

## AGREEMENT

This AGREEMENT, made and entered into as of the 11/27/23, by and between GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY (the "Authority") and V.E. Whitehurst & Sons, Inc., the ("Contractor"), with respect to that certain Project consisting generally of the construction of "General Aviation Apron Rehabilitation Phase 2", Project No. 23-006.

### 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
Phase 1 - Mobilization	45	\$1,000
Construction Phase		
Phase 1	90	\$1,000
Phase 2	10	\$1,000
Phase 3	20	\$1,000
Phase 4	20	\$1,000
Phase 5	20	\$1,000
Phase 6	3	\$1,000
Phase 7	21	\$1,000
Project Closeout / Punch	30	\$1,000
Total	259	\$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 \$5,775,733.00 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 the 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 Michael Baker International, Inc. 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 Michael Baker International, Inc. 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](mailto:Suzanne.schiemann@flygainesville.com)

GAINESVILLE REGIONAL AIRPORT

3880 NE 39<sup>TH</sup> 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. E-Verify

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the vendor/contractor during the term of the Contract to perform employment duties within Florida; and all persons, including subcontractors, assigned by the vendor/contractor to perform work pursuant to the contract between the Gainesville-Alachua County Regional Airport Authority and the Florida Department of Transportation.

#### XVI. DRAWINGS

SHEET NUMBER	SHEET TITLE
G-001	COVERSHEET
G-002	GENERAL NOTES
G-003	PROJECT LAYOUT PLAN
B-100	PAVEMENT CORE & SOIL BORING PLAN
B-101	SOIL BORING LOGS
B-102	SOIL BORING LOGS
B-103	SOIL BORING LOGS
C-001	C-001 OVERALL SITE PLAN
C-100	CONSTRUCTION SAFETY & PHASING PLAN
C-101	CONSTRUCTION SAFETY & PHASING PLAN
C-102	CONSTRUCTION SAFETY & PHASING PLAN
C-103	CONSTRUCTION SAFETY & PHASING PLAN
C-104	CONSTRUCTION SAFETY & PHASING PLAN
C-105	CONSTRUCTION SAFETY & PHASING PLAN
C-106	CONSTRUCTION SAFETY & PHASING PLAN
C-107	CONSTRUCTION SAFETY & PHASING PLAN
C-108	CONSTRUCTION SAFETY & PHASING PLAN
C-109	CONSTRUCTION SAFETY & PHASING PLAN
C-110	CONSTRUCTION SAFETY & PHASING PLAN
C-111	CONSTRUCTION SAFETY & PHASING PLAN
C-201	EXISTING CONDITIONS PLAN
C-202	EXISTING CONDITIONS PLAN
C-203	EXISTING CONDITIONS PLAN
C-204	EXISTING CONDITIONS PLAN
C-205	EXISTING CONDITIONS PLAN
C-301	DEMOLITION PLAN
C-302	DEMOLITION PLAN
C-303	DEMOLITION PLAN
C-304	DEMOLITION PLAN
C-305	DEMOLITION PLAN

C-401	PAVEMENT GEOMETRY PLAN
C-402	PAVEMENT GEOMETRY PLAN
C-403	PAVEMENT GEOMETRY PLAN
C-404	PAVEMENT GEOMETRY PLAN
C-405	PAVEMENT GEOMETRY PLAN
C-450	TYPICAL SECTIONS & PAVING DETAILS
C-451	TYPICAL SECTIONS & PAVING DETAILS
C-601	STORMWATER POLLUTION PREVENTION PLAN & DETAILS
C-602	STORMWATER POLLUTION PREVENTION PLAN & DETAILS
C-603	STORMWATER POLLUTION PREVENTION PLAN & DETAILS
C-604	STORMWATER POLLUTION PREVENTION PLAN & DETAILS
C-701	PAVEMENT MARKING PLAN
C-702	PAVEMENT MARKING PLAN
C-703	PAVEMENT MARKING PLAN
C-704	PAVEMENT MARKING PLAN
C-705	PAVEMENT MARKING PLAN
C-750	PAVEMENT MARKING DETAILS

XVII. 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: 12/18/2023

CONTRACTOR V.E. WHITEHURST & SONS, INC.

