

AGREEMENT

This AGREEMENT, made and entered into as of the 22nd of September, 2023, by and between GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY (the "Authority") and Scherer Construction of North Florida, LLC, the ("Contractor"), with respect to that certain Project consisting generally of the construction of "Airline Ticket Office and Baggage Handling System Expansion – Phase 1" and "Central Energy Plant Replacement", Project No. 23-007.

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:

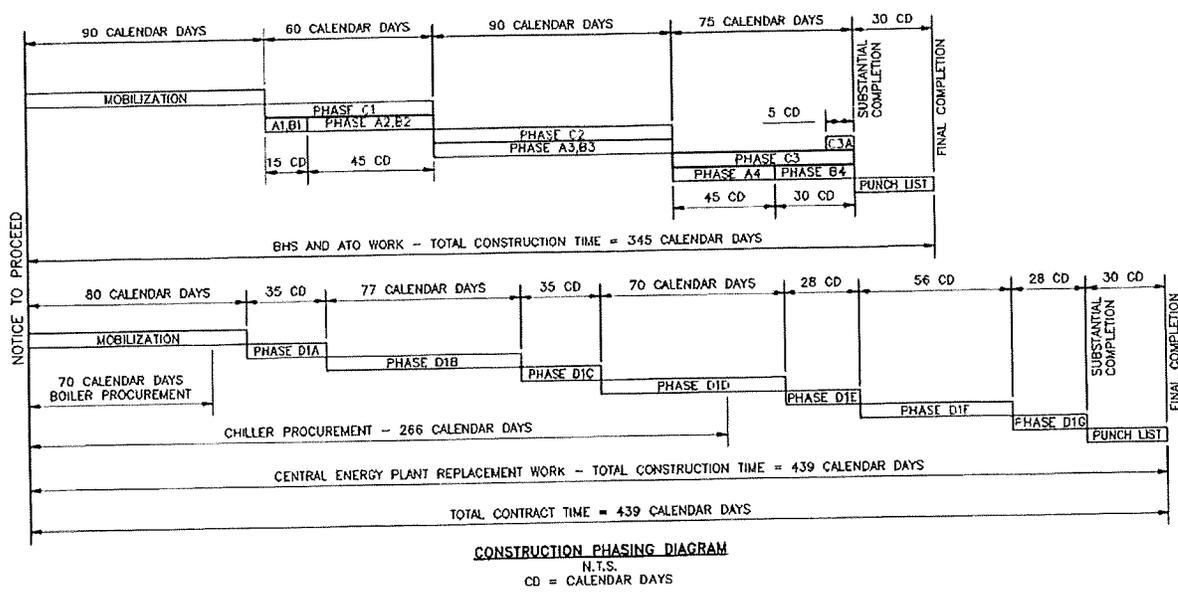
- a. Contractor shall pay the Authority as Liquidated Damages, and not as a penalty, the amounts listed below for each day that the work, or individual work phases, is not complete after the Contract Time specified above in paragraph 3.2a. These Liquidated Damages are the Authority's sole and exclusive 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.

ATO & BHS Expansion – Phase 1

Phase	Calendar Days Allowed Per Phase	Liquidated Damages Per Calendar Day
Phase 1 - Mobilization	90	\$250
Construction Phase		
Phase C1	60	\$500
Phase A1, B1	15	\$500
Phase A2, B2	45	\$500
Phase C2, A3, B3	90	\$500
Phase C3	75	\$500
Phase C3A	5	\$500
Phase A4	45	\$500
Phase B4	30	\$500
Substantial Completion	30	\$500
Total	345	\$500

Central Energy Plant Replacement

Phase	Calendar Days Allowed Per Phase	Liquidated Damages Per Calendar Day
Phase 1 - Mobilization	80	\$750
Construction Phase		
Phase D1A	35	\$750
Phase D1B	77	\$750
Phase D1C	35	\$750
Phase D1D	70	\$750
Phase D1E	28	\$750
Phase D1F	56	\$750
Phase D1G	28	\$750
Project Closeout / Punch	30	\$750
Total	439	\$750



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 \$10,916,285.15 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.
- c. 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

