



# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. 062-2007

LETTER TO COMMISSION

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CITY CLERK'S OFFICE

RECEIVED

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager  
Jose Smith, City Attorney

DATE: March 6, 2007

SUBJECT: Miami Beach Development Corporation's Homeowner Rehab Program

This Letter to Commission is in response to Commissioner Libbin's request at the last Commission Meeting that administration and legal staff review the issues raised by resident Ms. Galit Bitton regarding her agreement with Miami Beach Community Development Corporation (MBCDC) for the rehabilitation of her condo unit, as described in a local newspaper article. Specifically, staff was asked to review this case and determine if there were issues with the manner in which the program was implemented by MBCDC. Notwithstanding this request from Commissioner Libbin, the City began a review of the issues relating to this case back in October, 2006, and has been in communication with MBCDC regarding this case since that time.

### Background

The City of Miami Beach administers two programs that provide rehabilitation assistance to homeowner occupied units.

The Community Development Block Grant Owner Occupied Housing Rehabilitation Program (CDBG Owner Occupied Program) provides financial assistance to property owners to bring their properties up to safe and sanitary housing standards, and to correct all existing code violations. The financial assistance may not exceed the lesser of the actual cost of rehabilitation or \$15,000 for each dwelling unit. Applicants receiving financial assistance must be able to have their homes meet or exceed the decent, safe and sanitary housing standard after rehabilitation, in accordance with the Florida Building Code, the Miami-Dade County Building Code, and the City of Miami Beach Code. This financial assistance program may be used in conjunction with any other assistance programs in order to make rehabilitation feasible. All applicants must be the owner and occupant of a residential property located within the City of Miami Beach and must have resided on the property for 180 consecutive days prior to the submission of the application. Additionally, applicant's have a gross income limit of up to 80% of area median income as determined by U. S. Department of Housing and Urban Development (HUD).

The State Housing Initiatives Partnership (SHIP) Program, administered through the Florida Housing Finance Corporation, was established by the 1992 William E. Sadowski Affordable Housing Act to increase the production of housing statewide. SHIP funds are derived from documentary stamp levies on real estate transactions. Annually, the Florida Housing Corporation allocates SHIP funds among participating jurisdictions on a formula basis. The City of Miami Beach receives an annual allocation, and that funding is distributed through a competitive process.

MBCDC submitted applications and was selected to receive funds from the City under both programs. It is important to note that **MBCDC has successfully assisted over 338 homeowners** with the purchase and/or rehabilitation of units without any major incident.

### **MBCDC's Role in the Rehabilitation Program**

MBCDC is responsible for qualifying participants, providing inspections, providing guidance and helping administer the contracts and transactions required to access these government-funded loans. MBCDC is allowed to charge a 10% fee to cover the following: applicant's certification (interviewing participants and gathering of documentation); a home inspection to determine what will be included in the rehabilitation; title search; appraisal; completion of all documentation required by SHIP; inspection; and approval of all work performed. In the case of the SHIP program, this amount is included in the lien because this is an allowable expense under SHIP (otherwise, the City or agency would have to absorb these expenses).

### **Chronology of Events**

The following will provide, in chronological order, the events that transpired relating to Ms. Bitton's application and selection for the program.

- September 19, 2002 - Ms. Bitton applies for the CDBG Owner Occupied Program.
- 2003 - An appraisal was ordered to ensure the property value did not meet the program limit and a title search was conducted to ensure there were no existing liens. After the above-mentioned was cleared, an inspection was conducted to determine what rehabilitation work needed to be done in the unit. All of these expenses were paid by MBCDC. The process of selecting a contractor began. MBCDC states that they informed Ms. Bitton that she could hire her own contractor but that they must be licensed and insured.
- November 18, 2003 - Ms. Bitton brings in the first window estimate, which is provided by Home Depot.
- 2003-2004 - The issue of a contractor remains unresolved.
- January 26, 2004 - Ms. Bitton brings in a second window proposal.
- June 2004 - A contractor, J. Capelleti, Inc., was taken to the unit for an estimate.
- June 29, 2004 - The Capelleti estimate was given and provided to MBCDC.
- 2004-2005 - Five additional licensed and insured contractors were sent to Ms. Bitton's condo in order to provide construction estimates.
- February 2005 - MBCDC sends Ms. Bitton's CDBG Owner Occupied Program application to the Housing and Community Development Division for approval. The submission of the application to the City was delayed for two reasons: funding availability and the selection of a contractor.
- April 2005 - Payment is made by MBCDC to Will Fix It General Services for the replacement of the Central A/C unit (\$2,300)
- May 2005 - SHIP funds are available from the City. MBCDC advised that they met with Ms. Bitton and informed her that she had been approved for the SHIP program.
- May 2005 - Ms. Bitton meets with Mr. Jose David Mendoza, an authorized representative of Integral and a sub-contractor for Integral, Montecarmelo Interiors, Inc
- June 2005 - Payment is made by MBCDC to Brandsmart for appliance purchases, including extended warranties and delivery (\$1,074)
- June 5, 2005 - The application and file (including Scope of Work) is submitted to the City of Miami Beach for approval of SHIP funding in the amount of \$39,741.90. This amount includes initial costs associated with inspections/appraisals/title, the initial purchases/repairs (Brandsmart, A/C), the work to be contracted, and agency administrative

fees. The City approved the application for SHIP funding.

- June 7, 2005 - Integral Business & Investments, Inc. provides an estimate and agrees to perform the necessary repairs.
- June 19, 2005 - After receiving the approval from the City of Miami Beach, Ms. Bitton completes the SHIP program documents and signs the restrictive covenant since there is more funding available through SHIP, and is removed from the CDBG Owner Occupied Program (CDBG provides only \$15,000 to homeowners to repair or rehabilitate their homes. Based on the inspection report and the repairs/rehabilitation needed in Ms. Bitton's unit, MBCDC decided that the SHIP program would provide more financial assistance to Ms. Bitton.
- June 22, 2005 - An Affidavit and Restrictive Covenant is prepared and recorded. (Attachment A). Although the Restrictive Covenant incorrectly reflects the funding is for the purchase of the property, which is already owned by Ms. Bitton, The document is signed by Ms. Bitton and reflects a value of \$40,000 funded from the SHIP program. Legal advises that this typographical error does not affect the restrictive covenant.
- July 16, 2005 - The Work Order (Attachment B) and Contractor Agreement (Attachment C) is executed by the contractor. The Contractor Agreement clearly delineates the total costs of the contracted work: \$32,240.
- July 29, 2005 - The Work Order and Contractor Agreement is signed by Ms. Bitton at the MBCDC office. The Contractor agreement clearly states the estimated value of the repairs to be undertaken by the contractor. MBCDC states that Mr. Mendoza, Ms. Bitton and Mr. Mario Ramos (MBCDC) met to discuss the project timeline at that time.
- August 2005 - Per MBCDC, Mr. Mendoza and Mr. Ramos meet with Ms. Bitton in her condo unit to discuss a later start date of November 2005 which, according to MBCDC, all parties verbally agree. MBCDC states that Mr. Mendoza requested a key to the unit in order to gain access to the unit but Ms. Bitton stated she would be there to open the unit for the contractor.
- October 5, 2005 - Building Permit B0600098 is pulled for Ms. Bitton's unit.
- November 2005 - Work does not begin because the elevators in the building are not working.
- December 2005 - Work begins in Ms. Bitton's unit. The elevators were not fully operational, so the material had to be brought into the unit through the balcony.
- December 2005 - MBCDC states that Mr. Mendoza contacted them to inform them that Ms. Bitton has been late opening the door for the workers.
- January 11, 2006 - Per MBCDC, Mr. Ramos conducts a site visit to the unit. At this point, MBCDC has paid \$16,120 to the contractor. Mr. Ramos states that the kitchen floor has been installed; the old kitchen cabinets have been removed (demolished); new cabinets were in the unit; the bathroom has been demolished and rebuilding has started; appliances were in the unit; and work began on a closet. The contractor, Integral, cashed both checks totaling \$16,120.
- February 15, 2006 - Ms. Bitton submits a letter to MBCDC terminating the contract with Integral. (Attachment D)
- February 15, 2006 - Work stops.
- March 2, 2006 - MBCDC says they contacted Ms. Bitton to discuss the letter. Ms. Bitton cannot recall if she was contacted by MBCDC.

