

AGREEMENT

This AGREEMENT, made and entered into as of the 28th of July, 2022, by and between **GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY** (the "Authority") and **KIEWIT INFRASTRUCTURE SOUTH CO.**, the ("Contractor"), with respect to that certain Project consisting generally of the construction of "**Taxiway A Extension, Reconfiguration & Rehabilitation**", **Project No. 22-001R**.

WITNESSETH:

The Authority and Contractor in consideration of the mutual covenants and obligations contained herein, hereby agree as follows:

I. BID DOCUMENTS

1.1 The Authority and Contractor hereby agree that all documents which are part of the Bid Documents and the response to the Bid are hereby made a part of and incorporated in the Agreement for all purposes.

II. WORK

2.1 Contractor shall perform all of the Work in accordance with the Contract Documents (as that term is defined in the General Conditions which are attached to and made a part of this Agreement). All of the other Contract Documents are hereby incorporated into and made a part of this Agreement by this reference. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

2.2 The Contract Documents represent the final and entire integrated agreement between the parties with respect to the Work. The Contract Documents supersede all prior oral or written agreements, if any, between the parties, and any statement, representation, promise or inducement not set forth in the Contract Documents is null and void and not binding on the Authority or Contractor. Except for the warranty and third party beneficiary rights of the Authority set forth herein, the Contract Documents shall not in any way create a relationship of any kind between Engineer or the Authority's Representative and Contractor or between the Authority and a Subcontractor or Supplier, or between the Authority and any other person.

2.3 If any provision(s) of the Contract Documents is/are invalid, illegal, or unenforceable such provision(s) shall be considered divisible, and all other provisions of the Contract Documents shall nevertheless remain in full force and effect.

III. CONTRACT TIME

3.1 The Authority and Contractor recognize that time is of the essence with respect to Contractor's performance of its obligation under the Contract Documents, and the Authority shall suffer financial loss if Substantial Completion of the Work is not achieved within the Contract Time specified in paragraph 3.2 below. Accordingly, if Contractor fails to achieve Substantial Completion of the Work, within the Contract Time, it shall pay the Authority Liquidated Damages in accordance with the terms stated below in Article IV, Liquidated Damages.

3.2 Contractor shall commence the Work within ten (10) days after the date specified for the commencement of the Work in the Notice to Proceed and shall complete all Work hereunder as follows:

a. All facilities shall be operational to provide the Authority at its option the full time use of the Project as intended by the Contract Documents and Contractor shall perform the Work to achieve Substantial Completion within the Phases and times stipulated below and in Special Provision No. 2.

b. Contractor shall perform the Work to achieve Final Completion within 30 calendar days after the date of Substantial Completion.

IV. LIQUIDATED DAMAGES

If Contractor fails to achieve Substantial Completion of the Work, or individual work phases, within the Contract Time, as said time period may be adjusted pursuant to the terms of the Contract Documents, Contractor shall pay the Authority Liquidated Damages in accordance with the following:

- a. Contractor shall pay the Authority as Liquidated Damages, and not as a penalty, the amounts listed below for each day that the work, or individual work phases, is not complete after the Contract Time specified above in paragraph 3.2a. These Liquidated Damages are the Authority's sole and exclusive Substantial Completion delay related damages and represent a reasonable estimate of the Authority's damages in the event Substantial Completion of the Work is delayed. Contractor agrees that these Substantial Completion Liquidated Damages do not constitute a penalty or forfeiture.

Phase	Calendar Days Allowed Per Phase	Liquidated Damages Per Calendar Day
Phase 1 - Mobilization	90	\$250
Construction Phase		
Phase 2	90	\$500
Phase 2A	10	\$1,000
Phase 3	60	\$500
Phase 3A	14	\$1,000
Phase 3B	10	\$500
Phase 4	28	\$500
Phase 4A	14	\$500
Phase 4B	14	\$500
Phase 5	184	\$5,000
Phase 5A	120	\$500
Phase 5B	2	\$1,000
Phase 5C	60	\$5,000
Phase 5D	21	\$5,000
Phase 5E	2	\$1,000
Phase 6	14	\$1,000
Phase 7	150	\$500
Phase 8	30	\$500
Phase 9 – Substantial Completion	30	\$500
Total	484	\$1,000

