



AGENDA

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY REGULAR BOARD MEETING

Tuesday, November 25, 2008
5:30 P.M.

GWEN MARGOLIS COMMUNITY CENTER
1590 N.E. 123RD STREET, NORTH MIAMI, FL

- I. CALL TO ORDER – Pledge of Allegiance; Roll Call
- II. APPROVAL OF MINUTES – October 28, 2008 &
November 6, 2008
- III. ITEMS FOR REVIEW AND/OR ACTION



AFFORDABLE HOUSING EFFORTS

- **NEW HOUSING CONSTRUCTION**

Tab 1

Status update regarding the Pioneer Gardens affordable housing development relative to site/environmental remediation, proposed development budget, site plan, project design, construction financing, development timetable, etc. (Attachment)

- **HOME BUYER PURCHASE ASSISTANCE**
- **SINGLE FAMILY HOME REHABILITATION**
- **AFFORDABLE RENTAL HOUSING**

Tab 2

Status update regarding the proposed scope of rehabilitation for the Bel House Apartments East Building (Attachment)

- **OTHER**



COMMERCIAL & ECONOMIC DEVELOPMENT PROGRAMS

- **COMMERCIAL GRANTS**
- **OTHER**



CAPITAL IMPROVEMENTS & INFRASTRUCTURE



ADMINISTRATIVE & OTHER



COMMUNITY OUTREACH

IV. REPORTS

- A. Board Member Reports
 - Chair Kevin A. Burns
 - Member Michael R. Blynn
 - Member Jacques Despinosse
 - Member Scott Galvin
 - Member Marie Erlande Steril
- B. CRA Attorney
- C. Executive Director
- D. Next Regular Board Meeting – Tuesday, December 9, 2008 at 5:30 p.m. at Gwen Margolis Community Center

Next Advisory Committee Meeting – Monday, December 1, 2008 at 6:00 p.m. at CRA Office, 615 N.E. 124th Street

V. ADJOURNMENT

Note: Two or more members of the City Council/CRA Board of Commissioners and/or other elected or appointed public officials may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the meetings, or reading meeting agendas and minutes, please contact the Office of the CRA Secretary at (305) 895-9817.

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY MEETING

October 28, 2008

A regular meeting of the Chairman and Members of the Community Redevelopment Agency (CRA) Board was held in the North Miami Council Chambers of City Hall on Tuesday, October 28, 2008, beginning at 5:32 p.m.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

Note: The actual agenda and all backup materials for each CRA Board meeting and CRA Advisory Committee meeting can be found at: www.NorthMiamiCRA.org

Flag salute

ROLL CALL

Board Member Marie Erlande Steril	Here
Board Member Scott Galvin	Here
Chairman Kevin A. Burns	Here
Board Member Jacques Despinosse	Arrived @ 5:38 pm
Board Member Michael R. Blynn	Here

Additions, Deletions or Withdrawals

The CRA Executive Director provided handouts for Tab 1. Plan Amendments, approved by Miami-Dade County, to Board Members.

APPROVAL OF MINUTES:

Regular Meeting – Tuesday, October 14, 2008:

The CRA Executive Director advised of an amendment to the minutes, on page 2, the public hearing took place on October 21st, 2008.

The CRA Board approved the minutes, as amended.

ITEMS FOR REVIEW AND/OR ACTION

I. TAB 1 –STATUS UPDATE REGARDING BOARD OF COUNTY COMMISSIONERS CONSIDERATION OF THE PROPOSED AMENDMENTS TO THE NMCRA REDEVELOPMENT PLAN

The CRA Executive Director updated the Board that the Miami-Dade Board of County Commissioners approved final language to the plan amendments. The Board of County Commissioners made no changes to the language adding community policing. There was a minor change made to language of the affordable housing policy removing two words: “any local”, just before the language state or federal causing no detriment to the plan amendments. The Board of County Commissioners approved plan amendments, as amended, unanimously. Board discussion. The Executive Director will bring forward a proposed Resolution at the next Board meeting on November 6, 2008, regarding the proposed changes to the CRA affordable housing policy.

