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CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this day of 8/31/2020, by and between the following: **Joy V. Levy**, ("Owner"), 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, collectively referred as the "Parties", regarding the rehabilitation of the real property legally described as:

> Lot 19, and the West Half (W1/2) of Lot 20, Block 68, Irons Manor, High Pine Addition Section "A", according to the Plat thereof, as recorded in Plat Book 23, at Page 80, of the Public Records of Miami-Dade County, Florida a/k/a, 745 NE 138th Street, North Miami, Florida 33161 (subject property)

WITNESSETH:

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

WHEREAS, the City has determined through its Consolidated Plan for HOME 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 HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner has agreed to the Project in accordance with Program specifications; and

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

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of **Twenty-One Thousand One Hundred Fifty Dollars and 00/100 Cents ($21,150.00)**, which is acknowledged, the Parties agree as follows:

1. Owner represents and agrees that he/she is the Owner of the residential property described above.

2. HOME funds in the amount of **Twenty One Thousand Dollars and 00/100 Cents ($21,000.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit "A"); including a **One Hundred Fifty Dollars and 00/100 Cents ($150.00)** lead inspection

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previously administered as part of the administrative cost associated with the rehabilitation process referenced in **Exhibit "B"** of this Agreement

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

4. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

5. Homeowner is receiving a grant from the City of North Miami, Florida secured by the above described property. In consideration thereof, homeowner agrees to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well the updating of any agreement documents, if deemed necessary or desirable by the City of North Miami. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.

6. The Project will be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.

7. Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy. Owner agrees to purchase Homeowner's Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:

   a. Hazard (or Homeowner's) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
   b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
   c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
   d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

"City of North Miami, Florida
ISAOA ATIMA
(Its Successors and/or Assigns As Their Interests May Appear)
776 NE 125th Street
North Miami, Florida 33161-5654"

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8. The Parties acknowledge and agree that funds provided derive from HOME Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.

9. Owner shall execute a promissory note in the full amount of the loan covering all costs to be incurred in order to secure and implement the Construction Contract. The interest rate on the principal amount of the loan shall be zero (0) percent per annum, except in any event of default. City shall secure the loan for this Agreement with a Mortgage of the Property which will be recorded in the public records of Miami-Dade County and constitute a lien on the property. Payment on the principal amount of the loan shall be deferred so long as the property is occupied as the principal residence of the Owner during the ***affordability period***.

10. The Owner acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for the ***affordability period*** based on the amount of subsidy, commencing at the execution of this Agreement. The affordability period for HOME is as follows: up to $14,999=5 years; **$15,000-$39,999=10 years**; and $40,000 and up=15 years. If the Owner fails to continually occupy this residence for the entire affordability period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining.

11. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within the affordability period of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four (4) percent simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.

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

13. The City reserves the right to inspect at any time during normal business hours any and all construction accomplished under this Agreement to ensure compliance with this Agreement, adherence to applicable Housing Quality Standards, minimum housing codes, and all other applicable state and local housing, zoning, fire, and building codes.

14. In the event the Owner 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 any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law. Further, action by the Owner 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.

15. Owner agrees to enter into a Contract for Rehabilitation, attached hereto, and incorporated herein as **Exhibit "C",** with a qualified general contractor for the Project who is acceptable to the City and who is experienced in the type of work required for the project.

16. Owner shall not release or amend this Agreement without the prior written consent of the City.

17. Owner, waives any right to bring a lawsuit against the City for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

18. The monies provided shall be withdrawn and used on behalf of the Owner by the City solely to pay for the costs of the rehabilitation. Payment for the Project shall be made as described in the Payment Schedule attached as **Exhibit "B"** and in accordance with the procedures provided in the Contractor Agreement. After payment is completed by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.

