendum is subject to the requirements of the HUD Prohibition Against Use of Disbarred, Suspended or Ineligible Contractors described at 24 CFR Part 570, and the Contractor agrees not to award any contract or purchase order for rehabilitation construction work, other services, materials, equipment, or supplies, to be paid for, in whole or in part with the proceeds of the loan made in connection with this Agreement, to any contractor or subcontractor, whom the Contractor has been advised is debarred, suspended, ineligible or otherwise found unacceptable for participation in Federally-assisted contracts by the Secretary of Housing and Urban Development, or its designee.

The Contractor, prior to commencing work, shall submit an **original notarized Certification of Eligibility of Prime Contractor form** used in connection with the City's Rehab Program. The Contractor shall include the provision of this clause in every contract or subcontract entered into in connection with this work so that this provision shall be binding on all contractors and subcontractors. Furthermore, the Contractor shall require all such contractors and subcontractors to submit an original notarized Certificate of Eligibility of Subcontractor form prior to the commencement of work by any and all participating contractors or subcontractors.

By the insertion of the certification of eligibility clause in all contracts and subcontracts, the Contractor and all subcontractors' state that they are eligible for award of a Federally-assisted or insured contract. The Construction Manager, on behalf of the Owner(s), shall verify that the Contractor is eligible prior to the award of the Rehabilitation Agreement, through its review of the current HUD List of Debarred, Suspended, or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended, and Ineligible Contractors.

In the case of the award of contracts or subcontracts by the Contractor to its subcontractors, for the work funded in connection with this Project under the Rehabilitation Agreement, the Contractor hereby acknowledges its responsibility to employ only eligible subcontractors who have certified to their eligibility to undertake Federally-assisted work in written contracts or subcontracts containing the provision of this paragraph, as well as all other applicable Federal assurances and requirements.

Should any subcontractor be found ineligible after award of a contract or subcontract, the Contractor acknowledges that it must terminate the contract or subcontract, and the matter will be referred to the Federal Government for its action.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with the work so that this provision shall be binding on any and all participating contractors or subcontractors.

(b) Section 8 Existing Housing Quality Standards. This Addendum is subject to the HUD Section 8 Housing Quality Standards described at 24 CFR 882.109. As such, work performed in connection with this Addendum shall conform to the policies and guidelines for the Section 8 Housing Quality Standards for Existing Housing which for rehabilitation construction work of this type shall result, after rehab: in a structurally sound dwelling, providing adequate space, illumination, air quality, electricity, water supply, refuse disposal and security; with properly operating facilities for cooking, refrigeration and the maintenance of an adequate thermal environment; and properly operating sanitary facilities affording privacy to occupants as well as, where applicable, the removal of architectural barriers to the handicapped.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

(c) The Energy Policy and Conservation Act of 1975. This Addendum is subject to the requirements of the Energy Policy and Conservation Act of 1975, and HUD's Cost Effective Energy Conservation and Effectiveness Standards described at 24 CFR, Part 39 and issued pursuant to the Housing and Community Development Act of 1964, as amended in 1978 (42 U.S.C. 1452b.), requires that rehabilitation of residential properties under this program are subject to the Cost Effective Energy Conservation Standards; except that

- (1) Thermal improvements of construction elements which would not be made assessable or become exposed during rehabilitation is not required, and
- (2) Energy conservation improvements not practical when considering economic feasibility, program needs, and the materials and type of construction may be eliminated.

As specifically related to this Addendum, the work performed in connection with this Addendum and the Rehabilitation Agreement shall conform to the standards and policies relating to energy efficiency, which are contained in The State Energy Conservation Plan issued in compliance with The Energy Policy and Conservation Act (P.L. 94-163).

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

(d) Prohibition against Use of Lead Based Paint. This Agreement is subject to the requirements of the HUD Lead-Based Paint Regulations described at 24 CFR Part 35 and made effective January 1, 1972.

