

Unconditional Waiver and Release to Claim Against The Payment Bond Upon Final Payment

The undersigned, in consideration of the sum of \$10.00 hereby waives its right to claim against the payment bond for labor, services, or materials furnished to EXTREME LAND RESTORATION LLC on the job of TRI-COUNTY AIRPORT AUTHORITY, TRI-COUNTY AIRPORT, , for improvements to the following described project:

TRI COUNTY AIRPORT - TERM
1983 TRI COUNTY AIRPORT
BONIFAY, Florida 32425

October 30, 2023



☒ e-Signature ID: HTQGD6J

Ferguson Enterprises, LLC dba Ferguson Waterworks
133 Shannon Ln
Santa Rosa Beach, Florida, 32459
Signed by: Maria Koch
Agent

**** Signature Authorization included. Florida State Statute 713.20 does not require notarization ****

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Maria Koch

Title: Credit Coordinator II

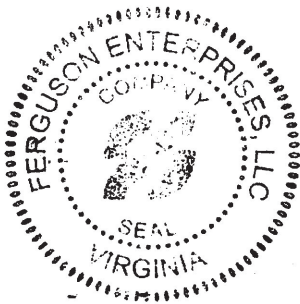
Signature: Maria Koch

Authorized Action(s):

1. To execute and file on behalf of the Company any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect or remove any encumbrances in or on real or personal property.

This certificate of authorization shall be effective from the date hereof until **February 9, 2024** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective .

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **February 10, 2023**.



(Company Seal)

Ferguson Enterprises, LLC

Wesley E. Rice
Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on February 10, 2023, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

Casey Mehlhoff
Notary - Casey Mehlhoff
My commission expires: July 31, 2026

Bond No.: NFL 2882

PERFORMANCE BOND

STATE OF FLORIDA
COUNTY OF HOLMES

KNOW ALL MEN BY THESE PRESENTS that Premier Paving, LLC, a Principal, hereinafter called Contractor, and Merchants National Bonding, Inc. as Surety, hereinafter called Surety, are held and firmly bound unto the Tri-County Airport Authority as Obligee, hereinafter called Owner, in the amount of Seven Hundred Sixty Four Thousand Three Hundred Sixty Five and 75/100----- Dollars (\$ 764,365.75-----) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 20th, 2022, entered into a Contract with Owner for the project titled **Terminal Access and Security Improvements at Tri-County Airport** in accordance with Drawings and Specifications prepared by AVCON, INC., which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner ~~and the Consulting Engineer~~ and save ~~either or all of them against and~~ **Owner** from all costs, expenses and damages arising from the performance of said Contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect ~~or consequential~~, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.
2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgement of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The Surety presents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "A" and Financial Category of "Class VIII."

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 22nd day of June, 2022.

ATTEST:

Premier Paving, LLC
Principal

(Principal) Secretary

By: _____
1742 S. Woodland Blvd., # 606
Address
DeLand, FL 32724

SEAL:

Witness as to Principal

Address

ATTEST:

Merchants National Bonding, Inc.
Surety

(Surety) Secretary Susan L Reich

SEAL:

Witness as to Surety

620 N. Wymore Road, Suite 200, Maitland, FL 32751
Address

Attorney-in-Fact & FL Licensed Resident Agent
Gloria A. Richards (407) 786-7770
PO Box 14498
Address
Des Moines, IA 50306-3498

of any such changes, extension of time, alteration or addition to the terms of the contractor or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 22nd day of June, 2022.

ATTEST:

Premier Paving, LLC

Principal

(Principal) Secretary

By:

1742 S. Woodland Blvd., # 606

Address

DeLand, FL 32724

SEAL:

Witness as to Principal

Address

ATTEST:

Merchants National Bonding, Inc.

Surety

(Surety) Secretary

Susan L Reich

SEAL:

Witness as to Surety

620 N. Wymore Road, Suite 200, Maitland, FL 32751
Address

Attorney-in-Fact & FL Licensed Resident Agent
Gloria A. Richards (407) 786-7770
PO Box 14498

Address

Des Moines, IA 50306-3498

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: Terminal Access & Security Improvements, Tri-County Airport, 1983 Tri-County Airport Rd., Bonifay, FL 32425
(name, address)

TO (Owner):

Tri-County Airport Authority
1983 Tri-County Airport Road
Bonifay, FL 32425,

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Asphalt, Sodding & Fencing

BOND NO: NFL 2882

CONTRACT DATE: June 20, 2022

CONTRACTOR: Premier Paving, LLC
1742 S. Woodland Blvd., #432
DeLand, FL 32720

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Premier Paving, LLC
1742 S. Woodland Blvd., #432
DeLand, FL 32720

, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

Tri-County Airport Authority
1983 Tri-County Airport Road
Bonifay, FL 32425,

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this day of November 29, 2023

Merchants National Bonding, Inc.

Surety Company

By: Lisa A. Roseland
Signature of Authorized Representative

Lisa A. Roseland

Title Attorney-in-Fact & Florida Licensed Resident Agent
Inquiries: 407-786-7770

Attest: Steve Engelhart
(Seal): Steve Engelhart

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P Olin; Sarah K Olin; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



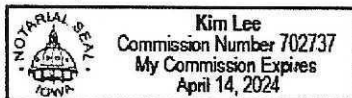
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of November, 2023



William Warner Jr.
Secretary

Premier Paving, LLC.

3321 CR 160

Bonifay, FL 32425

DBE UTILIZATION:

Premier Paving, LLC. utilization of DBE entities – (Tri-County Airport) **0%**.