In addition to the damages specified in 4.1.a:

- b. Contractor shall pay the Authority as Liquidated Damages and not as a penalty, the amount specified in the table above for each day that expires after the time specified in Paragraph 3.2.b for Final Completion. These Liquidated Damages are the Authority's sole and exclusive Final Completion delay related damages and represent a reasonable estimate of the Authority's damages in the event Final Completion of the Work is delayed. Contractor agrees that these Final Completion Liquidated Damages do not constitute a penalty or forfeiture. Also, Contractor agrees these Final

Completion Liquidated Damages are in addition to, and not duplicative of, the Substantial Completion Liquidated Damages noted in Paragraph 4.1.a above.

V. CONTRACT PRICE

5.1 The Authority hereby agrees to pay to Contractor in lawful money of the United States for the faithful performance of all of Contractor's obligations under the Contract Documents, and Contractor agrees to accept in full payment the Contract Price of \$15,885,767.50 subject to the conditions governing payments to Contractor in the Contract Documents. If the Contract Price includes any Unit Price amounts and the actual quantity of Unit Price items installed is different than the estimated quantity, then the Contract Price shall be adjusted in accordance with the Contract Documents. The Contract Price includes, if applicable, only those Alternates accepted by the Authority, as identified in paragraph 5.3 below.

5.2 The Unit Prices and associated estimated quantities included within the Contract Price are attached hereto and made a part hereof as Schedule A.

VI. PAYMENT

6.1 Payment procedures are outlined in the General Conditions, Article VII Payment. All monies not paid when due shall bear interest at a rate not to exceed six percent per year simple interest.

VII. MISCELLANEOUS

7.1 Contractor shall not sell, assign, transfer or otherwise convey any of its rights and shall not delegate any of its duties under the Contract Documents without the prior and expressed written consent of the Authority and the Surety. Any attempted sale, assignment, transfer, conveyance or delegation of Contractor's rights under this Agreement or the other Contract Documents in violation of the terms of this paragraph shall be void and shall relieve the Authority of any further liability under the Contract Documents, but shall not relieve Contractor or Contractor's Surety(ies) of any liability. If the Authority consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge Contractor from any duty, responsibility or obligation set forth in the Contract Documents, and shall not release or discharge the Surety(ies) under the bonds required by the Contract Documents.

7.2 This Agreement shall be binding on the Authority, Contractor, and all of their respective successors, heirs, legal representatives and, if the Authority has consented to an assignment or delegation as provided in the previous paragraph, assigns and delegates.

7.3 Any waiver by the Authority of any provision of the Contract Documents must be specific and in writing, and shall apply only to the particular matter concerned and not to other similar or dissimilar matters. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other breach. Neither the failure of the Authority to exercise any power given to the Authority under the Contract Documents or to insist upon compliance by Contractor with Contractor's obligations under the Contract Documents, nor any custom or practice of the Authority and Contractor at variance with the terms of the Contract Documents, shall constitute a waiver of the Authority's right to demand full and complete compliance by Contractor with the terms and provisions of the Contract Documents.

7.4 Nothing contained in the Contract Documents shall in any manner authorize,

empower or constitute Contractor, its Subcontractors or Suppliers as agent(s) of the Authority; authorize or empower Contractor, its Subcontractors or Suppliers to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the Authority; or authorize or empower Contractor, its Subcontractors or Suppliers to bind the Authority in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Authority. Contractor shall perform all Work under the Contract Documents as an independent Contractor. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to the Agreement.

7.5 This Agreement and the Contract Documents shall be governed by and construed in accordance with the Laws and Regulations of the State of Florida without giving effect to any rules governing conflict of laws.

7.6 The parties agree that for any litigation arising under the Contract Documents, venue shall be only in Alachua County, Florida.