- March 15, 2006 - MBCDC says they contacted Ms. Bitton in order to schedule a meeting with her and Mr. Mendoza. MBCDC says Ms. Bitton refused to meet. Ms. Bitton denies that statement.
- May 2006 - Since Ms. Bitton and the contractor could not resolve their dispute, MBCDC program staff authorized Montecarmelo, Inc. to release the remaining two checks to Ms. Bitton in the amounts of \$8,000 each. An additional check of \$120.00 was also provided. Ms. Bitton cashed one check in the amount of \$8,000. Once MBCDC management realized that staff had authorized these disbursements, they advised Montecarmelo, Inc. to place a stop payment order on the two remaining unpaid checks in the amounts of \$8,000 and \$120.
- May 28, 2006 - MBCDC conducts an inspection of Ms. Bitton's unit in order to develop a scope of work for the completion of repairs.
- June 29, 2006 - MBCDC's attorney receives the first correspondence from Ms. Bitton's attorney. Ms. Bitton's attorney is requesting that Integral Business reimburse Ms. Bitton (Attachment E).
- June 30, 2006 - Contractor J. Cappelletti, Inc. provides a proposal to complete the work.
- July 12, 2006 - A second contractor, Morcas Corporation, provides an additional estimate.
- July 13, 2006 - MBCDC's attorney sends Ms. Bitton's attorney a proposal for final resolution (Attachment F).
- September 15, 2006 - MBCDC's attorney sends another proposal for resolution to Ms. Bitton's attorney, this time suggesting that J. Cappelletti, Inc. complete the work and offering Ms. Bitton the option of selecting her own contractor, in the alternative (Attachment G).
- February 7, 2007 - MBCDC advised the City that they had scheduled a meeting between their attorney and Ms. Bitton's attorney. The meeting did not occur. According to MBCDC, Ms. Bitton refused to meet and requested that funds be disbursed directly to her. City staff contacted Ms. Bitton to confirm this information. Ms. Bitton denies that she refused to meet with MBCDC but did admit that she requested that the funding be given to her. MBCDC refused to grant the funding disbursement request as it does not comply with the program guidelines.

**Issues raised by Ms. Bitton:**

In late October 2006, Ms. Bitton contacted the City regarding her issues. She has since made a series of allegations. Her allegations and MBCDC's responses are detailed below:

- 1) Ms. Bitton alleges that Integral Business and Investments, Inc. is an unlicensed and uninsured contractor.  
*Integral Business and Investments is licensed by the State of Florida, CGC1505450, and insured through Insurance Marketers, Inc., policy number BXG0007389-00, (see Attachment H). A City of Miami Beach Occupational License is not required.*
- 2) Ms. Bitton alleges that the subcontractor, Montecarmelo Interiors, Inc. was unlicensed.  
*Montecarmelo Interiors, Inc. is licensed by Miami-Dade County, license number 05BS00932, for flooring, shower and tub enclosures and carpentry. (See Attachment I) A City of Miami Beach Occupational License is not required.*
- 3) Ms. Bitton alleges that Jose David Mendoza executed the contract on behalf of Integral Business and Investments, Inc. and he is not an employee of said corporation.

*While the signature on the Contractor Agreement and Work Order is illegible, the City has been able to verify that the Contractor Agreement and Work Order were executed by Mr. Mendoza, the registered agent for Montecarmelo Interiors, Inc., and a sub-contractor used by Integral (see Attachment I). Mr. Juan Valderrama, registered agent for Integral, provided to MBCDC signed documentation indicating that he authorized Mr. Mendoza to sign on behalf of Integral (Attachment J). Montecarmelo was a subcontractor on this project.*

4) Ms. Bitton alleges that she was forced to use a contractor suggested/selected by MBCDC.

*According to MBCDC, it was clearly explained to Ms. Bitton that the choice of contractor was up to her. MBCDC states that they provide the participants with a list of licensed contractors that the participant may use, but that the participant enters into a contract with the contractor of their choosing. Staff cannot confirm either party's assertions.*

5) Ms. Bitton alleges that Integral is not permitted to utilize subcontractors.  
*The contractor agreement allows the use of subcontractors. By Ms. Bitton's own admission, she met and dealt directly with the sub-contractor on the repairs.*

6) Ms. Bitton alleges that there are improprieties with the SHIP program and filed a complaint with the U.S. Department of Housing and Urban Development (U. S. HUD), Office of Inspector General, Office of Investigations.

*Mr. Scott Tanchak, Special Agent, reviewed all documents pertaining to Ms. Bitton's case and verbally informed the City that he did not see any improprieties. The City has requested written confirmation from U.S. HUD. Please note that SHIP is not a program administered by HUD. SHIP is administered by the State of Florida. First Housing Finance Corporation (First Housing) is contracted with the State of Florida to audit local SHIP program operations. On May 22 & 23, 2006, First Housing performed a City of Miami Beach SHIP program review that included MBCDC. While First Housing identified areas for improvement, our Housing and Community Development Division provided a written corrective action to First Housing on July 14, 2006, and First housing responded on July 28, 2006 that all discrepancies had been satisfactorily corrected*

7) Ms. Bitton alleges that she applied for a program that provided \$15,000 for rehabilitation assistance and MBCDC at some point switched her to another program that provided \$40,000 for assistance to purchase the property which she already owned. Ms. Bitton alleges that she was initially told she was to be given the additional money as a "reward" for her patience.

*Clearly, allocations for "rewards" are not permitted by any State or Federal program. While the application for the program, signed by Ms. Bitton does state that it is a Home Buyer Assistance Program, the corresponding back-up documents clearly show the funds were to be utilized for rehabilitation, including the work order and contractor agreement signed by Ms. Bitton that clearly reflect allocations greater than the \$15,000 limit of the CDBG Owner Occupied Program. MBCDC states that Ms. Bitton did initially apply for one program, CDBG, but since more funding was available through SHIP, a decision was made to provide the funding through SHIP to cover the costs of the rehabilitation, as these costs exceeded the funding available under CDBG. The switch in programs provided a benefit to Ms. Bitton, as it made more funds available for her project.*

8) Ms. Bitton alleges that MBCDC has failed to contact her since November, 2006.  
*MBCDC denies this claim and informed staff that they repeatedly attempted to contact Ms. Bitton's attorney without success until recently. MBCDC has also advised us that a meeting between their attorney and Ms. Bitton's attorney was scheduled for February 15, 2007, but Ms. Bitton's attorney did not attend.*

### **Current Status**

Attorneys for both Ms. Bitton and MBCDC have been attempting to resolve this issue. Please see attached correspondence from MBCDC's attorneys (Attachments F and G) with proposed resolution of this matter, dating back to July, 2006.

City staff became aware of the problem in October, 2006. After unsuccessfully attempting to resolve the problems informally through phone calls and e-mails, City staff scheduled a meeting with MBCDC on November 14, 2006. Mr. Roberto DaTorre, President, and Mr. Karl Kennedy, Vice President and Housing Director, for MBCDC, indicated that they have previously recommended to Ms. Bitton that the most expeditious manner to resolve this issue is to continue the work with the original contractor and require completion of all work. MBCDC indicated that after a number of discussions with Ms. Bitton's attorney, it was agreed in September 2006 that Ms. Bitton would hire a new contractor to complete the work in the kitchen and the bathroom remodeling and the unfinished work would be Ms. Bitton's responsibility. According to MBCDC, Ms. Bitton did not pursue this agreed-upon action. Ms. Bitton denies this statement. However, Ms. Bitton did inform City staff that she did request funding to complete the work.

In the meeting of November 14, 2006, MBCDC indicated its willingness to complete the remaining rehabilitation work in the unit within the general rehabilitation guidelines of the SHIP program, even if the work required utilizing their own private funding. According to MBCDC, this would not include granite countertops and other finishes that Ms. Bitton wanted installed in the unit, as the program does not allow for upgraded finishes and materials. A response from Ms. Bitton's attorney was requested by Monday, November 13, 2006. According to MBCDC, a response was never received.

MBCDC advised us that a meeting was scheduled between MBCDC and Ms. Bitton for Thursday, February 15, 2007, to address the ongoing issues. However, according to MBCDC, Ms. Bitton refused to meet and requested that funds be disbursed directly to her so she may complete the work. Again, Ms. Bitton denies that she refused to meet and states that she is waiting for MBCDC to contact her attorney. MBCDC refused to grant the funding disbursement request as it does not comply with the program guidelines.

### **Staff Review and Recommendations**

In addition to the audit of the overall program, City staff has conducted an audit of the documents related to Ms. Bitton's application and her case file. Our review indicated the following:

- 1) The application completed by Ms. Bitton was titled "Home Buyer Assistance Program Preliminary Application." MBCDC has explained that they use one application for all of their homebuyer and rehabilitation programs. While subsequent paperwork clearly identified the source and amount of funding, staff has advised MBCDC that they will be required to develop applications for each of the programs to avoid any confusion in the future. MBCDC is already developing the separate application.
- 2) The initial inspection, title search and appraisal were all conducted as required.
- 3) The eligibility review process was handled according to program requirements.
- 4) Documentation for the checks paid to cover initial costs and purchases (e.g. A/C and appliances) was in proper order.
- 5) The Restrictive Covenant incorrectly reflects that this was filed as part of the SHIP homebuyer program. This was a typographical error based a template provided to MBCDC by the City, as it should have reflected the SHIP homeowner rehabilitation program. As subsequent documents signed by Ms. Bitton clearly indicate her acknowledgement that the funds were for her unit repairs, we believe this discrepancy can be corrected by filing a revised restrictive covenant. Additionally, a new, corrected template will be provided to MBCDC by the City.