ATO & BHS Expansion – Phase 1

SHEET NUMBER	SHEET TITLE
	GENERAL
G1.01	COVER SHEET
G1.02	INDEX OF DRAWINGS
G1.03	SUMMARY OF QUANTITIES
G1.04	BID SCHEDULE PLAN
G1.05	CONTRACT LAYOUT PLAN
G1.06	GENERAL CONTRACT NOTES
G1.07	SAFETY, SECURITY & SURVEYOR NOTES
G1.08	SAFETY DETAILS
G1.09	CONSTRUCTION PHASING PLAN - OVERALL
G1.010	CONSTRUCTION PHASING PLAN – ARCH AND BHS
G1.11	OVERALL ATO/BAGGAGE PHASING A2 TUG ROUTES
G1.12	OVERALL ATO/BAGGAGE PHASING A3 TUG ROUTES
G1.13	OVERALL ATO/BAGGAGE PHASING A4 TUG ROUTES
G1.30	KEY PLAN
	CIVIL
C1.00	EXISTING CONDITIONS & DEMOLITION LEGEND & NOTES
C1.01	EXISTING CONDITIONS & DEMOLITION PLAN (1)
C1.02	EXISTING CONDITIONS & DEMOLITION PLAN (2)

C2.00	SITE LAYOUT PLAN LEGEND & NOTES
C2.01	SITE LAYOUT PLAN (1)
C2.02	SITE LAYOUT PLAN (2)
C2.11	TYPICAL PAVEMENT SECTIONS & DETAILS (1)
C2.12	TYPICAL PAVEMENT SECTIONS & DETAILS (2)
C3.00	MARKING & SIGNAGE PLAN LEGEND & NOTES
C3.01	MARKING & SIGNAGE PLAN (1)
C3.02	MARKING & SIGNAGE PLAN (2)
C3.11	MARKING & SIGNAGE DETAILS
C4.00	GRADING & DRAINAGE PLAN LEGEND & NOTES
C4.01	GRADING & DRAINAGE PLAN (1)
C4.02	GRADING & DRAINAGE PLAN (2)
C4.11	DRAINAGE STRUCTURE & PIPE TABLE (1)
C4.12	DRAINAGE STRUCTURE & PIPE TABLE (2)
C4.13	DRAINAGE DETAILS
C4.21	PIPE PROFILES
C5.00	EROSION CONTROL LEGEND & NOTES
C5.01	EROSION CONTROL PLAN (1)
C5.02	EROSION CONTROL PLAN (2)
C5.11	EROSION CONTROL DETAILS (1)
C5.12	EROSION CONTROL DETAILS (2)
C6.11	FENCING DETAILS (1)
C6.12	FENCING DETAILS (2)
C6.21	GATE DETAILS (1)
C6.22	GATE DETAILS (2)
C6.31	SIGN DETAILS (1)
C6.32	SIGN DETAILS (2)
	LANDSCAPE
L1.00	LANDSCAPE DETAILS, LEGEND & NOTES
L1.01	LANDSCAPE PLAN
IR1.00	IRRIGATION NOTES, LEGENDS & DETAILS
IR1.01	IRRIGATION PLAN
	STRUCTURAL
S0.01	STRUCTURAL GENERAL NOTES (1 OF 2)
S0.02	STRUCTURAL GENERAL NOTES (2 OF 2)
S0.03	WIND LOADS
S1.00	OVERALL BAGGAGE FOUNDATION PLAN
S1.01	FOUNDATION PLAN – AREA A
S1.02	FOUNDATION PLAN – AREA B
S1.20	OVERALL BAGGAGE ROOF PLAN
S1.21	ROOF PLAN – AREA A

