

**FIRST AMENDMENT TO  
CITY OF NORTH AND TRU-GREEN CONSTRUCTION, INC.,  
MIAMI NEIGHBORHOOD STABILIZATION PROGRAM  
REHABILITATION AGREEMENT**

**THIS AMENDMENT**, entered into on this 9/20/2019, by and between **THE CITY OF NORTH MIAMI**, a Florida municipal corporation (hereinafter referred to as the “City”), with its office located at 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161, and **TRU-GREEN CONSTRUCTION, INC.** (hereinafter referred to as “Contractor”), having a principal address at 4952 NW 7 Avenue, Suite 6, Miami, Florida 33127, collectively referred to as the “Parties” regarding rehabilitation agreement recite as follows:

**RECITALS**

**WHEREAS**, the Parties desire to amend the original Neighborhood Stabilization Program Rehabilitation Agreement (the “Agreement”) which was entered into on March 13, 2019; and

**WHEREAS**, the Agreement provides for a total base bid in the amount of Twenty Thousand Five Hundred Dollars 00/100 (\$20,500.00); and

**WHEREAS**, the parties desire to amend the Agreement to reflect a corrected total base bid of Twenty Thousand One Hundred Fifty Dollars and 00/100 (\$20,150.00).and

**WHEREAS**, the original amount was insufficient for the Contractor to properly complete the project; and

**WHEREAS**, the parties desire to amend the Agreement to increase the amount by an additional Two Thousand Seven Hundred Dollars and 00/100 (\$2,700.00).

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 3, Compensation**, is hereby amended. The contract Amount is hereby increased to Twenty-Three Thousand Two Hundred Dollars and 00/100 (\$22,850.00).
2. **Exhibit 2. SCOPE OF SERVICES** is hereby amended to reflect the corrected total base bid including the additional requested services attached hereto as Exhibit “2-A”. The approved change order is included hereto as Exhibit “3”.
3. All other terms and conditions of the original agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

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

ATTEST:  
Corporate Secretary or Witness:

Witnessed by: *Tommy Lee*

Witness Name: Tommy Lee

Witness Date: 9-6-2019

Tru-Green Construction, Inc.  
"Contractor":

Signed by: *Frank Onyiah*

Print Name: Frank Onyiah

Signature Date: 9-6-2019

ATTEST:

DocuSigned by:  
*Vanessa Joseph*  
Vanessa Joseph, Esq., City Clerk

9/20/2019  
City Clerk Date Signed

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

DocuSigned by:  
*Larry Spring*  
Larry M. Spring Jr., CPA, City Manager

9/20/2019  
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:  
*Jeff Cazeau*  
Jeff P. H. Cazeau, Esq., City Attorney

9/19/2019  
City Attorney Date Signed

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

**THIS AGREEMENT**, is made and entered into this 3/13/2019 by and between the following parties: the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, FL 33161 referred to as “City” or “Property Owner”, and **Tru-Green Construction Inc**, referred to as the “General Contractor”, having its principal place of business at 4952 NW 7 Avenue, Suite 6, Miami Florida 33127 (Parties), regarding rehabilitation of the real property legally described as:

RUCKS PARK PB 44-97 LOT 15 BLK 3 LOT SIZE 75.000 X139 OR 16654-0587 0195  
1 COC 23101-3961 01 2005 1 a/k/a 415 N. E. 141 Street North Miami, Florida 33161

**WITNESSETH:**

The City owns certain property located at **415 NE 141 Street**, North Miami, Florida, referred to as the “Property”, which is in need of rehabilitation construction work to comply with certain building codes applicable to the City of North Miami Neighborhood Stabilization Program’s Policies and Guidelines, referred to as the “NEIGHBORHOOD STABILIZATION PROGRAM”.

The General Contractor is the person, firm or corporation, with whom this Rehabilitation Agreement is being made directly or through accredited representatives, and who is primarily liable for the acceptable performance of the construction related work provided for in this Rehabilitation Agreement as well as for the payment of all legal debts pertaining to the work; and the General Contractor is licensed by all necessary State, County and local entities to engage in the construction and contracting business.

The City of North Miami, referred to as the “City” or as the “Property Owner”, is hereby authorized to assure that the work is performed as specified in this Rehabilitation Agreement and completed in accord with the policies and guidelines of its Neighborhood Stabilization Program, the City’s Green Residential Rehabilitation Standards, local Land Development Regulations and Federal and State laws..