6) It was found that MBCDC disbursed a total of \$28,069 in this matter as follows:

Inspection Report	140.00
Required Appraisal	200.00
Dade County Title-Lien Report	175.00
We fix it General Services - Central AC Unit	2,300.00
Brandsmart - Appliances	1,074.00
<u>Integral</u>	<u>24,180.00</u>
Total Payments	\$28,069.00

There are no issues with the five initial payments, as they are reimbursements for costs incurred.

In terms of the payments made for the contracted rehabilitation work covered by the Contractor Agreement between Ms. Bitton and Integral, Integral was advanced three checks each for \$8,060. Integral has returned \$8,060 to MBCDC and retained \$16,120 for their labor and materials. As previously indicated, Integral also provided \$8,000 in funding to Ms. Bitton from the advance they had received from MBCDC. Ms. Bitton has not returned those funds to Integral; Integral has advised MBCDC that they will pursue reimbursement of those funds directly from Ms. Bitton. Staff has advised MBCDC that they are not to advance checks concurrently. In addition, they have been advised their contractor agreement has to be reviewed and revised to reflect the mechanism by which checks will be provided to the contractor (direct payment from MBCDC or payment to owner for payment to MBCDC).

- 7) A review of the application package given to applicants by MBCDC reflects that there is no clear language that explains:
- Options available to the applicants, such as whether they may select their own contractor or, in the alternative, use a licensed/insured contractor selected by MBCDC;
  - the types of finishes and appliances that can/cannot be funded under the program (e.g. upgrades such as marble counters, etc. are not permitted under the program).
  - the different programs, eligibility criteria, limitations, expectations (such as the selection of a licensed contractor), how to resolve issues, etc.

To avoid confusion in the future, staff has directed MBCDC to develop an applicant package that clearly explains the above-referenced items and requires applicants to acknowledge (via signature) that they have received and understand these program rules/requirements/processes.

- 8) The program audit found that MBCDC did not comply with the timeliness regulations of the SHIP program which require that all of the monies awarded to MBCDC be spent within one year of the execution of the SHIP agreement between the City and MBCDC. In this case, all work was to be completed by June 30, 2006. Since MBCDC did not meet the timeliness regulations, MBCDC has returned the original SHIP allocation of \$39,741.90 to the City. The City is willing to re-release the funds if the issue is resolved and the construction is completed. However, if the issue is not resolved the funds will be set aside and made available in next Fiscal Year's SHIP allocation, and the restrictive covenant placed on Ms. Bitton's property will be rescinded. To avoid this issue in the future, MBCDC is requested to perform and document inspections throughout the repair/rehabilitation period, not only when the work is completed, to ensure project progress. In addition, MBCDC will be required to immediately report to the City whenever a project is at risk of not meeting the required timeline, or has failed to do so. The City is recommending to MBCDC that in future they consider the use of a mediator to resolve issues involving contractors and applicants and prevent delays that may cause funds to be recaptured.

In addition to the requirements of MBCDC delineated above, the City is immediately increasing the frequency of their program audits of MBCDC for the SHIP program from annually to semi-annually. In addition, staff will complete a review of the revised application packages within the next thirty

days to ensure they have addressed all of our issues and recommendations.

### **Conclusion**

The City contracts with numerous non-profit organizations to provide a variety of much-needed services to our residents. Needless to say, we expect excellent customer service from our funded sub-recipients. While it is logical that through the course of normal business not every customer will be satisfied, we expect each of our funded agencies to resolve any issues with program participants to the best of their abilities. The City's role is not to mediate disputes between sub-recipients and program participants, but to monitor the contracts or agreements that are executed between a sub-recipient and the City to ensure adherence to program regulations and the conditions listed in our agreement (e.g. that they are providing the services for which they were funded).

A review of the case clearly reflects that while the processes developed by MBCDC for the management of the program require much improvement, there is no evidence that leads us to believe that MBCDC engaged in any fraud or corruption related to this applicant. MBCDC's long-standing record of success in providing services under this and other programs for income-eligible clients, our internal review, as well as the State and HUD review of the agency and program confirm our belief that this matter is appropriately addressed between MBCDC and the applicant. We have reviewed the information on this case with the City Attorney, and he concurs with our conclusion, especially as this matter is now in the hands of the respective party's attorneys for possible remedies.

Should you have any additional questions or concerns, please do not hesitate to contact my office.

### **Attachments**

c: Hilda M. Fernandez, Assistant City Manager  
Vivian P. Guzman, Director, Neighborhood Services Department

**ATTACHMENT A**  
**(Restrictive Covenant)**

This instrument prepared by:  
Office of the City Attorney  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

(Space reserved for Clerk of Court)

## RESTRICTIVE COVENANT

**Galit Bitton**("Owner"),

their successors, heirs and assigns, owner(s) of the following property, hereby agree and covenant that the following property, located in the City of Miami Beach, Date County, Florida ("City") and legally described as:

UNIT NO. 306, OF THE KNIGHTBRIDGE, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEROF AS RECORDED IN OFFICIAL RECORDS BOOK 16776, AT PAGE 2016, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION.

**Property Address: 7133 BAY DRIVE, #306, MIAMI BEACH, FL 33141**

("Subject Property"), shall be subject to the following recapture provisions, covenants and restrictions:

State Housing Initiatives Partnership ("SHIP") Program funds in the amount of Forty Thousand Zero Dollars and Zero Cents (\$40,00.00) were utilized in the purchase of the Subject Property, in order to provide affordable housing for homebuyers in accordance with Chapter 67 - 37 of the Florida Administrative Code, the "SHIP Program Rule", as the same shall be amended from time to time. In consideration of these funds the Subject Property shall be subject to the following restrictions for a period of ten (10) years from the date of execution of this document.

The Owner(s) hereby covenant and agree as follows:

a) If the Subject Property is sold, transferred, rented or refinanced, other than in the manner stipulated in subsections (c) and (d) below, during the above-referenced ten (10) year period, the Owner shall repay to the City, the full amount of SHIP subsidy funds applied toward this transaction, at the time of any such sale, transfer, rental or refinancing of the Subject Property. If the net proceeds from such sale, are less than the full amount of the SHIP subsidy funds, in such amount as set forth above, the City shall recapture the entire balance of whatever net proceeds are available, for use in other eligible SHIP activities.

b) The SHIP subsidy funds referenced herein shall be payable at the time and in the manner stipulated in subsection (a) above; and with the exception of a first, second or third mortgage on the Subject Property, shall remain a lien superior in dignity to all other liens, titles, claims, mortgages, and/or other encumbrances, until paid.

c) In the event that title to the Subject Property is transferred, as a result of the death of the Owner to a surviving heir, or any other heir designated by the Owner, and said heir occupies the Subject Property as a principal residence, the household income qualifications requirements shall be waived. However, should said heir fail to occupy the Subject Property as a principal residence within six (6) months from the date of the Owner's death, and continue such occupancy thereafter, the full amount of SHIP subsidy funds, as set forth above, shall become due and payable to the City within one year from the date of the Owner's death.

d) Notwithstanding the restrictions contained in Section (a) above, Mortgagor shall be allowed to refinance the Premises without being subject to the provisions set forth therein so long as the amount of the refinancing does not exceed the then outstanding balance of the first mortgage.

e) It is specifically acknowledged by the parties hereto that the Subject Property must be occupied as a principal residence of the Owner for the duration of the term of years set forth hereinabove, and may not be used as a rental property during that period. Use of the property for rental purposes is an event of default hereunder. In order to further ensure the enforcement of subsection (c) above, any and all successors, heirs and assigns herein must obtain the prior written consent of the City Manager prior to the resale of the Subject Property.



**ATTACHMENT B**  
**(Work Order)**

**Work Order**

Job Name and Address: Galit Bitton, 7133 Bay Drive, #306,  
Miami Beach, FL 33141

Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**THE FOLLOWING WORK AND MATERIALS WILL BE USED FOR THIS JOB:**

*All blank spaces to be filled by homeowner assisted by MBCDC Employee.*

**Wall tiles:** Specify price, supplier, model number, color, color of grout, and location where the tiles are to be installed; This applies to bathrooms and kitchens only. BATHROOM TILES (WE NEED TILE SAMPLES OR NUMBER)

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**Kitchen Cabinets:** Specify price, manufacturer, type of cabinets, door handles/knobs and layout of the kitchen if different from existing or from proposed layout by the contractor.

CABINETS BASE AND WALLS, TOP COUNTER, BACK SPLASH, NEW SINK AND ACCESSORIES.

**Kitchen Fixtures:**

Sink type, model and price: \_\_\_\_\_

Faucet type, model number, price: \_\_\_\_\_

Other: \_\_\_\_\_

**Bathroom Fixtures:** Specify price, supplier, model number **Randitions**

Shower Valve (bathtub or shower faucet): FPBK #126751 \$280

Vanity Cabinet: \_\_\_\_\_

Vanity top and/or sink: 117280 #278

Tub: PLEBE DROPPIN

Water Closet (Toilet): 220007 TIOLET \$148.00

Vanity Faucet: 221507 \$178

**Windows:** BATHROOM/KITCHEN 26 BY 26 MILL 26915 \$40.37 EACH

**Lighting Fixtures:** Specify price, suppliers, model numbers, colors and locations

KITCHEN LIGHT (WE NEED THE LIGHT FIXTURE)

all under and in cabinet lighting to be included also above cabinet lighting to flood ceiling. All hardware installation.