II. TAB II – DISCUSSION REGARDING (A) APPOINTMENTS FOR TWO VACANCIES ON THE CRA ADVISORY COMMITTEE (CRAAC) – ONE VACANCY IN THE BUSINESS CATEGORY FOR APPOINTMENT BY CRA COMMISSION CHAIRMAN BURNS FOR A TERM THAT WILL END ON 9/11/2010; AND (B) THE APPOINTMENT OR RE-APPOINTMENT OF FOUR (4) EXISTING MEMBERS OF THE CRAAC WHOSE TERMS HAVE EXPIRED AS OF 9/11/2008 TO TERMS THAT WILL END ON 9/11/2010

The CRA Executive Director reviewed vacancies; Chairman Burns and Board Member Steril each have a vacancy in the business membership category.

The CRA Executive Director advised the Board that four filled positions expired 9/11/2008.

Board Member Blynn re-appointed Mark Wolin to the CRAAC, term ending 9/11/2010, passed unanimously.

Board Member Despinosse re-appointed Roseline Philippe to the CRAAC, term ending 9/11/2010, passed unanimously.

Board Member Galvin re-appointed Armando Vidal to the CRAAC, term ending 9/11/2010, passed unanimously.

Chairman Burns nominated Clint Bower for the At-Large position to the CRAAC, term ending 9/11/2010, passed unanimously.

III. REPORTS

A. Board Members

Board Member Galvin requested the CRA provide refreshments at upcoming meetings in conjunction with City Council meetings..

B. CRA Attorney

(NONE)

C. Executive Director

(NONE)

D. Next Regular Board Meeting: Thursday, November 6, 2008, at 5:30 p.m. at North Miami City Council Chambers

Next Advisory Committee Meeting – Monday, November 3, 2008 at 6:00 p.m. at North Miami City Council Chambers

ADJOURNMENT

Meeting adjourned at 5:43 p.m.

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY MEETING

November 6, 2008

A regular meeting of the Chairman and Members of the Community Redevelopment Agency (CRA) Board was held in the North Miami Council Chambers of City Hall on Thursday, November 6, 2008, beginning at 5:32 p.m.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

Note: The actual agenda and all backup materials for each CRA Board meeting and CRA Advisory Committee meeting can be found at: www.NorthMiamiCRA.org

Flag salute led by Board Member Blynn

ROLL CALL

Board Member Marie Erlande Steril	Here
Board Member Scott Galvin	Here
Chairman Kevin A. Burns	Here
Board Member Jacques Despinosse	Absent
Board Member Michael R. Blynn	Here

Additions, Deletions or Withdrawals

The CRA Executive Director advised Board Members that the Approval of Minutes for October 28, 2008, would be considered at the next Board meeting on November 25, 2008.

APPROVAL OF MINUTES:

Special Meeting – Tuesday, October 28, 2008, continued by the Board

ITEMS FOR REVIEW AND/OR ACTION

- I. **TAB 1 –STATUS UPDATE REGARDING PIONEER GARDENS AFFORDABLE HOUSING DEVELOPMENT RELATIVE TO SITE/ENVIRONMENTAL REMEDIATION, PROPOSED DEVELOPMENT BUDGET, SITE PLAN, PROJECT DESIGN,**

**CONSTRUCTION FINANCING, DEVELOPMENT TIMETABLE;
ETC.**

The CRA Executive Director reviewed the comments from two (2) DERM letters dated October 23, 2008 regarding the site assessment report that was submitted in September 2008 and advised DERM indicated a change of status relative to the underground storage tank to no cleanup required. The CRA Executive Director reviewed additional work required per DERM's request and advised that an addendum to the site assessment report would be submitted in 60 days from the date of DERM's letters.

Daryl Lee, representing the developer and Janet Peterson, representing REP, present. Mr. Lee advised the Board the additional work was in process and would be completed within the timeline required.

William Wallace IV gave a brief report to the Board regarding site construction expected to begin at the end of the first quarter or early second quarter of next year. Mr. Wallace advised simultaneously a marketing program would begin to promote the project. Board discussion. Chairman Burns recommended using green initiatives for the project as per the City's pending new zoning code.

