

This instrument prepared by:
Jeff P. H. Cazeau., Esq.
City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

**CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT**

THIS AGREEMENT is entered into this day of February 12, 2019, by and among the following **Marcial Germain & Clovette Germain** (Owner) of the subject property; the **CITY OF NORTH MIAMI** (City), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **True Green Construction, Inc.**(Contractor), having its principal business address at, **4952 NW 7 Avenue, Suite 6, Miami Florida 33127** (Parties), regarding rehabilitation of the real property legally described as:

Lot 47 and the West 6.0 feet of Lot 2, in Block 39, of Griffing Biscayne Park Estates Resubdivision of Block 39, according to the Plat thereof, as recorded in Plat Book 15, Page 13, of the Public Records of Dade County, Florida a/k/a 580 NE 132 Street, North Miami, FL 33161

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development (HUD) has provided Community Development Block Grants (CDBG) to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low and moderate income persons; and

WHEREAS, the City has determined through its Consolidated Plan for CDBG funds (Program), adopted by the Mayor and City Council in July 2015, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (Project), in accordance with CDBG criteria specifically described in Title I of the Housing and Community Development Act of 1974; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner 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 **Twenty-Two Thousand Nine Hundred Dollars and 00/100 (\$22,900.00)**, which is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of **Twenty-Two Thousand Nine Hundred Dollars and 00/100 (\$22,900.00)**, are being utilized in this real estate transaction for the purpose of rehabilitating the subject property.

2. The Specifications & Proposal (Contract Documents) related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Project.
3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
5. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy.
6. The Parties acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
7. The Owner acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for at least a seven (7) year period commencing at the execution of this Agreement. If the Owner fails to continually occupy this residence for a seven (7) year period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining on this seven (7) year period. The funds provided by the City derive from the **CDBG Program** and that the funds shall be secured by a non- interest bearing Promissory Note and a Money Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of **Three Thousand Two Hundred Seventy-One Dollars and 42/100 (3,271.42)** each year over a **seven (7) year term**, until fully forgiven.
8. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.
9. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner fail to comply with the foregoing covenants and restrictions.

10. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
11. In the event the Owner 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.

Further, action by the Owner or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

12. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owner occur, as provided in paragraph 14, below.
13. The Owner shall not release or amend this Agreement without the prior written consent of the City.
14. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.

15. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.
16. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **Twenty-Two Thousand Nine Hundred Dollars and 00/100 (\$22,900.00)**. Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **Twenty-Two Thousand Nine Hundred Dollars and 00/100**

(\$22,900.00). Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

17. The Owner and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.
18. The Owner and Contractor shall not sublease, transfer or assign any interest in this Agreement.
19. In the event of a default, the City may mail to Owner or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.
20. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
21. A default shall include but not be limited to the following acts or events of an Owner, 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 this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued. Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.
 - b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
 - c. Insolvency or bankruptcy by the Owner or by the Contractor.

- d. Failure by the Contractor to maintain the insurance required by the City.
 - e. Failure by the Contractor to correct defects within a reasonable time as decided in the City's sole discretion.
 - f. The breach of any term or condition of this Agreement.
22. If the Owner defaults this Agreement by insolvency or bankruptcy, the following shall apply:
- a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
 - 1. In the event the Owners file a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.
 - 2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.
 - 3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner has less than five (5) years of payments remaining on the Note, the Owner agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining

payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

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

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

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.
2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

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

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

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.

- c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 22 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner, against the Contractor including, but limited to, any claim or right of recoupment.

24. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
25. The Owner and Contractor shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.)
26. 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
 12400 NE 8th Avenue
 North Miami, Florida 33161
 Attn: Director, Community Planning & Development

With a copy to: City of North Miami
 776 N.E. 125th Street
 North Miami, Florida 33161
 Attn: City Attorney

If to Contractor: Tru-Green Construction, Inc.
 Orphe, Frank (Registered Agent)
 4952 NW 7 Avenue Suite 6
 Miami, Florida 33127

If to Owner: Marcial Germain & Clovette Germain
 580NE 132 Street
 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.

27. 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.
28. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
29. 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.
30. 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

31. 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.

[The Remainder of this page was left blank intentionally]

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.

Whitney Vaples
Witness

Whitney Vaples
Witness

Marcial Germain
Marcial Germain, Owner

Clorette Germain
Clorette Germain, Owner

1/4/19
Date

[Signature]
Witness

CONTRACTOR:
[Signature]

1-18-2019
Date

APPROVED BY:

[Signature]
Tanya Wilson, A.I.C.P.
Planning, Zoning & Development Director

2/19/19
Date

ATTEST
DocuSigned by:
[Signature]
2C7010872EE8414
Michael Etienne, Esq.,
City Clerk
2/27/2019

CITY OF NORTH MIAMI
DocuSigned by:
Larry Spring
C23984DEA2724CF
Larry Spring Jr., CPA
City Manager
2/27/2019
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff Cazeau
8AF8443D714D491
Jeff P. H. Cazeau, Esq.,
City Attorney
2/26/2019

Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

EXTERIOR

01) INSTALL NEW GUTTER & DOWNSPOUT **\$ _____**

Install new 6" seamless metal gutter and downspout system (on the perimeter house). The Homeowner will select color from standard stock colors. Install new 24" concrete splash blocks at downspouts, discharging the water away from any foundation.