75.

**Door Knobs:** Specify price, suppliers, model numbers, colors and locations

FRONT DOOR LOCKS PC SHERIDIAN XLAUREL 17388 \$129.00

BATHROOM DOOR 1 24"

BEDROOM DOOR 1 30"

75.

6 24" BYFLOD DOOR

4 PASSAGE LOCKS LAUREL 173861 \$25.99

1 PRIVACY LOCK 173863 \$26.99

**Windows:** REMOVE AND INSTALLATION OF EXISTING WINDOWS

**Shutters:** ONE ACCORDIAN SHUTTER 126" X 98"

**Crown Moulding and Baseboards:** PARTICLE BOARD MOULDINGS

**GENERAL WORKS**

9,610.00

INCLUDES DEMOLITION OF EXISTING KITCHEN TILES, SLAB REPARATION (NO STRUCTURAL, ONLY SURFACE) AND NEW TILES INSTALLATION

POP-CORN CEILING REMOVING AND CEILING FINISH.

PLINTH RAILS (2), PLINTH LEGS 6" 4 PACK (5 SETS).

RATIONELL INSERT FOR SPICE JARS, BEVELED EDGE DÉCOR STRIPS-BIRCH (4).

CUT BAR BY 24" AND REPLACE COUNTER-TOP TO COORDINATE WHIT REST OF KITCHEN (GRANITE COUNTER-TOP).

REMOVE AND INSTALL NEW DRY-WALL BY REFRIGERATOR TO COVER EXISTING SECOND DOOR, REPLACE EXISTING DRY-WALL AROUND FRONT DOOR.

REMOVE DRY-WALL OF FRONT CLOSET AND INSTALL TALL WARD CABINET.

INSTALL TWO INTERIOR LIGHTS TO TALL WARD CABINET.

CREATE AN ADDITIONAL ELECTRIC OUTLET IN BATHROOM.

INSTALL 4 RECESSED LIGHTS IN SOFFIT ABOVE VANITY, TOILET AND SHOWER

CREATE A 220V OUTLET.

CREATE PLUMBING CONNECTION FOR FUTURE WASHER AND DRYER SETUP.

**Comments and other types of work required by homeowner. Please specify in detail:**

GFI'S KITCHEN AND BATHROOM

ELECTRIC PANEL

FRONT DOOR STEEL PREHUNG FLUSH 36X80 42746 \$104.00

96.

BYFLOD DOOR 6 24" 10712 \$26.00 (SET 2)

Bathroom Door 24" Interior 10 LT Pine 8403 \$96

Bedroom Door 30" 15 Interior LT Pine 8405

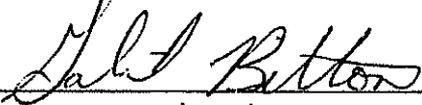
Miami Beach Community Development Corporation

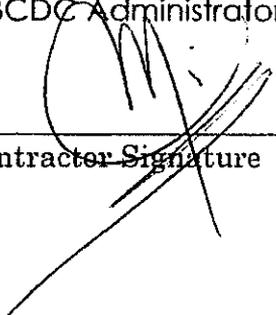
**PLEASE READ CAREFULLY BEFORE SIGNING:**

The contractor will use materials in accordance with MBCDC's *housing rehab for home ownership program* minimum requirements in each instance where the materials and other requirements are not specified by the homeowner. Contractor, homeowner and MBCDC administrator all agree on the above specifications of work and materials and understand if a change is necessary or desired, it will have to be approved by all three parties.

Any changes of work order (materials, work, or both) may cause major delays, increase price (as high as three times the normal price) and ultimately postpone completion of work. If homeowner requests a change to this work order, homeowner will be responsible for additional charges and time necessary to make those changes. All change requests will be submitted to the contractor in writing. The contractor will not stop the work until such a request is submitted and signed by the homeowner.

In cases of unforeseen and necessary work expansion (code violation corrections, building inspector's request for code upgrades, misc. hazard removal etc) the contractor will notify homeowner and MBCDC of additional time and funds necessary to complete the job.

  
Homeowner signature                      Galit Bitton                      July 29, 2005  
Print Name    Date

MBCDC Administrator Signature                      Print Name                      Date  
  
Contractor Signature                      Print Name                      Date  
July 16, 2005

**ATTACHMENT C**  
**(Contractor Agreement)**

# Contractor Agreement

THIS AGREEMENT, is made this by and between the "Contractor" and "Owner" to construct reconstruct, or rehabilitate, the "Property" :

## DEFINITIONS:

"Contractor": Integral Business & Investments Inc.

address: 13032 S.W. 141<sup>st</sup> Street, Miami, FL 33186

"Owner" Galit Bitton

address: 7133 Bay Road, #306, Miami Beach, FL 33141

"Property" : Same as above

---

The "Work": See "Exhibit A" (attached)

---

The OWNER and CONTRACTOR agree as follows:

## ARTICLE 1 - THE WORK

The Contractor agrees to furnish all labor, materials, equipment, permits, licenses and services for the proper completion of the construction, reconstruction or rehabilitation of the above identified Property as is described in "Exhibit A" which is attached hereto and incorporated herein by this reference (the "Work"). The Contractor agrees that materials supplied shall be as specified in the Work, and where required by applicable law, rule or regulation will have Dade County or other applicable governmental product approval. All Work shall be completed in a professional manner according to standard practices.

## ARTICLE 2 - TIME OF COMMENCEMENT AND COMPLETION

No Work shall be commenced by the Contractor until the Contractor has received a written Notice to Proceed from the Owner. The Notice to Proceed shall be issued within 5 business days after receipt by the Owner from the Contractor of conformed copies of all required permits and licenses and acceptance thereof by Owner. Work shall begin no later than FIVE business days after the Notice to Proceed is issued. All Work shall be completed pursuant to the standards set forth in Article 1 within 45 days after the Notice to Proceed is issued.

## ARTICLE 3 - CONTRACT SUM

\_\_\_\_\_ MB

This is a fixed sum contract. The OWNER shall pay to the Contractor for the performance of the Work, the contract sum of \$32,240.00. The contract sum and the scope and requirements of the Work may be changed only upon execution of a Change Order by Owner and Contractor.

#### **ARTICLE 4 - PAYMENTS**

The Owner shall make payments on account of the contract, upon requisition by the Contractor as follows (insert specifics of payments):

1<sup>st</sup> Payment \$8,060.00  
2<sup>nd</sup> Payment \$8,060.00  
3<sup>rd</sup> Payment \$8,060.00  
Final Payment \$8,060.00

Final payment will be made seven days after the Work has been satisfactorily completed and the Owner has either received a Certificate of Completion issued by the relevant jurisdiction of local government or the Contractor has submitted to the Owner proof that all final inspections have been made approved by the relevant unit of local government.

#### **ARTICLE 5 - CONTRACTORS INSURANCE**

The Contractor shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of his fault or negligence in connection with this contract. The Contractor shall, prior to commencing Work, furnish written evidence of comprehensive liability insurance coverage protecting the Owner in the event of bodily injury, including death, accident and property damage arising out of the Work performed by the Contractor, to the limits required by the State of Florida Insurance Commission. The Contractor shall also furnish written evidence of coverage in accordance with Florida Worker's Compensation Laws.

#### **ARTICLE 6 - SUBCONTRACTS**

All subcontractors shall be bound by the terms and conditions of this contract. Contractor shall furnish to the Owner and owner's lender in writing, a list of names of the subcontractors proposed for any portion of the Work. The Contractor shall not assign this contract to or otherwise transfer any of its duties, obligations or responsibilities hereunder to any other person without the written consent of the Owner.

#### **ARTICLE 7 - GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall supervise and direct the Work using his best skills and attention.

The Contractor shall provide Owner with written evidence that he has secured and paid for all licenses and permits necessary for the proper execution of the Work and upon completion of the Work shall provide written evidence that all Work has been inspected and approved by the appropriate Building Officials

\_\_\_\_\_ AB

The Contractor shall not employ on the Work any person unfit or not skilled in the task assigned to him.

The Contractor shall be responsible for acts and omissions of all his employees and agents, all subcontractors, suppliers and material men, their respective employees and agents and all other persons performing any of the Work.

The Contractor shall at all times keep the premises free from any accumulation of waste materials and rubbish caused by the Work.

The Contractor shall permit the Owner and the Owner's lender to examine and inspect the Work at any reasonable time and will attend a pre-construction meeting as described in Article 8.4 of this contract.

The Contractor shall furnish to the Owner and the Owner's lender the names, addresses and telephone numbers of the firms to be contacted for services to the various appliances or other equipment to be installed or repaired under this contract.

The Contractor will furnish to the Owner's lender a scheduled of completion, with milestones and goals for the timely completion of the contract.

The Contractor will exercise due diligence in the completion of the Work, and will not delay or cause to be delayed the completion of this contract.

