

**FIRST AMENDMENT TO THE AGREEMENT FOR THE THOMAS CREEK RESTORATION PROJECT - PHASE THREE**

THIS ADDENDUM entered into this 23rd day of January, 2012 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **HAYWARD CONSTRUCTION GROUP, LLC**, 12058 San Jose Boulevard, Suite #1002, Jacksonville, Florida 32223, (hereinafter referred to as "Contractor").

**WHEREAS**, the parties entered into an Agreement dated May 9, 2011 for the Thomas Creek Restoration Project - Phase Two; and

**WHEREAS**, the original agreement provided for additional phases to be added to the scope of work based upon available funding and where it is deemed to be in the best interest of the County; and

**WHEREAS**, the County entered into a FFY 2008 Supplemental Disaster Recovery Emergency Funds (DREF) Program Agreement, Contract #12DB-P5-04-55-01-K53 with the Florida Department of Economic Opportunity for funding in the amount of \$146,955.00 for Phase Three of the Thomas Creek Restoration Project, and

**WHEREAS**, the County executed Modification Number 1 to the Subgrant Agreement with the Department of Economic Opportunity under the Disaster Recovery Initiative Program (DRI), Contract # 10DB-K4-11-54-01-K25 to revise the program

budget and scope of work to provide additional funds for Phase Three of the Thomas Creek Restoration Project in the amount of \$52,443.00, and;

**WHEREAS**, the parties agreed to amend the agreement to add the scope of work and fee for the completion of the Thomas Creek Restoration Project - Phase Three.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Work for Phase Three of the Thomas Creek Restoration Project includes, but is not limited to, the restoration and de-snagging of Thomas Creek; removing dead trees as well as uprooted trunks, limbs and parts of trees and debris in accordance with the revised scope of services, attached hereto as Attachment "A".

2. Add the following paragraph to Article 4 - Contract Times as follows:

4.02 B. The Work for Phase Three of the Thomas Creek Restoration Project will be substantially completed within one hundred (100) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the

General Conditions within one hundred twenty (120) days after the date when the Contract times commence to run.

3. The bid price for Bid Item #1 - Mobilization in the cost proposal submitted by the Contractor shall be adjusted from \$36,000 to \$7,000 for Phase Three of the Thomas Creek Restoration Project.
4. Add the following paragraph to Article 5 - Contract Price, Section 5.01 A as follows:

**PHASE THREE - UNIT PRICE WORK**

Description	Unit	Quan.	Unit Price	Amount
Mobilization (Part A only)	LS	1	\$7,000	\$7,000
Phase 3 - Part A	LF	1538 (*)	\$91	\$139,955
Phase 3 - Part B	LF	576 (*)	\$91	\$52,443
Total:				\$199,398

\* Est. quantity (rounded to nearest whole number)

5. Add the following paragraph to Article 6 - Payment Procedures as follows:

6.02 A.2 The Owner shall pay the Contractor for the work performed for Phase Three pursuant to the following draw schedule

Mobilization	\$ 7,000
1 <sup>st</sup> Draw (after first 1,000 ft. cleared)	\$ 91,000
2 <sup>nd</sup> Draw (upon completion of project)	\$101,398


6. Phase Three - Part A and Part B are funded from two separate funding sources, therefore, the Contractor shall identify the work completed under each part.

The fee for Mobilization shall be included in Part A only.

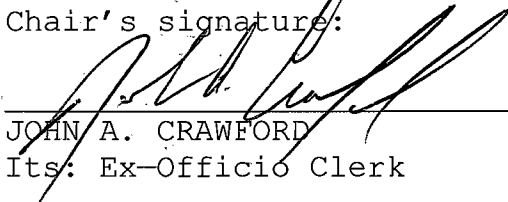
7. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

8. Time is of the essence.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

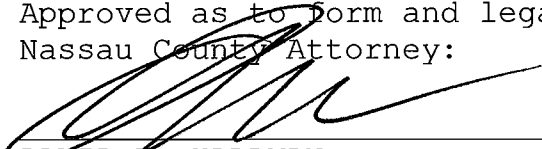
  
\_\_\_\_\_  
STACY JOHNSON  
Its: Chair

Attest to Authenticity of  
Chair's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EBL*  
*11/23/12*  
*AA*  
*11/25/12*

Approved as to form and legality by the  
Nassau County Attorney:

  
\_\_\_\_\_  
DAVID A. HALLMAN

[Contractor signature on next page]

HAYWARD CONSTRUCTION GROUP, LLC

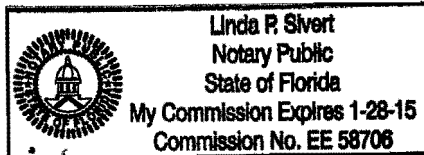
Mark Hayward  
Its: President

STATE OF Florida  
COUNTY OF Duval

Before me personally appeared, Mark Hayward  
who is personally known  or produced \_\_\_\_\_  
as identification, known to be the person described in and  
who executed the foregoing instrument, and acknowledged to  
and before me that he/she executed said instrument for the  
purposes therein expressed.

WITNESS my hand and official seal, this 10<sup>th</sup> day of  
January, 2012.

Linda P. Sivert  
Notary Signature



Notary-Public-State of Florida at large  
My Commission expires: 1/28/15