02) REPLACE EXTERIOR WINDOWS **\$ 14,400.00**
WITH HURRICANE IMPACT SINGLE HUNG WINDOWS
NO. OF WINDOWS: 12

• **Remove security bars and leave with homeowner**

The Contractors will verify measurements/dimensions and total number of openings to receive new windows. Remove existing windows and install, in the same configuration as the existing windows, new single hung, hurricane -impact, aluminum replacement windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- Living room window configuration
- Install obscure glass in bathroom windows.
- In the bedrooms – enlarge the window opening, as required, to install a code approved egress window. The contractor shall provide all required engineering. Note: a horizontal sliding or casement window may satisfy the egress requirement.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- **Replace all missing, cracked, damage, wood and tiled sills with ½" marble sills.**
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.

Remove the manufacturers' stickers and any residue on the glass after all final inspections.

03) INSTALL EXTERIOR OUTSWING DOOR- COMPLETE **\$ 3,000.00**

NUMBER OF DOOR OPENINGS: 1 (North) 1 (East) 1 (South) 1(West)

- **Front door to be six panel impact quarter glass**
- **Remove security bars and leave with homeowner**
- Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA) Furnish and install new out-swing impact resistant six panels steel exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop or doorstop. Install tamper proof hinges.

- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Install the same doorknob and deadbolt as outlined in the product approval.
- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid-grade or better of the City approved brands, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

**04) REPLACE EXTERIOR SLIDING GLASS DOOR
WITH HURRICANE IMPACT SLIDING GLASS DOOR**

\$ _____

NO. OF DOOR OPENINGS: _____

- **Remove security bars and leave with homeowner**

Remove existing sliding glass door and install, in the same configuration as the existing sliding glass door, new hurricane -impact, aluminum replacement sliding glass door with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The sliding glass door and its components shall be installed in strict compliance with the Product Approval.

05) EXTERIOR PRESSURE CLEANING

\$ 500.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway (including public walkway in front of the house) and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed.**

- **Submit inspection request to the office for pressure clean inspection upon completion**

**06) PAINT EXTERIOR SURFACE OF HOUSE AND
PROVIDE THE MANUFACTURE EXTERIOR WARRANTY**

\$ 3,000.00

- **Be mindful of electrical and cable wires while working**

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply one coat of ZERO OR LOW VOC primer/sealant to required configurations. Prepare surface, apply one coat of ZERO OR LOW VOC primer. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three colors. **Call Housing Inspector after the application of the 1st coat of paint and the application of the finish coat. NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall be left to Homeowner for future use.**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Sherwin Williams (Harmony) or an approved equal.**

Housing Inspector to verify brand and VOC level.

- **Upon completion of the project, the contractor must provide a manufacture warranty (not the paint label warranty). The manufacture representative must inspect, approve and sign-off on the exterior painting.**

Install approved address numbers; placed in a position to be plainly visible from the street fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

07) LEAD BASE PAINT INSPECTION **\$ _____**

All single family properties, rehabilitated through Federal and/or State funding, are subject to lead-based inspections, in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. CDBG funds in the amount of \$300.00 are being utilized for the lead-based inspections and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.

08) INSTALL NEW RAILING ON FRONT PORCH **\$1000.00**

Remove existing lead-painted railings and haul away from the property at once. On the exterior of the house, permanently install metal railing from roof down to steps. Embed the railing into the steps. Railing placement to be in exact location of previously existing railings. Patch any effected areas associated with this work item to match the existing adjacent surfaces.

09) REPAIR FRONT PORCH STEPS AND LANDING **\$400.00**

Remove existing broken tiles and haul away from the property at once. Make necessary repairs to the tiles at the front porch steps and landing.

3) INSTALL NEW INTERIOR DOOR AND FRAME **\$600.00**

Remove existing lead-painted interior door with frame. Replace 2x wood buck, if deteriorated or necessary. Haul away all debris from property at once. Within the same opening, install new same style interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame, Homeowner to select color. Install new hardware on door and frame. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing.

SECTION 3 CLAUSE

SECTION 3 CLAUSE AND PROVISIONS

1. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(A) The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(G) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

(H) Preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**SECTION 3 STATEMENT OF COMPLIANCE
TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND
LOWER INCOME PERSONS**

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to 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.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.