The HUD Lead-Based Paint Regulations prohibits the use of lead-based paint containing more than one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paint in all residential rehabilitation work for HUD-assisted or insured projects. The regulations require that any old lead-based paint remaining on walls and ceilings shall be removed or completely concealed with a suitable covering such as drywall, hardboard, plywood, etc., before these surfaces are redecorated. They apply to all exposed interior surfaces and to all portions of exterior elements and surfaces readily accessible to children, i.e., deck, stairs, porches, railings, doors, windows, etc. Concealed work such as structural steel is excluded.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

(e) “Section 3” Clause. This Addendum is subject to the requirements of Section 3 of The Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) and all applicable HUD rules and regulations issued pursuant thereto in 24 CFR Part 75, and any additional HUD rules and orders issued under it prior to the execution of this Addendum and the Rehabilitation Agreement. The Contractor shall comply with the following provision, and shall include the provisions of paragraphs (e), (1) and (2) in every contract and subcontract entered into in connection with this work so that they shall be binding upon any and all participating contractors and subcontractors.

- (1) The work to be performed under this contract is on a project assigned under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- (2) The parties to this contract shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- (3) The Contractor shall send to each labor organization or representative of workers with which he has a collective bargain agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The Contractor shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor shall not subcontract with any subcontractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected or before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as re specified by 24 CFR Part 75.

(f) Equal Employment Opportunity Clause. This Addendum is subject to the requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12081, and the Contractor agrees that during the performance of the work at the Project, the Contractor shall comply with the provisions of the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as further described at 41 CFR Part 60.4, which is incorporated herein verbatim and made a specific part of this Addendum by reference.

Copies of the aforementioned Standard Federal Equal Opportunity Construction Specifications are available, on behalf of the Owner, at the office of the Construction Manager. As contained therein, the current goals and timetables for minority and female participation for Miami-Dade County, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows: 1) Goals for Female Utilization. All Trades are 6.9%; and 2) Goals for Minority Utilization. All Trades are 15.5%.

The Contractor shall include the provision of this paragraph in every contract or subcontract entered into in connection with this work so that this provision shall be binding on any and all participating contractors or subcontractors.

As specifically required under the provisions of Executive Order 11246, as amended by Executive Orders 11375 and 12086, pertaining to the provisions of the aforementioned Equal Opportunity Clause, during the performance of the work funded in connection with the Project, the Contractor agrees to comply with, and shall include the provisions of paragraphs (f) (1) through (7) in every contract or subcontract exceeding \$10,000 so that its provision shall be binding upon any and all contractors or subcontractors receiving an award exceeding \$10,000. However, for any contract or subcontract under \$10,000, the Contractor shall only include the provisions of paragraphs (f) (1) and (2) in each such contract or subcontract so that at least these provisions shall be binding upon any and all contractors or subcontractors receiving an award under \$10,000.

- (1) The Contractor shall not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor shall include paragraph (f) and particularly the provisions of paragraphs (f) (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (g) Title VI of the Civil Rights Act of 1964. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with the work so that it shall be binding upon any and all participating contractors and subcontractors.

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto at 24 CFR Part 1, provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property or structure when used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, to abide by all Federal laws and regulations.

- (h) Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors:

Section 109 of The Housing and Community Development Act of 1974, and the regulations issued pursuant thereto at 24 CFR 570.601, provide that no person in the United States shall, on grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

- (i) Section 504 of the Rehabilitation Act of 1973, as Amended. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified handicapped individual in the United States shall solely by reason of his or her handicap be excluded

from the participation in, be denied the benefits of, or be discriminated against, under any program or activity receiving Federal financial assistance.

(j) The Age Discrimination Act of 1975. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

The Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no otherwise qualified person shall solely by reason of his or her age be excluded from participation in, or denied the benefits of, programs or activities receiving Federal financial assistance.

(k) Interest of Certain Federal Officials. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Addendum or to any benefit arising from the same.

(l) Interest of Members, Officers, or Employees of Local Governing Body or Other Public Officials. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

No member, officer, employee, designee, or agent of the City, no member of the governing body of the locality or localities which exercised any functions or responsibilities with respect to the subject matter of the Addendum during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Addendum.

(m) Prohibition against Payments of Bonus or Commission. The Contractor shall comply with the following provision, and shall include this provision in every contract or subcontract entered into in connection with this work so that it shall be binding on any and all participating contractors and subcontractors.

The assistance provided under this Addendum shall not be used in the payment of any bonus or commission for the purpose of obtaining City approval of the application for such assistance, or City approval of applications for additional assistance, or any other approval or concurrence of the City required under this Addendum, Title I of the Housing and Community Development Act of 1974, as amended, or Federal regulations with respect thereto; provided, however, that reasonable fees for bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

(n) Record Retention. Records shall be retained by the Contractor for three (3) years from the ending date in which this Rehabilitation Agreement in which the work funded in connection with the Project are paid in full or from the time all matters related to the Rehabilitation Agreement have been disposed of, whichever is later. However, records that are subject to financial or compliance findings shall be retained for a minimum of three (3) years in the manner prescribed above or until such findings have been resolved, whichever is later.

