

AGREEMENT

THIS AGREEMENT is dated as of the 18th day of May in the year 2011 by and between Nassau County Board of County Commissioners (Owner) and Sayer Enterprises, Inc. dba Southern Development Corporation, located at 6639 Southpoint Parkway, Suite 107, Jacksonville, Florida 32216 (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:

This project consists of the intersection improvements (milling and resurfacing, lane widening, right and left turn lanes, shoulder construction, sidewalk construction, drainage improvements) for Chester Road from 700' south of Pages Dairy Road to 250' feet north of Heron Isles and Pages Dairy Roads from 500' west of Chester Road to Chester Road. The work to be performed is generally described as construction roadway improvements to a two lane rural road and includes:

- Existing travel lane widening, milling and resurfacing of existing asphalt pavement and paved shoulder construction.
- Sidewalk construction
- Right turn lane and left turn lane construction
- Drainage improvements.
- Erosion control.
- Traffic maintenance and protection.
- Seeding and sodding of disturbed areas.
- Signage and pavement markings.

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:

**Chester Road at Pages Dairy Road Intersection Improvements Project
Bid Number NC11-008 Nassau County, Florida**

ARTICLE 3 - ENGINEER OF RECORD

3.01 The Project has been designed by PBS&J, 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 124 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:
Nine hundred seventy-six thousand seven hundred and three dollars and fifty-six cents (\$976,703.56)

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

CONTRACTOR

Nassau County Board of County Commissioners

Sayer Enterprises, Inc.

dba Southern Development Corporation

Signed: Walter J. Boatright

Signed: J. Sayer

Printed Name: Walter J. Boatright

Printed Name: Javid Sayer

Title: Chairman

Title: Vice President

Date: 5-23-11

Date: 05-31-2011

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: J. Boatright

Attest: J. Sayer

Title: Ex-Officio Clerk

Title: Corp Secretary

Address for giving notices: 5/20/11

Address for giving notices:

Nassau County, Contract Management

Sayer Enterprises, Inc. dba Southern Development Corporation

96135 Nassau Place, Suite 6

ATTN: Javid Sayer
6639 Southpoint Parkway, Suite 107
Jacksonville, FL 32216

Yulee, FL 32097

Phone: 904-491-7379 FAX: 904-321-2658

Phone: 904-727-7483 FAX: 904-727-7485

License CC057057 CC058428

(Where applicable)

Approved as to form by County Attorney

Agent for service of process:

Signature

Contract No. **CM1733**

Bid No. NC11-008

(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.)



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Detail by Entity Name

Florida Profit Corporation

SAYAR ENTERPRISES, INC.

Filing Information

Document Number P98000091169
FEI/EIN Number 593540289
Date Filed 10/27/1998
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 11/23/2010
Event Effective Date NONE