II. TAB 2 – PROPOSED AGREEMENT BETWEEN THE NORTH MIAMI CRA AND THE URBAN RESIDENTIAL DEVELOPMENT GROUP FOR THE IMPLEMENTATION OF THE SINGLE-FAMILY HOME REHABILITATION PROGRAM

The CRA Executive Director advised the Board that four eligible homeowners are going through the process for the single-family home rehabilitation program. The CRA Executive Director further advised the CRA Advisory Committee has reviewed the proposed agreement. Mr. Zelkowitz approved the agreement but suggested including a provision for the termination of the agreement. Frank Wolland, Clerk, addressed concerns regarding the agreement. Board discussion.

Mr. Wolland read the Resolution title for the record. Board Member Galvin moved to approve the Resolution, as amended, subject to additional language in the termination provision which would allow the Board to terminate if the Munisport Agreement no longer required the use of URDG and subject to additional language to

clearly state that the Florida Lien Law needs to be complied with before payments are made, seconded by Board Member Steril; passed by a 4-0 vote. Board Member Despinosse absent.

III. TAB 3 – STATUS UPDATE REGARDING THE PROPOSED SCOPE OF REHABILITATION FOR THE BEL HOUSE APARTMETNS EAST BUILDING

The CRA Executive Director provided a report for the proposed scope of work for the 45-unit rehabilitation project and a letter to the City’s Building Official from Beilinson Gomez Architects PA, providing code analysis confirming the level of renovation work.

Joseph Guarino advised the roof has been permitted and work should begin next week. Board discussion. Mr. Guarino advised the Board the demolition permit would be pulled from the county.

IV. TAB 4 – STATUS UPDATE REGARDING PROPOSED FY 2008-09 BUSINESS OUTREACH SERVICES FROM THE DYNAMIC COMMUNITY DEVELOPMENT CORPORATION

The CRA Executive Director introduced Luis De Rosa, Outreach Officer. Mr. De Rosa reviewed the program with the Board and advised 300 individuals were served last year. Mr. De Rosa advised the Board of a small business workshop that would be promoted.

V. TAB 5 – STATUS UPDATE REGARDING PROPOSED FY 2008-09 MICRO-LENDING PROGRAM FROM PARTNERS FOR SELF EMPLOYMENT, INC. D/B/A MICRO BUSINESS USA, INC.

The CRA Executive Director introduced Maria Coto, Acting Executive Director. Ms. Coto gave a brief report to the Board regarding background information about the Micro-Lending program and its new location in the City of North Miami. Board discussion.

VI. TAB 6 – PROPOSED CHANGES TO THE CRA AFFORDABLE HOUSING PROGRAM REQUIREMENTS PER THE PENDING AMENDMENT TO THE REDEVELOPMENT PLAN

Mr. Wolland read the Resolution title for the record. Board Member Blynn moved to approve the Resolution, seconded by Board

Member Galvin; passed by a 4-0 vote. Board Member Despinosse absent.

VII. TAB 7 – STATUS UPDATE REGARDING NEGOTIATIONS TO EXTEND THE LEASE FOR THE CRA’S OFFICE SPACE FOR UP TO TWO (2) ADDITIONAL SIX-MONTH PERIODS THROUGH DECEMBER 31, 2009

Mr. Wolland read the Resolution title for the record. Board Member Galvin moved to approve the Resolution, seconded by Board Member Steril; passed by a 4-0 vote. Board Member Despinosse absent.

VIII. TAB 8 – STATUS UPDATE REGARDING THE FY 2008-09 S.T.U.D.Y. ACADEMIC INTERNSHIP PROGRAM FROM JHS & ASSOCIATES, INC.

The CRA Executive Director introduced Dr. Sylvan C. Jolibois, Jr., Project Director from JHS Associates, Inc. Dr. Jolibois gave a brief report to the Board regarding the Academic Internship Program. Dr. Jolibois reviewed objectives of the program as presented in the Agenda packet. Board discussion.

IX. TAB 9 – STATUS UPDATE REGARDING FY 2008-09 PROGRAM ACTIVITIES FROM THE POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC.