The Contractor shall include the provisions of this paragraph in every contract or subcontract entered into in connection with the work so that this provision shall be binding on any and all participating contractors or subcontractors.

(o) Governmental Access to Records. The Contractor shall at any time during normal business hours and as often as officials of the City of North Miami as well as, applicable Federal grantor agencies (including but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, or the Comptroller General of the United States, any of their duly authorized representatives)

may deem necessary, make available any books, documents, papers, and records of the Contractor which are directly pertinent to this Addendum and the Rehabilitation Agreement, for the purpose of making audits, examinations, excerpts, and transcripts.

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

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

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.

(q) Method of Payment. Program funds shall be disbursed to the Contractor as follows:

(1) All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the 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.

(2) 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.

(3) Program funds shall be paid upon compliance by the contractor with the following:

- a. Environment Review
  - The National Environmental Policy Act (42 U.S.C. 4321, et seq.);
  - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
  - Environmental Review Procedures (24 CFR Part 58);
  - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
  - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).
- b. Lead Based Paint
  - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
  - HUD Lead Based Paint Regulations (24 CFR Part 35).
- c. Asbestos

- Asbestos Regulations (40 CFR 61, Subpart M);
- U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

d. 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.**

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIP PROGRAM**  
**DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of \_\_\_\_\_, by **Rochemain Ariste and Magarette Ariste**, (collectively, "Owner(s)"), in favor of the City of North Miami, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida.

**RECITALS**

**WHEREAS**, the Owner(s) are the fee simple title holders of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 1590 NE 139 Street, North Miami, Florida 33161

Legal Description: East 70 Feet of the North 1/2 of Lot 2 and the East 70 Feet of Lot 3 of Block 4 of Dixie Gardens, according to the Plat thereof, as recorded in Plat Book 44, at Page 30, of the Public Records of Miami-Dade County, Florida

Folio Number: 06-2220-006-0660

**WHEREAS**, the City, as a condition for awarding grant funds through the Home Investment Partnership Program ("HOME Program") for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant; and

**WHEREAS**, HOME Program Guidelines require properties who participate in the Program to be subject to an affordability period during which the Property must be used in accordance with program guidelines; and

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner(s) agree and covenant as follows:

1. **Incorporation of Recitals.** The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.
2. **Affordability Period.** The Owner(s) covenants and agrees that for a period of Ten (10) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner(s), the Property shall continue to be the principal residence of the Owner(s) and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.
3. **Restrictions on Transfer.** During the Affordability Period, fee simple title to the Property may be conveyed only to a person or persons who:
  - a. Intend to use the Property as their principal residence; and
  - b. Have a household income at or below 80% of Area Median Income, as defined by regulations

of the United States Department of Housing and Urban Development ("HUD").

4. **Termination of Restrictions.** The restrictions contained within this Restrictive Covenant shall terminate upon the occurrence of any of the following termination events: Sale of the Property; Rental or lease of the Property; Foreclosure; Transfer in lieu of foreclosure; Abandonment of the Property; or If the Owner(s) reacquire an ownership interest in the Property after any of the above events.

5. **Covenants Run with the Land.** The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.

6. **Enforcement.** This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owner(s), its successors and assigns, and all subsequent owners of the Property for a period of Ten (10) years from the date this Restrictive Covenant is recorded.

7. **City as Beneficiary.** The Owner(s) hereby acknowledges and agrees that the City is a beneficiary of this Restrictive Covenant, and the Owner(s) shall not release or amend this Restrictive Covenant without the prior written consent of the City.

8. **Binding Effect and Notice.** Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Restrictive Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Restrictive Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restrictive Covenant.

**IN WITNESS WHEREOF**, the Owner(s) have executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).

WITNESS:

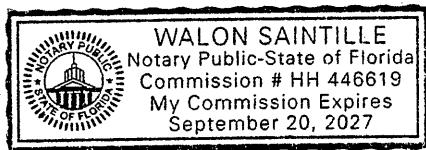
Tomarie Ler Frison  
Legibly print name

Signature of Owner

Rochemain Ariste  
ROCHEMAIN ARISTE  
Legibly print name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of October, 2025, by Rochemain Ariste.