#### **ARTICLE 8 - GENERAL RESPONSIBILITIES OF THE OWNER**

The Owner shall permit the Contractor to use at no extra cost, existing utilities (if available) such as light, heat, power and water necessary for the proper execution and completion of Work.

The Owner shall cooperate and shall cause all occupants to cooperate with the Contractor to facilitate the performance of the Work, including the removal and replacement of rugs, furniture and clothing if necessary.

The Owner shall be responsible for the proper use and care of the property including all equipment and appliances.

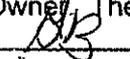
The Owner shall attend a pre-construction meeting with the Owner's lender and the Contractor, in which all details of the Work to be performed will be reviewed.

The Owner shall provide the Contractor with access to the property during normal working hours on normal working days.

The Owner shall permit the Owner's lender to examine and inspect the Work under this contract at any reasonable time

#### **ARTICLE 10 - CHANGES IN THE WORK**

Except in any emergency endangering life or property, no change in the Work shall be made by the Contractor unless he has received a prior written order signed by the Owner. The contract

\_\_\_\_\_ 

sum and contract time may be changed only by a change order. No monies in addition to the contract sum set forth in Article 3 hereof shall be paid to Contractor unless supported by a written change order. Contractor shall be solely responsible and liable for any costs or expenses arising out of or related to the Work which are in excess of the contract sum.

**ARTICLE 11 - GUARANTEES AND WARRANTIES**

The Contractor shall correct any Work that fails to conform to the Work and shall correct all defects due to faulty materials, equipment or workmanship which appear during the progress of the Work or within a period of 1 year from the date of final acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Work. The provisions of this Article shall apply to Work performed by subcontractors as well as Work performed by the Contractor.

**ARTICLE 13 - TERMINATION OF CONTRACT BY OWNER**

If the Contractor defaults or fails to carry out the Work in accordance with the Work or fails to perform any provision of the contract, the Owner, may, after 7 days written notice, terminate this contract and finish or cause the Work to be finished in a manner and by such person or persons as Owner shall select, all in conformance with the terms of this contract. If the unpaid balance of the contract sum exceeds the expense of finishing the Work such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner within five business days of written demand thereof. No such payments shall be recovered by the Owner or Contractor until a fixed price of finishing the Work has been determined by the Owner by an approved work contract.

**ARTICLE 14 - TERMINATION OF CONTRACT BY THE CONTRACTOR**

If the Owner fails to perform any material provisions of the contract, the Contractor may, upon 7 days written notice to the Owner and the Owner's lender terminate the contract and recover from the Owner payment for all work satisfactorily completed including reasonable profit.

**ARTICLE 18 - LIQUIDATED DAMAGES**

Liquidated damages will accrue at a rate of \$100.00 dollars per day, for each day the completion of the Work exceeds the established completion date as described in Article 2 of this Contract. These liquidated damages will be deducted from the final payment at the completion of the contract

This Contract becomes effective and binding upon the Contractor and the Owner(s) when signed by both parties in the spaces provided below.

\_\_\_\_\_ AB

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER:  
Galt Bitton  
Signature

Date: July 29, 2005

Galt Bitton  
Print Name

ADDITIONAL OWNER (if any)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**ATTACHMENT D**  
**(Letter from Ms. Bitton terminating contract with Integral)**

February 15, 2006

To: Jose D. Mendoza  
Owner of Integral Business & Investments Inc.

I am hereby notifying Integral Business & Investments Inc. and Jose D. Mendoza that I as "Owner" of 7133 Bay Drive # 306 am terminating our contractor agreement as per my rights in Article 13, seven days from today, February 21, 2006. Mr. Mendoza and Integral Business & Investments Inc. heretofore referred to as "Contractor" has/have repeatedly defaulted on our contract signed July 29, 2005.

"Contractor" has failed to comply with Article 1 - has repeatedly not purchased material even as I constantly request it, licenses and permits are not being pulled and/or being provided to me for the "work"

"Contractor" has failed to comply with Article 2 - the "work" is nowhere near completed and as of today, February 15, 2006 we are 153 days past the Sept. 15, 2005 date of completion as per our contract. Notice to Proceed was given in writing on July 29, 2005 the date I signed our contract. The kitchen has no electricity, flooring, fixed ceiling, or any appliances or cabinets installed. It is a shell. The bathroom has the tub installed but no plumbing installed and no water coming in to the unit. The toilet has yet to be purchased even though the list of material was given to "contractor" in July, and the vanity is not installed. Basically, nothing is done! The only work almost completed this entire time since July 2005 is the installation of the shutters which is still not completed due to not having secured them fully to the balcony!

"Contractor" has failed to comply with Article 5 - I have not received any evidence of any insurance and am still owed money for having to call an emergency plumber to fix a leak created by an employee of the "contractor".

"Contractor" has failed to comply with Article 6 - no list of subcontractors has been given and it has been a constant struggle as I insist on having licensed workers as the "contractor" ignores my requests.

"Contractor" has failed to comply with Article 7 - refusing to show me electrical and plumbing permits that I insist on, has not been responsible for the acts of his employees, does not remove trash in a timely manner, has not furnished any list of firms contracted, has not furnished a schedule of completion of any sort, and has constantly caused delay of the completion of our contract by not purchasing materials, not providing employees, or even returning any phone calls.

"Contractor" has failed to comply with Article 11 – employees of "contractor" incorrectly put down the marble flooring in the kitchen and the entire floor cracked within 48 hours of it being laid down, over 2 months ago. It has still not been fully removed or replaced and "contractor" keeps asking if he can just replace the center of the floor and leave broken marble tiles against the walls!

Integral Business & Investments Inc. and Jose D. Mendoza are thus terminated and as per Article 13 are notified that "Owner" will "finish or cause the Work to be finished in a manner and by such person or persons as Owner shall select, all in conformance of this contract....If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the owner within five business days of written demand thereof."

I have not been able to live in my home this entire time and have been having to pay for another apartment and as of today have no water or electricity available to me at all in the unit since the work is not completed.

As per Article 18 of the Contractors Agreement, Owner, Galit Bitton, demands liquidated damages from September 16, 2005 till February 21, 2006, the date of termination of the contract.

Galit Bitton,  
"Owner"

A handwritten signature in black ink that reads "Galit Bitton". The signature is written in a cursive style with a large initial "G" and a long horizontal stroke at the end.

February 15, 2006

**ATTACHMENT E**  
**(Letter from Ms. Bitton's attorney)**

## Higer Lichter & Givner

2999 NE 191<sup>ST</sup> STREET, SUITE 700  
AVENTURA, FLORIDA 33180-3116

TELEPHONE (305) 933-9970  
FACSIMILE (305) 933-0998  
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PEDRO MENOCA  
Of Counsel  
pmenocal@HLGLawyers.com

LITIGATION

REAL ESTATE

CORPORATE

MEDIATION

INTELLECTUAL PROPERTY

PERSONAL INJURY / WRONGFUL DEATH

June 29, 2006

Mr. Juan Luis Valderrama  
d/b/a Integral Business and Investments, Inc.  
13032 S.W. 141<sup>ST</sup> Street  
Miami, Florida 33186

**Re: Contractor Agreement between Integral Business & Investments, Inc.  
and Galit Bitton, dated July 29, 2005**

Dear Mr. Valderrama:

As you know, you were among the contractors that the Miami Beach Community Development Corporation ("MBCDC") provided to Galit Bitton when she qualified for the MBCDC's Owner Occupied Repair Assistance Program (the "Program").

Once selected, you entered into a Contractor Agreement (the "Agreement") with Ms. Bitton pursuant to which you were to repair and work on her apartment in accordance with the Work Order attached to the Agreement. Copies of the Agreement and the Work Order are enclosed herewith.

Pursuant to the agreement, payments in the amount of approximately \$32,000 have been made to you by the MBCDC on Ms. Bitton's behalf.

You began to work on the project on September 1, 2005. Pursuant to the Work Order and Article 2 of the Agreement, you were to complete your work on or before October 16, 2005. It is now more than 8 months later and you still have not finished the job. To date, you are 257 days overdue. This means that you are liable for \$25,700 in liquidated damages under Article 18 of the Agreement.

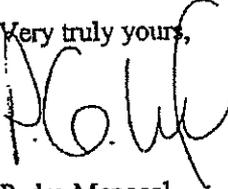
Your breach has also contributed to substantial damages to Ms. Bitton's real and personal property.

*Letter to Valderrama*  
*June 11, 2006*  
*Page 2 of 2*

Demand is hereby made for payment of \$25,700 within five days of the date of this letter. If you wish to resolve this matter, you should contact me no later than noon, Monday, July 3, 2006.

