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CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
EMERGENCY PAINT GRANT AGREEMENT

THIS AGREEMENT is entered into this day of 5/16/2020, by and among the following: **Raoul Beauvais & Olga Beauvais**, (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 **Regosa Engineering Services, Inc.** ("Contractor"), having its principal business address at **15700 NE 2nd Avenue Miami, Florida 33162**, collectively referred to as "Parties", regarding the rehabilitation of the real property legally described as:

> Lot 11, Block 23, of SUNKIST GROVE, according to the Plat thereof recorded in Plat Book 8, Page 49, of the Public Records of Dade County, Florida a/k/a, 12555 NW 13th Avenue, North Miami, Florida 33167 (subject property)

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 (42 U.S.C. 5301 et seq.); 24 CFR Part 570; and

WHEREAS, the Owner(s) has agreed to repair their property 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 **Five Thousand Dollars and 00/100 Cents ($5,000.00)**, which consideration is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of **Five Thousand Dollars and 00/100 Cents ($5,000.00)** are being utilized for the purpose of repairing the subject property (Project).

2. The Specifications & Proposal (Contract Documents) related to the Project, attached as **Exhibit "A"**, amended from time to time, represent the scope of services and responsibilities of the Parties under the Project, and that the Parties agree to abide by and comply with their roles and responsibilities.

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 all applicable codes, ordinances and statutes of the State of Florida, the City and Miami-Dade County.

5. The Owner(s) 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(s) 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(s) acknowledges that the Property is currently occupied as their primary residence, and agree to continually occupy the Property as their primary residence.

8. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner(s) fail to comply with the foregoing covenants and restrictions.

9. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.

10. In the event the Owner(s) or Contractor prevents 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 all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner(s) 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.

11. If the Owner(s) 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 twenty percent (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.

12. The Owner(s) shall not release or amend this Agreement without the prior written consent of the City.

13. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner(s) 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.

14. 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(s), Contractor or any third person or entity.

15. 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 **Five Thousand Dollars and 00/100 Cents ($5,000.00)**. Owner(s) 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 **Five Thousand Dollars and 00/100 Cents ($5,000.00)**, less the amount of all funds actually paid by the City pursuant to this Agreement. 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 768.28, Florida Statutes.

16. The Owner(s) 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 or accruing by virtue of this Agreement.

17. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.

18. In the event of a default, the City will mail to the Owner(s) and the 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 of the 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 set the amount of compensation to be paid to the Contractor for the work completed up to the time of termination, including replacement of all work areas to a suitable condition.

19. 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.

20. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees or subcontractors:

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

Work shall be considered to have commenced and be in active progress when, 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(s) 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 sole discretion of the City.

f. The breach of any term or condition of this Agreement.

21. If Owner(s) 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 Owner(s) files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner(s) or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner(s) 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(s) 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(s) 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.

3. In the event the Owner(s) files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner(s) 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(s) 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.

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

In the event the Owner(s) 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(s) acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner(s) acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner(s) 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(s) 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(s) 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(s) has filed for bankruptcy, the following shall occur:

1. The Owner(s) agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner(s) shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner(s) further agrees that any funds loaned or granted 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.

22. 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 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(s) 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 21 (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(s) 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(s), against the Contractor including, but limited to, any claim or right of recoupment.

23. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.

24. The Owner(s) 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.).

25. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attn: City Manager

With copies to:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: City Attorney Attn: Housing & Social Services Director
If to Contractor:	Regosa Engineering Services, Inc. Velez, Gustavo (Registered Agent) 15700 NE 2nd Avenue Miami, Florida 33162
If to Owner(s):	Raoul Beauvais & Olga Beauvais 12555 NW 13th Avenue North Miami, Florida 331

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

26. 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.

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

28. 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.

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

[The remainder of this page is intentionally left blank]

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

Witness

Date: 05-05-2020

Witness

Date: 05-05-2020

Raoul Beauvais

Date: 05-05-20

Olga Beauvais

Date: 05-05-20

Witness

Date: 5/5/20

CONTRACTOR:

By:

Date: 5/5/2020

APPROVED BY:

Alberte Bazile, MBA
Housing & Social Services Director

Date: 05/06/2020

ATTEST:
municipal

DocuSigned by:
BB47A3B4B262492...

