SECTION 00050

AGREEMENT NO. CN005

THIS AGREEMENT is made by and between Panama City – Bay County Airport and Industrial District (hereinafter called "District") d.b.a Northwest Florida Beaches International Airport (hereinafter called "ECP" or the "Airport"), a special district within the State of Florida whose address is 6300 West Bay Parkway, Panama City, Florida 32409, and Morgan Contracting, Inc. doing business as a Florida for profit Corporation, having a business address of 900 Dutch Valley Drive, Knoxville, Tennessee 37918 (hereinafter called "Contractor"), for the performance of the Work (as that terms is defined below) in connection with the construction of the Fuel Farm Expansion Project ("Project"), in accordance with the Drawings and Specifications prepared by AVCON, Inc., the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified, including as more particularly described Bid number ITB-2026-14 ("the Bid/Solicitation"). District and Contractor, for the consideration herein set forth, agree as follows:

1. SCOPE OF WORK

The Contractor shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). Contractor's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. Contractor shall perform all work in a timely and professional manner in accordance with the requirements of the contract documents. Contractor acknowledges that the District is relying on Contractors representations of its experience and capability to perform such services/goods in accordance with industry standards of care and all contract requirements. In performing the Work hereunder, Contractor shall be an independent contractor, maintaining control over and having sole responsibility for Contractor's employees and other personnel. Neither Contractor, nor any of Contractor's sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by the Contractor of its duties and obligations hereunder, District shall pay Contractor according to the UNIT PRICE submitted in response to the Bid, upon the successful completion and inspection as the same may be finally determined by the District's Executive Director or his designee(s). The Executive Director or his designee may voluntarily divide payment of the bid price into phases depending on milestones of completion.

Unless expressly stated otherwise, all prices are inclusive of all costs of performing the work (including but not limited to labor, materials, equipment use, travel, shipping, overhead, and profit). The District 's obligation to pay is contingent upon appropriation of funds for the applicable fiscal year and the Contractor's complete performance of the work (or specified milestones, if any).

Contractor is responsible for paying all applicable sales, consumer, use, and other taxes required by law, and such taxes are deemed included in the contract prices unless stated otherwise. Contractor's bid pricing is incorporated herein as part of the contract documentation for payment purposes. No additional compensation shall be due for any work or materials that are reasonably inferable from the expressly described scope of work.

3. PAYMENT

Invoicing: Contractor shall submit invoices to:

ENGINEER OF RECORD
AVCON, Inc.
320 Bayshore Drive
Niceville, Florida 32578
Office: (850) 638-0500
Mobile: (850) 890-6983
Email: adykes@avconinc.com

SUBCONSULTANTS
UES (Geotechnical Testing)
Southeastern Surveying and Mapping Corporation (Survey)

DISTRICT (COPY)
ATTN: Melanie Stone, Accounting Department
6300 West Bay Parkway, Suite A,
Panama City, Florida 32409
Office: (850) 636-8950
Email: Accounting@pcairport.com

Invoices must reference the Contract number. Each invoice shall be itemized and include sufficient detail (such as dates of service, description of goods/services, quantities, unit prices, and extended totals) to permit verification by the District. If the contract is deliverables-based or has payment milestones, Contractor shall invoice only upon District's acceptance of the deliverable or completion of the milestone. No additional charges of any kind will be allowed unless specifically provided for in this Agreement. For example, freight, fuel surcharges, handling fees, or travel costs are not separately payable unless explicitly itemized in the contract compensation terms. Likewise, sales taxes are included in the contract price unless the District provides a sales tax exemption certificate for certain purchases (the District is tax-exempt for direct purchases of goods, but Contractor is responsible for its own sales/use tax on materials unless utilizing District's direct purchase program if offered).

Payment Method: The District will make payment for approved invoices via ACH (Automated Clearing House) transfer or virtual credit card. The District will not issue traditional paper checks unless otherwise agreed. Contractor must provide the necessary information for ACH payments or accept the District's virtual card program. The District is not responsible for any fees Contractor may incur from its bank or card processor for receiving payment. Contractor agrees that no additional convenience or processing fees shall be added to District's invoices for utilizing the District's electronic payment methods.

