

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
REHABILITATION AGREEMENT
BETWEEN NASSAU COUNTY AND OWNERS

THIS AGREEMENT is made and entered by and between **Otis and Marie C. Mason** (hereinafter "Owners") and Nassau County, Florida, a political subdivision of the State of Florida (hereinafter "County") for the purposes of implementing a State Housing Initiatives Partnership Program ("SHIP") Program Project and the County and the Owners agree as follows:

W I T N E S S E T H:

WHEREAS, County receives SHIP funding including funds for the rehabilitation of homeowner-occupied dwelling units; and

WHEREAS, the Owners submitted an application to the County for SHIP Rehabilitation Services to fund certain repairs as provided herein; and

WHEREAS, a Contractor (hereinafter "Contractor") was selected by competitive bid to complete said repairs (hereinafter "Bid"); and

WHEREAS, the County and the Owners desire to define their rights and responsibilities as it relates to the repairs contemplated.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the County and the Owners agree as follows:

SECTION 1. Recitals.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

SECTION 2. Owners' Responsibilities.

2.1 The Owners are the owners of the property located at: **67928 Amos White Rd., Yulee, FL 32097** (hereinafter referred to as "Property"), a copy of the Legal Description for the Property is attached hereto and incorporated by this reference as **Exhibit "A."**

2.2 The Owners have requested to participate in the County SHIP Rehabilitation Program for repairs on the Property and the proposed repairs for the Property total **One hundred eighteen thousand, five hundred twenty-eight dollars and 24/100 (\$118,528.24) Exhibit B".**

2.3 The Owners acknowledge that to participate in the County SHIP Rehabilitation Program that

Initials Om
Initials McM

they shall enter into an Agreement with the Contractor selected by the Bid for the repairs to be performed (hereinafter "Work"). The Owners acknowledge and approves of the Contractor selected to complete the Work.

2.4 The Owners certify that they have received, read and understand the rehabilitation Agreement with the Contractor and understand(s) and agree(s) with the Contract Sum under that Agreement with the Contractor, the Scope of Work, the rehabilitation and construction process, and the services to be offered and performed on the Property. The Owners agree to be bound by the terms of the Agreement with the Contractor.

2.5 The Owners agree to cooperate fully with the County SHIP Administrator or designee, the County Building Department, and the Contractor during the performance of the Agreement with the Contractor.

2.6 The Owners understand and agree to vacate and leave the Property during the completion of the Work under this Agreement. Notwithstanding the foregoing, the Owners shall ensure and grant access to the Property during normal business hours to all parties involved in the rehabilitation process including the County SHIP Administrator or designee, the County Building Department and the Contractor.

2.7 The Owners agree to remove personal property within the Work site so as to not interfere with the progress of Work. The Owners shall ensure that the Contractor shall have easy access in and around the Work site.

2.8 The Owners shall secure all pets at the Property so as to not interfere with the construction process and to allow the Contractor to fulfill the requirements of the Agreement with the Contractor.

2.9 The Owners agrees to provide electricity and water to the Contractor, at no cost to the Contractor, during the rehabilitation process.

SECTION 3. Time and Performance and Change Orders.

3.1 The Owners understand and agree that the Contractor shall start the Work within ten (10) days from the date of issuance of the Notice to Proceed and will finish the Work within ninety (90) days thereof as set forth in the Agreement with the Contractor.

3.2 The Owners agree that no changes in materials or description of the Work shall take place without the County SHIP Administrator or designee's written approval. Any approved changes shall be in the form of a Change Order and agreed to by the Owners and the Contractor. All changes

Initials Am
Initials Mem

must also be approved by the County SHIP Administrator or designee before Work commences.

SECTION 4. Resolution of Disputes.

4.1 The Owners agree that should a dispute arise between the Owners and the Contractor regarding Work performed pursuant to the Agreement with the Contractor and said dispute cannot be satisfactorily resolved, that the dispute shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement with the Contractor and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover all costs, including reasonable attorney's fees.

SECTION 5. Lien on Property.

5.1 The Owners acknowledge and understand that a Mortgage Lien shall be placed upon the Property in an amount equal to the total cost of rehabilitation plus the cost of documentary stamps, recording fees, surveys, title searches, project delivery cost and any other fees or closing costs related to the rehabilitation process up to a maximum of **\$125,000**. The lien holder shall be the County.

SECTION 6. Hold Harmless.

6.1 The Owners agree to indemnify and hold harmless the County, its elected officials, employees, officials, representatives, agents and attorneys, and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by execution of Work under this Agreement and the Agreement with the Contractor. The Owners agree to pay reasonable attorney's fees if the County is required to defend or prosecute any claim or action arising out of the same.

[The remainder of this page left intentionally blank.]