19. 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 **Twenty-One Thousand One Hundred Fifty Dollars and 00/100 Cents ($21,150.00)**. Owner expresses their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **Twenty-One Thousand One Hundred Fifty Dollars and 00/100 Cents ($21,150.00)**. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

20. Owner shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.

21. Owner shall not sublease, transfer or assign any interest in this Agreement.

22. In the event of a default, the City may mail to Owner a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement.

23. In the event of a default, the entire sum due is payable immediately and interest may be charged the maximum rate allowed by law. Owner acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible activity and any funds invested in the Project must be repaid by the Owner to the City. 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.

24. A default shall include but not be limited to the following acts or events of an Owner:

    a. Nonperformance by Owner of any covenant, agreement, term or condition of this Agreement after the Owner has been given due notice by the City of such nonperformance.

    b. Failure of the Owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the property.

    c. The City's discovery of Owner' failure in the Program Application to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter this Agreement, or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner.

    d. Owner's non-residential use, or disposition of the Property without the prior written consent of the City.

    e. Owner's failure to maintain the Property in a standard, habitable condition.

    f. Owner's acquiring additional indebtedness upon the Property without the specific written consent of the City.

    g. The transfer of the Property without the specific written consent of the City.

25. If Owner default 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 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 shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.

        2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.

3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner shall agree that the City is over secured and, therefore, entitled to interest and attorneys' fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner has less than five (5) years of payments remaining on the Note, the Owner agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

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

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

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.

2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

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

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27. Termination of Agreement: Owner understands and acknowledges that, should the Owner fail to comply and fulfill each and every condition and provision of this Agreement, the City, at its option, may terminate this Agreement and take any and all necessary legal action to enforce the provisions of the Agreement.

28. Conflicts of Interest: Owner shall not enter into any contract, Agreement, or relationship with any employee or agent of the City of North Miami to have any interest, direct or indirect in the HOME funds provided on behalf of Owner pursuant to this Agreement or concerning this Project.

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

    a. The Owner should initially inform the Contractor and Housing Manager of the grievance.

    b. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Housing & Social Services Department.

    c. The Director or his/her designee, will meet with both the Contractor and the Owner in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.

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

    e. Resolution Options shall include:

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

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

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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 Owner(s):	Joy V. Levy 745 NE 138th Street North Miami, Florida 33161

or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

29. 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.

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

31. 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.

32. 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]

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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.

Daryl Cordero
Witness
Date: 8/18/2020

Joy V. Levy
Date: 8/18/2020

APPROVED BY:

DocuSigned by:
Alberte Bazile
B98G99AB13F54BA...
Alberte Bazile, MBA
Housing & Social Services, Director

Date: 8/19/2020

ATTEST:

DocuSigned by:
BB47A3B4B202492...
Vanessa Joseph, Esq., City Clerk

8/31/2020
City Clerk Date Signed

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

DocuSigned by:
E0514CC216694D9...
Theresa Therilus, Esq., City Manager

8/31/2020
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
8AF8443D714D491...
Jeff P. H. Cazeau, Esq., City Attorney

8/21/2020
City Attorney Date Signed

EXHIBIT "A"

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

01) REPLACE ALL EXTERIOR WINDOWS WITH IMPACT WINDOWS

$17,000.00

The Contractors will verify measurements/dimensions and total number of openings to receive new windows.

- **Awnings will remain on the property.**
- **Remove Security bars and leave with owner.**
- **Patch all holes after removing security bars and paint**

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

- In the bedrooms – enlarge the window opening, as required, to install a code approved egress window. Horizontal slider may be substituted.
- Install Full View windows.
- Install tempered and obscure glass in bathroom windows.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace missing, cracked, damage and tiled sills with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

02) PRESSURE CLEAN AND PAINT EXTERIOR SURFACE OF HOUSE **$4,000.00**

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

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. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), porch and patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three (3) colors. **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall be left to Homeowner for future use. Call Housing Inspector prior to application of finish coat. Awnings shall be painted with two coat of oil based paint**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector to verify brand and VOC level.

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

TOTAL BID AMOUNT: $21,000.00

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EXHIBIT "B"
LEAD INSPECTION

(The lead inspection for said property was previously administered)

LEAD BASE PAINT INSPECTION	**$150.00**

All single family properties, rehabilitated through Federal and/or State funding, are subject to lead-based inspections, in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. HOME funds in the amount of (**$150.00**) are being utilized for the lead-based inspections conducted by Associated Consulting Professionals, Inc., and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.