In consideration of the mutual promises, covenants and agreements, and other good and valuable considerations, the receipt of which is acknowledged, the parties agree as follows:

**GENERAL CONDITIONS:**

1. **Rehabilitation Agreement Documents:** The Rehabilitation Agreement Documents consist of:
  1. Rehabilitation Agreement
  2. Exhibit 1 – Scope of Work
  3. Work Items Specifications and Drawings, and all other Addenda affixed prior to, and all written Modifications and Change Orders issued after, execution of the Rehabilitation Agreement.

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

2. **Scope of Work:** The General Contractor shall furnish all material and labor required including the payment of all required permits, fees and taxes in connection with the work identified in Exhibit 1, (Scope of Work), and formal, written and approved amendments thereto.
3. **Compensation:** The General Contractor shall be paid for the completion of the specified work to be performed in connection with the Project, the total sum of **Twenty Thousand Five Hundred Dollars and 00/100 (\$20,500.00)** unless said compensation is otherwise amended by an approved Change Order. Compensation shall be paid by a City North Miami check drawn on a local lending institution, and said check shall be issued solely in the name of the General Contractor.
4. **Time of Performance:** The General Contractor shall complete the above-described work within eighty (80) working days from the effective date of the Notice to Proceed to be provided at or in connection with the Pre-construction Conference. Work must commence within ten (10) days of issuance of the Notice to Proceed and must be steadily performed thereafter through to the completion of the contract.
5. **Pre-construction Conference:** The General Contractor agrees to attend the Pre-construction Conference conducted by the City prior to the commencement of work. The General Contractor shall provide at or prior to the Pre-construction Conference evidence of license(s), waiver of lien(s), insurance, and other information as may be required in connection with the Neighborhood Stabilization Program.
6. **Right to Stop the Work:** If the General Contractor fails to correct defective work as determined by the City or persistently fails to carry out the work in accord with the Rehabilitation Agreement Documents, the City, by a written order may order the General 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.
7. **Right to Carry Out the Work:** If the General 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 City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after five (5) calendar days following receipt by the General Contractor of an additional written notice, and without prejudice to any other remedy the City may have, make good such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the General Contractor the cost of correcting such deficiencies, including compensation for the additional costs incurred by the City, if any, made necessary by such default, neglect or failure. If the payments then or thereafter due the General Contractor are not sufficient to cover such amount, the General Contractor shall pay the difference to the City.
8. **Site Inspections:** The City 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 Rehabilitation Agreement Documents. However, the City shall not be required to make exhaustive or continuous on-site inspections to check the quality or progress of the work.
9. **Quality Control:** The City shall oversee quality control in the charge of construction means, methods, techniques, sequences or procedures, for safety precautions and program performance in connection with the work at the Project, but the City shall not be responsible for the General Contractor's failure to carry out the work in accord with the Rehabilitation Agreement Documents.

10. 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 issued by the City, 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 sole opinion of the City. 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 Rehabilitation Agreement 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 Rehabilitation Agreement 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 City.

11. Payment Processing and Approvals: The City shall review all payment applications submitted by the General Contractor, whether a partial or final payment request, and shall then make on the approval and issuance of payment. The City shall conduct inspections to determine the dates of partial completion and final completion of work. Based on the observations and evaluations of the City's Housing Inspector, the City shall determine the amount due to the General Contractor on its payment application and shall process a payment request for the work at the Project found acceptably installed and in place. The City shall process a final payment request upon performing its final inspection and its determination that the General Contractor has fully complied with the requirements of the Rehabilitation Agreement Documents. In conjunction with this determination, the City shall process the final payment request.

In the event that the City, in performing its final inspection determine that work, or a portion of work, does not meet the requirements of the Rehabilitation Agreement Documents, then, in such a case, the City shall issue a "Punch List" to the General 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 City. Upon said determination, the City shall process the final payment request for the Project.

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

The General Contractor shall attend the Pre-construction Conference to be conducted by the City, as further described in this agreement, and upon completion of the Pre-construction Conference, the General Contractor shall forward all instructions, communications and requests pertaining to the work at the Project to the City.