The CRA Executive Director introduced Officer Willie Walden from the Police Athletic League. Officer Walden advised the Board that PAL was negotiating a lease agreement and expected to move into the facility in January, 2009.

X. TAB 10 – PROPOSED CONTRACT FOR SERVICES FOR AN URBAN LAND INSTITUTE (ULI) SE FLORIDA/CARIBBEAN TECHNICAL ASSISTANCE PANEL

Mr. Wolland read the Resolution title for the record. Board Member Blynn moved to approve the Resolution, seconded by Board Member Galvin; passed by a 4-0 vote. Board Member Despinosse absent.

V. **REPORTS**

A. Board Members

(NONE)

B. CRA Attorney

(NONE)

C. Executive Director

The CRA Executive Director provided copies of the Florida Redevelopment Association 2008 Best Book to Board Members and Advisory Committee Members.

D. Next Regular Board Meeting: Tuesday, November 25, 2008, at 5:30 p.m. **relocated to the Gwen Margolis Community Center.**

Next Advisory Committee Meeting – Monday, December 1, 2008 at 6:00 p.m. at CRA office

ADJOURNMENT

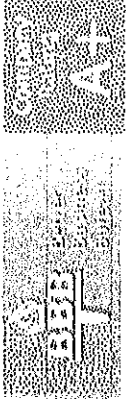
Meeting adjourned at 6:50 p.m.

TAB 2

New Roofs • Reroofs • Repairs
Residential • Commercial

License # CCC 011043

MORTON ROOFING
A Tradition of Quality Since 1952



Owner Information

Attn: Roberta Segal

Bel House Apartments, LLP

1065 NE 125th Street, Suite 405

North Miami

FL

33161

Job Information

November 10, 2008

Bel House Apartments

13925 NE 6th Avenue

North Miami

FL

33161

Job:

MB:

Page 1 of 2

**RE-ROOFING THE ENTIRE FLAT ROOF TO A
SPECIFICATION: N-1-2-MSM
PONDING WATER SPEC**

JOB START:

1. Prior to commencement of work, Morton Roofing will furnish all necessary permits for new roof installation.
2. Local, State and Federal regulations, safety standards and codes shall be followed. The stricter document shall be followed when a conflict exists.

3. CUSTOMER SHALL BE SUPPLIED WITH COPIES OF OUR INSURANCE COVERAGE, AND RELEASE OF LIEN FOR ALL PAYMENTS.

DECK PREPARATION: (Per Plans & Specs by BEILINSON GOMEZ ARCHITECTS)

1. Remove the roof, in stages, down to the original wood sheathing.
2. Re-nail All sheathing and **replace the plywood sheathing shown on plans at no extra charge.**
3. The existing sheathing must be re-nailed to conform to the South Florida Building Code.
4. No more roof area will be removed, in one day, than can be kept watertight.
5. A watertight tie-in will be laid at the finish of each day.

ROOFING MEMBRANE: (Per Plans & Specs by BEILINSON GOMEZ ARCHITECTS)

1. To solid sheathing, tin-tag (nail) 1-layer of GAF GAFGLAS® #80 Ultima™ Base.
2. Fasteners shall be placed in required quantity and pattern to comply with the new building code requirements.
3. At the intersection of all roof and vertical surfaces to be flashed, cants shall be installed per membrane manufacturer requirements.
4. With hot steep type IV asphalt, solidly adhere, without voids, 2-layers of **Ruberiod Mop Smooth.**
5. With hot type IV steep asphalt, solidly adhere 1-layer of GAFGLAS , white mineral granule surface roofing felts to the **Ruberiod Mop Smooth.**

6. Loose granules shall be embedded into overrun of hot asphalt at the side and end laps.
7. All felts to be turned up walls and curbs a minimum of 4 inches.

FLASHING: (Per Plans & Specs by BEILINSON GOMEZ ARCHITECTS)

1. With hot Trumbull asphalt, solidly adhere one (1) layer of polyester base, rubberized asphalt, white mineral surface, SBS 170 on all the wall backs, extending well onto the flat roof and onto the wall, to the top, nailed and sealed in the proper manner.

Continued...