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EXHIBIT "B"
Payment Schedule

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

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion **(submit only with final payment)**

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

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

THIS AGREEMENT is entered into this day of 8/31/2020, by and among the following: **Joy V. Levy**, ("Owner")s, 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 **TJ of Miami Inc.**, ("Contractor"), having its principal business address at, 2467 NW 95th Terrace, Miami, Florida 33147, collectively referred as the "Parties", regarding the rehabilitation of the real property legally described as:

> Lot 19, and the West Half (W1/2) of Lot 20, Block 68, Irons Manor, High Pine Addition Section "A", according to the Plat thereof, as recorded in Plat Book 23, at Page 80, of the Public Records of Miami-Dade County, Florida a/k/a, 745 NE 138th Street, North Miami, Florida 33161 (subject property)

WITNESSETH:

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

WHEREAS, the City has determined through its Consolidated Plan for HOME 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 HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner proposes to finance the cost of the rehabilitation work provided for in this Agreement with funds made available to the Owner from the City of North Miami using HOME funds; and

WHEREAS, the Owner has accepted the Contractor's bid for the performance of such rehabilitation work and said rehabilitation work has been approved by the City and the Owner desires to engage the above contractor to perform such rehabilitation work in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the Owner and the Contractor do hereby mutually agree as follows:

ARTICLE 1 – Contract Documents

The Contract Documents which comprise this Rehabilitation Agreement consist of this Agreement, as executed on behalf of the Owner and the Contractor, and the following additional documents:

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- **Exhibit "1"** - Rehabilitation Agreement Addendum
- **Exhibit "2"** - Scope of Services
- **Exhibit "3"** - Federal Assurances and Requirements

ARTICLE 2 – Contract Price

Upon satisfactory completion of the Rehabilitation Work provided for in this Agreement, the Contractor shall be paid the amount of **Twenty One Thousand Dollars and 00/100 Cents ($21,000.00)**, hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Agreement. At no time will the Contract Price exceed the maximum allowable HOME rehabilitation funding made available to the Owner.

ARTICLE 3 – Time of Performance

Contractor agrees to start work within ten (10) working days after receipt of a written Notice to Proceed. If Contractor fails to commence work within thirty (30) days of the date of the Owner' notification to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

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

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

ARTICLE 4 – Scope of Work

Contractor acknowledges that it has prepared the Contractor's bid proposal and that such proposal is accurate and consistent as to the name of the Contractor, scope of work that the Contractor will undertake, and price. Contractor shall furnish all necessary materials, equipment, tools, labor, and supervision necessary to perform in a competent and workmanlike manner, all of the rehabilitation work provided for in this Agreement relating to the described subject property.

ARTICLE 5 – Change Orders

Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Contract Documents shall be made unless in writing and mutually agreed to by both parties and written authorization from the City.

ARTICLE 6 – Notice to Proceed

Contractor shall not commence the rehabilitation work provided for in this Contract until the City has issued a Notice to Proceed to the Contractor.

ARTICLE 7 – Permits and Codes

Contractor shall secure and pay for all necessary permits and licenses required in connection with the performance of the rehabilitation work provided for in this Contract, and shall perform such

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work in full compliance with all applicable codes, ordinances of the City, Miami-Dade County and the State of Florida including local building and housing codes.

ARTICLE 8 – Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the rehabilitation work provided for in this Agreement and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than $100,000/$300,000 in the event of bodily injury, including death, and $100,000 in the event of property damage arising out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Contractor shall provide evidence to the Owner and to City of such insurance prior to commencement of work. Failure to provide adequate evidence of insurance or failure to maintain the insurance required shall be grounds for termination of this Agreement.

ARTICLE 9 – Subcontractors

Contractor shall be responsible to the Owner for the acts and omissions of all of his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Agreement for the Contractor.