7.7 The Authority's payment to Contractor of any progress or final payment shall not release Contractor of any liability and shall not be deemed evidence of performance or be construed as an acceptance of defective or improper Work, or Work that does not comply with the requirements of the Contract Documents.

VIII. DEFINITIONS

8.1 Defined terms used in this Agreement have the intent and meanings assigned to them in the General Conditions, Article I. Definitions.

IX. ENGINEER/AUTHORITY'S REPRESENTATIVE

9.1 The Authority has designated AECOM to assume all of the duties and responsibilities of CEI/RPR Representative and have the rights and authority assigned to the Authority's Representative in the Contract Documents.

9.2 The Authority has retained the services of AECOM to assume all of the duties and responsibilities and have the rights and authority assigned to Design representative/Engineer of Record and/or Architect of Record in the Contract Documents.

X. PUBLIC ENTITY CRIME STATEMENT

10.1 In accordance with the requirements of Section 287.133, Florida Statutes, the following statement is hereby made:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted vendor list."

Contractor hereby certifies and warrants that it has not been placed on any convicted felon list for the past thirty-six months.

XI. INSURANCE

11.1 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workers Compensation Act," or other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

11.2 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractor.

- a. Types – The types of insurance the Contractor is required to obtain and maintain for the full period of the contract will be: Worker's Compensation Insurance, and Comprehensive General Liability Insurance, as detailed in the following portions of this specification.
- b. Evidence – As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without 10 days notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment to the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- c. Adequacy of Performance – Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and charge the cost thereof to the Contractor.
- d. Payment of Damages – Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. The costs of all insurance shall be included in the various items of the contract and no additional compensation will be allowed.

- e. It is expressly understood by Contractor that the receipt of any required insurance certificate(s) by Authority hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement or GACRAA's minimum standards. Further, the failure of Authority to obtain certificates or other evidence of insurance from Contractor shall not be deemed a waiver by Authority. Nonconforming insurance shall not relieve Contractor of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Contractor hereunder may constitute a material breach of the Agreement and the Authority retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such evidence of insurance, to terminate this Agreement, at the Authority's sole discretion.

11.3 WORKMEN'S COMPENSATION INSURANCE. Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractors have obtained, for the period of the Contract, full Worker's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract.

This insurance shall be in strict accordance with the requirements of the most current and applicable state Worker's Compensation Insurance Laws.

11.4 COMPREHENSIVE GENERAL LIABILITY INSURANCE. The Contractor, prior to execution of the contract, shall file with the Owner copies of complete certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the Owner, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress of the proposal, similar insurance to protect the Owner of the premises on or near which construction operations are to be performed.

- a. Bodily Injury and Property Damage Other Than Automobile – Unless specifically required by provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

<u>Bodily Injury Liability</u>	
Each Occurrence -	\$2,000,000
Aggregate -	\$2,000,000

<u>Property Damage Liability</u>	
Each Occurrence -	\$2,000,000
Aggregate -	\$2,000,000

Bodily Injury and Property Damage
Umbrella Excess \$5,000,000 Single Limit

Such insurance shall include, but not be limited to, coverage for: (a) Underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- b. Owners Protective Liability – Bodily injury and property damage protection shall include as Additional Named Insured: the Owner, the Engineer and his consultants, each of their officers, employees and agents, and any other persons with an insurable interest designated by the

Owner as an Additional named Insured.

- c. Bodily Injury Liability and Property Damage Liability: Automobiles – Unless otherwise specifically required by provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Vehicles Operating Outside the Airport Operation Area

Bodily Injury Liability

Each Person - \$1,000,000

Each Occurrence - \$1,000,000

Property Damage Liability

Each Occurrence - \$1,000,000

- d. Indemnity – Included in such insurance will be contractual coverage sufficiently broad to ensure the provisions of Section XI.
- e. Contractor's liability insurance shall be endorsed to include as additional insured: the Authority, the Authority's Representative, Engineer, their consultants, any subsidiaries or affiliates, and each of their directors, officers, shareholders, agents, or employees. The insurance afforded to these additional insureds shall be primary insurance, and neither the coverage nor the amount of insurance provided under Contractor's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss they may have sustained. If the Subcontractors and Suppliers do not purchase and maintain the coverage specified in this Article or the Instructions to Bidders, they shall be included in Contractor's policies as additional insured.