The General Contractor shall be responsible to the City for the acts and omissions of the General 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 General Contractor or its subcontractors. The General Contractor shall at all times enforce strict discipline and good order among the General

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 General Contractor shall not be relieved from its obligations to perform the work in accord with the Rehabilitation Agreement Documents either by the activities or duties of the City 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 General Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Cleaning Up: The General Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the General Contractor's operations. At the completion of the work, the General Contractor shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials.

20. Liquidated Damages and Excusable Delays: If the General Contractor does not complete the work within the specified time, and it is determined by the City that the incompleteness was due to inexcusable delays; then, in such event, the General Contractor shall be liable for liquidated

damages. Said liquidated damages shall be assessed at a rate of \$50.00 working day exceeding the time of performance completion for the Project specified in the Rehabilitation Agreement. The City may at its sole discretion, waive any claims on the General Contractor for liquidated damages even though actually incurred and due.

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

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

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

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

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

Additionally, the General Contractor shall, to the extent applicable to the Rehabilitation Agreement, provide a separate written warranty from roofing subcontractors guaranteeing roofing work of 0 years from final acceptance and completion of the work, and a separate written warranty from exterior painting subcontractors shall also be provided guaranteeing exterior painting work for 2

years from final acceptance and completion of the work. Furthermore, the General Contractor shall provide the City with all manufacturers' and suppliers', written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

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

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

24. Waiver and Release of Mechanics Liens: The General Contractor for itself, its subcontractors, its material men and suppliers as well as all other persons acting for, through or in connection with the work performed at the Project, acknowledges and agrees that no mechanics' liens or claims shall be filed or maintained by it, against the property of the City for or on account of any work or labor done or materials furnished by it in connection with the Project and this Rehabilitation Agreement; and the General Contractor for itself, and its subcontractors and all persons acting for, through or in connection with the work performed at the Project, hereby expressly waive and relinquish all rights to have filed or maintained any mechanics' liens or claims against the Project, and agree that this waiver shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any Modification or Change Order to the Rehabilitation Agreement for extra or additional work being performed in connection with the Project.
25. Incorporation of Terms and Conditions: The General Contractor acknowledges and agrees, in entering into this Rehabilitation Agreement, that its terms and conditions shall be incorporated, verbatim or by reference, in every contract or subcontract entered into in connection with the work at the Project so that these shall be binding on any and all participating contractors or subcontractors.
26. Indemnification: The General Contractor agrees to indemnify and hold harmless the City of North Miami from and against any claims, damages or causes of action arising out of any act, error, or omission under this Rehabilitation Agreement committed by the General Contractor, its agents and

employees, or its subcontractors and their agents and employees, or any other persons either directly or indirectly employed by contractors or subcontractors performing work at the Project.

Contractor agrees to indemnify and hold harmless the City, its agents and employees from and against any claims, damages or causes of action which may arise out of the disbursement or non-disbursement of funds under this Contract and/or arising out of or accruing from any negligent act, omission or error of the parties and/or City, its officers, servants, agents and/or employees, resulting in or relating to injuries to body, life, limb or property.

27. **Communications:** Any and all communications arising under this Rehabilitation Agreement shall be transmitted as follows:

All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing. All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, returned receipt requested, addressed as follows:

If to the City: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161  
Attn: City Manager

With copies to: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161  
Attn: City Attorney  
Attn: Community Planning & Development Director

If to Contractor: Tru-Green Construction, Inc.  
4952 NW 7 Avenue, Ste. 6  
Miami, Florida 33127

28. **Governing Law:** This Rehabilitation Agreement shall be construed and enforced in accord with the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

29. **Extent of Agreement:** This Rehabilitation Agreement and attached exhibits embody the entire understanding of the parties. The drafting, execution, and delivery of this Rehabilitation Agreement by the parties have been induced by no representation, statements, warranties, or agreements other than those expressed herein, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereto unless expressly referred to herein.

30. **Questions and Interpretations:** The City shall be the interpreter of the requirements of the Rehabilitation Agreement Documents and the judge of the performance thereunder. The City shall render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accord with agreed upon time limits.

All interpretations and decisions of the City shall be consistent with the intent of and reasonably inferable from the Rehabilitation Agreement Documents and shall be in writing or in graphic form. The decision of the City in matters relating to the execution or progress of work, including the artistic effect of the work, shall be final if consistent with the intent of the Rehabilitation Agreement

Documents. In this capacity as interpreter and judge, the City shall endeavor to secure faithful performance by the General Contractor.