ARTICLE 10 – Condition of Premises

Contractor shall keep the premises clean and orderly during the course of the rehabilitation work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the premises and leave the premises in a neat condition.

ARTICLE 11 – Contract Changes

No modifications to this Agreement shall be made after its execution except by written instrument signed by the Contractor, accepted by the Owner and authorized by the City.

ARTICLE 12 – Inspection

During the performance of the rehabilitation work, the Contractor and Owner shall permit the City to inspect the rehabilitation work as necessary to assure that the rehabilitation work is being performed in accordance with the terms of this Agreement. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law.

ARTICLE 13 – Liens

Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until

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the Contractor has delivered notarized waivers or releases of lien for all work completed arising out of Contractor's performance or a notarized receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

ARTICLE 14 – Indemnification

Contractor shall indemnify and hold harmless the Owner, the City, its officials and employees, and the Owner shall indemnify and hold harmless the City, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connections with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

ARTICLE 15 – Assignment of Agreement

Contractor shall not sublease, transfer or assign any interest in this Agreement without the prior written consent of the Owner and the prior written approval of the City.

ARTICLE 16 – Default

In the event of a default, Owner shall be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce Owner' right and remedies against Contractor. Owner shall be entitled to recover all costs of such actions including a reasonable attorney's fees, at trial and appellate levels, to the extent allowed by law.

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

a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

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

b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

c. Insolvency or bankruptcy by the Contractor.

d. Failure by the Contractor to maintain the insurance required by the City.

e. Failure by the Contractor to correct defects within a reasonable time.

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

ARTICLE 17 – Governing Law and Venue

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

ARTICLE 18 – Interest of Federal, State, and Local Officials

None of the following shall have any interest or benefit, direct or indirect, in this Agreement:

a. Any officer or employee of the City who exercises any function or responsibility in connection with the administration of the HOME Program.

b. Any member of or delegate to the Congress of the United States.

c. Any elected State or City Officials.

ARTICLE 19 - Notices

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

If to the City:	City of North Miami 776 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:	T J of Miami Inc. Bonaney, Jean B (Registered Agent) 2467 NW 95th Terrace Miami Florida 33147
If to Owner(s):	Joy V. Levy 745 NE 138th Street North Miami, Florida 33161

or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

ARTICLE 20 – Severability

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

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ARTICLE 21. Disclaimer

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

[The remainder of this page is intentionally left blank]

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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.

Darsy cordero
Witness
Date: 8/18/2020

Joy V. Levy
Date: 8/18/2020

CONTRACTOR:

Darsy cordero
Witness
Date: 8/18/2020

By:
Date: 8/18/2020

APPROVED BY:

DocuSigned by:
Alberte Bazile
B98C99AB13E54BA...
Alberte Bazile, MBA
Housing & Social Services, Director

Date: 8/19/2020

ATTEST:

DocuSigned by:
BB47A3B4B282492...
Vanessa Joseph, Esq., City Clerk
8/31/2020
City Clerk Date Signed

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

DocuSigned by:
E0514CC216694D9...
Theresa Therilus, Esq., City Manager
8/31/2020
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
18AF8443D714D49E...
Jeff P. H. Cazeau, Esq., City Attorney
8/21/2020
City Attorney Date Signed

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Exhibit "1"

HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION AGREEMENT ADDENDUM

This is an addendum, referred to as the "Rehabilitation Agreement Addendum", hereby entered into this day of 8/31/2020, between **Joy V. Levy**, referred to as the "Owner", the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161, referred to as the "City", and **TJ of Miami Inc** referred to as the "Contractor" to perform rehabilitation construction work at the property located at 745 NE 138th Street, North Miami, FL 33161, referred to as the "Project"; and this Addendum is mutually acknowledged by and among the parties to the Rehabilitation Agreement to be an integral part of the terms conditions and understanding contained in the Rehabilitation Agreement and all addenda enumerated in, referenced in, or affixed to the Rehabilitation Agreement, referred to as the "Contract Documents", as may be amended from time to time by written modifications or change orders to the Rehabilitation Agreement.