XII. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

SUZANNE SCHIEMANN
Suzanne.schiemann@flygainesville.com
GAINESVILLE REGIONAL AIRPORT
3880 NE 39TH AVE, SUITE A
GAINESVILLE, FLORIDA 32609
(352) 373-0249 Ext: 113

The Contractor shall comply with all applicable public records laws, specifically including Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by the Authority to perform the work.
- b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the term of the Agreement if the contractor does not transfer the records to the Authority.
- d. Upon completion of this Agreement, transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the work. If the Contractor transfers all public records to the Authority upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

XIII. TITLE VI CONTRACT REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with Regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Material and Equipment. In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include: the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIV. REVIEW OF SUBCONTRACTS

Contractor shall forward copies of their major subcontracts to GACRAA's Contracts and Grants Administrator prior to execution. Contractor may redact dollar amounts prior to forwarding.

XV. DRAWINGS

SHEET NUMBER	SHEET TITLE
GENERAL	
G-001	COVER SHEET
G-002	INDEX OF DRAWINGS
G-003	SUMMARY OF QUANTITIES (1)
G-004	SUMMARY OF QUANTITIES (2)
G-005	BID SCHEDULE PLAN
G-030	GENERAL CONTRACT NOTES & SAFETY & SECURITY NOTES
G-031	CONTRACT LAYOUT PLAN
G-101	AIRFIELD PHASING PLAN - OVERALL
G-102	AIRFIELD PHASING PLAN - PHASE 2
G-103	AIRFIELD PHASING PLAN - PHASE 3
G-104	AIRFIELD PHASING PLAN - PHASE 4
G-105	AIRFIELD PHASING PLAN - PHASE 5, 5A, & 5B
G-106	AIRFIELD PHASING PLAN - PHASE 6 & 6A
G-107	AIRFIELD PHASING PLAN - PHASE 7
G-111	TEMPORARY PARTIALLY CLOSED RUNWAY
G-112	TEMPORARY RELOCATION RDRS
G-120	SAFETY DETAILS
CIVIL EXISTING CONDITIONS & DEMOLITION	
CD100	CIVIL EXISTING CONDITIONS & DEMOLITION LEGEND & NOTES
CD101	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (1)
CD102	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (2)
CD103	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (3)
CD104	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (4)
CD105	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (5)
CD106	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (6)
CD107	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (7)
CD120	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (20)
CD121	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (21)
CD122	CIVIL EXISTING CONDITIONS & DEMOLITION PLAN (22)
CIVIL	
CA101	GEOMETRY PLAN (1)
CA102	GEOMETRY PLAN (2)

CA103	GEOMETRY PLAN (3)
CA104	GEOMETRY PLAN (4)
CA105	GEOMETRY PLAN (5)
CA106	GEOMETRY PLAN (6)
CA107	GEOMETRY PLAN (7)
CA121	GEOMETRY PLAN (21)
CA122	GEOMETRY PLAN (22)
CA131	TYPICAL PAVEMENT SECTIONS (1)
CA132	TYPICAL PAVEMENT SECTIONS (2)
CA133	TYPICAL PAVEMENT SECTIONS (3)
CA134	TYPICAL PAVEMENT SECTIONS (4)
CA135	TYPICAL PAVEMENT SECTIONS (5)
CA136	TYPICAL PAVEMENT SECTIONS (6)
CA137	TYPICAL PAVEMENT SECTIONS (7)
CA138	TYPICAL PAVEMENT SECTIONS (8)
CA201	TAXIWAY A CENTERLINE PROFILE (1)
CA202	TAXIWAY A CENTERLINE PROFILE (2)
CA203	TAXIWAY A CENTERLINE PROFILE (3)
CA204	TAXILANE A1 THRU A6 CENTERLINE PROFILES
CA205	TAXILANE A7 THRU A9 CENTERLINE PROFILES
CA211	TAXIWAY C & D CENTERLINE PROFILES
CA300	GRADING & DRAINAGE LEGENED & NOTES
CA301	GRADING & DRAINAGE PLAN (1)
CA302	GRADING & DRAINAGE PLAN (2)
CA303	GRADING & DRAINAGE PLAN (3)
CA304	GRADING & DRAINAGE PLAN (4)
CA305	GRADING & DRAINAGE PLAN (5)
CA306	GRADING & DRAINAGE PLAN (6)
CA307	GRADING & DRAINAGE PLAN (7)
CA320	GRADING & DRAINAGE PLAN (20)
CA321	GRADING & DRAINAGE PLAN (21)
CA322	GRADING & DRAINAGE PLAN (22)
CA331	EXISTING DRAINAGE STRUCTURE & PIPE TABLE
CA332	PROPOSED DRAINAGE STRUCTURE & PIPE TABLE (1)
CA333	PROPOSED DRAINAGE STRUCTURE & PIPE TABLE (2)
CA341	DRAINAGE DETAILS (1)
CA342	DRAINAGE DETAILS (2)
CA343	DRAINAGE DETAILS (3)

