

CITY OF STUART

CHECK REQUEST



DATE: 11/08/2024

VENDOR NUMBER: 170430

AMOUNT \$ 46,490.00

VENDOR NAME: PATRIOT RESPONSE GROUP, LLC

REMITTANCE ADDRESS: PO BOX 643986

VERO BEACH, FL 32964

INVOICE NUMBER:

DESCRIPTION: CDBG HOUSING REHAB PAYMENT FOR

HAMILTON RESIDENCE - 311 SW 3RD STREET, STAU RT FL 34994

CHARGE TO ACCOUNT: Fund: 105

Account: 56563

Dept: 115

CHARGE TO PROJECT

PROJECT ACCOUNT NO.

REQUESTED BY: JORDAN PINKSTON

DEPARTMENT HEAD: PINAL GANDHI-SAVDAS

CITY MANAGER : MICHAEL MORTELL

SPECIAL INSTRUCTIONS PLEASE EXPEDITE PAYMENT VIA ACH

**CITY OF STUART  
CDBG HOUSING REHABILITATION  
CONTRACT FOR REHABILITATION WORK  
CHANGE ORDER # (2)-Contract Dissolution**

Owner Robert & Olga Hamilton

Contractor Patriot Response Group

Job Address 311 SW 3<sup>rd</sup> St. Stuart, FL 34994

The Contract for Rehabilitation Work NTP issued on January 22, 2024, by and between Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

### **CHANGE ORDER PREFACE AND TERMS OF DISSOLUTION:**

This notification is to inform you that the City of Stuart CDBG Project Contract for the project located at 311 SW 3<sup>rd</sup> St. Stuart, FL 34994-Hamilton (hereafter the "contract") is being dissolved. IN CONSIDERATION OF and as a condition of acknowledgment and acceptance of the dissolution of the contract agreement, all parties (by signature), agree to the following:

**Dissolution:**

1. By acknowledgment and acceptance this notification all parties; Patriot Response Group (the 'contractor') and Robert and Olga Hamilton (the "Homeowners") mutually agree to dissolve and cancel the contract effective immediately on this the 15<sup>th</sup> day of August, 2024.
2. That the dissolution of this contract is within all legal rights of the City CDBG Program.
3. Both the Homeowner and Contractor voluntarily and without coercion agree to the dissolution of the contract.
3. That the termination of this contract is in compliance with Program (Housing Assistance Plan) Policy: *The HRS and the PA are authorized by the City to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management.*
4. As a result of this mutually agreed upon dissolution, the City will be responsible for compensating the contractor only for those Services satisfactorily completed or partially completed up to the date of termination. The contractor shall not be entitled to compensation for loss of anticipated profit or overhead. All parties acknowledge (per the Housing Assistance Plan): *If the Applicant homeowner refuses to authorize payment due to a dispute with the Contractor, the PA may recommend disbursement without the Applicant homeowner's approval if the claim is shown to be without merit or inconsistent with the policies and the goals of the program.*

## Outstanding Obligations

1. All parties acknowledge heretofore, and upon receipt of this dissolution notification, that the consideration provided and received by all is fair, just and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the Contract and/or termination of the contract.
2. Contractor shall deliver all products, material, permits, plans, paid invoices, engineering documents, or any-and-all other items pertinent and relevant to the contract, reconstruction activity, and payments. All outstanding items shall be submitted to the City consulting project manager (Antonio Jenkins) electronically within two weeks (14 calendar days) from receipt of this notice.

## Release


1. Homeowners and Contractor agree to release the City, CDBG Program, and all agents of the city from any and all claims, causes of action, demands and liabilities of whatever nature which by the contract agreement, had in the past, has now or may have in the future arising from or related to the contract and the contract termination.

## Governing Law

1. The contract and the termination of the contract was developed within and shall be construed and governed in accordance with the terms of the executed contract agreement, all executed contract documents, and the City CDBG Program Policy. Specifically, **Section U-Disputes and Contract Termination**: Regarding disputes, and as authorized and outlined in the construction contract, the Homeowner and/or the City have/has the right to stop work and terminate the contract in accordance with approved program policy.

## Dissolution Dispute

If any party feels that the determination and recommendation of the CDBG Program Consultant (Antonio Jenkins of Guardian CRM, Inc) to dissolve the contract has been made in error. All parties have the right to request an appeal review of the decision. Per program (Housing Assistance Plan) policy: *The HRS and the PA are authorized by the City to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the HRS or the PA. For a complaint to be considered valid, it must be issued in writing within a period of ten (10) calendar days of its occurrence. Responses also shall be issued in writing.*

Item #	SOW Spec #	Description of Work	Location	Total Price
1.	Contract	<p>Work includes all labor, material, permitting amendments, &amp; warranty considerations.</p> <p><b>Note:</b> The previous version if change order #2 was never finalized. This new order is for contract closeout.</p> <p><b>As part of the dissolution, the following line-items shall be removed from the project SOW, including all product and cost considerations:</b></p> <p>1c. General reporting (50%): <b>-\$250.00</b></p> <p>2. Attic Insulation: <b>-\$2,900.00</b></p> <p>3. Windows (15% labor reduction): <b>-\$4,350.00 + 2,000.00</b> (voluntary contractor reduction): <b>-\$6,350.00</b></p> <p>3a. E/E Doors: <b>-\$3,840.00</b></p> <p><b>Cost reductions are (1) excluded from the tally of item 2 (below) or (2) accounted for by percentage reduction.</b></p>	Project	
2.	Contract	<p><b>The project homeowner/contractor rehab contract agreement is being dissolved. In order to ensure protection of mechanical liens the contractor shall be paid for completed work to date as follows:</b></p> <p>System Rehab: \$750.00</p> <p>1a. Operational: \$1,250.00</p> <p>1c. General reporting (50%): \$250.00</p> <p>2a. Roof: \$19,090.00</p> <p>CO#1: \$2,500.00</p> <p>3. Windows (85%): \$22,650.00</p> <p><b>Total payment due: \$46,490.00</b></p>	Dwelling	
<b>CDBG: Project Total C.O. Cost:</b> 				<b>See Below</b>

Original contract price: **\$57,300.00**

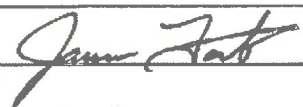

This Change Order hereby becomes an integral part of the Contract, pursuant to the **Rehabilitation Contract**. The Contract amount is hereby amended by C.O. #1 **\$2,500.00**; C.O. #2 **-\$13,310.00**; for the revised total of **\$46,490.00**.

The additional cost will be covered by **\$N/A** in CDBG funds and **\$N/A** in SHIP funds.

The work completion deadline: **Contract Voluntarily Dissolved.**

Occupancy of the structure shall remain as contracted, or **N/A** The structure will be vacant for additional \_\_\_\_\_.

**SIGNATURE BOX TO FOLLOW**

Contractor/Date	 11/7/2024	Owner/Date	11-7-2024
Guardian CRM/Date	 11/7/24	City of Stuart/Date	