500 NW 12th Avenue ~ Pompano Beach, FL 33069

PH: 954-567-3380 Fax: 954-567-3379

License # CCC 011043



New Roofs • Reroofs • Repairs
Residential • Commercial

Owner Information
Attn: Roberta Segal

Bel House Apartments, LLP

Job Information

Monday, November 17, 2008

Bel House Apartments

Page 2 of 2

METAL: (Per Submittals)

1. Install new lead sleeves according to manufacturer's recommendations.
2. Install new 26 gauge galvanized G-90 vents for bathroom exhaust fans.
3. Install new special made galvanized eave drip at all eaves.

CLEAN UP:

1. Morton Roofing will clean up the grounds, and premises to MORTON ROOFING'S rigid clean-up specifications after each day's work.

GUARANTEE:

1. Morton Roofing guarantees this highly upgraded GAF, modified roofing system for a full **TEN (10) year(s)** against leaks due to workmanship and/or materials.
2. Owner shall receive a **FIFTEEN-(15) year** manufacturer's guarantee including coverage of materials and labor, subject to manufacturer's normal terms and conditions.

INVESTMENT:

1. Investment for new roofing systems is:

TERMS:

Due upon signing of contract:

Due upon half completion & passed inspections:

Due upon completion:

Due upon delivery of releases and warranties and final inspection by city inspectors:

Price includes:

- a) Removing and replacing all plywood as shown on plans. b) New GAF 40yr. shingle mansard.
- c) New Roof Hatch. d) Permit will be applied for within 48 hours of deposit and signed contract.
- e) Job to start within 72 hours of receiving permit. f) Job will take 10 working days.
- g) Repair top of all trusses per blueprints h) Re-Flash all a/c stands per blueprints.
- i) **Morton Roofing will comply with the Davis-Bacon Prevailing Wage requirements.**

\$147,600.00

\$33,000.00

\$33,000.00

\$34,000.00

\$47,600.00

- Owner to do all necessary a/c and electrical work. If the owner wishes Morton Roofing to hire the a/c contractor add 10% to the price of the a/c work to cover the insurance costs.
- Due to the recent and ever changing building code requirements the owner agrees to pay for all necessary testing fees, such as but not limited to, asbestos tests, wind calculations, and fastener withdraw tests.

Company Acceptance Date: 08-15-08

Owner:

Date:

When this job is accepted please sign and give one copy to the company representative which will be our order to proceed with the work and when approved by our Company President constitutes the entire agreement of the parties. This contract maybe with drawn unless signed by the Company President. John Morton III measured 4/12/2007