Initials gm
Initials McM

ACKNOWLEDGEMENT: We, the Owners, have received, read, and understand the Owners' Agreement and shall enforce and agree to the policies within during the rehabilitation process.

M. Drawdy
Witness

Margie Drawdy
Print Name

Otis Mason
Otis Mason

Marie C. Mason
Marie C. Mason

Carol Gilchrist
Witness

CAROL Gilchrist
Print Name

M. Drawdy
Witness

Margie Drawdy
Print Name

CJ
Witness

Chris Lacamera
Print Name

Carol Gilchrist
Carol Gilchrist, SHIP Administrator

Initials om
Initials mc

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: Klynt A. Farmer
Its: Chairman

Attest to Chairman's Signature

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

Initials DM
Initials McM

5
6-8-2023

Exhibit "A"
Legal Description

Commencing at the Northwest Corner of Section 7, Township 3 North, Range 26 East, Nassau County, Florida; thence run South along the West line of Section 7 for 1206.55 feet to an iron and Point of Beginning; thence at a perpendicular to the West line of Section 7, run East for 100 feet to an iron; thence South and parallel to the West line of aforesaid Section 7 for 50 feet to an iron; thence West on a line which is perpendicular to the West line of Section 7 for 100 feet to an iron on the aforesaid West line of Section 7; thence North along the West line of Section 7 for 50 feet to an iron and Point of Beginning. With right of Egress and Ingress.

Parcel Number: 07-3N-26-0000-0008-0010

Initials gm
Initials mdm

EXHIBIT B PRICE SHEET

Item	Description of Work	Location	Price
1	Replace fascia trim and soffit	Exterior	\$ 2,493.00
2	Replace siding, wood trim on home and skirting around home	Exterior	\$ 11,115.00
3	Replace all windows	Exterior	\$ 11,340.00
4	Replace steps at back door and 2 handrails	Exterior	\$ 765.00
5	Replace exterior doors and trim	Exterior	\$ 1,548.00
6	Repair gutters where needed	Exterior	\$ 558.00
7	Replace front porch	Exterior	\$ 6,138.00
8	Replace shingles, all flashings and add wood framing to eliminate the roll roofing.	Roof	\$ 9,103.50
9	Foundation repairs to level floors	Structural	\$ 1,980.00
10	Treat mold in crawlspace	Structural	\$ 1,440.00
11	Repair ceiling throughout home after foundation repairs	Interior	\$ 1,125.00
12	Repair interior drywall where needed and paint after foundation repairs	Interior	\$ 2,808.00
13	Remodel kitchen and dining area to enlarge kitchen, replace cabinets, countertops, and appliances.	Interior	\$ 8,752.00
14	Install washer and dryer in kitchen area	Interior	\$ 1,440.00
15	Replace 4 interior doors	Interior	\$ 1,080.00
16	New flooring throughout with hard surface vinyl	Interior	\$ 6,408.00
17	Install hanging barn door between masterbedroom and bathroom	Interior	\$ 338.40
18	Replace tub, sink, toilet, and handicapped bars in tub	Plumbing	\$ 5,535.00
19	Replace mirror and lighting	Plumbing	\$ 378.00
20	Plumbing fixtures	Plumbing	\$ 855.00
21	Replace water lines and drainage piping throughout	Plumbing	\$ 4,608.00
22	Cloth wiring needs to be removed and new wiring added. Replace receptacles where needed.	Electrical	\$ 10,206.00
23	Install new Carbon Monoxide/Smoke detectors.	Electrical	\$ 67.50

Initials OM
Initials MCM

7
6-8-2023

24	Add GFI in interior and exterior of home where needed	Electrical	\$ 562.50
25	Replace ceiling fans with light kit throughout home	Electrical	\$ 666.00
26	Repair ductwork in the attic space as some rooms do not have air flow from HVAC registers	HVAC	\$ 2,853.00
27	Install new insulation in attic space	HVAC	\$ 1,926.00
28	Crawlspace under home has poor ventilation	HVAC	\$ 3,420.00
29	Replace septic system	Septic System	\$ 8,244.00
30	Overhead (Add overhead as separate line item)	Overhead	\$ 10,775.34
Total Lump Sum Price			\$ 118,528.74

Please cost each section separately and add separate line item for overhead. Some items may be scaled back or eliminated if the estimate approaches the maximum amount allowed by Nassau County.

10/23/2023

One Hundred Eighteen Thousand, Five Hundred Twenty Eight and ^{Ten}/₁₀₀ Cents

(Total Lump Price in Words)

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By:



(Signature)

James Foster

(Above name printed or typed)

Company: Patriot Response Group, LLC

Address: 2770 Indian River Blvd. Suite 501

City, State, Zip: Vero Beach, FL 32960

Phone #: (850) 698-8893

E-mail: permitting@patriotrg.com

Initials



Initials

