

**SECOND AMENDMENT TO THE AGREEMENT FOR THE THOMAS
CREEK RESTORATION PROJECT - PHASE FOUR & FIVE**

THIS ADDENDUM entered into this 27th day of August, 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 and Contractor entered into Amendment No. 1 on January 23, 2012 for Phase Three of the Thomas Creek Restoration Project; and

WHEREAS, the County executed Modification Number 3 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 Four - Part A of the Thomas Creek Restoration Project in the amount of \$92,467.00; and

WHEREAS, the County executed Modification Number 1 to the Subgrant Agreement with the Department of Economic Opportunity under the Disaster Recovery Enhancement Funds (DREF) grant, Contract # 12DB-P5-04-55-01-K53 to revise the program budget and scope of work to provide additional funds for Phase Four - Part B of the Thomas Creek Restoration Project in the amount of \$49,000.00; and

WHEREAS, the County shall fund Phase Five of the Thomas Creek Restoration Project in the amount of \$104,993.00; 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 Four and Phase Five for the total amount of \$246,460.00.

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 Four and Phase Five 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 paragraphs to Article 4 - Contract Times as follows:

4.02 C. The Work for Phase Four, Part A and B, and Part Five of the Thomas Creek Restoration Project will begin upon the issuance of the Notice to Proceed and will be substantially completed within one hundred twenty (120) 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 forty-eight (148) days after the date when the Contract times commence to run.

4.02 D. The Work for Phase Five of the Thomas Creek Restoration Project shall not begin before the County's new fiscal year beginning October 1, 2012.
3. Amended price for Bid Item #1 - Mobilization in the cost proposal submitted by the Contractor shall be adjusted from \$36,000 to \$18,000 for Phase Four and Phase Five of the Thomas Creek Restoration Project.
4. Add the following paragraph to Article 5 - Contract Price, Section 5.01 A as follows:

PHASE FOUR AND PHASE FIVE - UNIT PRICE WORK

Description	Unit	Quan.	Unit Price	Amount
Mobilization (Part 4-A only)	LS	1	\$18,000	\$18,000
Phase 4 - Part A	LF	818 (*)	\$91	\$74,467
Phase 4 - Part B	LF	538 (*)	\$91	\$49,000
Phase 5	LF	1154 (*)	\$91	\$104,993
Total:				\$246,460

* 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	\$ 18,000
1 st Draw (after first 818 ft. cleared)	\$ 74,467
2 nd Draw (after second 538 ft. cleared)	\$ 49,000
3 rd Draw (upon completion of project)	\$104,993

6. Phase Four - 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.

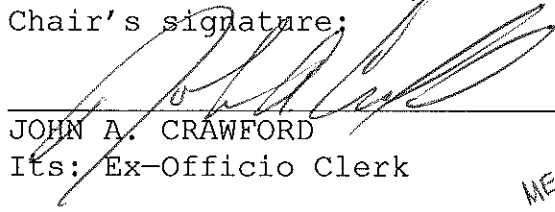
8. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chair

Attest to Authenticity of
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES 08-28-12

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



DAVID A. HALLMAN

[Contractor signature on next page]

HAYWARD CONSTRUCTION GROUP, LLC

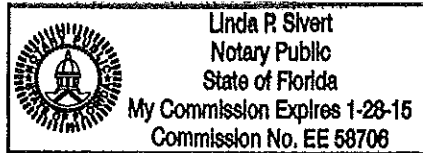
Mark Hayward
Its: _____

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 13th day of
August, 2012.

Linda R. Swert
Notary Signature



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

ATTACHMENT "A" –REVISED (Amendment No. 2)

**Scope of Services for the Thomas Creek Restoration Project – Phases 4 and 5
Board of County Commissioners, Nassau County, FL**

The following work and services are presented as an indication of the work that may be required under the contract, but may not necessarily be all inclusive of the work under this contract.