Sgs.132

500 NW 12th Avenue ~ Pompano Beach, FL 33069

PH: 954-567-3380 Fax: 954-567-3379

- (1) **ACCEPTANCE OF THIS PROPOSAL:** Upon acceptance, this proposal shall become a contract binding upon both the Buyer and Morton Roofing, Inc. (herein called Morton Roofing, Inc.) and shall be constructed according to the laws of the State of Florida. Morton Roofing, Inc. also reserves the right to use the owners name in any advertisement. This contract constitutes the entire agreement between parties, and no oral modification thereof shall be made. There are no promises, representations or understandings outside of this contract, except as herein expressly provided. This contract shall not be altered or modified, nor any provision waived unless such waiver shall be in writing, and signed by Morton Roofing, Inc., or its duly authorized agent. If the customer cancels this contract for any reason the customer agrees to immediately pay to Morton Roofing Inc. for all work performed and 20% of the total price of the contract.
- (2) **LIABILITY:** Morton Roofing, Inc. shall not be responsible for damages or delay, either before commencement of or during the said work described herein on account of transportation difficulties, priorities, strikes, accidents, wars, acts of God, fire, sudden rains, storms, windstorms, other causality or theft or other causes beyond its control. Morton Roofing, Inc. will exercise reasonable care when performing the work, but cannot be held responsible in any manner for damage to sidewalks and driveways, foliage, septic tanks, shrubbery, screening, pipes, or cables above or below the ground. We will not be held for water damage to the exterior or interior of the premises under any conditions. Customer is urged to cover furniture and otherwise protect their property. We cannot accept for the responsibility for any damages done to the roof by plumbers, electricians, air conditioner men, fumigators or any other tradesmen. Morton Roofing, Inc. shall not be held liable for debris coming thru exposed wood ceilings and exposed ceiling of any kind; nor for any vibration to the building, its structural or decorative components that may result to damage of the structure and its contents; nor for matching the shape, color, size and brand of any existing roofing materials, such as, but not limited to, metals, shingles, cement tile smooth roofs, granular surface roofs, etc. being uneven in color and for the changing color; nor for the painting of any wood, metals, tile repair painting, etc. nor for matching the method of installation style and appearance of existing roofing materials; nor for any breaking of screening and rain gutters and awnings.
- Morton Roofing, Inc. reserves the right to correct all problems, conditions and workmanship where it is found responsible solely by Morton Roofing, Inc. or its duly authorized agent. Any repairs and preventative maintenance, such as, but not limited to, resurfacing a smooth surface Fiberglass roof with an additional coating of aluminized roof paint, at an additional cost to the customer, re-filling any asphalt levels in pitch pans, resealing any membrane and metal flashing laps and joints on any roof on which Morton Roofing, Inc. has worked, and is still under a valid guarantee, must be done solely by Morton Roofing, Inc. failure by the customer, to perform the required repairs or maintenance automatically and irrevocably terminate any guarantees.
- In order to keep warranty in full force and effect, the customer must for any smooth surface roof have such a roof repainted every two (2) years by Morton Roofing, Inc. at an additional cost to the customer.
- Owner to provide right to ingress and agrees to include written permission from the owner of the neighboring property that must be used to provide access for workmen or machinery. Owner to provide water and necessary electric.
- (3) **INSURANCE:** Morton Roofing, Inc. shall comply with all laws relating to Workmen's Compensation in the State of Florida and shall carry \$300,000 Public Liability and \$100,000 Property Damage Standard form insurance, insuring during the progress of work, any liability which may be imposed by law upon Morton Roofing, Inc. due to accidents arising from such operations.
- (4) **GUARANTEE:** There shall be no guarantees, nor liabilities on Morton Roofing, Inc. after work is completed, except as may be provided in this proposal by a reference to specifications covering the proposed work, or as may be provided specifically in this proposal, however, any such reference and/or provisions shall be strictly construed only as an obligation on Morton Roofing, Inc. must be in writing whether issued voluntarily or in accordance with this proposal, and that whenever Morton Roofing, Inc. upon completion of the work is provided, shall issue to the Buyer, such a written guarantee, the liability of Morton Roofing, Inc. shall be limited to the terms and provisions of such guarantee and confined to work done hereunder. In no event shall such a guarantee impose upon Morton Roofing, Inc. any liability for damages caused by termite or destroying organisms, fire, tornado, hail, hurricane, or other extraordinary causes beyond the control of Morton Roofing, Inc. nor for damage to the building upon or in which such work is done, nor for any damage to said work caused by settlement, warping, distortion, or failure of roof deck, sheathing, walls, partition walls, ceilings, or foundation of said building, nor for failure of any materials or integral part of said building used as a base, attachment to, or for said work, nor for damage to interior furniture and fixtures, decorations, stock or equipment due to leakage or otherwise. Any roof subjected Hurricane force winds will no longer be covered under any warranties issued by Morton Roofing Inc. Even if there are no visible signs of damage. All tie ins to existing roofs are guaranteed for one (1) year.
- WITH RESPECT TO ANY PRODUCTS UTILIZED OR INCORPORATED INTO ANY WORK SPECIFIED IN THIS CONTRACT, MORTON ROOFING, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.**
- All leak repairs are guaranteed for one (1) year, unless otherwise stated in the face of the contract. Temporary repairs carry no guarantee for any reason whatsoever.
- (5) **Guarantee is not transferable unless stated in front of contract.**
- (6) **METAL FLASHINGS:** With the exception of any lead sleeves, all prices are based on unpainted galvanized iron, unless otherwise stated on the face of the contract.
- (6) **UNFORESEEN CONDITIONS:** This contract based solely on visual conditions. If unforeseen conditions should arise that could not be determined by visual inspection, then such additional work shall be performed on a firm bid basis or time plus material basis at the sole discretion of Morton Roofing, Inc. Where more than one existing roof must be removed from atop another roof, and the original roof was stuck to the deck, and if insulation is hidden under roofing felts, add \$40.00 per hour per man to contract price, plus additional crane costs on jobs that require a crane, unless stated otherwise on the face of the contract.
- | | |
|---|---------------------|
| NOTE: Any bad or rotten lumber to be replaced will be charged as follows, materials and labor included on a per lineal foot. Plywood square foot basis. | |
| 1X Sheathing Boards..... | \$3.50 |
| 2X Fascia Boards..... | \$6.50 |
| Plywood Sheathing..... | \$3.50 |
| Fascia Boards..... | \$3.50 |
| Rafters..... | \$4.50 |
| Timbers..... | \$5.50 and up |
| Soffit Boards (min \$75.00)..... | \$10.00 lin' sq. ft |
- No repairs or replacement shall be made by Morton Roofing, Inc. that is caused by the buyer or building owner or any other workman other than by a Morton Roofing, Inc. authorized employee, unless the customer signs a contract agreeing to pay a price, to be solely determined by Morton Roofing, Inc. for the work required.
- (7) **COMPLETION AND ACCEPTANCE:** Upon completion, the Buyer shall immediately inspect and accept Morton Roofing, Inc. work, provided that work has been completed according to the terms of the working contract, and full settlement shall be made in accordance with this agreement. A full and complete acceptance of the work shall be presumed upon the Buyer making final settlement and /or executing a note for final settlement. When guarantees are included and stated so in this agreement, they shall become null and void if full payment for work performed in accordance with this agreement is not received within 10 days from final inspection by city and or billing.
- (8) **DELINQUENT ACCOUNT CHARGE:** A final charge will be computed by applying the Periodic Rate of 1.5% Annual Percentage Rate 18% to the balance, which is the total amounts outstanding on each day of delinquency. Any finance charge will be adjusted to a minimum of \$.50 where permitted by State Law. In the event that it becomes necessary to collect any outstanding balance due by means of legal process, the prevailing party shall be entitled to an award of reasonably attorney fees and court costs.
- (9) **SEVERALABILITY:** if any provision of this contract of contrary to prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions of the contract.
- (10) If Morton Roofing, Inc. responds with a service call to a roof that is covered by a guarantee, and it is determined that the roof leak is not related to items covered by the guarantee, items including but not limited to: Air Conditioner(s), window(s), cracks or structure itself, or any other items not specifically installed by Morton Roofing, Inc., a minimum service charge of \$375.00 will be assessed to the customer.