Payment Schedule: The District shall make payment in accordance with the Florida Local Government Prompt Payment Act (F.S. 218.74). For construction contracts, this process is

defined in Section 18 of the District's General Conditions, Section 00100 of the Bid. If an invoice is disputed, the District will notify Contractor of the issue and may withhold the disputed portion of payment pending resolution. The District may partially pay an invoice for uncontested items and withhold payment only for the contested amount, if any, until resolution. Contractor agrees to not suspend performance over any payment dispute provided the District is making a good-faith effort to resolve the dispute.

Retainage (if applicable): Retainage is governed by Section 18.1.4 of the District's General Conditions, Section 00100 of the Bid.

No Additional Charges: No additional charges of any kind will be allowed unless specifically provided for in this Agreement. For example, freight, fuel surcharges, handling fees, or travel costs are not separately payable unless explicitly itemized in the contract compensation terms. Likewise, sales taxes are included in the contract price unless the District provides a sales tax exemption certificate for certain purchases (the District is tax-exempt for direct purchases of goods, but Contractor is responsible for its own sales/use tax on materials unless utilizing District's direct purchase program if offered).

4. TERM

This Agreement shall commence upon complete execution by the parties and continue through Contractor's final completion of the work and the District's acceptance, plus any warranty periods, unless earlier terminated as provided herein. Any specific dates or timeframes for completion described in the Solicitation or Contractor's proposal (such as a "Substantial Completion" or final completion date) are incorporated as milestones. Time is of the essence in this Agreement. Contractor shall commence work within 10 days of issuance of the District's notice to proceed (if applicable) and shall achieve any stated completion dates.

In accordance with Florida law, the District's performance and obligation to pay under this Agreement is contingent upon an appropriation of funds by the District Council. If funds are not appropriated or are withdrawn, the District may terminate the Agreement without penalty or further obligation.

5. TIME

Time is of the essence in this Agreement. The Contractor will commence the Work required by the Contract Documents on the date indicated on the Notice to Proceed as issued by Owner. Under no circumstances will Contractor begin work prior to issuance of a Notice to Proceed. All costs incurred outside the Contract Price prior to issuance of a Notice to Proceed shall be borne solely by Contractor. The expectation for completion shall be detailed in the issued Notice to Proceed.

Unexcused delays in performance may constitute a breach of this Agreement. If Contractor anticipates any delay in meeting a deadline, it shall immediately notify the District in writing, explaining the cause and length of the delay and proposing a recovery plan. No extension of time shall be effective unless approved in writing by the District Executive Director through a change order or amendment.

Contractor acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the Owner, Project Representative, or Engineer may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to

any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, Contractor may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in the Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

The Contractor agrees to pay the Owner, as liquidated damages, the sum of $500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved.

6. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in the performance of this Agreement. This includes, but is not limited to, labor laws, environmental laws, safety regulations (e.g., OSHA standards), immigration laws (including the E-Verify requirement), and licensing laws relevant to Contractor's business. Contractor must obtain and maintain all necessary permits, licenses, or certifications required to perform the work (e.g., business tax receipt, professional licenses, construction permits, environmental permits). The costs of such compliance are included in the contract sum.

Contractor is responsible for ensuring that its employees, subcontractors, and agents are aware of and comply with all laws and regulations applicable to their activities under this Agreement. This includes any District-specific rules while working on District property (such as security rules, traffic, and parking regulations, etc.).

7. PUBLIC RECORDS RESPONSIBILITIES

Public Records Law: Contractor acknowledges that Florida's Public Records Law (Chapter 119, F.S.) applies to this Agreement. Contractor shall: (a) keep and maintain all public records required by the District to perform the services; (b) upon request from the District's custodian of records, provide the requested records to the District in a timely manner and in a format compatible with the District's information systems; (c) ensure that exempt or confidential records are not disclosed except as authorized by law; and (d) upon completion or termination of the contract, transfer all public records related to the contract to the District, at no cost, or, if records are retained by Contractor, continue to meet all legal requirements for retaining public records. If Contractor transfers all records to the District at contract completion, Contractor shall destroy any duplicate confidential records upon such transfer. If Contractor keeps records, it shall maintain them in accordance with applicable retention schedules and make them available to the District upon request.