31. Counterparts: This Rehabilitation Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together constitute but one and the same Rehabilitation Agreement.
32. Severability: Should any section or any part of any section of this Rehabilitation Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section in this Rehabilitation Agreement.
33. Number and Gender: Wherever used in this Rehabilitation Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.
34. Failure to Act: The failure of the City to exercise any of its rights and privileges with respect to this Rehabilitation Agreement shall not constitute a waiver for the purpose of any subsequent enforcement of this Rehabilitation Agreement.
35. Termination: The City and the Contractor agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause. In the event of termination, all finished work acceptably installed and in place, shall be paid on the basis of the total item price or percentage of work completed as stipulated in the Rehabilitation Agreement Documents, less payments previously made and less any and all payments withheld from the General Contractor for the purpose of set-off necessary to obtain another contractor to complete the remaining work at the Project.

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

IN WITNESS THEREOF, the City and the General Contractor have entered into this Agreement as of the day and year first written above.

**ATTEST:**

DocuSigned by:

Michael A. Etienne

2C7010872EE814...  
Michael A. Etienne, Esq.  
City Clerk 3/13/2019

**CITY OF NORTH MIAMI**

DocuSigned by:

Larry M. Spring, Jr.

By: Larry M. Spring, Jr.  
C23884DEA2724CF...  
Larry M. Spring, Jr.  
City Manager 3/13/2019

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

DocuSigned by:

Jeff P. H. Cazeau

0AF8443D714D491...  
Jeff P. H. Cazeau, Esq.  
City Attorney 3/7/2019

**APPROVED:**

Tanya Wilson

Tanya Wilson, Director  
Community Planning & Development

**ATTEST:**

Corporate Secretary or Witness:

By: Tommie Lee Frison

Print Name: Tommie Lee Frison

Date: 2/6/2019

**GENERAL CONTRACTOR:**

Name of Contractor/Company

Signature below signifies possession of all attachments referred to herein.

By: Frank Orpne

Print Name: Frank Orpne

Date: 2-6-2019

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

(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 6 day of Feb, 2019 by Frank Orpne, who has/have produced photo ID as identification.

(SEAL)



[Signature]  
Signature - Notary Public, State of Florida

Name of Notary-Typed, Printed or Stamped

## Exhibit 1

### GENERAL CONDITIONS

All interior and exterior work shall be done in a clean, professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

**Contractor shall not place any debris or equipment on adjacent properties.** Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition daily. All related construction items removed or replaced shall become the property of contractor unless prior agreement with Homeowner has been reached in writing and approved by Community Development Housing Inspector. The contractor shall not use the Homeowner's residential bulk pickup and the regular trash pickup system to remove construction debris.

The Contractor shall provide all necessary materials, equipment and shall perform the services with the standard of skill, care and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City of North Miami. This includes the current Florida Building Code with the latest revisions. All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, etc.) Failure to comply with general conditions may result in suspension or removal from the program.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed in the time limit(s) specified and in accordance with the plans and Work Specifications.

The Contractor must obtain all required permits within 30 days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion: no later than thirty (30) days for exterior work and ninety (90) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

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

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 10-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Homeowner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

No verbal agreements are to be made between the Contractor and Homeowner. It is understood that the work contained in these specifications shall be done. **There shall be no private agreements of any kind between the Homeowner and the Contractor.**

No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department, a request for modification, or other instances as deemed necessary to complete the project. If said changes occur, a Change Order shall be approved and executed by the Homeowner, the Contractor, and the City prior to the start of the change order work.

If at any point in the following Specifications a “maximum retail price” is quoted for an item to be installed, the Homeowner will be responsible for selecting and approving this item within the quoted price range. The Contractor must have written acceptance from the Homeowner, prior to the product installation.

Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufacturers of vendor’s names, trade names, model numbers, catalog numbers, or otherwise, the CITY, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words “**no substitution is permitted**” because of form, fit, function and quality, any material, item, article, appliance, or equipment from other manufacturer’s and vendors which will perform or serve the requirements of general design will be considered equally acceptable provided the material, item, article, appliance, or equipment so proposed is, in the sole opinion of the CITY, equal in substance, approval granted by the CITY in the form of an executed change order prior to the installation of the material, item, article, appliance, or equipment.