Vanessa Joseph, Esq. City Clerk

5/16/2020

City Clerk Date Signed

City of North Miami, a FLORIDA

Corporation, "City":

DocuSigned by:
Arthur H. Sorey, III
F0AE1897923F40D...

Arthur H. Sorey, III, Interim City Manager

5/16/2020

Interim City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau
8AF8443D714D491...

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

5/15/2020

City Attorney Date Signed

EXHIBIT A

SCOPE OF SERVICES

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

EXTERIOR

1) PAINT EXTERIOR PAINTED SURFACES OF HOUSE
AND PAINT INSIDE UTILITY ROOM
PROVIDE THE MANUFACTURE EXTERIOR WARRANTY **$ 3,500.00**

Reason for painting exterior: some areas are covered with smoke stain and soot.

Pressure clean masonry/stucco wall surfaces, pipes, doors, columns, slabs, any exposed concrete area and walkway (including public sidewalk in front of property). Do not pressure clean inside the utility room.

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 and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. **Do not spray paint. Do not spray paint and back roll**. Tint the primer to the color selection.

Paint all previous painted surfaces including: eave drip, fascia, soffit, doors (six sides), porch (walls and ceiling screened in or not), concrete driveway and walkways and railing.

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. **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while painting and pressure cleaning.**

a) Homeowner will select a maximum of three exterior house colors and select color for concrete slabs. *The utility room may be an additional separate color.*
b) 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.
c) Excessive bleeding in wood members must be spot primed before application of first coat.
d) Apply the proper uniform mil-thickness of paint for moisture protection and warranty. **Do not spray paint**; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.

e) Material allowance for paint must be mid-grade or better, and minimum 15 years' warranty paint, which are ZERO OR LOW VOC 100% acrylic products, e.g., **Sherwin Williams. Housing Inspector to verify brand and VOC level.**

f) Upon completion, contractor must provide the Homeowner a list of all paint code numbers per locations. **Leave 1 pint of paint (labeled and unopen) for each color with Homeowner for future use.**

g) **Upon completion of the project, the contractor must provide a manufacture warranty (not the paint label warranty).**

h) Install approved address numbers, on the house, so they are plainly visible from the street or road fronting the property. The residential buildings numbers shall be at least four inches tall and one-half inch wide.

2) TERMITE TREATMENT **$ 1,500.00**

Reason for termite treatment: there are visible sign of termite infestation.

Perform tent fumigation for exterminating Dry-wood Termites by a licensed pest control company using VIKANE gas fumigant. The Contractor shall schedule the treatment between Homeowner and exterminating company. Homeowner must vacate the premises prior to and after the treatment as directed by the exterminating company. The Contractor must furnish an inspection/treatment report after the fumigation and a warranty from the pest control company.

TOTAL BID AMOUNT: **$5,000.00**

Submitted by: **GUSTAVO VELEZ**

Company Name: **REGOSA ENGINEERING SERVICES INC**

EXHIBIT C

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

1. Environment Review
   - The National environmental Policy Act (42 U.S.C. 4321, et seq.);
   - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
   - Environmental Review Procedures (24 CFR Part 58);
   - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
   - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

2. Lead Based Paint
   - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
   - HUD Lead Based Paint Regulations (24 CFR Part 35).

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

4. Labor Standards
   - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
   - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
   - Federal Labor Standards Provisions (29 CFR Part 5.5).

Additionally, all Parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request

- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion **(submit only with final payment)**

Final payment shall be due and payable within **forty-five (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.

EXHIBIT B

GENERAL CONDITIONS

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

Contractor shall not place any debris or equipment on adjacent properties. Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition daily. All related construction items removed or replaced shall become the property of contractor unless prior agreement with Homeowner has been reached in writing and approved by Housing and Social Services 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 (where applicable) once the Notice to Proceed is issued. Construction work must begin fifteen 15 from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion i.e. no later than thirty (30) days for emergency paint, sixty (60) days for emergency elderly repair 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 five (5), ten (10) or fifteen (15) year roof warranty. This will include all

labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

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

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

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

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 manufacturers and vendors which will perform or serve the requirements of general design will be considered equally acceptable provided the material, item, article, appliance, or equipment so proposed is, in the sole opinion of the CITY, equal in substance, approval granted by the CITY in the form of an executed change order prior to the installation of the material, item, article, appliance, or equipment.

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

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

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

Homeowner shall provide the Contractor access to the property: Monday thru Saturday between 8:00 a.m. to 6:00 p.m.

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.