Otherwise, I will have no choice but to peruse a cause of action against you and Integral Business and Investments, Inc. for the damage and destruction to Ms. Bitton's apartment and personal property, liquidated damages under the Agreement, and any consequential damages, such as rent and other expenses that she has incurred as a result of not being able to live in her apartment for almost an entire year.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

Very truly yours,  
  
Pedro Menocal

cc: Elisabeth D. Kozlow  
Galit Bitton

**Higer Lichter & Givner**  
ATTORNEYS AT LAW

**ATTACHMENT F**  
**(MBCDC Letter of July 13, 2006)**

201 ALHAMBRA CIRCLE | SUITE 1102 | CORAL GABLES, FLORIDA 33134 | MIAMI-DADE 305.442.3334  
BROWARD 954.781.1134 | FAX 305.443.3292 | TOLL FREE 800.737.1390

STEVEN M. SIEGFRIED  
OSCAR R. RIVERA  
LISA A. LERNER  
HELIO DE LA TORRE  
STUART H. SOBEL  
MARIA VICTORIA ARIAS  
JAMES F. HARRINGTON  
ELISABETH D. KOZLOW  
MICHAEL J. KURZMAN  
JOSEPH A. MILES

EKOZLOW@SIEGFRIEDLAW.COM

REPLY TO CORAL GABLES OFFICE

July 13, 2006

VIA TELEFAX 786-513-3887

Pedro Menocal, Esquire  
Attorney at Law  
155 Sunrise Drive, #107  
Key Biscayne, Florida 33149

Re: Miami Beach Community Development Corporation, Inc. - Galit  
Bitton  
7133 Bay Road, #306, Miami Beach, Florida 33141

Dear Mr. Menocal:

In accordance with our recent conversations regarding the situation with Ms. Bitton's unit, we have come up with the following options to resolve this matter.

The first and most expeditious option will be to have her original contractor finish the work that he has already started. The Scope of Work will be completed within forty-five (45) days in accordance with the original contract. However, Ms. Bitton must pay back the \$8,060.00 that the contractor (after receiving payment from Miami Beach Community Development Corporation, Inc.) paid directly to her. I understand that Ms. Bitton has purchased some materials with those funds. If so, she must deliver the materials she purchased to be incorporated into her home as part of the community-sponsored repairs. The second option is to have the work completed by one of two other contractors who have bid for the work. However, because about fifty percent (50%) of the original funds have been used, they will only do the work in accordance with the attached revised Scope of Work. The chart my client has prepared shows the original Scope of Work to be performed by the first contractor next to the adjusted Scope of Work which would be done by one of the replacement contractors. Because monies have been paid to the original contractor, the Scope of Work had to be reduced and omits items that are not code required.

ROBERTO C. BLANCH  
LAURIE STILLWELL COHEN  
GEORG KETELHORN  
ANDREW M. HINKES  
ENRIQUE M. LOPEZ  
IVETTE MACHADO  
LAURA M. MANNING  
HEATHER R. MARK  
PETER MELTZER  
MICHAEL METTA  
YVIVEN T. MONTZ  
RAUL MORALES  
FRAN F. MUSSELWHITE  
ROBERT NEMBROW  
HOWARD J. PERL  
JASON M. RODGERS-DA CRUZ  
CARIDAD RUSCONI  
L. CHERE TRIGG  
LADREN M. VIDAS

OF COUNSEL  
H. HUGH McCONNELL, P.A.

In either instance, the unit will be fumigated and cleaned. However, two items are critical to finishing the work on this project. First, under either option, Ms. Bitton must provide the contractor with a key and unlimited access to the unit from 7:00 A.M. to 4:00 P.M., Monday through Friday. From what I have been told, a lot of the problems with the contractor resulted out of his failure to obtain access to perform work. Second, Ms. Bitton must utilize the materials she purchased with the \$8,060.00 and withhold the balance of the cash to be paid to the contractor (original or new) towards the Scope of the Work. Please understand that those monies are state funds which do not belong to the City of Miami Beach. The funds have been earmarked to pay for the construction improvements outlined in the program and not for payments towards rent, mortgage payments or other personal use. Had Ms. Bitton advised either the contractor or Miami Beach Community Development Corporation, Inc. that she needed to rent an apartment while the improvements were being performed, they could have found community housing for her to stay in.

Please discuss these options with your client and advise which alternative she has elected in order to complete the work on her unit.

Sincerely,

SIEGFRIED, RIVERA, LERNER,  
DE LA TORRE & SOBEL, P.A.

Elisabeth D. Kozlow

EDK/st  
Attachment

cc: Roberto Datorre, President and Manuel Forero, Project Manager, Miami Beach  
Community Development Corporation, Inc. (with attachment)  
VIA REGULAR MAIL

H:\LIBRARY\CASES\4222\2030021\RLB014.DOC

GALIT BITTON

7133 BAY DR. MIAMI BEACH FL. 33141

SCOPE OF WRK BY OWNER	ADJUSTED SCOPE OF WORK
1.REPLACE FRONT DOOR	1. OMIT
2.BLOCK SECONDARY MEAN OF EGRESS WITH DRYWALL	2. OMIT
3.LEVEL KITCHEN FLOOR WITH CONCRETE	3. OMIT
4.APPLY STAINED CONCRETE AT KITCHEN FLOOR POLISH & SEAL	4. OMIT
5.REPLACE 5 GFCI'S @ KITCHEN	5. REPLACE 5 GFCI'S @ KITCHEN
6.INSTALL KITCHEN LIGHT FIXTURE	6. INSTALL KITCHEN LIGHT FIXTURE
7.WIRE AND INSTALL UNDER THE COUNTER LIGHTING	7. OMIT
8.ASSEMBLE AND INSTALL KITCHEN CABINETS	8. ASSEMBLE AND INSTALL KITCHEN CABINETS
9.BUILD DRYWALL STAND FOR COUNTER BAR-TOP	9. BUILD DRYWALL STAND FOR COUNTER BAR-TOP
10.INSTALL GRANITE COUNTERTOP AT KITCHEN & BAR-TOP	10. INSTALL MICA COUNTERTOP AT KITCHEN & BAR-TOP
11.KITCHEN PIPE FITTINGS	11. KITCHEN PIPE FITTINGS
12.INSTALL KITCHEN SINK AND SETS	12. INSTALL KITCHEN SINK AND SETS
13.PROVIDE NEW PLUMBING LINE TO BALCONY	13. OMIT
14.REPLACE BREAKER BOX AND PANEL	14. OMIT
15.INSTALL APPLIANCES	15. INSTALL APPLIANCES EXISTING
16.FURNISH & INSTALL STAINLESS STEEL PLATE FOR REFRIGERATOR	16. OMIT
17.FINISH WINDOW INSTALLATION	17. FINISH WINDOW INSTALLATION
18.ASSEMBLE AND INSTALL NEW CLOSET AT LIVING AREA	18. ASSEMBLE AND INSTALL NEW CLOSET AT LIVING AREA
19.CREATE DRYWALL FILLERS TO COMPLETE CLOSET INSTALLATION	19. OMIT
20.PLASTER AND FINISH CEILING AT KITCHEN AND LIVING	20. PAINT CEILING AT KITCHEN AND LIVING AREAS
21.INSTALL EXISTING ACCORDION SHUTTERS AT BALCONY	21. INSTALL EXISTING ACCORDION SHUTTERS AT BALCONY
22.INSTALL PLUMBING SET AT BALCONY	22. OMIT
23.FINISH PIPE FITTINGS FOR LAUNDRY AREA	23. REMOVE OR CAP PIPE FITTINGS
24.INSTALL EXISTING WASHER DRYER	24. OMIT
25.INSTALL EXISTING BATHROOM DOOR	25. INSTALL EXISTING BATHROOM DOOR
26.BATHROOM PIPE FITTINGS	26. BATHROOM PIPE FITTINGS
27.INSTALL JACUZZI TUB	27. INSTALL JACUZZI TUB ONLY NO ELECTRICAL WORK
28.INSTALL EXISTING VANITY AND SINK	28. INSTALL EXISTING VANITY AND SINK
29.INSTALL BATHROOM PLUMBING SETS	29. INSTALL BATHROOM PLUMBING SETS
30.INSTALL GLASS TILE AT BATHROOM WALLS	30. INSTALL CERAMIC TILE AT BATHROOM WALLS
31.INSTALL FLOOR TILE AT BATHROOM	31. INSTALL CERAMIC FLOOR TILES AT BATHROOM
32.RE-DO ELECTRICAL WORK AT BATHROOM	32. RE-DO ELECTRICAL WORK AT BATHROOM
33.FURNISH AND INSTALL MIRRORS AND FIXTURES AT BATHROOM	33. CONNECT EXISTING MIRRORS AND FIXTURES AT BATHROOM
34.CLOSE BATHROOM CEILING AND WALLS WITH DRYWALL	34. CLOSE BATHROOM CEILING AND WALLS WITH DRYWALL
35.FINISH BATHROOM WINDOW INSTALLATION	35. FINISH BATHROOM WINDOW INSTALLATION
36.ASSEMBLE AND INSTALL WASHER DRYER AREA CLOSET	36. ASSEMBLE AND INSTALL WASHER DRYER AREA CLOSET
37.CREATE DRYWALL FILLERS TO COMPLETE CLOSET INST. AT W/D	37. OMIT
38.ASSEMBLE AND INSTALL NEW CLOSET AT BEDROOM	38. OMIT
39.CREATE DRYWALL FILLERS TO COMPLETE CLOSET INSTALLATION	39. OMIT
40.FURNISH AND INSTALL 3 SINGLE HUNG 1/1 WINDOWS	40. OMIT
41.INSTALL 5/16" BASEBOARDS AND CASING THRU-OUT APARTMENT	41. INSTALL 3" VINYL BASEBOARDS ONLY THRU-OUT APARTMENT
42.SELECTIVE DEMOLITION	42. SELECTIVE DEMOLITION
43.PATCH AND PAINT ENTIRE UNIT	43. PAINT UNIT ONE COLOR WHITE
44.CLEANING FINAL CLEANING	44. CLEANING FINAL CLEANING
SUBTOTAL	SUBTOTAL
15% OVERHEAD & PROFIT	15% OVERHEAD & PROFIT
TOTAL	TOTAL