By:   
Name: Devin Whitehurst  
Title: President  
Email: dwhitehurst@vewhitehurst.com

XVIII. NOTICE

Contract Notice Information

Address for giving Notice to:

GAINESVILLE-ALACHUA COUNTY  
REGIONAL AIRPORT AUTHORITY

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

The AUTHORITY'S REPRESENTATIVE:

Allan J. Penksa, CEO or his designate.

[Allan.penksa@flygainesville.com](mailto:Allan.penksa@flygainesville.com)

The ENGINEER, CEI/RPR Firm:

Michael Baker International

12740 Gran Bay Parkway West, Suite 2110

Jacksonville, FL 32258

Attn: Mr. Tom Schilling, P.E.

CONTRACTOR:

V.E. Whitehurst & Sons, Inc.

20551 NE 75<sup>th</sup> Street

Williston, FL 32696

Attn: Devin Whitehurst

[dwhithurst@vewwhitehurst.com](mailto:dwhithurst@vewwhitehurst.com)

End of Agreement

PERFORMANCE BOND

Bond#30060416

KNOW ALL MEN BY THESE PRESENTS: That V.E. Whitehurst & Sons, Inc. as Principal, located at 20551 N.E.75<sup>th</sup> Street, Williston, FL 32696 (Business Address) and Western Surety Company, as Surety, located at 151 N Franklin St, Chicago IL 60606 (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 **\$ \$5,775,733.00** 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 11/27, **2023**, with Obligee, for **“General Aviation Apron Rehabilitation Phase 2”**, **Project No. 23-006** 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 \_\_\_\_\_, 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]  
Amanda C. Dullezon

Witness as to Principal

PRINCIPAL:

By: V.E. Whitehurst & Sons, Inc.  
Name: Devin Whitehurst  
Its: President



STATE OF Florida  
COUNTY OF Levy

The foregoing instrument was acknowledged before me this 18 day of December, 2023 by Devin Whitehurst, as President of V.E. Whitehurst & Sons, Inc., a Florida corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: April 30, 2027

[Signature]  
(Signature of Notary)

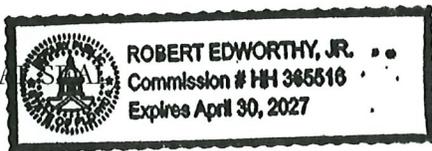
Name: Robert Edworthy Jr  
(Legibly Printed)

Notary Public, State of Florida

Serial No., If any: HH 365516

SURETY: Western Surety Company

(AFFIX OFFICIAL SEAL)



ATTEST:

Todd S. Bryant (Printed Name)

PO Box 1520 Chiefland FL 32644

(Business Address)

Tiffany Ellis

Tiffany Ellis

Witness as to Surety

Todd S. Bryant

(Authorized Signature)

Todd S. Bryant, Agent & Attorney-in-Fact

(Printed Name)

OR

As Attorney in Fact

(Attach Power of Attorney)

Witness

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF Florida  
COUNTY OF Levy

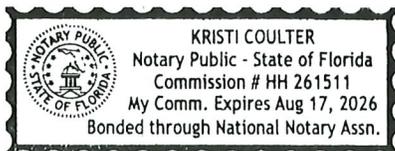
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 2023  
by Todd S. Bryant, as Agent & Attorney-in-Fact of Western Surety  
Company, Surety, on behalf of Surety. He/she is personally known to me **OR** has produced  
n/a as identification and did (did not) take an oath.