S1.22	ROOF PLAN – AREA B
S3.01	STRUCTURAL SECTIONS & DETAILS
S3.02	STRUCTURAL SECTIONS & DETAILS
S3.03	STRUCTURAL SECTIONS & DETAILS
S3.04	STRUCTURAL SECTIONS & DETAILS
	ARCHITECTURAL
A0.01	ABBREVIATION SYMBOLS, MATERIALS & LEGENDS
A0.02	LIFE SAFETY
AD1.01	DEMOLITION BAGGAGE PLAN A
AD1.02	DEMOLITION BAGGAGE PLAN B
AD1.11	DEMOLITION REFLECTED CEILING PLAN – AREA A
AD2.00	DEMOLITION EXTERIOR ELEVATIONS
A1.00	OVERALL BAGGAGE FLOOR PLAN/SITE
A1.01	DIMENSIONAL FLOOR PLAN – AREA A
A1.02	INFORMATIONAL FLOOR PLAN – AREA A
A1.03	FLOOR PLAN – AREA B
A1.04	SLAB FLOOR PLAN – AREA A
A1.11	REFLECTED CEILING PLAN – AREA A
A1.12	REFLECTED CEILING PLAN – AREA B
A1.21	ROOF PLAN – AREA A
A1.22	ROOF PLAN – AREA B
A2.00	EXTERIOR ELEVATIONS
A2.01	EXTERIOR ELEVATIONS
A3.00	BUILDING SECTIONS
A3.01	WALL SECTIONS
A3.02	WALL SECTIONS
A4.00	ENLARGED FLOOR PLANS & DETAILS
A5.00	ROOF CANOPY DETAILS
A6.00	DOOR SCHEDULE, DOOR & FRAME TYPES, & DETAILS
A6.01	DOOR DETAILS
A6.02	DETAILS
A6.03	ROOM FINISH SCHEDULES & DETAILS
A6.04	MILLWORK ELEVATIONS AND DETAILS
A6.06	PARTITION TYPES & DETAILS
	BAGGAGE
B1.00	ABBREVIATIONS, LEGEND & GENERAL NOTES
B1.01	OVERALL BAGGAGE FLOOR PLAN/SITE – EXISTING
B1.02	OVERALL BAGGAGE FLOOR PLAN/SITE – NEW
B1.04	OVERALL BAGGAGE ISOMETRIC VIEW
B3.01	FLOOR PLAN – AREA A – EXISTING
B3.02	FLOOR PLAN – AREA A – DEMO

B3.03	FLOOR PLAN – AREA A – NEW
B3.04	FLOOR PLAN – AREA B – NEW
B3.05	FLOOR PLAN – AREA A – CONVEYOR LABELS
B3.06	FLOOR PLAN – AREA A – DIMENSIONS
B3.07	FLOOR PLAN – AREA A – ELEVATIONS
B3.08	FLOOR PLAN – AREA A – EMERGENCY STOPS & CONTROLS
B3.09	FLOOR PLAN – AREA B – CONVEYOR LABELS
B3.10	FLOOR PLAN – AREA B – DIMENSIONS
B3.11	FLOOR PLAN – AREA B – ELEVATIONS
B3.12	FLOOR PLAN – AREA B – EMERGENCY STOPS & CONTROLS
B3.13	FLOOR PLAN – PHASING
B5.01	SECTIONS – TICKET COUNTER
B5.02	SECTIONS – CANOPY AREA
B5.03	SECTIONS – MAKE-UP AREA
B7.01	BHS DETAILS – SHEET 1
B7.02	BHS DETAILS – SHEET 2
B7.03	BHS DETAILS – SHEET 3
B7.04	BHS DETAILS – SHEET 4
B7.05	BHS DETAILS – SHEET 5
B7.06	BHS CONTROLS
B9.01	BHS MOTOR MANIFEST
B9.02	MCP MANIFEST
	FIRE PROTECTION
F0.01	FIRE PROTECTION GENERAL INFORMATION
FD1.1	FIRE PROTECTION DEMO FLOOR PLAN – AREA A
F1.01	FIRE PROTECTION FLOOR PLAN – EXISTING TERMINAL
F1.02	FIRE PROTECTION FLOOR PLAN – AREA A
F1.03	FIRE PROTECTION FLOOR PLAN – AREA B
F5.01	FIRE PROTECTION DETAILS
	PLUMBING
P0.01	PLUMBING SYMBOLS, LEGENDS & SCHEDULES
PD1.01	PLUMBING DEMO FLOOR PLAN – AREA A
P1.01	PLUMBING FLOOR PLAN – SANITARY – AREA A
P1.02	PLUMBING FLOOR PLAN – DOMESTIC – AREA A
P5.01	PLUMBING DETAILS
P6.01	PLUMBING RISERS
	MECHANICAL
M0.01	SYMBOLS LEGEND, SHEET INDEX & GENERAL NOTES
MD1.01	HVAC DEMO FLOOR PLAN – AREA A
M1.01	HVAC FLOOR PLAN – AREA A
M1.02	HVAC FLOOR PLAN – AREA B