1.0 PROJECT SUMMARY:

- 1.1 The project consists of the restoration and de-snagging of Thomas Creek. The intent is to restore the functionality of the creek in order to aid in the conveyance of storm water from the watershed of Thomas Creek.

2.0 PROJECTS PHASES:

- 2.1 The Thomas Creek Restoration Project will be performed in phases based upon available funding (See map - Exhibit 1). Contractor shall initially perform the services to complete Phase 2 through Phase 5 of the project. Proposed phases shown in Exhibit "1" are for estimated purposes only. Project Phase limits to be determined based upon unit cost and available funding. Nassau County reserves the right to add additional phases to the scope of work for this contract were it is deemed to be in the best interest of the County.

The phases are anticipated as follows:

- 2.1.1 *Phase 1 - From the intersection of Funks and Thomas Creek approximately 3000' southwest. This phase has or will be completed under a separate contract and is not a part of this agreement.*
- 2.1.2 *Phase 2 – From the end point of Phase 1, southwest approximately 2565' and from the start point of phase 1 southeast, approximately 1000'.*
- 2.1.3 *Phase 3 – From Point A Lat 30.523 Long -81.763 to Point B Lat 30.522 Long -81.764 (Part 3.A). Then, continue from Point B to Point C Lat 30.521 Long -81.764 (Part 3.B). The project limits are generally described as beginning from the southern terminus of Phase 2.A, southwest approximately 1,538' upstream, for Part 3.A. Then, continue from the southern terminus of Part 3.A approximately 576' southwest as shown on the attached map.*
- 2.1.4 *Phase 4 - The project limits are generally described as beginning from the southern terminus of Phase 3.B, southwest approximately 818' upstream, for Part 4.A. Then, continue from the southern terminus of Part 4.A approximately 538' southwest as shown on the attached map.*
- 2.1.5 *Phase 5 - The project limits are generally described as beginning from the southern terminus of Phase 4.B, southwest approximately 1,154' upstream, as shown on the attached map.*

3.0 SCOPE OF WORK – THOMAS CREEK RESTORATION

- 3.1** The project shall consist of removing dead trees as well as uprooted trunks, limbs and parts of trees from Thomas Creek. The limits of the project are from bank edge to bank edge of the creek or approximately 15 feet offset from either side of the centerline when the County determines the creek banks to be undefined.
- 3.2** Only deadfall trees that have fallen over or into the creek shall be removed. All activities performed shall take care that active vegetation in the canopy over the creek and its banks, along the littoral shelf and the littoral/riparian interface, and bottom habitat are not harmed. Impacts to adjacent wetlands shall be minimized using Best Management Practices, including but not limited to the use of mats under vehicles or heavy equipment and regarding any rutting to natural contours, such that temporary impacts would readily re-recruit and return to un-impacted conditions within one growing season. The use of overhead booms or other heavy equipment shall be limited such that there is no damage to canopy vegetation.
- 3.3** There shall be no filling of wetlands for vehicle access or other purposes. There shall be no dredging of wetlands or other surface waters other than the removal of the woody materials.
- 3.4** In water work shall be conducted by floating vessels limited in size such that no side or bottom vegetation is contacted or harmed. If activity is conducted by vessel and the creek narrows to a point where the vessel may no longer safely be used without such contact, advancement shall be reduced to waders with hand tool removal.
- 3.5** Both the DACS Division of Forestry and the FDEP Northeast District office shall be notified upon selection of contractors and methodologies shall be discussed with both agency's staff, and amended to meet the criteria above if necessary. Both agencies shall further be accommodated for shore side and vessel based inspections during the work performed as a means of quality control/quality assurance.
- 3.6** Contractor shall be responsible for removal of all fallen loose and semi loose debris, and any construction type fencing as shown in the attached picture within the limits of work, as defined below. Any questions about the bank to bank limits or debris removal that extends beyond the limits of work shall be directed to the Nassau County representative for clarification. Any questions on whether or not to remove a piece of debris shall be resolved by the County's on site inspector. However, in no case shall any dredging be performed by the Contractor under this contract.