CA344	DRAINAGE DETAILS (4)
CA345	DRAINAGE DETAILS (5)
CA351	PIPE PROFILE (1)
CA352	PIPE PROFILE (2)
CA501	EROSION CONTROL PLAN (1)
CA502	EROSION CONTROL PLAN (2)
CA503	EROSION CONTROL PLAN (3)
CA504	EROSION CONTROL PLAN (4)
CA505	EROSION CONTROL PLAN (5)
CA506	EROSION CONTROL PLAN (6)
CA507	EROSION CONTROL PLAN (7)
CA520	EROSION CONTROL PLAN (20)
CA521	EROSION CONTROL PLAN (21)
CA522	EROSION CONTROL PLAN (22)
CA531	EROSION CONTROL DETAILS (1)
CA532	EROSION CONTROL DETAILS (2)
CA601	MARKING PLAN (1)
CA602	MARKING PLAN (2)
CA603	MARKING PLAN (3)
CA604	MARKING PLAN (4)
CA605	MARKING PLAN (5)
CA606	MARKING PLAN (6)
CA607	MARKING PLAN (7)
CA621	MARKING PLAN (21)
CA622	MARKING PLAN (22)
CA631	MARKING DETAILS (1)
CA632	MARKING DETAILS (2)
CA700	MASTER CROSS SECTION PLAN
CA701	TAXIWAY A CROSS SECTIONS (1)
CA702	TAXIWAY A CROSS SECTIONS (2)
CA703	TAXIWAY A CROSS SECTIONS (3)
CA704	TAXIWAY A CROSS SECTIONS (4)
CA705	TAXIWAY A CROSS SECTIONS (5)
CA706	TAXIWAY A CROSS SECTIONS (6)
CA707	TAXIWAY A CROSS SECTIONS (7)
CA708	TAXIWAY A CROSS SECTIONS (8)
CA709	TAXIWAY A CROSS SECTIONS (9)
CA710	TAXIWAY A CROSS SECTIONS (10)
CA711	TAXIWAY A CROSS SECTIONS (11)
CA712	TAXIWAY A CROSS SECTIONS (12)
CA721	TAXIWAY B CROSS SECTIONS (1)