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

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

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

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

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

(2) The term "Contractor" shall mean the General Contractor or the General Contractor's authorized representatives.

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

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

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

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

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

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

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Law, including the Notice to Owner as provided in Section 713.13 (1) (b) of Florida Statutes, and upon whom service shall constitute service upon the Owner.

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

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

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

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

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

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

(8) Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the work in accord with the Rehabilitation Agreement Documents, and fails within three (3) working days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and

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promptness, the Construction Manager may, after five (5) calendar days following receipt by the Contractor of an additional written notice, and without prejudice to any other remedy the Owner may have, make a good such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the additional costs incurred by the Construction Manager, if any, made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference.

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

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

The Rehabilitation Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes shall include, but are not restricted to: acts of God, acts of public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In every case, the failure of perform must be beyond the control and without the fault or negligence of the Contractor.

(10) Responsibility to Complete the Work. In the event that the Rehabilitation Agreement is terminated, the Owner acknowledges and understands that the Owner shall not be relieved of its obligations to complete the work remaining at the Project in full accord with the terms and conditions of this Addendum and the Contract Documents as well as approved and otherwise required Change Orders, in effect at the time of said termination. In such case, the Owner shall work with the Construction Manager to

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secure a replacement contractor in accord with the policies and guidelines of the Rehab Program, and shall execute all documents, including amendments to the original Mortgage and Note, if additional financing not inconsistent with the maximum available loan that can be made in accord with this Agreement, is necessary for the prompt completion of work being done in connection with the Project. Any additional costs necessary for the completion of the work at the Project, where further financing under the Rehabilitation Program cannot be extended in accord with this Addendum, shall be borne by the Owner.

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

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

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

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

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

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

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

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

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

Any such changes shall be made only when and where determined necessary and desirable in the opinion of the Construction Manager. Where approved Change

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

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

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

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

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

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

A. The Owner should initially inform the Contractor and Construction Manager of the grievance.

B. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Housing & Social Services Department.

C. The Director or his/her designee, will meet with both the Contractor and the Owner in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.

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

E. Resolution options shall include:

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

(12) Limitations. The duties, responsibilities and limitations to the authority of the Construction Manager as the Owner' representative during the performance of the

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rehabilitation construction work at the Project, as set forth in this Addendum and the Rehabilitation Agreement, shall not be modified or extended after the execution of the Rehabilitation without the written consent of both the Owner and the Contractor, which consent shall not be unreasonably withheld, if recommended and approved by the Construction Manager.

(d) Contractor's Responsibilities. The Contractor shall supervise, direct and otherwise be solely responsible for the rehabilitation construction work being performed at the Project. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work, except as otherwise provided in this Addendum and the Rehabilitation Agreement.

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

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

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

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

(1) Correlation of Work. At the time of execution of the Rehabilitation Agreement the Contractor shall carefully study and compare the Contract Documents to its examination and verification of site conditions, and shall no later than at the time of the Preconstruction Conference report to the Construction Manager any error, inconsistency or omission that it discovers, which shall require the interpretation by the Construction Manager and may require the issuance of a Change Order. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents; provided, that the Contractor promptly reports its findings to the Construction Manager, who shall be responsible for making the final determination. The Contractor shall perform no portion of the work at any time not identified in the Contract Documents or where required, by approved shop drawings, product data or samples for such portion of the

work. No portion of the work requiring submission of a shop drawing, product data or sample shall be submitted to a local Building Official until the submittal has been reviewed and approved by the Construction Manager for consistency with the Contract Documents. All such portions of the work so performed shall be in accord with approved submittals.

