

SECTION 00 52 15**AGREEMENT**

THIS AGREEMENT is dated as of the 3rd-8th day of SEPT. in the year 2010 by and between the Board of County Commissioners, Nassau County (Owner) and Northpointe Services, Inc. located at 12300 Holstein Drive, Jacksonville, Florida 32226 (Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Reconstruction of a drainage detention pond and pond control structure. All work shall be in accordance with the construction drawings, specifications, and contract documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CR 121 Pond Reconstruction Project
Bid Number NC10-031
Nassau County, Florida

ARTICLE 3 - ENGINEER OF RECORD

3.01 The Project has been designed by Ayres Associates Inc, who is to act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer of Record in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the County and to fully complete the project as specified in Section 4.02 of this Agreement.

4.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 60 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 45 calendar days from the date of substantial completion.

4.03 Liquidated Damages

- A. Contractor and the County recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. 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 \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 The County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01 B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:

<u>One hundred thirty-two thousand nine hundred fifty-five dollars and seventy-five cents</u>	<u>(\$132,955.75)</u>
(use words)	(figures)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer of Record as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the County as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the

County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of the Work completed (with the balance being retainage)
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01** All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01** In order to induce the County to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda, if any
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Technical Specifications
 - 6. Construction Drawings
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Project Manual table of contents
 - d. Construction Drawing index
 - e. Performance Bond
 - f. Payment Bond
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Certificate of Substantial Completion
 - e. Certificate of Final Inspection
 - f. Certificate of Engineer
 - g. Certificate of Final Completion
 - h. CONTRACTOR'S release
 - i. Drawings and plans
 - j. Supplemental Agreements

- k. CONTRACTOR'S Waiver of Lien (Partial)
 - l. CONTRACTOR'S Waiver of Lien (Final and Complete)
 - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - n. Consent of Surety to Final Payment
 - o. Instructions to Bidders
 - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

None

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor, and Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Engineer of Record on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

Nassau County Board of County Commissioners

Signed: Michael H. Boyce

Title: Chairman

Date: 9-8-10

Attest: [CORPORATE SEAL]

Title: Ex-Officio Clerk

*ESK
9/8/10*

CONTRACTOR

NORTHPOINTE SERVICES INC

Signed: Dea B. [Signature]

Title: PRESIDENT

Date: SEPT 3, 2010

Attest: [CORPORATE SEAL]

Title: V.P.

Address for giving notices:

Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Phone: 904-491-7377 FAX: 904-321-2658

Address for giving notices:

NORTHPOINTE SERVICES INC
12300 HOLSTEIN DRIVE
JAX - FLORIDA 32226
Phone: ⁹⁰⁴757-3323 FAX: ⁹⁰⁴757-9776
License CGC034245 - CDC1224396

(Where applicable)

Approved as to form by County Attorney

Agent for service of process:

Signature

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

WRITTEN CONSENT IN LIEU OF
2009 ANNUAL MEETING OF THE BOARD OF DIRECTORS OF
NORTHPOINTE SERVICES, INC.

PURSUANT OF SECTION 607.0921, FLORIDA STATUTES, THE UNDERSIGNED, BEING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS OF NORTHPOINTE SERVICES, INC., A FLORIDA CORPORATION, HEREBY ADOPT THE FOLLOWING RESOLUTIONS AND CONSENT TO THE TAKING OF THE FOLLOWING ACTIONS.

RESOLVED, THAT ALL OF THE PURCHASES, CONTRACTS, ACTS, DISBURSEMENTS, RECEIPTS AND ACTIVITIES OF THE OFFICERS OF THE CORPORATION SINCE THE LAST WRITTEN CONSENT IN LIEU OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS ARE HEREBY RATIFIED, APPROVED AND CONFIRMED.

PRESENT:

PRESIDENT/TREAS TERESA S. MOORE
VICE-PRESIDENT/SEC DOUGLAS I. MOORE
VICE-PRESIDENT MICHAEL M. MOORE

FURTHER RESOLVED, THAT THE FOLLOWING PERSONS ARE DULY NOMINATED AND UNANIMOUSLY ELECTED TO THE OFFICES INDICATED OPPOSITE THEIR NAMES:

TERESA S. MOORE	PRESIDENT
MICHAEL M. MOORE	VICE PRESIDENT
ROBERT K. IRION, SR.	VICE PRESIDENT
DOUGLAS I. MOORE	SECRETARY/TREASURER

IN WITNESS WHEREOF, THIS CONSENT HAS BEEN EXECUTED EFFECTIVE AS OF THE 4TH DAY OF SEPTEMBER 2009.



