

**SHIP REHABILITATION AGREEMENT
BETWEEN
NASSAU COUNTY AND THE HOMEOWNER**

The Homeowner certifies that he/she has received, read, and understands the rehabilitation contract price, the scope of work, the rehabilitation and construction process, and the services to be offered and performed on the subject property. The Homeowner acknowledges and approves of the Contractor selected by Nassau County and agrees to the amount of the contract and the scope of work to be performed.

Contractor: Randy Powell Construction, Inc.
17830 Crews Road
Glen St. Mary, FL 32040
Phone: 904-759-6312

Attachment "A": Bid for Williams
Attachment "B": Breakdown for all qualifying bids

Furthermore, the Homeowner agrees to the following:

ACCESS: The Homeowner will grant access to his/her property during normal business hours to all parties involved in the rehabilitation process. In the event that the Homeowner continues to occupy the property during construction, a time of operation will be established between the Homeowner and the Contractor.

PERSONAL PROPERTY: The Homeowner agrees to remove personal property within the construction area as to not interfere with the progress of work. The Contractor shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process.

PETS: The Homeowner will secure all pets at a location as to not interfere with the construction process and allow the Contractor to fulfill the requirements of the contract.

COOPERATION: The Homeowner will cooperate fully with Nassau County, Building Department, and the Contractor during the performance of the contract.

UTILITIES: The Homeowner will agree to fully furnish the use of electricity and water to the Contractor, at no cost to the Contractor or Nassau County, during the rehabilitation process.

TIME & PERFORMANCE: The Contractor shall start the work within fifteen (15) days of closing, and will finish all work within sixty (60) days thereof. The Homeowner shall provide written authorization to the Contractor for the commencement of work. If the Contractor fails to start or finish the work within the time allowed, the Contractor would have defaulted on the contract and the Homeowner will have the right to terminate the contract. A notice to terminate the contract shall be in writing and addressed to the Contractor and Nassau County. Such notice shall be sent by certified mail within five business days of termination. If the Contractor performs sub-standard work as determined by the building inspector or the Nassau County SHIP Coordinator, He or

She shall have (10) days to correct the work. If the work is not corrected within the time allowed, the Homeowner shall have the right to terminate the contract and he/she may hire the Contractor who had the next lowest bid in order to complete the unfinished work. All new contracts and Contractors must be approved by the Nassau County SHIP Administration Department. Any additional costs or fees to complete the work will become the responsibility of the Owner, as well as recovering such costs or fees from the original Contractor.

CHANGE ORDERS: The Homeowner and the Contractor expressly agree that no changes in material or description of work shall take place without Nassau County being notified in writing. Such said changes shall be in the form of a Change Order and agreed upon by the Homeowner and the Contractor. All changes must be approved by Nassau County SHIP Administration Department before work commences.

LIEN ON PROPERTY: The Homeowner acknowledges and understands that a lien will be placed upon their property. The lien amount will equal the total cost of rehabilitation plus the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. The lien holder will be Nassau County, Board of County Commissioners.

RESOLUTION OF DISPUTES: All unsettled claims or disputes between the Homeowners and the Contractor arising of or related to the scope of work 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 this agreement, 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.

HOLD HARMLESS: The Homeowner agrees to indemnify and hold harmless Nassau County 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 contract. The Homeowner agrees to pay reasonable attorney's fees if Nassau County is required to defend or prosecute any claim or action arising out of this contract not caused by act or omission on the part of Nassau County SHIP Rehabilitation Program. It is understood that the Contractor is acting in the capacity of an independent Contractor with respect to the Homeowner.

COLOR COORDINATION: All colors chosen by the Homeowner and the Contractor shall be of a neutral color such as: white, off white, and beige. This applies to all materials including, but not limited to; roofs, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim and appliances. Any deviations in color from the list above must have SHIP approval.