When a specification refers to an “allowance”, the Contractor is to permit the Homeowner to select the product to be installed, providing the pre-tax cost of the product does not exceed the allowance. The product selected must meet the standards specified in these specifications.

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written approval from the Home Owner or Condo Association and/or Property Manager for all work items.

The Contractor acknowledges that the agent of the City shall perform pre and post inspections of all work performed. Final and full payment for all work completed pursuant to the Work Specifications (as amended/modified, if applicable) shall be made upon completion of all inspection(s) required by the program and the work has been deemed satisfactory.

Homeowner shall provide the Contractor access to the property; Monday thru Saturday, 8am thru 6pm.

Homeowner shall provide the water and electric services necessary to accomplish this work.

**It is the Homeowner responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to rugs, furniture, antennas and alarm system.**

Contractor shall repair/relocate any phone wires affected by this work, Homeowner responsible for all TV cables or satellite wiring.

Contractor shall be responsible for any damage done to Homeowner’s home, furnishings and personal property, because of the work performed by Contractor under these Bid Specifications.

# Exhibit 2

## Scope of Work

EXTERIOR

### GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **A copy of the warranty must be submitted to the Homeowner and the Community Planning & Development Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.**

- Additional sheathing to be replaced at \$ \_\_\_\_\_ per square foot, or \$ \_\_\_\_\_ per linear foot
- Additional rafters to be replaced at \$ \_\_\_\_\_ per linear foot
- Additional fascia to be replaced at \$ \_\_\_\_\_ per linear foot
- Additional soffit to be replaced at \$ \_\_\_\_\_ per square foot

#### 01) FLAT ROOF MODIFIED BITUMEN

**\$ 12,000.00**

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per General Roof Specifications and paint to match existing. Install 4-ply roofing system, see below. Upon completion of all work items, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's ten-year warranty against leaks. This item requires a permit.

a) Inspection of the complete original roofing permit application (including Section C) is required for the final inspection.

b) Furnish and install the following roofing system: • new underlayment mechanically fastened to the deck,

• *OVER THE LIVING AREA, INSTALL ISOCYANURATE INSULATION BOARD TO PROVIDE MINIMUM R-30 ON THE FLAT PORTION OF ROOF. FOLLOW THE MANUFACTURER OF THE ROOFING MEMBRANE PRODUCT APPROVAL FOR MOPPING TO AND ATTACHING THE ISOCYANURATE INSULATION BOARD.*

• there should be no ponding water. If required, use tapered insulation and/or build up low areas, to prevent any pooling water.

• two layers of fiberglass ply sheet, solid mopped with hot asphalt and

• one layer of Modified Bitumen solid mopped with hot asphalt. **The roofing system cap sheet shall be - ENERGY STAR label.**

•  where required, install new minimum 3 inches white galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.

• **Contractor shall warrant work for five years from completion date (final permit approval) of all work required under this contract.**

**02) CHAIN LINK FENCE – \$1,100.00  
ADJUST TO PROPERLY CLOSE**

Replace required hardware to make the gate fully functional, to open and close smoothly.

**03) INSTALL EXTERIOR OUTSWING DOOR- COMPLETE \$1,100.00  
NUMBER OF DOOR OPENINGS: South: front door**

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.

**INTERIOR**

**04) HALLWAY, NORTHWEST BEDROOM AND CLOSET – \$4,700.00  
PAINT/REPAIR WALLS AND CEILING**

- Repair closet door in northeast bedroom

Remove all water-damaged material, including the insulation; this include removing the wall behind the main bathroom from floor-to-ceiling.

Replace the removed insulation (R-30 in the ceilings and R-4.2 on the exterior walls). Replace removed and missing drywall. Repair any crack(s) by re-taping joints. Patch small holes with spackle. Patch large hole, wall and ceiling replacement, with like material and matching thickness of adjacent wall and ceiling. Install the required framing, backings and/or furring strips. Patched wall and ceiling finishes should match existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work. Include the painting of closet, wood trim, baseboard and doors. The Homeowner will select the paint colors. Please note, per room, baseboard, trim and doors may be separate colors; ceilings and walls may be separate colors. Paint the entire room including the closet. Paint per the General Paint Specifications. Haul away all debris from property at once.

a) Under this work item, replace water damaged base board, match existing base board.

b) Under this work item, rehang the existing closet door, to open and close smoothly.