M1.21	HVAC ROOF PLAN – AREA A
M4.01	ENLARGED HVAC PLANS AND SECTIONS
M5.01	HVAC DETAILS
M5.02	HVAC DETAILS
M5.03	HVAC DETAILS
M6.01	HVAC SCHEDULES
M7.01	HVAC CONTROLS
	ELECTRICAL
E0.01	ELECTRICAL GENERAL NOTES
E0.02	ELECTRICAL SYMBOL LEGEND
E0.03	MECHANICAL POWERFEEDER & LUMINARE SCHEDULE
E0.04	PARTIAL EXISTING ELECTRICAL SITE PLAN
E0.05	PROPOSED ELECTRICAL SITE PLAN
ED1.01	EXISTING AREA LIGHTING DEMOLITION PLAN
E1.02	NEW LIGHTING PLAN – AREA A
E1.03	NEW LIGHTING PLAN – AREA B
E3.01	LIGHTNING PROTECTION AND GROUNDING LAYOUT
ED2.01	EXISTING AREA POWER DEMOLITION FLOOR PLAN
E2.02	NEW POWER PLAN – AREA A
E2.03	NEW POWER PLAN – AREA B
E2.04	ENLARGED ELECTRICAL ROOMS
ED5.01	EXISTING ONE-LINE DIAGRAM
ED5.02	EXISTING ONE-LINE DIAGRAM CONT.
E5.03	REVISED ONE-LINE DIAGRAM
E5.04	REVISED ONE-LINE DIAGRAM CONT.
E5.05	EXTERIOR ONE-LINE DIAGRAM & DETAILS
E6.01	EXISTING PANEL SCHEDULES
E6.02	NEW ELECTRICAL PANEL SCHEDULES
E7.01	ELECTRICAL DETAILS
E7.02	ELECTRICAL DETAILS
	TECHNOLOGY
T0.01	LOW VOLTAGE FA & TECH. SYMBOL LEGEND
T0.02	COMMUNICATIONS OVERALL PLAN
TD1.01	EXISTING AREA TECH DEMOLITION FLOOR PLAN
T1.02	NEW TECH PLAN – AREA A
T1.03	NEW TECH PLAN -AREA B
T1.04	TECHNOLOGY DETAILS
T3.01	COMM. BLOCK DIAGRAM & RACK ELEVATION
T3.02	COMMUNICATION ENCLOSURE DETAIL
	FIRE ALARM
FD201	EXISTING AREA FIRE ALARM DEMOLITION PLAN

FA202	NEW FIRE ALARM PLAN - AREA A
FA203	NEW FIRE ALARM PLAN - AREA B
SECURITY	
TY0.01	ABBREVIATIONS, SYMBOLS, MATERIALS & LEGENDS
TY1.00	OVERALL BAGGAGE FLOOR PLAN/SITE
TY1.01	FLOOR PLAN – AREA A
TY1.02	FLOOR PLAN – AREA B
TY5.01	SECURITY AND CCTV ONE-LINE DIAGRAM
TY6.01	CCTV DETAILS
SUPPLEMENTAL DRAWINGS	
V-001	SURVEY
V-002	SURVEY
V-003	SURVEY

Central Energy Plant Replacement

SHEET NUMBER	SHEET TITLE
GENERAL	
G000	COVER PAGE
G001	CONSTRUCTION SAFETY & PHASING PLAN (1 OF 2)
G002	CONSTRUCTION SAFETY & PHASING PLAN (2 OF 2)
G003	STAGING, STORAGE, & HAUL PLAN
MECHANICAL	
M001	MECHANICAL SYMBOLS & LEGENDS
M100	MECHANICAL OVERALL PLAN
MP101	MECHANICAL PHASING PLAN – MECHANICAL ROOM
MP102	MECHANICAL PHASING PLAN – CEP
MD101	MECHANICAL ENLARGED DEMO FLOOR PLAN – MECH ROOM
MD102	MECHANICAL ENLARGED DEMO FLOOR PLAN – CEP
M101	MECHANICAL ENLARGED FLOOR PLAN – MECH ROOM
M102	MECHANICAL ENLARGED FLOOR PLAN – CEP
M301	MECHANICAL HOT WATER RISER DIAGRAM
M302	MECHANICAL CHILLED WATER RISER DIAGRAM
M401	MECHANICAL ISOMETRIC VIEWS & SECTIONS
M501	MECHANICAL DETAILS
M502	MECHANICAL DETAILS
M503	MECHANICAL DETAILS
M601	MECHANICAL SCHEDULES
M701	MECHANICAL CONTROLS
M702	MECHANICAL CONTROLS
PLUMBING	