**ATTACHMENT G**  
**(MBCDC Letter of September 15, 2006)**

201 ALHAMBRA CIRCLE | SUITE 1102 | CORAL GABLES, FLORIDA 33134 | MIAMI-DADE 305.442.3334  
 BROWARD 954.781.1134 | FAX 305.443.3292 | TOLL FREE 800.737.1390

STEVEN M. SIEGFRIED  
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 JOSEPH A. MILES

EKOZLOW@SIEGFRIEDLAW.COM

REPLY TO CORAL GABLES OFFICE

September 15, 2006

VIA TELEFAX 786-513-3887

Pedro Menocal, Esquire  
 Attorney at Law  
 155 Sunrise Drive, #107  
 Key Biscayne, Florida 33149

Re: Miami Beach Community Development Corporation, Inc.  
 ("MBCDC") - Galit Bitton  
 7133 Bay Road, #306, Miami Beach, Florida 33141

Dear Pedro:

After extensive discussions between my client and the previous licensed contractor for Ms. Bitton's unit, together with discussions with potential replacement contractors, my client has proposed the following solution and revised scope of work. If your client accepts this proposal, the work will be started and completed as expeditiously as possible. This proposal was based on several factors, including but not limited to: the original contractor's refusal to complete the work under the scope of work in the contract, your client's use of the \$8,000.00 in funds which were earmarked for construction materials and labor, the best estimate from the most qualified licensed contractor willing to perform the work. The contractor that will perform the work is J. Cappelletti, Inc., a licensed general contractor that has done several projects for MBCDC. If your client does not accept this proposal, she may retain her own contractor to complete the rest of the work and my client will turnover the balance of the funds to her contractor and she shall be solely responsible to pay for any overages.

Proposed Scope of Work: Please see attached Exhibit "A".

In exchange, my client requires Ms. Bitton comply with the following conditions in order to proceed with the above-referenced scope of work:

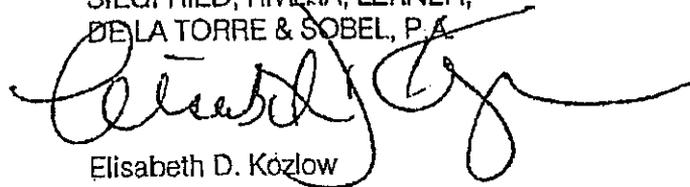
ROBERTO C. BLANCH  
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 IVETTE MACHADO  
 LAURA M. MANNING  
 PETER MELTZER  
 MICHAEL METTA  
 VIVIEN T. MONTZ  
 RAUL MORALES  
 FERN F. MUSSELWHITE  
 ROBERT NEMROW  
 HOWARD J. PERL  
 JASON M. RODGERS-DA CRUZ  
 CARIDAD RUSCONI  
 L. CHEIRE TRIGG  
 OF COUNSEL  
 H. HUGH McCONNELL, P.A.

1. The new contractor will work under the existing permit pulled by the original contractor to avoid expediting permit fees. The new contractor will close the existing open permit for kitchen and bathroom remodeling. All change of contractor applications required will be filed. The new contractor will coordinate this with the original contractor.
2. Ms. Bitton will provide a key for unit access to the new contractor. We cannot agree that Ms. Bitton will allow entry to the contractor whenever she desires to show up. At the end of construction, the key will be returned to Ms. Bitton by the new contractor.
3. Any unfinished work, such as the new water line to the balcony and the washer/dryer installation and accordion shutter installation are the responsibility of Ms. Bitton to complete and to obtain condominium board approvals, which are required. She will also be required to have proper permits pulled for this work by the contractor she selects.
4. Ms. Bitton shall agree and comply with City of Miami Beach's ten (10) year restrictive covenant which she signed on June 22, 2005.
5. MBCDC and Ms. Bitton will release each other from all liability.

Please discuss this matter with your client and if the proposed work is acceptable to your client, please notify me immediately so that my client can direct the new contractor to commence work.

Sincerely,

SIEGFRIED, RIVERA, LERNER,  
DE LA TORRE & SOBEL, P.A.



Elisabeth D. Kozlow

EDK/st  
Attachment

cc: Roberto Datorre, President and Manuel Forero, Project Manager, Miami Beach  
Community Development Corporation, Inc. (with attachment)  
VIA E-MAIL

## EXHIBIT "A"

### SCOPE OF WORK:

#### 1.0 KITCHEN AREA

- 1.1 Wire and install 5 GFCI'S at kitchen as required by code when remodeling kitchen.
- 1.2 Install one center kitchen light fixture provided by owner.
- 1.3 Relocate electric receptacle at bar top area.
- 1.4 Drywall and finish framed bar top.
- 1.5 Assemble and install owner provided kitchen cabinets.
- 1.6 Furnish and install new Wilson art Mica counter top color selection by owner with full backsplash.
- 1.7 Kitchen plumbing pipe fittings for kitchen sink, dishwasher and refrigerator.
- 1.8 Install owner provided kitchen sink, and faucet.
- 1.9 Install owner provided appliances.
- 1.10 Properly install kitchen window and verify compliance with code.
- 1.11 Install porcelain floor in kitchen area. Material will be selected by Mrs. Bitton from MBCDC's catalog for the program. Note that in order to properly separate the laminate wood flooring and the porcelain tile the existing circular cut separating the kitchen from the living area must be changed to straight cuts for threshold installation and proper finish.

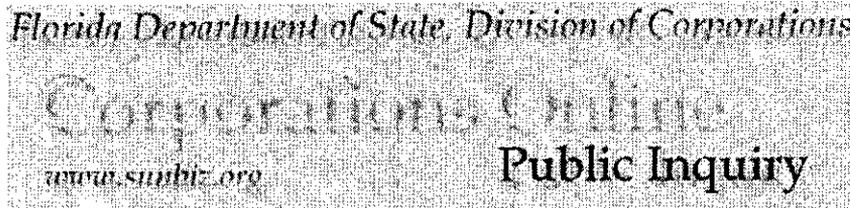
#### 2.0 MASTER BATHROOM

- 2.1 Install owner provided bathroom door.
- 2.2 Remove romex cable from electrical installation for bathroom lights and replace it for BX cable as per code. Connect to existing Hi-hats.
- 2.3 Bathroom plumbing pipe fittings
- 2.4 Install bathroom Gypsum drywall systems at walls and soffits.
- 2.5 Install porcelain tile at floor and bathtub wall areas. Material will be selected by Mrs. Bitton from MBCDC's catalog for the program.
- 2.6 Install one new GFCI as per code.
- 2.7 Install owner provided vanity, sink and toilet.
- 2.8 Finish existing bathtub installation.
- 2.9 Install owner provided mirror or medicine cabinet.
- 2.10 Install owner provided bathroom plumbing sets.
- 2.11 Properly install bathroom window (see note at division 1.11)

### 3.0 GENERAL WORK

- 3.1 Selective Demolition where required.
- 3.2 Install 3" wood baseboards where required.
- 3.3 Paint unit color selection by owner up to three colors. This does not include the application of textures removed by owner. Two coats of paint will be applied over the existing surfaces.
- 3.4 Professional pest extermination of unit.
- 3.5 Cleaning and final cleaning.
- 3.6 Move and rearrange furniture before owner occupation.

**ATTACHMENT H**  
**(Integral Business and Investments, Inc –**  
**Corporate License and Insurance Information)**



## Florida Profit

### INTEGRAL BUSINESS AND INVESTMENTS, INC.

#### PRINCIPAL ADDRESS

10300 SW 72 STREET  
#318  
MIAMI FL 33173  
Changed 07/07/2004

#### MAILING ADDRESS

10300 SW 72 STREET  
#318  
MIAMI FL 33173  
Changed 07/07/2004

**Document Number**  
P00000068842

**FEI Number**  
651029868

**Date Filed**  
07/19/2000

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
NONE

## Registered Agent

<b>Name &amp; Address</b>
CUESTA, GERMAN 7227 NORTHWEST 113 COURT MIAMI FL 33178
Name Changed: 02/01/2005
Address Changed: 02/01/2005

## Officer/Director Detail

<b>Name &amp; Address</b>	<b>Title</b>
VALDERRAMA, JUAN L 13032 SOUTHWEST 141 STREET  MIAMI FL 33186	PS

## Annual Reports

Report Year	Filed Date
2004	03/29/2004
2005	02/01/2005
2006	03/30/2006

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No Events  
No Name History Information

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## Document Images

Listed below are the images available for this filing.