**05) MAIN BATHROOM - REPAIR POCKET DOOR,**

**\$250.00**

**PAINT/REPAIR WALLS, CEILING AND TILE WAINSCOT**

a) Make pocket door fully functional and provide missing hardware. Check overhead door track, track header, end brackets, split-studs, door brackets, tri-wheeled hangers (rollers), door guides, latch hardware, jamb and make the necessary repairs.

b) Remove all water damaged wall and ceiling material: Remove all wall material down to the framing members on the west wall and south vanity wall. Completely remove ceiling material, including any insulation.

c) Install the required framing, backings and/or furring strips.

d) Replace any removed insulation (R-30 in the ceiling).

e) Prepare the west wall and south vanity walls to receive tiled wainscot by installing new cement backer-board to existing studs. Install new ceramic tiles on both walls same height as existing wall tiles with mastic or thinset. Use the appropriate trim and finishing materials for a good tile installation, e.g., bull nose tiles. Match the existing tile as close as possible, Homeowner to sign-off on final tile selection.

f) Install drywall above the wainscot and on the ceiling. Repair any crack(s) by re-taping joints. Patch small holes with spackle. Patch large hole, wall and ceiling replacement, with like material and matching thickness of adjacent wall and ceiling. Patched wall and ceiling finishes should match existing finish as close as possible. Discuss (with City Representative) any variations in the new finish or type of new finish, prior to beginning the work. Include the painting of wood trim and door (six sides). The Homeowner will select the paint colors. Please note, per room, trim and door may be separate colors; ceiling and walls may be separate colors. Paint the entire room, do not paint over the tiles. Paint per the General Paint Specifications. Haul away all debris from property at once.

**06) MAIN BATHROOM - REMOVE AND RESET EXISTING TOILET,**

**\$500.00**

**INSTALL SINK, FIXTURES, VANITY AND BATH ACCESSORIES**

Remove existing toilet, store and reset. Install new wax ring, supply tube, escutcheon and shut off valve for the existing toilet.

Remove and replace the vanity and sink/countertop. Haul away all debris from property at once. The new vanity and countertop shall have the same dimensions as the existing. Discuss the vanity cabinet, storage amenities with Homeowner, prior to purchasing the vanity and top. The Homeowner will select these amenities from standard stock. This item requires a permit.

a) After vanity, removal, patching and tiling walls concealed by the vanity and back splash is under another work item. 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, 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; allowance including sales tax for the faucet is \$120.

- 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 opening through the cabinet or wall.

Install a new polished chrome towel bar. City Representative will select from standard stock: material allowance including sales tax is the accumulative total averaging \$10 per fixture.

Remove existing mirror. Install a new mirror medicine cabinet as manufactured by Kohler or approved equal and within a material budget amount of \$150. For cabinet attachment, use washer head cabinet screws or screws with cup washers.

cabinet

**7) MAIN BATHROOM -INSTALL HORIZONTAL STRIP LIGHT OR LIGHT FIXTURE \$500.00  
INSTALL BATHROOM EXHAUST FAN AND LIGHT AND INSTALL  
NEW TAMPER PROOF GFCI RECEPTACLE**

a) Install a horizontal strip light or light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the material budgeted amount of \$60.00; ENERGY STAR® qualified and labeled accordingly.

b) Remove the existing exhaust fan. Install a new bathroom exhaust ceiling fan (venting to the exterior) with built-in light; ENERGY STAR® qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers.

Operate the fan by a separate delay timer switch.

The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.

o Wall and ceiling fans CFM calculations based upon the room size:

o Cubic feet times .13 factor

o CF x .13 = CFM

Provide verification of sone rating and cfm of air movement upon completion to Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the material budgeted amount of \$170.00 per fixture, including sales tax.

This item requires a permit.

c) Provide and install tamper proof GFCI Receptacle and/or GFCI Circuit Breaker.

d) This item requires a permit.

**TOTAL LUMP SUM BID AMOUNT:**

**\$ 20,500.00**

## 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.

Name of Contractor: **Tru – Green Construction Inc.**

Title of RFP or Spec: **Single-Family Rehabilitation**

Spec # or RFP # or Purchase Order Bid No: **NSP-415-2019**

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

Contractor: **Frank Orphe**

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

## Exhibit 2A

### GENERAL CONDITIONS

All interior and exterior work shall be done in a clean, professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

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The Contractor shall provide all necessary materials, equipment and shall perform the services with the standard of skill, care and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City of North Miami. This includes the current Florida Building Code with the latest revisions. All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, etc.) Failure to comply with general conditions may result in suspension or removal from the program.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed in the time limit(s) specified and in accordance with the plans and Work Specifications.