P001	PLUMBING SYMBOLS & LEGENDS
P101	PLUMBING ENLARGED FLOOR PLAN - MECH ROOM
	ELECTRICAL
E001	ELECTRICAL, GENERAL NOTES & CODE REFERENCE
E002	ELECTRICAL SYMBOL LEGEND
E003	OVERALL ELECTRICAL SITE PLAN
ED101	MECHANICAL ROOM DEMOLITION PLAN
ED102	CEP AREA DEMOLITION PLAN
E201	MECHANICAL ROOM POWER PLAN
E202	CEP AREA POWER FLOOR PLAN
E301	CEP AREA GROUNDING & LIGHTNING PROTECTION PLAN
E501	ELECTRICAL ONE-LINE DIAGRAM
E502	REVISED ELECTRICAL ONE-LINE DIAGRAM
E601	REVISED ELECTRICAL PANEL SCHEDULES
E602	ELECTRICAL DETAILS
E603	ELECTRICAL RACK 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: 11/16/23

CONTRACTOR

SCHERER CONSTRUCTION OF NORTH FLORIDA, LLC

By:


Name: Jeffrey W. Godman
Title: Vice President
Email: jeffgodman@schererfl.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:

SCHERER CONSTRUCTION OF NORTH FLORIDA, LLC

2504 NW 71st Place

Gainesville, FL 32653

End of Agreement

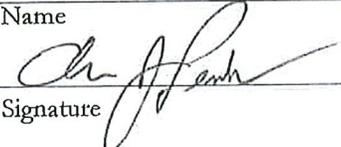
NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF ALACHUA

THIS CONTRACT AWARD made September 22, 2023, by the Gainesville-Alachua County Regional Airport Authority, hereinafter called the OWNER, to Scherer Construction of North Florida, LLC hereinafter called the CONTRACTOR, is for the completion of a certain project described as: “Airline Ticket Office and Baggage Handling System Expansion Phase 1, and Central Energy Plant, (ATO, BHA, CEP) for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by AECOM. The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of \$10,916,285.15

Commencement of work under this contract shall begin not less than five (5) nor more than ten (10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be completed to substantial completion on or before 409 calendar days after that specified date unless otherwise subsequently agreed.

OWNER: Gainesville-Alachua County Regional Airport Authority

By: Allan J. Penksa
Name

Signature
Airport CEO
Title

Acknowledgement of Receipt of Contract Award by Contractor”

Jeffrey W Godman
Name

Signature
Vice President
Title
11/3/2023
Date:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Scherer Construction of North Florida, LLC, as Principal, located at 2504 NW 71st Place, Gainesville, FL 32653 (Business Address) and Berkley Insurance Company, as ^{(352) 371-1417} Surety, located at 475 Steamboat Road, Greenwich, CT 06830 (203) 542-3800 (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 \$10,916,285.15 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 22nd of September, 2023, with Obligee, for "Airline Ticket Office and Baggage Handling System Expansion – Phase 1" and "Central Energy Plant Replacement", Project No. 2023-007, ** in accordance with drawings and specifications, which Contract is incorporated by reference and made apart hereof, and is referred to as the Contract.