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

Address of property to be improved: 464124 State Road 200
Yulee, FL 32097

Dawn Kross
Witness
Dawn Kross
Print Name

Witness
Print Name

Dawn Kross
Witness
Dawn Kross
Print Name

Witness
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Dawn Kross
Witness
Dawn Kross
Print Name

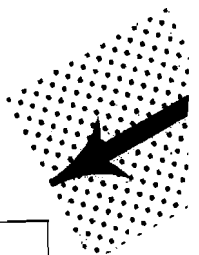
Witness
Print Name


Estella Williams
Homeowner
ESTELLA WILLIAMS
Print Name

Homeowner
Print Name

Randy Powell
Contractor
Randy Powell
Print Name

James W. ...
SHIP Administrator



	Approved by: Edward L. Sealover County Coordinator
	Date: 9/1/09

Witness
Print Name

Witness
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Homeowner

Print Name

Homeowner


Print Name

Contractor

Print Name



SHIP Administrator

	Approved by: Edward L. Sealover County Coordinator
	Date: 9/4/09

Witness

Print Name

Witness

Print Name

"A"

**HOUSING REHABILITATION PROGRAM
WORK/WRITE-UP/BID FORM**

Name: Estella Williams

Address: 464124 State Road 200, Yulee, FL 32097

SHIP File #: 092EW-022

The specifications listed below relate to the rehabilitation and/or construction work identified for the project site included above. Provide a detailed cost estimate for all material and labor per line item for each activity for this project. Home is located in the unincorporated area of Yulee. Nassau County Building Codes and Nassau County Standard Materials and Specifications lists are to be used.

MANDATORY BID ITEMS

Item	Function	Description of Work	Location	Price
Mandatory 01	Roof	Remove existing shingles, roll roofing, flashings and vents. Replace observed damaged sheathing (up to 15 sheets). Repair rafter/truss rot and termite damage. Seal and nail sheathing to code. Replace flashings and shingles with 25 year architectural shingles per Standard Materials and Specifications list. Install roof vents on main home. Replace porch roof with single-ply membrane.	All	\$ <i>7000.00</i>
Mandatory 02	Interior #1	Replace, prepare and paint all interior ceilings in kitchen and back bedroom using Standard Materials and Specification lists.		\$ <i>1200.00</i>
Mandatory 03	Exterior #1	Build ADA access ramp with rails at front and rear doors.	All	\$ <i>3000.00</i>
Mandatory 04	Structure	Repair sub-floor for bathroom and include the cost with the bathroom renovation. Repair roof truss and rafter damage during roof replacement and cost with roof renovation.	All	\$ <i>1500.00</i>
Mandatory 05	Plumbing	Increase fall of plumbing pipes and repair open sewer lines under home. Remove existing adjacent bathrooms. Design and install single bathroom with hallway access to allow ADA compliant wheel chair access into and around bathroom. Install vanity, sink, mirror and medicine cabinet, shower, tub, toilet and grab bars to ADA standards. Use Standard Materials and Specifications list to define cabinets, cabinet tops, fixtures and faucets.	All	\$ <i>3655.00</i>
Mandatory 06	Electrical #1	Conduct circuit check. Replace interior receptacles and switches.	ALL	\$ <i>1210.00</i>
Profit and Overhead				\$ <i>?</i>

Do not cost Septic Tank Inspection or Septic repair. Please cost each section separately.
Items may be scaled back or eliminated if estimate approaches the maximum

TOTAL MANDATORY ITEMS BID: \$ 21,114.00
NO BID _____ (initial if no bid is submitted)

ALTERNATE BID ITEMS

Please cost each alternate option separately. These items will only be performed if funding allows. Please include profit and overhead in your price on each alternate bid item.

Item	Function	Description of Work	Location	Price
Alternate 01	Kitchen #1	Replace kitchen cabinets per Standard Materials and Specifications lists.	Kitchen	\$ 6000.00
Alternate 02	Electrical #2	Replace plates, fans and lighting fixtures. Upgrade exterior lighting fixtures and wire.	All	\$ 1850.00
Alternate 03	Heat/Air	Remove and replace existing central system with electric heat-pump using existing duct work. Use Nassau County codes to determine the size of the unit.	All	\$ 3350.00
Alternate 04	Kitchen #2	Replace kitchen counters, sink, plumbing fixtures, range and external discharge range hood per Standard Materials and Specifications lists.	Kitchen	\$ 1685.00
Alternate 05	Interior #2	Repair, prepare and paint all interior ceilings not listed in mandatory items using Standard Materials and Specification lists. Replace smoke and Carbon Monoxide alarm/detectors.	ALL	\$ 2000.00
Alternate 06	Interior #3	Repair, prepare and paint all walls, doors and trim. Replace all carpet and pad. Replace all vinyl in kitchen, bath, laundry and hall. Paint, carpet, and vinyl will comply with the Standard Materials and Specifications list.	ALL	\$ 7030.00
Alternate 07	Windows	Replace existing windows with new windows that comply with Standard Materials and Specification lists.	ALL High impact	\$ 17000.00
Alternate 08	Exterior #2	Install vinyl soffit and fascia. Replace front and rear door systems to include locks, jams, and threshold.	ALL	\$ 2900.00

NO BID ON ALTERNATE ITEMS _____ (initial if no bid is submitted) 52,929

31815

Contractor Company Name: Randy Powell Construction Inc.

Signature: Randy Powell Date: 4-19-09

Printed Name: Randy Powell

Address: 17830 Crews Rd. Glen St. Mary Fl. 32040

Phone Number: 904-759-6312 Fax Number: 904-259-8593

Email Address: Cogsoundman @ netcom.net

" B "

Amended Bid Tabulation as of 4/22/09

	Anderson & Raulerson Construction, Inc.	E.B. Morris General Contractors, Inc.	George E. Thompson Building Contractor, Inc.	Larder & Sons Construction	McNeal & White Contractors, Inc.	MFC- Mark Fazzary Contracting, Inc.	North River Restoration, Inc.	Randy Powell Construction, Inc.	The Questcom Group, Inc.
Richo	\$49,500.00	\$46,292.00	\$55,990.00	\$48,693.70	\$55,431.00	\$49,291.00	\$46,716.00	\$63,305.00	\$49,906.00
Kincade	\$53,300.00	\$44,605.00	\$56,039.50	\$56,535.60	\$53,669.00	\$56,589.50	\$45,300.00	\$55,230.00	\$52,040.00
Davis	\$50,100.00	\$34,481.00	\$55,380.00	\$53,714.50	\$57,913.00	\$54,862.00	NO BID	\$56,419.00	\$42,157.00
Base	\$33,800.00	\$25,203.00	\$37,180.00	\$33,467.50	\$49,813.00	\$34,452.00		\$42,944.00	\$30,378.00
Alternate 1	\$5,000.00	\$1,942.00	\$4,800.00	\$4,675.00	\$3,200.00	\$4,710.00		\$3,200.00	\$3,167.00
Alternate 2	\$4,500.00	\$1,292.00	\$4,200.00	\$6,875.00	\$1,600.00	\$6,900.00		\$2,100.00	\$2,388.00
Alternate 3	\$3,300.00	\$2,988.00	\$5,800.00	\$4,065.00	\$2,800.00	\$4,110.00		\$4,675.00	\$3,169.00
Alternate 4	\$3,500.00	\$3,056.00	\$3,400.00	\$4,632.00	\$500.00	\$4,690.00		\$3,500.00	\$3,055.00
Williams	\$57,500.00	\$47,531.00	\$55,420.00	\$52,137.40	\$42,536.00	\$54,714.00	NO BID	\$52,929.00	NO BID
Mandatory	\$24,600.00	\$24,739.00	\$24,970.00	\$20,453.40	\$24,306.00	\$22,374.00		\$21,114.00	
Alternate 1	\$4,000.00	\$3,801.00	\$4,800.00	\$2,626.00	\$3,600.00	\$2,750.00		\$6,000.00	
Alternate 2	\$2,500.00	\$1,368.00	\$3,900.00	\$1,457.00	\$2,350.00	\$1,550.00		\$1,850.00	
Alternate 3	\$5,500.00	\$4,473.00	\$3,500.00	\$6,407.00	\$3,000.00	\$6,600.00		\$3,350.00	
Alternate 4	\$1,500.00	\$999.00	\$4,950.00	\$2,398.00	\$350.00	\$2,425.00		\$1,685.00	
Alternate 5	\$3,000.00	\$1,348.00	\$1,000.00	\$2,367.00	\$500.00	\$2,390.00		\$2,000.00	
Alternate 6	\$8,000.00	\$4,824.00	\$6,300.00	\$9,033.00	\$4,900.00	\$9,100.00		\$7,030.00	
Alternate 7	\$4,500.00	\$4,406.00	\$4,500.00	\$5,174.00	\$2,850.00	\$5,225.00		\$7,000.00	
Alternate 8	\$3,900.00	\$1,573.00	\$1,500.00	\$2,222.00	\$680.00	\$2,300.00		\$2,900.00	