  
Notary Public, State of Florida

Walon Saintille

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification

Type of Identification Produced:

U.S. Passport

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM**  
**MONEY MORTGAGE**

This mortgage is made and entered into this day of \_\_\_\_\_, between **Rochemain Ariste and Magarette Ariste**, (collectively, "Mortgagor(s)"), residing at 1590 NE 139 Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

**WITNESSETH:**

**WHEREAS**, the Mortgagor(s) desire to secure the payment of an indebtedness in the principal amount of **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)**, with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagor(s) is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

East 70 Feet of the North 1/2 of Lot 2 and the East 70 Feet of Lot 3 of Block 4 of Dixie Gardens, according to the Plat thereof, as recorded in Plat Book 44, at Page 30, of the Public Records of Miami-Dade County, Florida, a/k/a 1590 NE 139 Street, North Miami, Florida 33161 ("Subject Property")

**TOGETHER** with all appurtenances and all the estate and rights of the Mortgagor(s) in and to such property or in any way appertaining, all buildings and other structures attached to, or used in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements and additions, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

**TOGETHER** with any and all awards made for the taking of the Mortgaged Property, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are assigned to the Mortgagee and are deemed a part of the Mortgaged Property, and the Mortgagee is authorized to collect and receive the proceeds of such awards, to give the proper receipts and quittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the Mortgagor(s) agrees, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances or any kind and nature; and

**TOGETHER** with all right, title and interest of the Mortgagor(s) in and to the land lying in the streets and roads in front of and adjoining the above-described land (all the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being collectively call the "Mortgaged Property").

**TO HAVE AND TO HOLD** the Mortgaged Property and every part unto the Mortgagee, its successors and assigns forever for the purpose and uses set forth.

The Mortgagor(s) further covenants and agrees with the Mortgagee, as follows:

1. **Payment of Note and Charges.** The Mortgagor(s) shall promptly pay the principal and interest on the indebtedness evidenced by the Note, along with all other sums due under the Note and this Mortgage, in accordance with the terms set forth therein.
2. **Taxes and Government Charges.** The Mortgagor(s) shall pay, when due, all ground rents (if any), real estate taxes, assessments, and all governmental charges, fines, and other impositions of every kind levied against the Mortgaged Property. The Mortgagor(s) shall also pay all sums secured by any lien to which this Mortgage is expressly made subordinate.
3. **Loan Purpose and Collateral Relationship.** This Mortgage and the Note secure funds advanced by the Mortgagee to the Mortgagor(s) pursuant to the City of North Miami HOME Investment Partnerships Program ("HOME") Rehabilitation Loan Agreement, dated \_\_\_\_\_, for the rehabilitation of the Mortgaged Property, and for any additional purposes set forth in the Agreement.