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

(3) Insurance. The Contractor shall maintain full Worker's Compensation and Employer's Liability Insurance coverage in the minimum amount as set forth in this Addendum for all workers contributing to the execution of the rehabilitation construction work at the Project. Furthermore, the Contractor shall maintain Public Liability Insurance and Property Damage Insurance coverage in the maximum obtainable amount as set forth in this Addendum. The Contractor shall furnish the Construction Manager with satisfactory proof of such insurance before the commencement of work at the Project. The Contractor shall carry said insurance in force during the time of performance for the work provided in connection with the Rehabilitation Agreement or until said work is fully completed, whichever is the longest period. The minimum amount of said insurance coverage shall be as follows:

A. Worker's Compensation and Employer's Liability Insurance. With a minimum limit for Worker's Compensation as established pursuant to Florida Statutes, and with a minimum limit of $500,000 for Employer's Liability.

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

B. Owner and Contractor Protection Liability Insurance. With minimum limits combined single limit bodily injury/property damage $1,000,000 per occurrence. The Contractor shall provide a certificate of insurance for the said insurance before the commencement of work, which must contain the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) Liquidated Damages and Excusable Delays. If the Contractor does not complete the work within the specified time, and it is determined by the Construction Manager that the incompletion was due to inexcusable delays; then, in such event, the Contractor shall be liable for liquidated damages. Said liquidated damages shall be assessed at a rate of Two Hundred Fifty Dollars and 00/100 ($250.00) per working day exceeding the time of performance completion for the Project specified in the

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Construction Rehabilitation Agreement. The Owner, upon the recommendation and approval of the Construction Manager may at its sole discretion waive any claims on the Contractor for liquidated damages even though actually incurred and due.

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

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

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

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

The Contractor shall provide a written warranty to the Owner in connection with its submission of its final payment application to the Construction Manager. The warranty shall be on a form acceptable to the Construction Manager and shall be dated and made effective as of the date of the Certificate of Completion for the

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

Additionally, the Contractor shall, to the extent applicable to the Rehabilitation Agreement, provide a separate written warranty from roofing subcontractors guaranteeing roofing work of **10 years** from final acceptance and completion of the work, and a separate written warranty from exterior painting subcontractors shall also be provided guaranteeing exterior painting work for **2 years** from final acceptance and completion of the work. Furthermore, the Contractor shall provide the Owner with all manufacturers' and suppliers', written guarantees and warranties covering supplies, equipment and appliances furnished in connection with the work at the Project.

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

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of the Contractor or any of its subcontractors or any of the Contractor's agents or employees or its subcontractors, agents or employees during the performance of the work before the payments for work have become due under the Rehabilitation Agreement, the Owner, through and with the approval of the Construction Manager, may withhold such payments as long as it shall be deemed necessary for the indemnity of the Owner and the City; provided, that the failure to

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pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

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

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Exhibit "2"

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

01) REPLACE ALL EXTERIOR WINDOWS WITH IMPACT WINDOWS **$17,000.00**

The Contractors will verify measurements/dimensions and total number of openings to receive new windows.

- **Awnings will remain on the property.**
- **Remove Security bars and leave with owner.**
- **Patch all holes after removing security bars and paint**

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

- In the bedrooms – enlarge the window opening, as required, to install a code approved egress window. Horizontal slider may be substituted.
- Install Full View windows.
- Install tempered and obscure glass in bathroom windows.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace missing, cracked, damage and tiled sills with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

02) PRESSURE CLEAN AND PAINT EXTERIOR SURFACE OF HOUSE **$4,000.00**

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and *any exposed concrete area*. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE:**

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Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Call Housing Inspector for inspection prior to painting or priming.

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. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), porch and patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowner will select a maximum of three (3) colors. **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall be left to Homeowner for future use. Call Housing Inspector prior to application of finish coat. Awnings shall be painted with two coat of oil based paint**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector to verify brand and VOC level.

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

TOTAL BID AMOUNT: $21,000.00

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Exhibit "3"

FEDERAL ASSURANCES AND REQUIREMENTS

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

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

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

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

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

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Services Administration's Consolidated List of Debarred, Suspended, and Ineligible Contractors.

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

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

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

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

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

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

(1) Thermal improvements of construction elements which would not be made assessable or become exposed during rehabilitation is not required, and

(2) Energy conservation improvements not practical when considering economic feasibility, program needs, and the materials and type of construction may be eliminated.

