

AGREEMENT

This AGREEMENT, made and entered into as of the Fifth of May, 2026, 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 Design/Build Criteria Fuel Farm Jet-A Tank Replacement & Rehabilitation, **Contract No. 26-002**.

WITNESSETH:

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

I. WORK

1.1 Contractor shall perform all of the Work in accordance with the Contract and Bid 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.

1.2 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.

1.3 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.

II. CONTRACT TIME

2.1 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 2.2 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 III, Liquidated Damages.

2.2 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.

III. LIQUIDATED DAMAGES

3.1 If Contractor fails to achieve Completion of the Work 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 is not complete after the Contract Time specified above in paragraph 2.2a for Substantial Completion. 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	Liquidated Damages Per Calendar Day
1 (Procurement and Permitting)	165	\$200
2 (Substantial Completion)	120	\$200
3 (Final Completion)	15	\$200
Total Duration	300	

* In addition to the damages specified in 3.1.a

b. *Contractor shall pay the Authority as Liquidated Damages and not as a penalty, the amount of Two Hundred Dollars and / 00 Cents (\$200.00) for each day that expires after the time shown in the above schedule, and as specified in Paragraph 2.2.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 3.1.a above.

IV. CONTRACT PRICE

4.1 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: \$ 1,707,047.00, 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 4.3 below.

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

4.3 The following Bid Schedules have been accepted by the Authority and are included within the Contract Price, (TO BE EDITED UPON REVIEW AND CONCURRENCE BY GACRAA):

BID SCHEDULE	PRICE
Base Bid	\$1,118,231
Alternate Bid 1	\$478,988
Alternate Bid 2	\$19,968
Alternate Bid 3	\$22,444
Alternate Bid 4	\$12,581
Alternate Bid 5	\$54,835
Total	\$1,707,047

V. PAYMENT

5.1 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.

VI. MISCELLANEOUS

6.1 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.

6.2 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.

6.3 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 or subsequent 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.

6.4 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.

6.5 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.

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

6.7 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.

VII. DEFINITIONS

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

VIII. ENGINEER/AUTHORITY'S REPRESENTATIVE

8.1 The Authority has designated **Paul Mehrlich, CEO** to assume all of the duties and responsibilities and have the rights and authority assigned to the Authority's Representative in the Contract Documents.

8.2 The Authority has retained the services of **AVCON, INC.** to assume all of the duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents.

IX. PUBLIC ENTITY CRIME STATEMENT

9.1 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.


X. DRAWINGS

The Drawings consist of the following:

G001	Cover Sheet
G002	General Notes
G003	Safety and Hauling Notes (Sheet 1 of 2)
G004	Safety and Hauling Notes (Sheet 2 of 2)
G100	Project Access & Haul Routes
C001	Fuel Farm Site Plan
C002	Demolition Plan (Sheet 1 of 5)
C003	Demolition Plan (Sheet 2 of 5)
C004	Demolition Plan (Sheet 3 of 5)
C005	Demolition Plan (Sheet 4 of 5)
C006	Demolition Plan (Sheet 5 of 5)
C100	Proposed Maintenance Shed Diesel/Mogas Tank
C151	Partial Plan Aviation Fuel Bulk Plant Layout
C152	Aviation Fuel Bulk Plant Elevations
C153	Bulk Fuel Flow Diagrams
C154	Partial Plan Concrete Dyked Area
C155	Trunk Spill Pad and Truck Spill Pond
C251	Jet A Tank Layout Plan
C252	Pumping and Dispensing Equipment Rehabilitation
C253	M4000 QT-Pod Fuel Dispenser Details
S001	Structural General Notes
S100	GNV Operations Building Roof Truss Modification Details
S101	GNV Fuel Tank Support Modification Details
E001	General Notes
E050	Electrical Site Plan
E051	Hazardous Area Plan
E100	Proposed Maintenance Shed Diesel/Mogas Tank
E150	Bulk Plant Power Demolition Plan
E151	Bulk Plant Power Plan
E351	QT Pod Electrical Schematic
E352	Bulk Electrical Plan Diagrams Existing Conditions
E353	Bulk Electrical Motor Wiring Existing Conditions
E400	Riser Diagram & Panel Schedule
E500	Riser Diagram & Panel Schedule

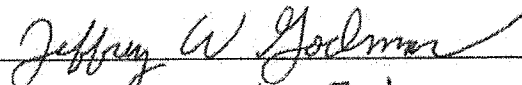
XI. IN WITNESS WHEREOF, the Authority and Contractor have signed three (3) copies of this Agreement, and all parts of the Contract Documents have been identified by Owner and Contractor.

**GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY**

By:  _____

Ferdinand Mehrlich, Chief Executive Officer

SCHERER CONSTRUCTION OF NORTH FLORIDA, LLC

By:  _____

Name: Jeffrey W. Godman

Title: Vice President

Address for giving Notice to:

GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY
3880 NE 39th Avenue, Suite A
Gainesville, Florida 32609
Attn: Ferdinand Mehrlich III, CEO

The AUTHORITY'S REPRESENTATIVE:

Ferdinand Mehrlich III, CEO or his designate
Gainesville Regional Airport
3880 NE 39th Avenue, Suite A
Gainesville, Florida 32609

The ENGINEER:

AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Attn: Robert H. Palm, PE, Sr. Project Manager

CONTRACTOR:

SCHERER CONSTRUCTION OF NORTH FLORIDA, LLC
2504 NW 71st Place
Gainesville, FL 32653
Attn: Jeff Godman, Vice President

End of Agreement