MORTON ROOFING

500 NW 12TH AVENUE
Pompano Beach, FL 33069
954/783-5883 fax 954/783-5629
800-548-ROOF (7663)
www.mortonroofing.com

CHANGE ORDER REQUEST

NO: 01

TO: BEL HOUSE APARTMENTS, LLP
ROBERTA SEGAL
305-899-1066
305-899-1217

DATE: 11/13/2008

RE: BEL HOUSE APARTMENTS

JOB NO: 08-F0164

WE HEREBY AGREE TO MAKE THE CHANGE (S) SPECIFIED BELOW:

INSTALL NEW VINYL SOFFIT PER ARCHITECTS SPECS. AROUND ENTIRE PERIMETER. & NOA 05-0803.01

MATERIAL: \$6,788.00
LABOR FOR DEMO: \$2,275.00
INSTALL LABOR: \$3,753.00
ADDITIONAL SUPPORTS \$1,244.00 (INCLUDES LABOR FOR SUPPORTS)

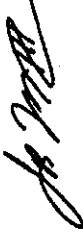
NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

TOTAL THIS CHANGE ORDER\$14,060.00

~ PRICE INCREASE DUE TO ENHANCED INSTALLATION METHODS~

Accepted. The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

APPROVED:



APPROVED FOR COMPANY:

MORTON ROOFING INC. PRESIDENT
CELL: 954-296-1185
JOHN@MORTONROOFING.COM

CLIENT: CONTACT

DATE

DATE