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

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

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

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

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

(e) "Section 3" Clause. This Addendum is subject to the requirements of Section 3 of The Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) and all applicable HUD rules and regulations issued pursuant thereto in 24 CFR Part 135, and any additional HUD rules and orders issued under it prior to the execution of this Addendum and the Rehabilitation Agreement. The Contractor shall comply with the following provision, and shall include the provisions of paragraphs (e), (1) and (2) in every contract and subcontract entered into in connection with this work so that they shall be binding upon any and all participating contractors and subcontractors.

(1) The work to be performed under this contract is on a project assigned under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.

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(2) The parties to this contract shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(3) The Contractor shall send to each labor organization or representative of workers with which he has a collective bargain agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor shall not subcontract with any subcontractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

(6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as re specified by 24 CFR Part 135.

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

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

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

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

(1) The Contractor shall not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor shall include paragraph (f) and particularly the provisions of paragraphs (f) (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified handicapped individual in the United States shall solely by reason of his or her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against, under any program or activity receiving Federal financial assistance.

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

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

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

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

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

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

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

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

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

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

(o) Governmental Access to Records. The Contractor shall at any time during normal business hours and as often as officials of the City of North Miami as well as, applicable Federal grantor agencies (including but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, or the Comptroller General of the United States, any of their duly authorized representatives) may deem necessary, make available any books, documents, papers, and records of the Contractor which are directly pertinent to this Addendum and the Rehabilitation Agreement, for the purpose of making audits, examinations, excerpts, and transcripts.

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

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

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

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

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

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

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion **(submit only with final payment)**

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

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

a. Environment Review

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

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

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

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

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

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

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of 8/31/2020, by **Joy V. Levy,** ("Owner"), Owner of the subject property, in favor of the **City of North Miami, Florida** ("City"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, the undersigned is the fee simple Owner of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 745 NE 138th Street North Miami, Florida 33161

Legal Description: Lot 19, and the West Half (W1/2) of Lot 20, Block 68, Irons Manor, High Pine Addition Section "A", according to the Plat thereof, as recorded in Plat Book 23, at Page 80, of the Public Records of Miami-Dade County, Florida a/k/a, 745 NE 138th Street, North Miami, Florida 33161 (subject property)

Folio Number: 06-2219-007-1650

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

WHEREAS, HOME Program Guidelines require properties who participate in the Program to be subject to an affordability period.

NOW THEREFORE, the Owner agrees and covenants to restrict the use of the Property in the following manner:

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.

2. The Owner covenants and agrees that for a period of ten (10) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner, the Property shall continue to be the principal residence of the Owner and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.

3. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who have a household income at or below 80% of Area Median Income as defined by regulations of the United States Department of Housing and Urban Development ("HUD").

4. The restrictions contained within this Restrictive Covenant shall terminate upon occurrence of any of the following termination events: sale of the property, rental of the property, foreclosure, transfer in lieu of foreclosure or abandonment, the Owner reacquire an ownership interest in the Property following the termination event.

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

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

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

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

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

WITNESS:

Darsu Cordero
Legibly print name

Signature of Owner

Joy V. Levy
Legibly print name

SUBSCRIBED AND SWORN TO before me this 18 day of August, 20 20 by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

Signature of Notary Public, State of Florida

TOMMIE LEE FRISON
MY COMMISSION # GG 061891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

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

CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM

MONEY MORTGAGE

This Mortgage is made and entered into this day of 8/31/2020, between **Joy V. Levy**, ("Mortgagor"), residing at 745 NE 138th Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor desires to secure the payment of an indebtedness in the principal amount of **Twenty-One Thousand One Hundred Fifty Dollars and 00/100 Cents ($21,150.00)** with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

> Lot 19, and the West Half (W1/2) of Lot 20, Block 68, Irons Manor, High Pine Addition Section "A", according to the Plat thereof, as recorded in Plat Book 23, at Page 80, of the Public Records of Miami-Dade County, Florida a/k/a, 745 NE 138th Street, North Miami, Florida 33161 (subject property)

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

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

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

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

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

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, fines, and impositions of every kind and nature imposed on the Mortgaged Property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of North Miami Home Investment Partnership Program (HOME) Rehabilitation Loan Agreement entered into this day of 8/31/2020, to or on the Mortgaged Property, and for such other purpose, if any.