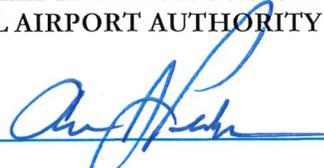
CA722	TAXIWAY B CROSS SECTIONS (2)
CA731	TAXIWAY C CROSS SECTIONS (1)
CA741	TAXIWAY D CROSS SECTIONS (1)
CA742	TAXIWAY D CROSS SECTIONS (2)
CA801	GATE DETAILS
AIRFIELD ELECTRICAL	
ED100	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION LEGEND
ED101	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (1)
ED102	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (2)
ED103	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (3)
ED104	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (4)
ED105	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (5)
ED106	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (6)
ED107	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (7)
ED121	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (21)
ED122	AIRFIELD LIGHTING EXISTING CONDITIONS & DEMOLITION PLAN (22)
EL100	AIRFIELD LIGHTING LEGEND & NOTES
EL101	AIRFIELD LIGHTING PLAN (1)
EL102	AIRFIELD LIGHTING PLAN (2)
EL103	AIRFIELD LIGHTING PLAN (3)
EL104	AIRFIELD LIGHTING PLAN (4)
EL105	AIRFIELD LIGHTING PLAN (5)
EL106	AIRFIELD LIGHTING PLAN (6)
EL107	AIRFIELD LIGHTING PLAN (7)
EL121	AIRFIELD LIGHTING PLAN (21)
EL122	AIRFIELD LIGHTING PLAN (22)
EL201	AIRFIELD LIGHTING NOTES (1)
EL202	AIRFIELD LIGHTING NOTES (2)
EL211	AIRFIELD LIGHTING DETAILS (1)
EL212	AIRFIELD LIGHTING DETAILS (2)
EL213	AIRFIELD LIGHTING DETAILS (3)
EL214	AIRFIELD LIGHTING DETAILS (4)
EL301	AIRFIELD GUIDANCE SIGN PLAN (1)
EL302	AIRFIELD GUIDANCE SIGN PLAN (2)
EL303	AIRFIELD GUIDANCE SIGN PLAN (3)
EL304	AIRFIELD GUIDANCE SIGN PLAN (4)
EL305	AIRFIELD GUIDANCE SIGN PLAN (5)
EL306	AIRFIELD GUIDANCE SIGN PLAN (6)
EL307	AIRFIELD GUIDANCE SIGN PLAN (7)
EL321	AIRFIELD GUIDANCE SIGN PLAN (21)
EL322	AIRFIELD GUIDANCE SIGN PLAN (22)

EL331	AIRFIELD NEW GUIDANCE SIGN SCHEDULE
EL332	AIRFIELD REPANEL GUIDANCE SIGN SCHEDULE
EL333	AIRFIELD GUIDANCE SIGN DETAILS (1)
EL334	AIRFIELD GUIDANCE SIGN DETAILS (2)
EL341	AIRFIELD GUIDANCE SIGN REPLACEMENT SCHEDULE – ADDITIVE ALTERNATE 6
EL342	AIRFIELD GUIDANCE SIGN REPLACEMENT PLAN (1) – ADDITIVE ALTERNATE 6
EL343	AIRFIELD GUIDANCE SIGN REPLACEMENT PLAN (2) – ADDITIVE ALTERNATE 6
EL401	TAXIWAY A EDGE LIGHT CIRCUIT HOMERUN PLAN
EL501	NORTH VAULT
SURVEY	
V-100	EXISTING TOPOGRAPHIC SURVEY LEGEND & NOTES
V-101	EXISTING TOPOGRAPHIC SURVEY (1)
V-102	EXISTING TOPOGRAPHIC SURVEY (2)
V-103	EXISTING TOPOGRAPHIC SURVEY (3)
V-104	EXISTING TOPOGRAPHIC SURVEY (4)
V-105	EXISTING TOPOGRAPHIC SURVEY (5)
V-106	EXISTING TOPOGRAPHIC SURVEY (6)
V-107	EXISTING TOPOGRAPHIC SURVEY (7)
V-121	EXISTING TOPOGRAPHIC SURVEY (21)
V-122	EXISTING TOPOGRAPHIC SURVEY (22)
V-123	EXISTING TOPOGRAPHIC SURVEY (23)
V-124	EXISTING TOPOGRAPHIC SURVEY (24)
V-125	EXISTING TOPOGRAPHIC SURVEY (25)
V-126	EXISTING TOPOGRAPHIC SURVEY (26)
V-127	EXISTING TOPOGRAPHIC SURVEY (27)
V-128	EXISTING TOPOGRAPHIC SURVEY (28)
V-129	EXISTING TOPOGRAPHIC SURVEY (29)
STRUCTURAL	
S-001	GENERAL REPAIR NOTES (1)
S-002	GENERAL REPAIR NOTES (2)
S-003	QUANTITIES AND PAY ITEM NOTES
S-301	REPAIR KEY
S-401	UNDERMINING REPAIR DETAILS
S-402	MITERED WING WALL REPAIR DETAILS
S-403	SITE GRADING PLAN
S-404	SCOUR AND EROSION PROTECTION DETAILS
S-405	COFFERDAM, DEWATERING AND DRAINAGE DETAILS