The Contractor must obtain all required permits within 30 days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion: no later than thirty (30) days for exterior work and ninety (90) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

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

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 10-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Homeowner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

No verbal agreements are to be made between the Contractor and Homeowner. It is understood that the work contained in these specifications shall be done. **There shall be no private agreements of any kind between the Homeowner and the Contractor.**

No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department, a request for modification, or other instances as deemed necessary to complete the project. If said changes occur, a Change Order shall be approved and executed by the Homeowner, the Contractor, and the City prior to the start of the change order work.

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When a specification refers to an "allowance", the Contractor is to permit the Homeowner to select the product to be installed, providing the pre-tax cost of the product does not exceed the allowance. The product selected must meet the standards specified in these specifications.

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written approval from the Home Owner or Condo Association and/or Property Manager for all work items.

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Homeowner shall provide the Contractor access to the property; Monday thru Saturday, 8am thru 6pm.

Homeowner shall provide the water and electric services necessary to accomplish this work.

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<b>EXTERIOR</b>
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**GENERAL ROOF SPECIFICATIONS**

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- Additional rafters to be replaced at \$ \_\_\_\_\_ per linear foot
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Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per General Roof Specifications and paint to match existing. Install 4-ply roofing system, see below. Upon completion of all work items, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's ten-year warranty against leaks. This item requires a permit.

**a)** Inspection of the complete original roofing permit application (including Section C) is required for the final inspection.

**b)** Furnish and install the following roofing system: • new underlayment mechanically fastened to the deck,

• *OVER THE LIVING AREA, INSTALL ISOCYANURATE INSULATION BOARD TO PROVIDE MINIMUM R-30 ON THE FLAT PORTION OF ROOF. FOLLOW THE MANUFACTURER OF THE ROOFING MEMBRANE PRODUCT APPROVAL FOR MOPPING TO AND ATTACHING THE ISOCYANURATE INSULATION BOARD.*

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**03) INSTALL EXTERIOR OUTSWING DOOR- COMPLETE \$1,100.00  
NUMBER OF DOOR OPENINGS: South: front door**

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.

<b>INTERIOR</b>
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**04) HALLWAY, NORTHWEST BEDROOM AND CLOSET – \$4,700.00  
PAINT/REPAIR WALLS AND CEILING**

- Repair closet door in northeast bedroom

Remove all water-damaged material, including the insulation; this include removing the wall behind the main bathroom from floor-to-ceiling.

Replace the removed insulation (R-30 in the ceilings and R-4.2 on the exterior walls). Replace removed and missing drywall. Repair any crack(s) by re-taping joints. Patch small holes with spackle. Patch large hole, wall and ceiling replacement, with like material and matching thickness of adjacent wall and ceiling. Install the required framing, backings and/or furring strips. Patched wall and ceiling finishes should match existing finish as close as possible. Discuss (with Homeowner) any variations in the new finish or type of new finish, prior to beginning the work. Include the painting of closet, wood trim, baseboard and doors. The Homeowner will select the paint colors. Please note, per room, baseboard, trim and doors may be separate colors; ceilings and walls may be separate colors. Paint the entire room including the closet. Paint per the General Paint Specifications. Haul away all debris from property at once.

- a) Under this work item, replace water damaged base board, match existing base board.
- b) Under this work item, rehang the existing closet door, to open and close smoothly.