4. **Alterations, Use, and Maintenance.** The Mortgagor(s) shall not remove or demolish any building, structure, improvement, fixture, or personal property on the Mortgaged Property without the prior written consent of the Mortgagee. The Mortgagor(s) shall not make, permit, or suffer any alterations or additions to the Mortgaged Property, nor use or permit its use for any purpose other than its current intended use, without the prior written consent of the Mortgagee. The Mortgagor(s) shall maintain the Mortgaged Property in good condition and repair, shall not commit or permit waste, and shall comply promptly with all applicable federal, state, and local laws, regulations, and requirements pertaining to the property.
5. **Liens and Priority.** The Mortgagor(s) shall not create, permit, or suffer to exist any lien on the Mortgaged Property that is superior to the lien of this Mortgage, except for liens to which this Mortgage is expressly subordinate, as stated in the granting clause. The Mortgagor(s) shall protect the Mortgaged Property against all claims for labor, materials, or services provided in connection with improvements. This Mortgage shall have priority over all encumbrances other than a purchase money first mortgage.
6. a) **Insurance Coverage.** The Mortgagor(s) shall maintain insurance on all buildings, structures, improvements, and equipment located on the Mortgaged Property against loss by fire and such other hazards, casualties, and contingencies as may be required by the Mortgagee. Coverage shall be in an amount sufficient to comply with any applicable coinsurance requirements. Insurance shall be obtained from companies approved by the Mortgagee, and all policies shall include a standard mortgagee clause naming the Mortgagee as loss payee, in a form acceptable to the Mortgagee. Policies and endorsements shall be delivered promptly to the Mortgagee, unless otherwise required to be delivered to a superior lienholder, in which case satisfactory proof of coverage shall be delivered to the Mortgagee. The Mortgagor(s) shall pay all insurance premiums when due and, if premiums are not paid through an escrow required under this Mortgage, shall provide the Mortgagee with proof of payment. If the Mortgagor(s) fails to maintain the required coverage, the Mortgagee may, but is not obligated to, obtain such insurance and the Mortgagor(s) shall reimburse the Mortgagee for all premiums paid.
- b) **Application of Insurance Proceeds.** In the event of any loss or damage to the Mortgaged Property, the Mortgagor(s) shall immediately notify the Mortgagee by certified mail. The Mortgagee may file a proof of loss if the Mortgagor(s) fails to do so promptly. Insurance proceeds shall be made payable jointly to the Mortgagor(s) and the Mortgagee unless otherwise required by a prior lienholder. The Mortgagee may, at its discretion, apply such proceeds to (i) reduce the indebtedness secured by this Mortgage, or (ii) repair or restore the damaged property. The Mortgagor(s) shall assign to any purchaser or grantee of the Mortgaged Property all rights and interests in insurance proceeds and coverage as required by the Mortgagee.
7. **Code Compliance.** All Improvements, including plans and specifications, shall comply with any and all applicable municipal, county, state, and federal laws, ordinances, regulations, and rules issued by any governmental authority. Upon completion, the Improvements shall also comply with the requirements of the applicable Board of Fire Underwriters.
8. **Default Payments by Mortgagee.** If the Mortgagor(s) fails to comply with any obligation under this Mortgage requiring payment of money (excluding principal, interest, and other charges due under the Note), the Mortgagee may, at its option, make such payment on the Mortgagor's behalf. Any such payment, including reasonable attorneys' fees, shall accrue interest at four percent (4%) per annum from the date of payment. These amounts shall be immediately due and payable upon demand and shall be secured by this Mortgage as a lien having priority over any lien attaching after the date of this Mortgage.
9. **Inspection and Protection.** The Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at any reasonable time. If the Mortgagee determines, in its sole discretion, that the property requires inspection, repair, maintenance, or protection not provided by the Mortgagor(s), the Mortgagee may, after notice to the Mortgagor(s), perform such work or cause it to be performed. The Mortgagee may pay any costs incurred and such amounts shall be recoverable from the Mortgagor(s) and secured by this Mortgage.
10. **Acceleration Upon Transfer or Default.** The entire unpaid principal balance of the Note, together with all accrued interest, charges, and other amounts secured by this Mortgage, shall become immediately due and payable without notice or demand upon the occurrence of any of the following:
  - a) The sale, transfer, or alienation of the Mortgaged Property to any person other than the Mortgagor(s), except if such transfer is to the Mortgagor's surviving spouse;
  - b) The appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor(s) or any of their property;
  - c) The filing of a petition by or against the Mortgagor(s) under any state insolvency statute or the United States Bankruptcy Code;
  - d) The execution by the Mortgagor(s) of an assignment for the benefit of creditors. In addition, the Mortgagee may, at its option, declare the indebtedness secured hereby to be immediately due and payable upon the occurrence of any of the following **Events of Default**:
    - i. **Payment Default:** Failure to pay any installment of principal, interest, or other charge due under the Note or this Mortgage;

- ii. **Covenant Default:** Failure to perform any term, covenant, or condition of this Mortgage or the Note, after notice and opportunity to cure, where applicable;
- iii. **Violation of Prior Lien Instruments:** Failure to comply with any obligation in a lien instrument that has priority over this Mortgage;
- iv. **Material Misrepresentation:** Any misrepresentation or omission by the Mortgagor(s) in the loan application, the Note, this Mortgage, or any related document;
- v. **Unauthorized Transfer or Subordination:** Any sale, lease, transfer, refinancing, or subordination of the Mortgaged Property without the prior written consent of the Mortgagee.

The Mortgagee's failure to exercise any right or remedy under this Mortgage shall not constitute a waiver of such right or remedy. All of the foregoing are referred to collectively as "Events of Default."

11. **Future Advances.** This Mortgage shall secure any future or additional advances made by the Mortgagee, at its sole discretion, to the Mortgagor(s) or their successors or assigns in title, provided such advances are made within ten (10) years from the date of this Mortgage, or within any lesser period permitted by applicable law for the purpose of maintaining record notice to third parties.