<a href="#">03/30/2006 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">02/01/2005 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/29/2004 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">01/21/2003 -- COR - ANN REP/UNIFORM BUS REP</a>
<a href="#">02/04/2002 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/21/2001 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">07/19/2000 -- Domestic Profit</a>

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

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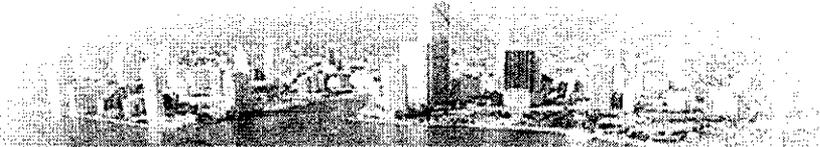
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**Building Code  
Compliance**

Search:



**miamidade.gov**



MI

Resident

Visitor

Business

Employee

## Contractor/Qualifier search by name

Name	Type	Number	Status
INTEGRAL BUILDING CORPORATI	C	CGC1505669	A
INTEGRAL BUSINESS AND INVES	C	CGC1505450	A
INTEGRATECH BUILDERS INC	C	CGC1511838	A
INTEGRATED BUILDING TECHNOL	C	EC0001179	R

Types: C = contractor T = tradesman

Status: A = active R = restricted S = suspended

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E-mail your comments, questions and suggestions to [Webmaster](#)

This page was last edited on: July 17, 2001

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<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OF ID AT INTEG-3	DATE (MM/DD/YYYY) 04/19/04
PRODUCER Insurance Marketers, Inc. 141 Almeria Avenue Coral Gables FL 33134 Phone: 305-442-9507 Fax: 305-447-8527	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW		
INSURED  Integral Business & Investment 10500 SW 72nd Street, Ste 470C Miami FL 33173	INSURERS AFFORDING COVERAGE INSURER A: North American Specialty Ins. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EXG0007389-00	03/05/04	03/05/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ASG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

595977614

<b>CERTIFICATE HOLDER</b>  MIAMIDA  Miami Dade County Building & Zoning Dept. 12153 Coral Way Miami FL 33145	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID #  
INTEG-3

DATE (MM/DD/YYYY)  
04/19/04

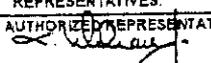
<b>PRODUCER</b> Insurance Marketers, Inc. 141 Almeria Avenue Coral Gables FL 33134 Phone: 305-442-9507 Fax: 305-447-8527	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Integral Business & Investment 10300 SW 72nd Street, Ste 470C Miami FL 33173	INSURER A: North American Specialty Ins.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BXG0007389-00	03/05/04	03/05/05	EACH OCCURRENCE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION 1940 NORTH MONROE ST. TALLAHASSEE FL 32399-0783	<b>CANCELLATION</b> STATE-4 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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TOM GALLAGHER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law .

EFFECTIVE DATE: 04/23/2004      \*\* EXPIRATION DATE: 04/23/2006

PERSON: VALDERRAMA JUAN

FEIN: 651029868

BUSINESS NAME: INTEGRAL BUSINESS & INVESMENTS INC

AND ADDRESS: 10300 SW 72 STREET  
#470C  
MIAMI FL 33173

SCOPE OF BUSINESS OR TRADE:

**MEETS REISSUANCE REQUIREMENTS**

**MEETS REISSUANCE REQUIREMENTS**

**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter .

DWC -252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04

QUESTIONS? (850) 488-2333

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION



CONSTRUCTION INDUSTRY  
CERTIFICATE OF EXEMPTION FROM FLORIDA  
WORKERS' COMPENSATION LAW

EFFECTIVE: 04/23/2004  
\*\* EXPIRATION DATE: 04/23/2006

PERSON: VALDERRAMA JUAN  
FEIN: 651029868

BUSINESS NAME: INTEGRAL BUSINESS & INVESMENTS  
AND ADDRESS: 10300 SW 72 STREET  
#470C  
MIAMI FL 33173

SCOPE OF BUSINESS OR TRADE:

**MEETS REISSUANCE REQUIREMENTS**

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**IMPORTANT**

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter .

QUESTIONS? (850) 488-2333

CUT HERE

\* Carry bottom portion on the job , keep upper portion for your records .

MIAMI-DADE COUNTY 2004 OCCUPATIONAL LICENSE TAX 2005 FIRST-CLASS  
 TAX COLLECTOR MIAMI-DADE COUNTY - STATE OF FLORIDA U.S. POSTAGE  
 140 W. FLAGLER ST. EXPIRES SEPT. 30, 2005 PAID  
 14th FLOOR MUST BE DISPLAYED AT PLACE OF BUSINESS MIAMI, FL  
 MIAMI, FL 33130 PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10 PERMIT NO. 231

THIS IS NOT A BILL TO NOT PAY  
 RENEWAL LICENSE NO. 478814-8

458629-4  
 BUSINESS NAME/LOCATION  
 INTEGRAL BUSINESS AND INVESTMENTS  
 INC 318  
 10300 SW 72 ST  
 33173 UNIN DADE COUNTY  
 OWNER  
 INTEGRAL BUSINESS & INVSTMTS INC EMPLOYEE/S  
 4  
 Sec. Type of Business  
 218 INVESTMENTS/LAND DEVELOPMENT

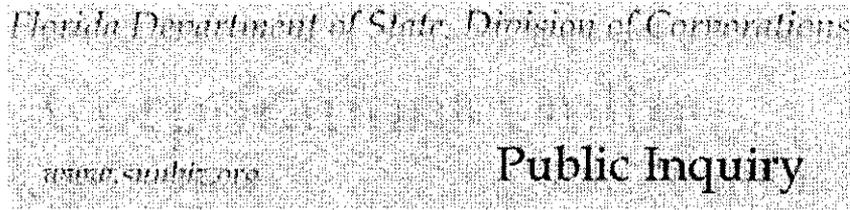
THIS IS AN OCCUPATIONAL  
 TAX ONLY. IT DOES NOT  
 PERMIT THE LICENSEE TO  
 VIOLATE ANY EXISTING  
 REGULATORY OR ZONING  
 ORDINANCES OF THE COUNTY OR  
 CITIES. NOR DOES IT  
 EXEMPT THE LICENSEE  
 FROM ANY OTHER LICENSE  
 OR PERMIT REQUIRED BY  
 LAW. THIS IS NOT A  
 LICENSEE'S QUALIFICA-  
 TION.  
 DO NOT FORWARD  
 INTEGRAL BUSINESS AND INVESTMENTS  
 INC  
 JUAN VALDERRAMA PRES  
 10300 SW 72 ST #318  
 MIAMI FL 33173

PAYMENT RECEIVED  
 MIAMI-DADE COUNTY TAX  
 COLLECTOR:  
 09/01/2004  
 02210007005  
 000375.00

SEE OTHER SIDE



**ATTACHMENT I**  
**(Montecarmelo Interiors, Inc –**  
**Corporate Information)**



**Florida Profit**

**MONTECARMELO INTERIORS, INC**

**PRINCIPAL ADDRESS**

14156 SW 126 PLACE  
MIAMI FL 33186

**MAILING ADDRESS**

14156 SW 126 PLACE  
MIAMI FL 33186

<b>Document Number</b> P04000113573	<b>FEI Number</b> 201453917	<b>Date Filed</b> 08/03/2004
<b>State</b> FL	<b>Status</b> ACTIVE	<b>Effective Date</b> NONE
<b>Last Event</b> NAME CHANGE AMENDMENT	<b>Event Date Filed</b> 08/17/2005	<b>Event Effective Date</b> NONE

**Registered Agent**

<b>Name &amp; Address</b>
MENDOZA, JOSE D 14156 SW 126 PLACE MIAMI FL 33186

**Officer/Director Detail**

<b>Name &amp; Address</b>	<b>Title</b>
MENDOZA, JOSE D 14156 SW 126 PLACE MIAMI FL 33186	PSD

**Annual Reports**

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Report Year	Filed Date
2005	04/30/2005
2006	04/28/2006

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### Document Images

Listed below are the images available for this filing.

<a href="#">04/28/2006 -- ANNUAL REPORT</a>
<a href="#">08/17/2005 -- Name Change</a>
<a href="#">04/30/2005 -- ANNUAL REPORT</a>
<a href="#">08/03/2004 -- Domestic Profit</a>

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

[Corporations Inquiry](#)

[Corporations Help](#)

**ATTACHMENT J**  
**(Authorization for signature of Mr. Mendoza**  
**on behalf of Integral)**

I, John Valasek certify and attest that the signature on the attached Contractor Agreement executed between Integral Business & Investments, Inc. and Galit Bitton dated July 29, 2005, is John Valasek, who is an authorized subcontractor John Valasek of Integral Business & Investments, Inc. and was authorized to do so by me.

[Signature]  
(Signature, Title)

John Valasek  
(Print) 2-14-07