SIGNATURES

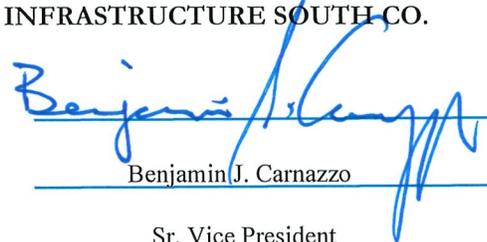
IN WITNESS WHEREOF, the Authority and Contractor have signed four (4) copies of this Agreement, and all parts of the Contract Documents have been identified by Owner and Contractor.

GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY

By: 
Name: Allan Penksa
Title: Chief Executive Officer
Date: 11/8/22

CONTRACTOR

KIEWIT INFRASTRUCTURE SOUTH CO.

By: 
Name: Benjamin J. Carnazzo
Title: Sr. Vice President
Email: Ben.Carnazzo@kiewit.com

Address for giving Notice to:

**GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY**

3880 NE 39th Avenue, Suite A
Gainesville, Florida 32609
Attn: Mr. Allan J. Penksa, CEO

The AUTHORITY'S REPRESENTATIVE:

Allan J. Penksa, CEO or his designate.

The ENGINEER:

AECOM

7650 W. Courtney Campbell Cswy

Tampa, FL 33607

Attn: Mr. Bill Prange, P.E.

The CEI/RPR Firm:

AECOM

7650 W. Courtney Campbell Cswy

Tampa, FL 33607

Attn: Mr. Bill Prange, P.E.

CONTRACTOR:

KIEWIT INFRASTRUCTURE SOUTH CO.

8403 South Park Circle, Suite 655

Orlando, FL 32819

End of Agreement

PUBLIC PAYMENT BOND

Bond No. 107683379

KNOW ALL MEN BY THESE PRESENTS: That KIEWIT INFRASTRUCTURE SOUTH CO., as Principal, located at 8403 South Park Circle, Suite 655, Orlando, FL 32819 (Business Address) and Travelers Casualty and Surety Company of America as Surety, located at One Tower Square, Hartford, CT 06183 (Business Address) are held and firmly bound to the GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY, as Obligee in the sum of \$15,885,767.50 for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

Whereas, Principal has entered into a Contract dated as of the 28th of July, 2022, with Obligee, for "Taxiway A Extension, Reconfiguration & Rehabilitation", Project No. 22-001R in accordance with drawings and specifications, which Contract is incorporated by reference and made apart hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. 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
2. Pays Obligee all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of default by the Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's Obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this 10/25/2022, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Thyl E. York
Witness as to Principal

PRINCIPAL: Kiewit Infrastructure South Co.

By: Benjamin J. Carnazzo
Name: Benjamin J. Carnazzo
Its: Sr. Vice President

STATE OF Georgia
COUNTY OF Coweta

The foregoing instrument was acknowledged before me this 31st day of October, 2022 by Benjamin J. Carnazzo, as Sr. Vice President of Kiewit Infrastructure South Co., a _____ corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: 1.27.2024



Jessica Wolfe
(Signature of Notary)
Name: Jessica Wolfe
(Legibly Printed)
Notary Public, State of Georgia
Serial No., If any: N/A

ATTEST:

SURETY:

Travelers Casualty and Surety Company of America

(Printed Name)

One Tower Square

Hartford, CT 06183

(Business Address)

(Authorized Signature)

(Printed Name)

As Attorney in Fact

(Attach Power of Attorney)

Witness as to Surety

OR

Jacob Hill
Eric Stokes
Witness

Jimmy R. Hill
As Attorney in Fact
(Attach Power of Attorney)

Midwest Agencies, Inc.