** 3880 NE 39th Avenue, Suite A, Gainesville, FL 32609

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 11/06/2023, 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:

[Signature]
[Signature]

Witness as to Principal

PRINCIPAL: Scherer Construction of
North Florida, LLC

By: [Signature]

Name: Jeffrey W Godman

Its: Vice President

STATE OF FL
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER, 2023 by JEFF GODMAN, as VICE PRESIDENT of Scherer Construction of North Florida, LLC, a LLC corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

[Signature]

(Signature of Notary)

Name: ZACHARY WILCOX

(Legibly Printed)

Notary Public, State of FLORIDA

Serial No., If any: _____

SURETY:

Berkley Insurance Company

(Printed Name)

475 Steamboat Road

Greenwich, CT 06830 (203) 542-3800

(Business Address)

(AFFIX OFFICIAL SEAL)

ATTEST:



ZACHARY WILCOX
Notary Public
State of Florida
Comm# HH453105
Expires 10/10/2027

N/A

(Authorized Signature)

N/A

(Printed Name)

Witness as to Surety
[Signature]

[Signature]

Witness

OR

[Signature]

As Attorney in Fact

FL Licensed Resident Agent

(Attach Power of Attorney)

1904 Boothe Circle

Longwood, FL 32750

(Business Address)

Christine Morton

(Printed Name)

(407) 834-0022

(Telephone Number)

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
The foregoing instrument was acknowledged before me this 6th day of November, 2023

by Christine Morton, as Attorney-in-Fact & FL Licensed Resident Agent of
Berkley Insurance Company, 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: 03/05/2026

[Signature]

(Signature of Notary)

Name: Kelly Phelan

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida
Serial No., If any: HH 219462



PUBLIC PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Scherer Construction of North Florida, LLC, as Principal, located at 2504 NW 71st Place, Gainesville, FL 32653 (Business Address) and Berkley Insurance Company, as ^{(352) 371-1417} Surety, located 475 Steamboat Road, Greenwich, CT 06830 (203) 542-3800 (Business Address) are held and firmly bound to the GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY, * as Oblige in the sum of \$10,916,285.15 for the payment whereof we *3880 NE 39th Avenue, Suite A, Gainesville, FL 32609 (352) 373-0249 bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

Whereas, Principal has entered into a Contract dated as of the 22nd of September, 2023, with Oblige, for "Airline Ticket Office and Baggage Handling System Expansion – Phase 1" and "Central Energy Plant Replacement", Project No. 2023-007, ** in accordance with drawings and specifications, which Contract is incorporated by reference and made apart hereof, and is referred to as the Contract.
** 3880 NE 39th Avenue, Suite A, Gainesville, FL 32609

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 Oblige all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Oblige 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.

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and Section 255.05(10), Florida Statutes.

IN WITNESS WHEREOF, the above parties have executed this instrument this 11/06/2023, 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:

[Signature]
Witness as to Principal

Scherer Construction of
PRINCIPAL: North Florida, LLC

By: [Signature]
Name: Jeffrey W Godman
Its: Vice President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10 day of NOVEMBER, 2023
by JEFF GODMAN, as VICE PRESIDENT of
Scherer Construction of North Florida, LLC, a LLC corporation. He/she is
personally known to me OR has produced as identification and did (did not) take
an oath.

My Commission Expires:

[Signature]
(Signature of Notary)
Name: ZACHARY WILCOX
(Legibly Printed)
Notary Public, State of FLORIDA
Serial No., If any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:  **ZACHARY WILCOX**
Notary Public
State of Florida
Comm# HH453105
Expires 10/10/2027

SURETY:
Berkley Insurance Company
(Printed Name)
475 Steamboat Road
Greenwich, CT 06830 (203) 542-3800
(Business Address)

N/A
(Authorized Signature)
N/A
(Printed Name)

Witness as to Surety
[Signature]
[Signature]
Witness

OR

[Signature]
As Attorney in Fact
FL Licensed Resident Agent
(Attach Power of Attorney)

PROJECT NO. 2023-007

CONTRACT FORMS

1904 Boothe Circle
Longwood, FL 32750

(Business Address)

Christine Morton

(Printed Name)

(407) 834-0022

(Telephone Number)

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization

The foregoing instrument was acknowledged before me this 6th day of November, 2023

by Christine Morton, as Attorney-in-Fact & FL Licensed Resident Agent of Berkley Insurance Company, 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: 03/05/2026



(Signature of Notary)

Name: Kelly Phelan

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida

Serial No., If any: HH 219462



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Bryce R. Guignard; April L. Lively; Margie L. Morris; Jennifer L. Hindley; Christine Morton; Deborah Ann Defoe; Kelly Phelan; Allyson Wing; David Turcios; or Wesley Matthew Adcock of Guignard Company of Longwood, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of December, 2022.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 13th day of December, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rudbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10th day of November, 2023.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.