The total indebtedness secured by this Mortgage may increase or decrease over time but shall not exceed **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)** in principal, plus accrued interest and any additional amounts disbursed for taxes, insurance, assessments, or other charges as permitted herein, together with interest on such disbursements.

All future advances shall be secured with the same priority as the original indebtedness and shall be governed by the terms of this Mortgage, regardless of whether such advances are evidenced by separate promissory notes or identified as secured obligations in those instruments. This Mortgage may only be modified or discharged by a written instrument signed by the party against whom enforcement is sought.

12. **Cure of Prior Liens.** The Mortgagee may, in its sole discretion, cure any default under a lien instrument that has priority over this Mortgage. Any amount paid by the Mortgagee to cure such default shall be reimbursed by the Mortgagor(s) upon demand and shall be secured by this Mortgage. The Mortgagee shall be subrogated to the rights of the prior lienholder with respect to such payment.

13. **Possession and Assignment of Rents.**

- a) Upon the occurrence of any Event of Default, and upon demand by the Mortgagee, the Mortgagor(s) shall surrender possession of the Mortgaged Property. The Mortgagee may enter and take possession, collect rents then due or becoming due, and apply such rents—after deducting expenses—toward the indebtedness secured by this Mortgage. All rents and income from the Mortgaged Property are hereby assigned to the Mortgagee as additional security. The Mortgagee may also initiate summary proceedings to dispossess any tenant in default of rent payment.
- b) If the Mortgagor(s) occupies the Mortgaged Property or any portion thereof, such occupancy shall convert to a tenancy-at-will upon default. The Mortgagor(s) shall pay monthly rent in advance, in an amount equal to one-twelfth (1/12) of the annualized total of Note payments, property taxes, insurance premiums, and other applicable charges. Upon failure to pay, the Mortgagee may remove the Mortgagor(s) through lawful eviction proceedings. This covenant shall take effect immediately upon default as determined in the sole discretion of the Mortgagee and shall inure to the benefit of any appointed receiver.

14. **Right to Receiver.** In any action to foreclose this Mortgage, the Mortgagee shall be entitled, as a matter of right and without notice, to the immediate appointment of a receiver, regardless of the value of the Mortgaged Property or the solvency of the Mortgagor(s) or any other party liable for the indebtedness secured by this Mortgage.

15. **Estopel Certificate.** Upon request, the Mortgagor(s) shall, within ten (10) days if requested in person or twenty (20) days if requested by mail, deliver to the Mortgagee a written, notarized statement in form satisfactory to the Mortgagee, stating the amount then outstanding under the Note and this Mortgage, and whether any set-offs, defenses, or claims exist against the indebtedness.

16. **Notice of Casualty or Transfer.** The Mortgagor(s) shall promptly notify the Mortgagee, by registered or certified mail, of any fire, damage, or other casualty affecting the Mortgaged Property, and of any conveyance, transfer, or change in ownership of all or any part of the Mortgaged Property.

17. **Method of Notice.** Any notice, demand, or request required or permitted under this Mortgage shall be in writing and may be delivered personally or sent by mail to the applicable party's address of record.

18. **Sale in One Parcel.** In the event of foreclosure, the Mortgaged Property may, at the Mortgagee's discretion, be sold as a single parcel.

19. **Assignment of Rents.** The Mortgagor(s) shall not assign or transfer any rights to rents from the Mortgaged Property, in whole or in part, without the prior written consent of the Mortgagee.

20. **Title and Authority.** The Mortgagor(s) represents and warrants that they are lawfully seized of the Mortgaged Property and have full right, power, and lawful authority to convey the same as provided herein. The Mortgagor(s) shall forever warrant and defend title to the Mortgaged Property against the lawful claims of all persons whomsoever.

21. **Homestead Waiver.** The Mortgagor(s) hereby knowingly, voluntarily, and expressly waives the benefit of all homestead exemptions under Article X, Section 4 of the Florida Constitution, as to the debt secured by this Mortgage and any expenditures made by the Mortgagee for insurance, taxes, levies, assessments, dues, or other charges as provided herein. Mortgagor(s) acknowledges that this waiver has been explained and that the waiver is made with full understanding of its legal effect.