1550 Mike Fahey Street, Omaha, NE 68102
(Business Address)

Tammy Pike, Non-Resident Agent & Attorney-in-Fact
(Printed Name)

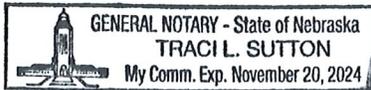
402-271-2956
(Telephone Number)

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 25th day of October, 2022
by Tammy Pike, as Non-Resident Agent & Attorney-in-Fact of
Travelers Casualty and Surety Company
of America, Surety, on behalf of Surety. He/she is personally known to
me **OR** has produced _____ as identification and did (did not) take an oath.
My Commission Expires: 11/20/2024

Traci L. Sutton
(Signature of Notary)

Name: Traci L. Sutton
(Legibly Printed)



(AFFIX OFFICIAL SEAL)

Notary Public, State of Nebraska
Serial No., If any: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of October, 2022



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Bond No. 107683379

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **KIEWIT INFRASTRUCTURE SOUTH CO.**, as Principal, located at **8403 South Park Circle, Suite 655, Orlando, FL 32819** (Business Address) and **Travelers Casualty and Surety Company of America** as Surety, located at **One Tower Square, Hartford, CT 06183** (Business Address) are held and firmly bound to the **GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY**, as Obligee in the sum of **\$15,885,767.50** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

Whereas, Principal has entered into a Contract dated as of the **28th of July, 2022**, with Obligee, for "**Taxiway A Extension, Reconfiguration & Rehabilitation**", Project No. 22-001R in accordance with drawings and specifications, which Contract is incorporated by reference and made apart hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. 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.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's Obligation under this Bond.
2. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under his bond, and it does hereby waive Notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.
3. This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.
4. In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be files by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 10/25/2022, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Steph E. Gub.
Audrey Danbury

Witness as to Principal

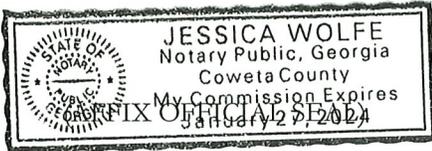
PRINCIPAL:

Kiewit Infrastructure South Co.
By: Benjamin J. Carnazzo
Name: Benjamin J. Carnazzo
Its: Sr. Vice President

STATE OF Georgia
COUNTY OF Coweta

The foregoing instrument was acknowledged before me this 31st day of October, 2022 by Benjamin J. Carnazzo, as Sr. Vice President of Kiewit Infrastructure South Co., a _____ corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: 1.27.2024



Jessica Wolfe
(Signature of Notary)
Name: Jessica Wolfe
(Legibly Printed)
Notary Public, State of Georgia
Serial No., If any: N/A

ATTEST:

SURETY:
Travelers Casualty and Surety Company of America
(Printed Name)
One Tower Square
Hartford, CT 06183
(Business Address)

(Authorized Signature)

Witness as to Surety

(Printed Name)

OR

Jacques Hain
Erica Stutz

Tammy Pike

As Attorney in Fact

Witness

(Attach Power of Attorney)

Midwest Agencies, Inc.

1550 Mike Fahey Street

Omaha, NE 68102

(Business Address)

Tammy Pike, Non-Resident Agent & Attorney-in-Fact

(Printed Name)

402-271-2956

(Telephone Number)

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 25th day of October, 2022
by Tammy Pike, as Non-Resident Agent & Attorney-in-Fact of
Travelers Casualty and Surety Company
of America, Surety, on behalf of Surety. He/she is personally known to
me **OR** has produced _____ as identification and did (did not) take an oath.
My Commission Expires: 11/20/2024

Traci L. Sutton
(Signature of Notary)

Name: Traci L. Sutton
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Nebraska

Serial No., If any: _____





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

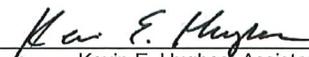
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of October, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.