

**FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION OF
THE WILLIAM BURGESS BOULEVARD EXTENSION**

THIS FIRST AMENDMENT TO THE CONTRACT FOR CONSTRUCTION OF THE WILLIAM BURGESS BOULEVARD EXTENSION in Nassau County, Florida (hereinafter "Amendment") is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the "County"), and **PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.** (hereinafter "Contractor") (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Construction of the William Burgess Extension for Nassau County, Florida dated August 12, 2024 (hereinafter "Contract"); and

WHEREAS, pursuant to Article 6 of the Contract, the Contractor's Total Base Bid amount for the William Burgess Boulevard Extension Project (hereinafter "Project") is Nineteen Million, Six Hundred and Seventy-Nine Thousand, Fifteen Dollars and 77/100 (\$19,679,015.77); and

WHEREAS, pursuant to Article 6 of the Contract, the County is only responsible for Sixteen Million, Four Hundred Fifty-One Thousand, Eight Hundred Nine Dollars and 10/100 (\$16,451,809.10) of the Total Base Bid amount for the Project and the Contractor is required to enter into a separate contract with JEA for a portion of the work for the Project in the amount of Three Million, Two Hundred Twenty-Seven Thousand, Two Hundred Six Dollars and 67/100 (\$3,227,206.67), as set forth in Section 19 of Section 00 41 15 of the "Technical Special Provisions for the JEA Utility Work" as contained in Exhibit "A" of the Contract; and

WHEREAS, Section 5.03 Liquidated Damages. of the Contract provides that the Contractor shall pay the County Seven Thousand, Six Hundred Twenty-Five Dollars and 00/100 (\$7,625.00) for each day that expires after the time specified in Section 5.02 of the Contract for Substantial Completion and until the Work is substantially complete, and after Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County Seven Thousand, Six Hundred Twenty-Five Dollars and 00/100 (\$7,625.00) for each day that expires after the time specified in Section 5.02 of the Contract for completion and readiness for final payment until the Work is completed and ready for final payment; and

WHEREAS, the amount referenced in Section 5.03 of the Contract for liquidated damages is based on the total cost of the Project and not just the County's share; and

WHEREAS, the Parties now desire to amend the Contract to reduce the amount of the applicable liquidated damages amount to reflect that the liquidated damages contemplated in Section 5.03 of the Contract is based on the County's share of the total costs of the Project as more particularly set forth herein..

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of

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which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Section 5.03 of the Contract is hereby amended to reduce the applicable liquidated damage amount to Four Thousand, Six Hundred Eighty-Seven Dollars and 00/100 (\$4,687.00) for each day that expires after the time specified in Section 5.02 of the Contract for Substantial Completion and until the Work is substantially complete.

SECTION 2. Upon execution, renewal or extension of this Contract, the Contractor shall provide the County on a form approved by the County an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

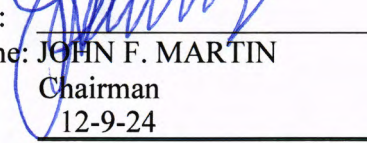
SECTION 3. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

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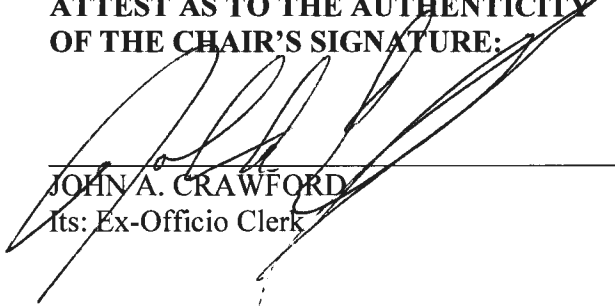
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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

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

Signature: 
Print Name: JOHN F. MARTIN
Title: Chairman
Date: 12-9-24

**ATTEST AS TO THE AUTHENTICITY
OF THE CHAIR'S SIGNATURE:**


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS
DENISE C. MAY, County Attorney

**PETTICOAT-SCHMITT CIVIL
CIVIL CONTRACTORS, INC.**

Signature: Jeff Rumer
By: Jeffrey Rumer
Title: Executive Vice President
Date: 11/27/2024