Principal Address

6639 SOUTHPOINT PARKWAY
 SUITE 107
 JACKSONVILLE FL 32216

Changed 02/18/2008

Mailing Address

6639 SOUTHPOINT PARKWAY
 SUITE 107
 JACKSONVILLE FL 32216

Changed 02/18/2008

Registered Agent Name & Address

SAYAR, GEORGE Y
 6639 SOUTHPOINT PARKWAY
 SUITE 107
 JACKSONVILLE FL 32216 US

Name Changed: 01/07/2004

Address Changed: 02/18/2008

Officer/Director Detail

Name & Address

Title P

SAYAR, GEORGE Y
 6639 SOUTHPOINT PARKWAY, STE 107
 JACKSONVILLE FL 32216

Title S

JAN 29 2011 10:51 AM

CHAPLIN, JENNIFER D
6639 SOUTHPOINT PARKWAY, STE 107
JACKSONVILLE FL 32216

Title VP

SAYAR, JAVID A
6639 SOUTHPOINT PARKWAY, STE 107
JACKSONVILLE FL 32216

Title VP

GLASS, ALAN F
6639 SOUTHPOINT PARKWAY, STE. 107
JACKSONVILLE FL 32216

Title VP

NAGEL, ROBERT G
6639 SOUTHPOINT PARKWAY
JACKSONVILLE FL 32216

Annual Reports

Report Year Filed Date

2009 03/04/2009
2010 03/22/2010
2011 03/30/2011

Document Images

03/30/2011 -- ANNUAL REPORT	View image in PDF format
11/23/2010 -- Amendment	View image in PDF format
07/27/2010 -- Off/Dir Resignation	View image in PDF format
03/22/2010 -- ANNUAL REPORT	View image in PDF format
03/04/2009 -- ANNUAL REPORT	View image in PDF format
10/17/2008 -- Amendment	View image in PDF format
03/13/2008 -- Amendment	View image in PDF format
02/18/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
05/18/2006 -- Amendment	View image in PDF format
03/29/2006 -- ANNUAL REPORT	View image in PDF format
01/06/2005 -- ANNUAL REPORT	View image in PDF format
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01/17/2003 -- ANNUAL REPORT	View image in PDF format
03/25/2002 -- ANNUAL REPORT	View image in PDF format
01/08/2001 -- ANNUAL REPORT	View image in PDF format
04/13/2000 -- ANNUAL REPORT	View image in PDF format
03/09/1999 -- ANNUAL REPORT	View image in PDF format
10/27/1998 -- Domestic Profit	View image in PDF format

SECTION 00 51 00

NOTICE OF AWARD

TO: Sayar Enterprises, Inc. dba Southern Development Corporation

CONTRACTOR

6639 Southpoint Parkway, Suite 107

ADDRESS

Jacksonville, Florida 32216

CITY STATE ZIP

PROJECT: Chester Road at Pages Dairy Road Intersection Improvements 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 April 5, 20 11.

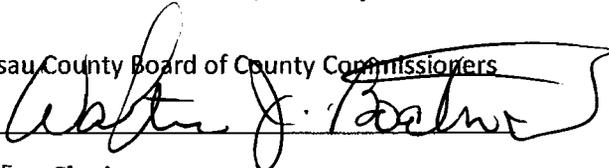
You are hereby notified that your Bid has been accepted for items in the amount of \$ 976,703.56. You are required to execute the Agreement in duplicate and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this 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 18th day May, 2011.

Nassau County Board of County Commissioners

BY: 

TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Jawid Sayar
this 26th day of May, 2011.

BY: Jawid Sayar TITLE: Vice President

Performance and Payment Bond**Public Work****Surety Bond No.: PRF8974819**

As to the Contractor/Principal:

Name: **Sayar Enterprises, Inc. dba Southern Development Corporation**Principal Business Address: **6639 Southpoint Parkway, Suite 107, Jacksonville, FL 32216**Telephone: **(904) 727-7483**

As to the Surety:

Name: **Fidelity and Deposit Company of Maryland**Principal Business Address: **1400 American Lane, Schaumburg, IL 60196**Telephone: **(407) 629-1955**

As to the Owner of the Property/Contracting Public Entity:

Name: **Nassau County Board of County Commissioners**Principal Business Address: **76347 Veterans Way, Suite 456, Yulee, FL 32097**

Telephone: _____

Project Description: Chester Road at Pages Dairy Road Intersection Improvements**Legal Description of Project: Chester Road at Pages Dairy Road Intersection Improvements**

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

PUBLIC CONSTRUCTION BOND

Bond No.: PRF8974819

BY THIS BOND, we, Sayar Enterprises, Inc. dba Southern Development Corporation a principal business address of 6639 Southpoint Parkway, Suite 107, Jacksonville, FL 32216 as Principal, and Fidelity and Deposit Company of Maryland, a corporation with a principal business address 1400 American Lane, Schaumburg, IL 60196 as Surety, are bound to Nassau County Board of County Commissioners, 76347 Veterans Way, Suite 456, Yulee, FL 32097, herein called OWNER, in the sum of Nine Hundred Seventy Six Thousand Seven Hundred Three and 56/100 (\$976,703.56) Dollars, payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated May 18, 2011, between Principal and Owner for Chester Road at Pages Dairy Road Intersection Improvements the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any claimant should refer to Section 255.05, Florida Statutes, for provisions regarding notice and time limitations.

DATED ON June 3, 2011.

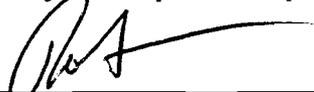
PRINCIPAL:

**Sayar Enterprises, Inc. dba
Southern Development Corporation**

By: 
Signature
David Segal, VP
Name and Title
(CORPORATE SEAL)

SURETY:

Fidelity and Deposit Company of Maryland

By: 
Signature
Robert T. Theus, Attorney-in-Fact
Name and Title
(CORPORATE SEAL)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Robert T. THEUS, Roger R. HURST, Fitzhugh K. POWELL, JR. and Walter Neal MYERS, all of Jacksonville, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert T. THEUS, Roger R. HURST, Fitzhugh K. POWELL, JR., dated January 23, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of February, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

By:

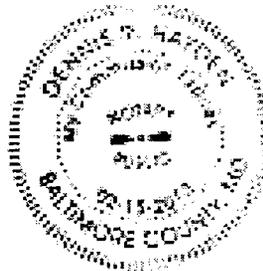
William J. Mills

Gerald F. Haley Assistant Secretary *William J. Mills* Vice President

State of Maryland }
Baltimore County } ss:

On this 13th day of February, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

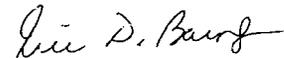
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 3rd day of June, 2011.



Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2011

PRODUCER 904.353.3181 FAX 904.353.5722
 Cecil W. Powell & Co.
 P.O. Drawer 41490
 219 Newman 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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Sayar Enterprises, Inc.
 DBA: Southern Development Corp
 6639 Southpoint Parkway
 Suite 107 & 108
 Jacksonville, FL 32216

INSURER A: Westfield Ins Co
 INSURER B: Bridgefield Employers Ins Co
 INSURER C: Travelers Prop Cas of Am
 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMM3626408	06/04/2011	06/04/2012	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
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CMM3626408	06/04/2011	06/04/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CMM3626408	06/04/2011	06/04/2012	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	83032838	12/01/2010	12/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER Inland Marine	QT6600542B69ATIL11	06/04/2011	06/04/2012	Leased / Rented Equipment Limit per Item: \$ 250,000 Deductible: \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

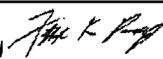
CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners
 96135 Nassau Place Suite 6
 Yulee, FL 32907

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

Fitzhugh K. Powell Jr AAI CI 

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

2011 OCT 14 AM 10: 29

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Chester Road at Pages Dairy Road

Purchase Order No.: 11000487-00

Contract Date: 18 May 2011

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 : 27 September 2011.

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 calendar 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

By: N/A - PB

DATE: _____

NASSAU COUNTY PROJECT MANAGER

By: [Signature]
ROAD + BRIDGE FIELD MANAGER

DATE: 10/12/11

NASSAU COUNTY OPERATIONS DIRECTOR

By: [Signature]

DATE: 10/12/11

CONSULTING ENGINEER/ARCHITECT, ETC.:

PATSON BRINCKERHOFF

By: [Signature]
MAYFORTH

DATE: 28 SEPT 2011

CONTRACTOR:

Southern Development Corporation

By: [Signature]

DATE: 9/30/11

SECTION 00 65 16

**TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED
(PUNCH LIST)**

Date: 27 September 2011 Purchase Order No.: 11000487-00

Project: Chester Road/Pages Dairy Road Improvements

Contractor: Southern Development Corporation

This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents.

NO:

ITEM:

- 1 Furnish As-Built Drawings.
- 2 Valve collars to be placed and valve lids to be adjusted.
- 3 Gore striping to be installed.
- 4 Thermo-plastic striping to be installed.
- 5 Existing sign panels are to be removed at Starfish Dr. location.
- 6 Temporary asphalt or permanent panels are to be installed for pedestrian crossing at railroad tracks.
- 7 Cracked sidewalk at stas. 109+80, 147+40, and 141+00.
- 8 Install Detectable Warning Mats for sidewalk throughout Project.
- 9 Install missing signs and object markers.
- 10 Install blue RPM's .
- 11 Install Guiderails and Ditch Pavement at identified locations.
- 12 Provide additional application of fertilizer to sod project wide.
- 13 Address wash-outs throughout Project with top soil and seeding.
- 14 Remove debris from MES S-12.
- 15 Point and patch pipe at S-19.
- 16 Remove and replace deficient sod (currently stas. 137+00 to 150+50 right rdwy.).
- 17 Identify manhole lid with object marker (and add fill) at sta. 119+00 (left rdwy.).

SECTION 00 65 19

CERTIFICATE OF FINAL COMPLETION

Project: Chester Road at Pages Dairy Road

Purchase Order No.: 11000487-00

Contract Date: 18 May 2011

This Certificate of Final Completion applies to:

The Work under this Contract has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and all Work is hereby declared to be complete in accordance with the Contract

Documents on: 11 November 2011

DATE

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR

By: N/A

DATE: N/A

NASSAU COUNTY PROJECT MANAGER

By: [Signature]

DATE: 11/29/11

NASSAU COUNTY OPERATIONS DIRECTOR

By: [Signature]

DATE: 11/29/11

CONSULTING ENGINEER/ARCHITECT, ETC.:

Parsons Brinckerhoff

By: [Signature] - (MAYFORTH)

DATE: 14 November 2011

CONTRACTOR:

Southern Development Corporation

By: [Signature]

DATE: 11/18/11