TEESA S, MOORE
PRESIDENT



DOUGLAS I. MOORE
SEC/TREAS

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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[No Events](#) [No Name History](#)

Detail by Entity Name

Florida Profit Corporation

NORTHPOINTE SERVICES, INC.

Filing Information

Document Number P04000085053

FEI/EIN Number 562461489

Date Filed 05/28/2004

State FL

Status ACTIVE

Principal Address

12300 HOLSTEIN DRIVE
JACKSONVILLE FL 32226

Changed 03/18/2005

Mailing Address

12300 HOLSTEIN DRIVE
JACKSONVILLE FL 32226

Changed 03/18/2005

Registered Agent Name & Address

MOORE, TERESA S
12300 HOLSTEIN DRIVE
JACKSONVILLE FL 32226

Address Changed: 03/18/2005

Officer/Director Detail

Name & Address

Title PD

MOORE, TERESA S
12300 HOLSTEIN DRIVE
JACKSONVILLE FL 32226

Title STD

MOORE, DOUGLAS I
12300 HOLSTEIN DRIVE
JACKSONVILLE FL 32226

Title VD

MOORE, MICHAEL
12300 HOLSTEIN DR
JACKSONVILLE FL 32226

Title VD

IRION SR, ROBERT K
12300 HOLSTEIN DR
JACKSONVILLE FL 32226

Annual Reports

Report Year Filed Date

2008	02/04/2008
2009	01/14/2009
2010	04/28/2010

Document Images

- [04/28/2010 -- ANNUAL REPORT](#)
- [01/14/2009 -- ANNUAL REPORT](#)
- [02/04/2008 -- ANNUAL REPORT](#)
- [09/13/2007 -- ANNUAL REPORT](#)
- [03/23/2007 -- ANNUAL REPORT](#)
- [04/18/2006 -- ANNUAL REPORT](#)
- [03/18/2005 -- ANNUAL REPORT](#)
- [05/28/2004 -- Domestic Profit](#)

Note: This is not official record. See documents if question or conflict.

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SECTION 00 51 00

NOTICE OF AWARD

TO: Northpointe Services, Inc.

CONTRACTOR

12300 Holstein Drive

ADDRESS

Jacksonville, Florida 32226

CITY STATE ZIP

PROJECT: CR121 Pond Reconstruction Project

NAME

The Nassau County Board of County Commissioners has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids August 10, 20 10.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 132,955.75. You are required to execute the Agreement in duplicate and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and void.

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

Dated this 8th day September, 20 10.

Nassau County Board of County Commissioners

BY: Michael H. Berg

TITLE: Chairman

esk
9/8/10

**ATTEST AS TO CHAIRMAN'S
SIGNATURE ONLY**



ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by TERESA S. MOORE
this 8th day of September, 2010.

BY: Teresa S Moore TITLE: PRESIDENT

SECTION 00 61 15

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Northpointe Services, Inc., 12300 Holstein Drive, Jacksonville FL 3226 32226
SURETY (Name and Address of Principal Place of Business): Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117

OWNER (Name and Address): Nassau County Board of County Commissioners, 96135 Nassau Place Suite 1, Yulee FL 32097

CONTRACT

Date: September 8, 2010
Amount: \$132,955.75
Description (Name and Location): Reconstruction of a Drainage Detention Pond, Contract #CM1653

BOND

Bond Number: 71000700
Date (Not earlier than Contract Date): September 29, 2010
Amount: \$132,955.75
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Northpointe Services, Inc.

SURETY
Western Surety Company (Seal)

Signature: [Handwritten Signature] (Seal)
Name and Title: TERESA S MOORE, PRESIDENT

Surety's Name and Seal
By: [Handwritten Signature]
Signature and Title: John D. Weisblat, Attorney-In-Fact (Attach Power of Attorney)

Attest: [Handwritten Signature]
Signature and Title: Patricia A. Tinsman, Office Manager

[Space is provided below for signatures of additional parties, if required.]

SECTION 00 61 16

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Northpointe Services, Inc., 12300 Holstein Drive, Jacksonville, FL 32226

SURETY (Name and Address of Principal Place of Business):

Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117

OWNER (Name and Address):

Nassau County Board of Commissioners, 96135 Nassau Place Suite 1, Yulee, FL 32097

CONTRACT

Date: September 8, 2010

Amount: \$132,955.75

Description (Name and Location): Reconstruction of a Drainage Detention Pond Contract #CM1653

BOND

Bond Number: 71000700

Date (Not earlier than Contract Date): September 29, 2010

Amount: \$132,955.75

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Northpointe Services, Inc.

SURETY

Signature: Teresa S. Moore (Seal)

Name and Title: TERESA S. MOORE
PRESIDENT

Western Surety Company (Seal)

Surety's Name and (Corporate Seal)

By: [Signature]

Signature and Title John D. Wejsbrot, Attorney-In-Fact
(Attach Power of Attorney)

Attest: [Signature]

Signature and Title Patricia A. Tinsman, Office Manager

(Space is provided below for signatures of additional parties, if required.)

POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP-

43388927

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	PATRICIA A TINSMAN

in the City of PIPERSVILLE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (1,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

JULY 31, 2015, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

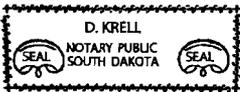
The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

WESTERN SURETY COMPANY
 By Paul T. Bruffat
 Senior Vice President

STATE OF SOUTH DAKOTA }
 COUNTY OF MINNEHAHA } ss.

On this 11th day of December, in the year 2006, before me, a Notary Public, personally appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public, South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this * 29th day of September, 2010

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

WESTERN SURETY COMPANY
 By Paul T. Bruffat
 Senior Vice President

Form 749-12-2006

NOTICE This border must be BLUE. If it is not BLUE, this is not a certified copy. —>

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Condition and Affairs
December 31, 2009

ASSETS

Bonds	\$1,193,435,614
Stocks	22,759,271
Cash and short-term investments	29,157,255
Uncollected premiums and agents' balances	33,002,353
Amounts recoverable from reinsurers	(3,057,290)
Funds held by or deposited with reinsured companies	26,355,884
Net deferred tax asset	19,445,837
Electronic data processing equipment and software	3,117,199
Investment income due and accrued	15,587,378
Other assets	2,217,560
Total Assets	<u><u>\$1,342,021,061</u></u>

LIABILITIES AND SURPLUS

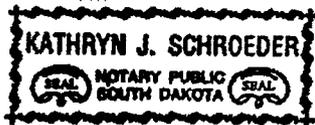
Losses	\$269,022,299
Loss adjustment expense	70,589,857
Contingent and other commissions payable	5,229,781
Other expense	29,445,697
Taxes, licenses and fees	2,337,499
Federal and foreign income taxes payable	13,593,490
Unearned premiums	241,078,902
Retroactive reinsurance reserve assumed	11,093,043
Other liabilities	20,328,654
Total Liabilities	<u><u>662,719,222</u></u>

Surplus Account:

Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	498,866,607

Surplus as regards policyholders	<u>\$679,301,839</u>
Total Liabilities and Capital	<u><u>\$1,342,021,061</u></u>

Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2009, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy
Vice President, Treasurer

Subscribed and sworn to me this 10th day of March, 2010.

My commission expires:

KATHRYN J. SCHROEDER
My Commission Expires 7-21-2015

Kathryn J. Schroeder
Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/23/2010
PRODUCER (904)353-3181 FAX (904)353-5722 Cecil W. Powell & Co. P.O. Drawer 41490 219 Newnan St. Jacksonville, FL 32203-1490		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Northpointe Services, Inc 12300 Holstein Dr. Jacksonville, FL 32226		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: WESTFIELD INSURANCE CO
		INSURER B: Bridgefield Employers Ins Co 10701
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TRA4162074	11/15/2009	11/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRA4162074	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	TRA4162074	11/15/2009	11/15/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	083039742	08/11/2010	08/11/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Contractors Equipment/Owned-Leased or Rented	TRA4162074	11/15/2009	11/15/2010	Special Coverage Limit-\$200,000 Rented-Leased Deductible - \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project Name: CR 121 Pond Reconstruction Project Contract Tracking No: CM1653
Bid No: NC10-031

***10 Day Notice of Cancellation for Non-Payment of Premium**

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place Suite 6 Yulee, FL 32907	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James C. Coleman III CIC/VG.
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION 00 65 16

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CONTRACT MANAGEMENT
2010 DEC 23 PM 3:10

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: CR 121 Pond Reconstruction

Purchase Order No.: 11000002-01

Contract Date: September 8, 2010

This Certificate of Substantial Completion applies to:

All work under Contract Portion of work described as follows:

The Work to which this Certificate applies has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on : December 12, 2010.

DATE

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin.

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR (England-Thims & Miller, Inc.)

By: [Signature] DATE: 12/13/10

NASSAU COUNTY PROJECT MANAGER

By: [Signature] DATE: 12/17/10

NASSAU COUNTY OPERATIONS DIRECTOR

By: [Signature] DATE: 12/17/10

CONSULTING ENGINEER/ARCHITECT, ETC.:

~~Ayres Associates~~

By: [Signature] DATE: 12/17/10

CONTRACTOR:

Northpointe Services, Inc.

By: [Signature] DATE: 12/13/10



14775 Old St. Augustine Road ▪ Jacksonville, Florida 32258
tel 904.642.8990 ▪ fax 904.646.9485 ▪ www.etminc.com

PRINCIPALS

Douglas C. Miller, PE., CEO
N. Hugh Mathews, PE., President
Joseph A. Tarver, Exec. V.P.
Juanitta Bader Clem, PE., V.P.
Scott A. Wild, PE., PSM, V.P.
Samuel R. Crissinger, CFO, V.P.
Robert A. Mizell, Jr., PE., V.P.
Thomas N. Fallin, PE., V.P.
Buckley K. Williams, C.C.C.A., V.P.
K.T. Peter Ma, PE., V.P.

December 22, 2010

Mr. Jonathan Page, P.E.
Nassau County Engineering Services Dept.
96161 Nassau Place
Yulee, FL 32097

EMERITUS

James E. England, PE.
Robert E. Thims

Subject: CR-121 Pond Construction
Nassau County Bid No.: 10-031
Project Closeout

Dear Jonathan,

To the best of my knowledge and belief, all work on the CR-121 Pond Construction project has been completed and is in reasonable conformance with the plans, specifications, and designer's intent. Any significant deviations have been documented and approved.

If you have any question, please feel free to call me or Carrie Smithheart at (904) 509-9007.

Sincerely,

Kent A. Ponder, P.E.
Senior Project Engineer

RECEIVED
CONTRACT MANAGEMENT
2011 FEB -3 AM 11:22

Cc: S. Herring – Nassau County
C. Smithheart – ETM
B. Williams – ETM
File:



England-Thims & Miller, Inc.
14775 Old St. Augustine Rd.
Jacksonville, FL 32258
Tel: (904) 642-8990
Fax: (904) 646-9485

LETTER OF TRANSMITTAL

To: Nassau County Engineering Services Dept.
ATTN: Jonathan Page, Engineer III
Address: 96161 Nassau Place
Yulee, FL 32097

Date: February 1, 2011
Job No: 10-014-99
Reference: Project Certifications

VIA: Mail

- WE ARE SENDING YOU Attached Under separate cover via _____ the following items:
- Shop Drawings Prints Plans Samples Specifications
 - Copy of Letter Change Order Work Order S.A. Invoice

COPIES	DATE	NO.	DESCRIPTION
1	10/19/2010	1	Sandy Ford at US-301 Project Certification.
1	12/22/2010	1	CR-121 Pond Construction Project Certification.
1	1/24/2011	1	Ford Road at US-301 Project Certification.
1	2/01/2011	1	Citrona at Sadler Road Project Certification.

THESE ARE TRANSMITTED AS CHECKED BELOW:

- For Approval Approved as Submitted Resubmit _____ Copies for Approval
- For Your Use Approved as Noted Submit _____ Copies for Distribution
- As Requested Returned for Corrections Return _____ for Corrected Prints
- Review and Comment _____
- FOR BIDS DUE _____, 2011 PRINTS RETURNED AFTER LOG IN TO IS

Remarks Please find the attached for your records.

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CONTRACT MANAGEMENT
2011 FEB -3 AM 11:22

COPY TO: S. Herring, B. Williams, C. Smithheart, File

SIGNED: *Kent A. Ponder*
Kent A. Ponder, P. E.