- 3.7 The work described above shall be accomplished by hand removal or limited mechanical clearing. Contractor shall be responsible for the disposal of all debris removed from the Creek. The cost for the disposal shall be included in the overall project cost and shall not be a separate cost to be reimbursed to the Contractor. Method and location of the disposal shall be approved by the County and FDEP prior to work beginning.
- 3.8 The contractor must obtain, at its own expense, staging sites and access points for the project. These sites will require approval by both Nassau County and FDEP.

4.0 SPECIAL CONDITIONS:

- 4.1 County shall have the right to temporarily suspend the Contract due to unforeseen weather conditions or any other conditions that in the sole opinion of the County may cause the work to not proceed in an expeditious manner as determined by the County.

5.0 LIMITS OF WORK:

5.1 Project Phases Limits

- 5.1.1 Phase One: The project shall consist of removing dead trees as well as uprooted trunks, limbs and parts of trees from Thomas Creek between Point A Lat 30.54 Long -81.76 and Point B Lat 30.52 Long -81.76. The project limits are generally described as beginning at the intersection of Thomas Creek and Funks Creek and proceeding three thousand (3,000) feet to the southwest as shown on the attached map.
- 5.1.2 Phase Two: The project shall consist of removing dead trees as well as uprooted trunks, limbs and parts of trees from Thomas Creek between Point B Lat 30.52 Long -81.76 and Point C Lat 30.53 Long -81.76 and between Point A Lat 30.54 Long -81.76 and Point D Lat 30.53 Long -81.76. The project limits are generally described as beginning at the end of phase 1 and proceeding approximately one thousand (1,000) feet to the southwest and beginning at the intersection of Thomas Creek and Funks Creek which is the beginning of phase 1 and proceeding two thousand and seven hundred (3,000) feet the southeast as shown on the attached map.
- 5.1.3 Phase Three: The project shall consist of removing dead trees as well as uprooted trunks, limbs and parts of trees from Thomas Creek from Point A Lat 30.523 Long -81.763 to Point B Lat 30.522 Long -81.764 (Part 3.A). Then, continue from Point B to

Point C Lat 30.521 Long -81.764 (Part 3.B). The project limits are generally described as beginning from the southern terminus of Phase 2.A, southwest approximately 1,538' upstream, for Part 3.A. Then, continue from the southern terminus of Part 3.A approximately 576' southwest as shown on the attached map.

5.1.4 Phase Four: The project limits are generally described as beginning from the southern terminus of Phase 3.B, southwest approximately 818' upstream, for Part 4.A. Then for Part 4.B, continue from the southern terminus of Part 4.A approximately 538' southwest as shown on the attached map.

5.1.5 Phase Five: The project limits are generally described as beginning from the southern terminus of Phase 4.B, southwest approximately 1,154' upstream, as shown on the attached map.

5.2 Work shall take place from creek bank to creek bank with the work area delineated with white PVC pipes topped with orange tape on a spacing of 500 feet for phases 1-3. Phases 4 and 5 shall take place from either creek bank to creek bank or an offset of 15 from the center line of the creek/floodplain on either side. The work area for Phase 4 and 5 shall also be delineated with white PVC pipes topped with orange tape on a spacing of 500 feet . Any questions about the bank to bank work area limits shall be directed to the Nassau County and FDEP representative(s) for clarification.

6.0 COMPENSATION:

6.1 As part of this contract, the Contractor shall propose a payment methodology for the debris removal to be covered under this project (see Attachment "B").

7.0 PRECONSTRUCTION MEETING:

7.1 A preconstruction meeting shall be required. Contractor to have all subcontractors and necessary equipment inspected (or previously) present and be prepared to explain method of work. Division of Forestry and FDEP Northeast District staff shall be invited to the preconstruction meeting.