4. No building or other structure or improvement, fixture, or personal property managed shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer

any alteration of or addition to any building or other structure or improvement to be erected or installed upon the Mortgaged Property or any part, nor will the Mortgagor use, or permit or suffer the use of any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part and will promptly and with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus, pertaining to such property.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same from the claims of all parties supplying labor or materials which will enter into the construction or installation of improvements. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.

6. a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All policies and attachments shall be delivered promptly to the Mortgagee unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay the Mortgagee every premium so paid by the Mortgagee.

   b) In the event of loss or damage to the mortgage property, the Mortgagor will give to the Mortgagee immediate notice by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the lienholder under a mortgage or similar instrument to which this Mortgage is expressly subject, and the insurance proceeds, or any part, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title, and interest which shall be made by the Mortgagor.

7. The Improvements and all plans and specifications shall comply with any and all applicable municipal, county, state and federal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.

8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred), with interest thereon from date of such payment, at the rate of four percent (4%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagor as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money, as the Mortgagee may in its sole discretion deem necessary.

10. The principal amount owing on the Note together with interest and all other charges, as provided in the Note, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the transfer or alienation of the Mortgaged Property to another person other than the Mortgagor, except is such transfer is to the surviving spouse, appointment of a receiver or liquidator, whether voluntary or involuntarily, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the

Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events which shall constitute a default on that Note and any other Note which this mortgage secures:

a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note which shall have become due;

b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a) or of any other agreement made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;

c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part, which shall have priority over the lien of this Mortgage;

d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor;

e) The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part, without the prior written consent of the Mortgagee, including the subordination of this mortgage or owner/s refinancing of the mortgage property.

The Mortgagee's failure to exercise any of its rights shall not constitute a waiver. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default".

11. Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagor or their successors or assigns in title, for any purpose, provided that all such advances are made within ten (10) years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **Twenty-One Thousand One Hundred Fifty Dollars and 00/100 Cents ($21,150.00),** plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagor and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. a) After the happening of any default, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

b) In the event that the Mortgagor occupies the Mortgaged Property or any part, the Mortgagor agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.

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14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part.

16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.

19. The Mortgagor will not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part, without the prior written consent of the Mortgagee.

20. The Mortgagor is lawfully seized of the Mortgaged Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

21. The Mortgagor waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

22. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all these provisions and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used, 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.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Darou cordero
Witness (Print Name)

Joy V. Levy

Address: 745 NE 138th Street North Miami, Florida 33161

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 18th day of August, 2020 by the Owner identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

Signature of Notary Public, State of Florida

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

DocuSign Envelope ID: 58B07B39-D115-4E03-8A8A-3BC370C6DE5E

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

CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM

PROMISSORY NOTE

Schedule A
Amount: **$21,150.00**

Agreement No.: HOME (R) - 2020-12
Date: 8/31/2020

This Promissory Note is made and entered into this day of 8/31/2020, between **Joy V. Levy**, ("Mortgagor") residing at 745 NE 138th Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the City of North Miami, Florida ("City") the sum of **Twenty-One Thousand One Hundred Fifty Dollars and 00/100 Cents ($21,150.00**, payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the application for loan, or has not otherwise violated the City of North Miami Home Investment Partnership Program ("HOME") ("Program") requirements, this amount shall be partially forgiven in the amount of **Two Thousand One Hundred Fifteen Dollars and 00/100 Cents ($2,115.00)** each year over a ten (10) year period, until fully forgiven at the conclusion of ten (10) years.

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

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

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

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

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

DEMAND, notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

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

Daisy Cordero
Witness (Print Name)

Joy V. Levy

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 18th day of August, 2020 by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

Signature of Notary Public, State of Florida

TONNIE LEE FRISON
MY COMMISSION # GG 551991
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters