

BOARD OF COUNTY COMMISSIONERS
Agenda Request

Date of Meeting: January 19, 2010

Date Submitted: January 5, 2010

To: Honorable Chairman and Members of the Board

From: Johnny Williams, County Manager
Clyde Collins, Director
Community Development Administration

Subject: Approval of Signatures for Rehabilitation Contract-Emergency
Repairs



Statement of Issue:

This agenda item seeks the Board of County Commissioners' approval and signatures for the Rehabilitation Contract that was agreed upon by the homeowner, contractor and Community Development Administration's Emergency Repair Program for the repairs of her home.

Background:

In order to protect the interest of the County, a lien and contract be placed on the homes that is going to be repaired with Emergency Repair funds. The special assessment lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to repair their home. The loan is funded by the Gadsden County Board of County Commissioners and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owner and the Gadsden County Community Development Administration's Emergency Repair Program has agreed that the owner shall remain in the house for a full two-year period at no annual rate of interest and once the two-year period is completed that the lien would be forgiven and satisfied. The homeowners are required to pay the fees to have the lien recorded at the Gadsden County Clerk of Court's office and the Gadsden County Community Development Administration office will furnish them a copy of the recorded document and keep the original for our files.

Analysis:

The Rehab Contract is the agreement that has been made between the contractor and homeowner.

Fiscal Impact:

NONE

Options:

1. Approve and sign the homeowner's contract that has been served by the Gadsden County Emergency Repair program.
2. Disapprove and not sign the homeowner's contract that has been served by the Gadsden County Emergency Repair program.
3. Board directions.

County Administrator Recommendation:

Option 1: Approve and sign the homeowner's contract that has been served by the Gadsden County Emergency Repair program.

Attachments:

1. Contract-SEE ATTACHMENTS
 - A. Annie Cunningham
610 West 7th Street
Quincy, Florida 32351

Gadsden County
Housing Rehabilitation Program
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 21ST day of SEPTEMBER,
2009, by and between ANNIE CUNNINGHAM of 610 WEST 7TH STREET
QUINCY, FLORIDA 32351, hereinafter called the "Owner", and EDDIE
AKINS 171 RANCH ROAD QUINCY, FLORIDA 32351, Hereinafter called the
"Contractor", and as approved by the County of Gadsden through its
designee, The Gadsden County's Housing EMERGENCY REPAIR Program,
Hereinafter called "Agency."

WITNESSETH:

WHEREAS, the Owner proposes to finance in whole or in part the
cost of the rehabilitation work provided for in this Contract from
the proceeds of rehabilitation monies made or to be made to the
Owner through the United States of America pursuant to Title I of
the Housing and Community Development Act of 1974, and applicable
regulations of the Agency (and from other funds available to the
Owner to finance the cost of such rehabilitation work has been
approved by the Agency, and the owner desires to engage the
Contractor to perform such rehabilitation work in accordance with
the provisions of this Contract and applicable requirements of the
Agency,

NOW, THEREFORE, for the considerations stated herein, the
Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract
is located at 610 WEST 7TH STREET QUINCY, FLORIDA 32351
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER: 3-12-2N-4W-1100-0000A-0120

Lot Twelve (12) Block A, of Springside Park, according o a map or
plat of same being recorded in the office of the Circuit Court
Clerk for Gadsden County, Florida.

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Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 21st of SEPTEMBER 2009, and accepted by the Owner as of the 21st of SEPTEMBER 2009, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be occupied/ X vacant for 15 days during the course of the rehabilitation work.

Section 4. Contract Price

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of \$ONE THOUSAND TWO HUNDRED TWENTY FIVE & 00/100 DOLLARS (\$1,225.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within 15 days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control.

However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

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The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking foundations, recreation or entertainment areas.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 21st day of SEPTEMBER, 2009 and the Owner has executed this Contract as of the date above first written.

WITNESSES:
Tuneika King
Tuneika King

Eddie Akins
Contractor, **EDDIE AKINS**

License Number

WITNESSES:
Tuneika King
Tuneika King

Annie M. Cunningham
Owner, **ANNIE CUNNINGHAM**

WITNESSES:

Owner,

As approved by the Gadsden County's
Housing Rehabilitation Program

By: Phyllis Moore
Title: Ship Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS

BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S)' THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.