

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT  
PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT  
CONSTRUCTION CONTRACT**

**Contractor:** Whitesell Green, Inc.  
3881 N. Palafox St.  
Pensacola, FL 32505

**Contact:** Max Davis  
O (850) 434-5311  
D (850) 741-4423

**Contact Title:** Baggage Expansion Project

**Work Location:** Northwest Florida Beaches International Airport

**Owner:** Panama City – Bay County Airport and Industrial District

**Address:** 6300 West Bay Parkway  
Panama City Beach, FL 32409

**Telephone:** (850) 763-6751

This construction contract (hereinafter the "Contract") is effective as of the 17<sup>th</sup> day of **November, 2022** between Owner and the above named Contractor who hereby agree that all Work specified below shall be performed by the Contractor in accordance with all provisions of this Contract, consisting of the following Project Documents:

1. Contract Form of Agreement, along with all addenda issued prior to execution of this Contract and modifications issued after execution of this Contract, including but not limited to duly issued Change Notices/Orders (as such term is defined in the General Conditions) and Amendments.
2. Exhibit "A" – Bid Proposal dated May 24, 2022, General Conditions, Special Conditions
3. Exhibit "B" – Scope of Work
4. Exhibit "C" – Drawings and Technical Specifications

Contractor shall commence the Work within ten (10) calendar days after the Notice to Proceed is issued by the Owner, which shall be issued within twenty (20) calendar days (or such longer period of time the Owner and Contractor may mutually agree to in writing) of the execution of this Contract, Owner shall issue a Notice to Proceed to Contractor.

The Owner's issuance of the Notice to Proceed is expressly conditioned upon the satisfaction of the following condition precedents:

1. The Performance Bond has been delivered and is acceptable to the Owner,
  2. The Payment Bond has been delivered and is acceptable to the Owner,
  3. The Insurance Certificate has been delivered and is acceptable to the Owner,
  4. A Project Schedule for the Work has been delivered and is acceptable to the Owner, and
  5. A Schedule of Values for the Work has been delivered and is acceptable to the Owner.
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Owner shall determine, in its sole discretion, whether these condition precedents have been satisfied, shall be final and binding on the Contractor. Should Owner determine that all such condition precedents have not been satisfied (or otherwise waived in writing by Owner, in its sole discretion), then Owner may send Contractor written notice that Owner has elected to terminate this Contract, in which event this Contract shall automatically be terminated and neither party shall have any further liability or obligation hereunder whatsoever to the other party. In the event of any such termination prior to issuance of the Notice to Proceed, Contractor acknowledges and agrees that it shall not be entitled to and Owner shall not be liable for any payments to Contractor arising out of or relating to this Contract.

**Work to Be Performed:** Except as specified elsewhere in the contract, Contractor shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; safety; technical; professional; and other services; and shall perform all operations necessary and required to satisfactorily accomplish the Work all strictly in accordance with all requirements of the Bid and Project Documents.

**Security:** If awarded a Contract, undersigned may be required to obtain security clearance and SIDA badges for all workers on site.

**Schedule:** The Work shall be completed in accordance with the construction duration identified in the Notice to Proceed.

**Compensation:** As full consideration for the satisfactory performance by Contractor of this Contract, Owner shall pay to Contractor compensation in accordance with the prices set forth in the "Bid Proposal" included in Exhibit 'A' and the payment provisions of the Project Documents.

**Payment Procedures**

The successful Bidder shall be required as a pre-requisite of the Notice to Proceed to provide the Owner a "Schedule of Values", a statement allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing "Contractor's Application for Payment". Only a Contractor's Application for Payment that corresponds directly with the "Schedule of Values" approved by the Owner or its representative will be acceptable for payment consideration.

The Contractor shall submit three (3) signed and notarized original copies of each Application of Payment (AIA Document G702 and G703) on a monthly basis for Work completed and/or stored to date along with waivers of lien, schedule updates, and other pertinent information. The Owner's Representative will review the Application for Payment, evaluate the status of the Work, and recommend the amount to be authorized for payment less 5% retained by the Owner until the project is complete.

The amount authorized for payment will be made to the Contractor by the Owner in accordance with Florida Statutes §218.735. Retained amounts shall be released to the Contractor in accordance with Florida Statutes §218.735 following final acceptance of the Work by the Owner or its representative.



**Insurance:** The Contactor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

The insurance coverage(s) and limits required of Contractor under this Contract are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

- A. Workers' Compensation and Employers' Liability Insurance Coverage: The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida. Limits of coverage shall not be less than:

\$500,000	Limit Each Accident
\$500,000	Limit Disease Aggregate
\$250,000	Limit Disease Each Employee

- B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not

exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

\$1,000,000	Combined Single Limit Each Occurrence
\$2,000,000	Aggregate Limit

Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.20.22.85 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Project Documents.

- C. Business Automobile Liability Coverage: The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

\$1,000,000	Combined Single Limit Each Accident
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- D. Excess or Umbrella Liability Coverage: Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage(s) as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage(s) with no gaps in continuity of coverage(s) or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than:

\$4,000,000	Each Occurrence/Accident
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This Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

**OWNER**  
Panama City – Bay County Airport  
and Industrial District

**CONTRACTOR**  
Whitesell Green, Inc.

By:

By:

Authorized  
Signature: Holly Melzer

Authorized  
Signature: Robert A Fabbro

Print Name: Holly Melzer  
Chair

Print Name: Robert A Fabbro