22. **Binding Effect; Interpretation.** This Mortgage and all covenants, agreements, terms, and conditions herein shall be binding upon and shall inure to the benefit of the Mortgagor(s), their heirs, legal representatives, successors, and assigns, and—subject to applicable law—any subsequent owner of the Mortgaged Property. It shall likewise be binding upon and inure to the benefit of the Mortgagee and its successors and assigns.

If there is more than one Mortgagor, their obligations under this Mortgage and the Note shall be joint and several.

As used herein, the term "Mortgagee" shall include any successor holder of this Mortgage. Unless the context otherwise requires, words in the singular include the plural, and words in the plural include the singular. Words of any gender shall be deemed to include all genders.

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

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor(s) on or as of the day and year first above written. Signed, sealed and delivered in the presence of:

Tommie Lee Frison  
Witness (Print Name)

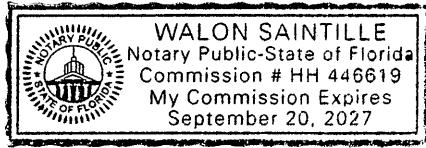
Tommie Lee Frison  
Witness (Print Name)

Rochemain Ariste  
Rochemain Ariste  
Address: 1590 NE 139 Street, North Miami, Florida 33161

Magarette Ariste  
Magarette Ariste  
Address: 1590 NE 139 Street, North Miami, Florida 33161

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of October, 2025, by Rochemain & Magarette Ariste



Notary Public, State of Florida

Walon Saintille

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification

Type of Identification Produced: FL Driver License & U.S. Passport

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM**  
**PROMISSORY NOTE**

Schedule A  
Amount: \$35,700.00

Agreement No.: HOME -2024-08

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

This **PROMISSORY NOTE** is made and entered into this day of \_\_\_\_\_, between **Rochemain Ariste and Magarette Ariste**, (collectively, "Mortgagor(s)") residing at 1590 NE 139 Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

**FOR VALUE RECEIVED**, the undersigned jointly and severally promise(s) to pay to the City of North Miami, Florida ("City") the sum of **Thirty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$35,700.00)** payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the application for loan, or has not otherwise violated the City of North Miami HOME Investment Partnerships Program ("HOME Program") requirements, this amount shall be partially forgiven in the amount of **Three Thousand Five Hundred Seventy Dollars and 00/100 Cents (\$3,570.00)** per year over a period of ten (10) years, until fully forgiven.

If the property securing this note is sold or in any way alienated or transferred, except if such transfer is to the surviving spouse, such an event shall constitute a default, and this sum shall be payable at a rate of **four percent (4%) simple interest per annum** on the unpaid principal amount then owing. Determination of an alienation, transfer or sale sufficient to call for payment of this Note shall rest with the City and/or its designated agents and the maker shall be notified of the time and place of payment. Subordination of this Note or the Owner's refinancing of the subject property shall constitute a default.

The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If the principal amount of this Note is not paid when due, the undersigned's action shall constitute a default and shall, at the option of the City, pay to the City the late charge of **one percent (1%) per calendar month**, or fraction thereof, on the amount past due and remaining unpaid. Failure of the City to exercise such option shall not constitute a waiver of such default. If the undersigned shall default on payment under this note or provide false information in support of the application for loan, or otherwise violate the City's Program requirements, the undersigned may be subject to penalties authorized by state and local laws, codes, rules and regulations. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments.

If suit is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees, at trial and appellate levels, and court costs.

**THIS NOTE** is secured by a Mortgage of even date duly filed for record in the Public Records of Miami-Dade County, Florida.

**DEMAND**, notice of demand and protest are hereby waived, and the undersigned hereby knowingly, voluntarily, and expressly waives any and all homestead and other exemption rights, to the extent permitted by law, which might otherwise apply to the indebtedness evidenced by this Note.

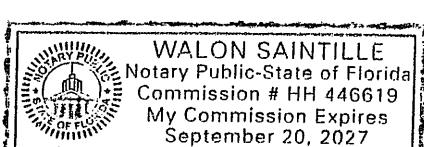
**IN WITNESS WHEREOF**, this Note has been duly executed by the undersigned as of its date.

Rochemain Ariste  
Rochemain Ariste, Owner

Magarette Ariste  
Magarette Ariste, Owner

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of October, 2025, by Rochemain & Magarette Ariste.



Notary Public, State of Florida  
Walon Saintille  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification

Type of Identification Produced: FL Driver License B U.S. Passport