SECTION 00 55 00

NOTICE TO PROCEED

TO: Hayward Construction Group, LLC.

CONTRACTOR

12058 San Jose Blvd.

ADDRESS

Jacksonville FL 32223

CITY STATE ZIP

PROJECT: Thomas Creek Restoration Project – Phase 4 and 5
Bid Number NC11-003
Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement (Amendment) dated August, 27, 2012.

The Contract time for Substantial Completion is 120 consecutive calendar days from the date of commencement.

The Contract time for Final Completion is 148 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run October 8, 2012.

The date of Substantial Completion is February 5, 2013.

The date of Final Completion is March 5, 2013.

Nassau County Board of County Commissioners

BY: Shane Whittier, E.I.

TITLE: Project Manager

DATE: October 1, 2012

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

this 1st day of October 2012

BY: *Scott F. Beady*

TITLE: V.P.

CM1735

NOTICE OF COMMENCEMENT
FS 713.13 REVISED 04/29/08

AFTER RECORDING RETURN TO:

A CERTIFIED TRUE COPY
John A Crawford
Edy Chuefchel
CLERK CIRCUIT/COUNTY COURT
NASSAU COUNTY, FLORIDA



Property Appraisers Parcel Identification:

NOTICE OF COMMENCEMENT

State of Florida
County of Nassau

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in this Notice of Commencement.

Legal description of property (include street address, if available)

Thomas Creek Restoration Project - Contract # CM1735-A2

General description of improvements Thomas Creek Restoration - Clearing & De-Snagging

Owner's Name BOARD OF COUNTY COMMISSIONERS - NASSAU COUNTY

Address 96161 NASSAU PLACE - #1 YULEE FL 32097

Owner's Interest in site of the improvement

Fee Simple Title holder (if other than owner)

Address _____ Phone: _____ Fax: _____

Contractor Hayward Construction Group LLC

Address 1205B San Jose Blvd. #1002 Phone: 904 886 7122 Fax: 904 886 7992

Surety American Safety Casualty Ins Phone: 904 429-0555 Fax: 904 429-0888

Address 1515 CR 210 W. - Suite #211 Amount of Bond \$ 240,000

Lender's Name

Address _____ Phone: _____ Fax: _____

Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified: _____, _____, 20____)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

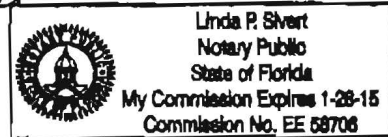
Mark Hayward
Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

MARK G. HAYWARD - MANAGING MEMBER
Print Name and Provide Signatory's Title/Office

State of Florida
County of Nassau

I have relied upon the following identification of the Affiant Mark Hayward

Sworn to and subscribed before me this 11th day of October
Linda P. Sivert
Notary Signature Linda P. Sivert
Printed Name



RIDER

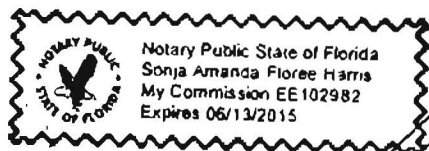
This Rider to Performance and Payment Bond No. **20-SUR-210561** issued on behalf of **Hayward Construction Group, LLC** and in favor of the **Board of County Commissioners, Nassau County, Florida** for the project known as **Contract No. CM1735 Thomas Creek Restoration Phases** hereby acknowledges the increase in the contract amount from **Five Hundred Fifty Nine Thousand Seven Hundred Ninety Eight & 00/100 (\$559,798.00)** to **Eight Hundred Six Thousand Two Hundred Fifty Eight & 00/100 (\$806,258.00)**

All other terms and conditions of Bond No. **20-SUR-210561** remain unchanged and are in full force and effect.

Signed, sealed, and dated this **23rd** day **August**, 20**12**

**American Safety Casualty
Insurance Company**

[Handwritten Signature]
By _____
Jessica P Reno, Attorney-in-Fact



[Handwritten Signature]
23rd Day of August, 2012