**05) MAIN BATHROOM - REPAIR POCKET DOOR, \$250.00  
PAINT/REPAIR WALLS, CEILING AND TILE WAINSCOT**

- a) Make pocket door fully functional and provide missing hardware. Check overhead door track, track header, end brackets, split-studs, door brackets, tri-wheeled hangers (rollers), door guides, latch hardware, jamb and make the necessary repairs.
- b) Remove all water damaged wall and ceiling material: Remove all wall material down to the framing members on the west wall and south vanity wall. Completely remove ceiling material, including any insulation.
- c) Install the required framing, backings and/or furring strips.
- d) Replace any removed insulation (R-30 in the ceiling).
- e) Prepare the west wall and south vanity walls to receive tiled wainscot by installing new cement backer-board to existing studs. Install new ceramic tiles on both walls same height as existing wall tiles with mastic or thinset. Use the appropriate trim and finishing materials for a good tile installation, e.g., bull nose tiles. Match the existing tile as close as possible, Homeowner to sign-off on final tile selection.
- f) Install drywall above the wainscot and on the ceiling. Repair any crack(s) by re-taping joints. Patch small holes with spackle. Patch large hole, wall and ceiling replacement, with like material and matching thickness of adjacent wall and ceiling. Patched wall and ceiling finishes should match existing finish as close as possible. Discuss (with City Representative) any variations in the new finish or type of new finish, prior to beginning the work. Include the painting of wood trim and door (six sides). The Homeowner will select the paint colors. Please note, per room, trim and door may be separate colors; ceiling and walls may be separate colors. Paint the entire room, do not paint over the tiles. Paint per the General Paint Specifications. Haul away all debris from property at once.

**06) MAIN BATHROOM - REMOVE AND RESET EXISTING TOILET, \$500.00  
INSTALL SINK, FIXTURES, VANITY AND BATH ACCESSORIES**

Remove existing toilet, store and reset. Install new wax ring, supply tube, escutcheon and shut off valve for the existing toilet.

Remove and replace the vanity and sink/countertop. Haul away all debris from property at once. The new vanity and countertop shall have the same dimensions as the existing. Discuss the vanity cabinet, storage amenities with Homeowner, prior to purchasing the vanity and top. The Homeowner will select these amenities from standard stock. This item requires a permit.

- a) After vanity, removal, patching and tiling walls concealed by the vanity and back splash is under another work item. 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, 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; allowance including sales tax for the faucet is \$120.
- 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 opening through the cabinet or wall.

Install a new polished chrome towel bar. City Representative will select from standard stock: material allowance including sales tax is the accumulative total averaging \$10 per fixture.

Remove existing mirror. Install a new mirror medicine cabinet as manufactured by Kohler or approved equal and within a material budget amount of \$150. For cabinet attachment, use washer head cabinet screws or screws with cup washers.

cabinet

**7) MAIN BATHROOM -INSTALL HORIZONTAL STRIP LIGHT OR LIGHT FIXTURE \$500.00  
INSTALL BATHROOM EXHAUST FAN AND LIGHT AND INSTALL  
NEW TAMPER PROOF GFCI RECEPTACLE**

a) Install a horizontal strip light or light fixture above the mirror, operating on a separate switch. Homeowner will select the light fixtures within the material budgeted amount of \$60.00; ENERGY STAR® qualified and labeled accordingly.

b) Remove the existing exhaust fan. Install a new bathroom exhaust ceiling fan (venting to the exterior) with built-in light; ENERGY STAR® qualified and labeled accordingly. Install ductwork to the exterior. Both exhaust fan and the termination cap are to have built-in back draft dampers.

Operate the fan by a separate delay timer switch.

The exhaust fan should have a noise rating of 0.3-1.5 sone. Verify the cubic feet per minute (cfm) of air movement required for the new fan.

o Wall and ceiling fans CFM calculations based upon the room size:

o Cubic feet times .13 factor

o CF x .13 = CFM

Provide verification of sone rating and cfm of air movement upon completion to Housing Inspector. Patch any ceiling or roof opening relating to this work item. Homeowner will select the exhaust ceiling fan with built-in light within the material budgeted amount of \$170.00 per fixture, including sales tax.

This item requires a permit.

c) Provide and install tamper proof GFCI Receptacle and/or GFCI Circuit Breaker.

d) This item requires a permit.

**8) HALLWAY BATHROOM AND ADJACENT WEST BEDROOM SUBFLOOR \$2500.00**

a) Remove water damage subfloor sheathing in hallway bathroom and remove 3 feet of water damage subfloor sheathing along adjacent wall of the West bedroom, repair any damage floor joist and install ¾” plywood for subflooring, install new cement board, and install new tile to match existing floor tiles.

**9) HALLWAY BATHROOM POCKET DOOR \$200.00**

a) Install correct pocket door frame and track

**TOTAL LUMP SUM BID AMOUNT: \$ 22,850.00**