My Commission Expires: 8-17-26

Kristi Coulter

(Signature of Notary)

Name: Kristi Coulter  
(Legibly Printed)



(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida

Serial No., If any: HH 261511

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Todd S. Bryant, Cheryl Lynn Boland, Individually**

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

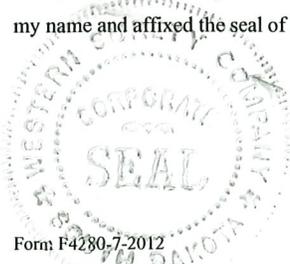


*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27<sup>th</sup> day of November, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form: F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

PUBLIC PAYMENT BOND

Bond#30060416

KNOW ALL MEN BY THESE PRESENTS: That V.E. Whitehurst & Sons, Inc as Principal, located at 20551 N.E.75<sup>th</sup> Street, Williston, FL 32696 (Business Address) and Western Surety Company, as Surety, located at 151 N Franklin St, Chicago IL 60606 (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 **\$5,775,733.00** 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 11/27, 2023, with Obligee, for "General Aviation Apron Rehabilitation Phase 2", **Project No. 23-006** 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 \_\_\_\_\_, 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  
Amanda C. Burleson

PRINCIPAL:

By: [Signature]  
Name: Devin Whitehurst  
Its: President



STATE OF Florida  
COUNTY OF Levy

The foregoing instrument was acknowledged before me this 18 day of December, 2023 by Devin Whitehurst, as President of V.E. Whitehurst & Sons, Inc., a Florida corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

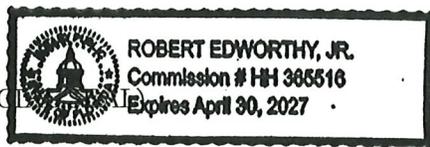
My Commission Expires: April 30, 2027

[Signature]  
(Signature of Notary)

Name: Robert Edworthy Jr  
(Legibly Printed)

Notary Public, State of Florida

Serial No., If any: HH 365516



(AFFIX OFFICIAL SEAL)

ATTEST:

SURETY: Western Surety Company

\_\_\_\_\_  
Todd S. Bryant (Printed Name)

\_\_\_\_\_  
PO Box 1520 Chiefland Fl 32644

(Business Address)

[Signature]  
(Authorized Signature)

Todd S. Bryant, Agent & Attorney-in-Fact  
(Printed Name)

[Signature]

Tiffany Ellis

Witness as to Surety

OR

\_\_\_\_\_

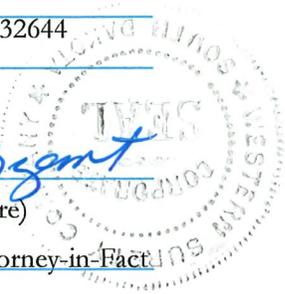
Witness

\_\_\_\_\_

As Attorney in Fact

\_\_\_\_\_

(Attach Power of Attorney)



\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF Florida  
COUNTY OF Levy

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 2023  
by Todd S. Bryant, as Agent & Attorney-in-Fact of Western Surety Company,  
Surety, on behalf of Surety. He/she is personally known to me **OR** has produced n/a as  
identification and did (did not) take an oath.

My Commission Expires: 8-17-26

Kristi Coulter

(Signature of Notary)

Name: Kristi Coulter

(Legibly Printed)



(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida \_\_\_\_\_

Serial No., If any: HH 261511

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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**Todd S. Bryant, Cheryl Lynn Boland, Individually**

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27<sup>th</sup> day of November, 2023.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012





VEWHITE-01

SEGVSSHILTS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners, Gainesville 4880 Newberry Road, Suite 180 Gainesville, FL 32607	CONTACT NAME: Shirley Hill Shilts	
	PHONE (A/C, No, Ext): (352) 378-2511 FAX (A/C, No): (352) 378-9801 E-MAIL ADDRESS: Shirley.Shilts@assuredpartners.com	
INSURED  VE Whitehurst & Sons, Inc. 20551 NE 75 Street Williston, FL 32696	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Corp	20095
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CLP3735073	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAP3735074	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3735075	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC3725108	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project No. 23-006 General Aviation Apron Rehabilitation Phase 2

CERTIFICATE HOLDER CANCELLATION

Gainesville-Alachua County Regional Airport Authority Administrative Office 3880 NE 39 Avenue, Suite A Gainesville, FL 32609	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 