If Contractor fails to provide public records when required, the Contractor may be subject to penalties under Section 119.10, F.S. Additionally, failure to comply with these public records duties is a material breach of this Agreement, which may result in immediate termination by

the District. Contractor shall indemnify and defend the District for any costs, including attorneys' fees, incurred by the District due to Contractor's failure to comply with public records disclosure requirements.

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, IT SHOULD CONTACT PARKER J. MCCLELLAN, JR., EXECUTIVE DIRECTOR (CUSTODIAN OF PUBLIC RECORDS) AT 6300 WEST BAY PARKWAY, PANAMA CITY, FL 32409, PHONE: 850-636-8950 EMAIL: INFO@PCAIRPORT.COM.

8. INSURANCE AND INDEMNIFICATION

Contractor shall, at its own expense, procure and maintain during the term of this Agreement insurance coverages from insurers licensed or eligible to do business in Florida and acceptable to the District. The required insurance and minimum limits are set forth in the District 's Insurance Requirements (Exhibit A) attached to the Solicitation and incorporated herein.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, its officers, agents, and employees (the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, and causes of action (including reasonable attorneys' fees and costs) arising out of or resulting from:

Bodily injury, death, or damage to property (including loss of use of property) caused by any negligent act or omission of the Contractor, its employees, subcontractors, or agents in the performance of this Agreement; and/or

Any failure of the Contractor to comply with any applicable law, ordinance, or regulation.

Contractor's indemnification obligation includes defending the Indemnified Parties in any legal or administrative action, with counsel reasonably acceptable to the District, and paying any final judgment or settlement that may be obtained against the Indemnified Parties. The District shall promptly notify Contractor of any third-party claim and, if the District requests, Contractor shall assume control of the defense; however, the District reserves the right to participate in the defense at its own expense. Contractor's indemnity shall not be limited by any insurance coverage or benefits. Any insurance maintained by the Districts excess to Contractor's insurance and indemnity obligations.

The covenants in this Section shall survive termination or expiration of this Agreement. If any claim or lawsuit is brought against the District that falls within the scope of Contractor's indemnity, and Contractor fails to diligently defend the District, the District may undertake its own defense and seek to recover from Contractor all costs and expenses incurred in such defense.

To the extent (if any) an indemnification clause is limited by §725.06 or §725.08, Florida Statutes, and if this Agreement is subject to such statutes, then this indemnification is limited to an amount of $1,000,000 or the amount of insurance required herein (whichever is greater), and expressly excludes the District 's sole negligence.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations if such performance is prevented or delayed by Force Majeure. For purposes of this Agreement, “Force Majeure” means an occurrence that is beyond the reasonable control of the party affected and could not have been avoided by exercising due care. Force Majeure events include, but are not limited to: natural disasters (e.g., hurricanes, floods, earthquakes), wars, acts of terrorism, epidemics or pandemics, labor strikes (excluding strikes of a party’s own employees), sabotage, riots, or governmental actions (e.g., emergency orders) that directly prevent work. Upon the occurrence of a Force Majeure event, the affected party shall promptly notify the other party in writing, describing the event and its impact on performance. The time for the affected party’s performance shall be equitably extended for the duration of the Force Majeure delay, or if performance has become impossible, the parties will negotiate in good faith to amend or terminate the Agreement.

If a Force Majeure event continues for an extended period (e.g., more than 60 days) such that it frustrates the purpose of the contract, the District may terminate the Agreement in whole or in part without penalty. Contractor is not entitled to extra compensation for delays or increased costs caused by Force Majeure but Contractor shall be entitled to an extension of time. Contractor must use best efforts to mitigate the impacts of any Force Majeure (e.g., by securing alternate sources or work-arounds where feasible).

No claim for extension of time due to Force Majeure shall be valid unless the Contractor has notified the District in writing within a reasonable time (not to exceed 5 days) after the onset of the Force Majeure event. Failure to timely notify constitutes waiver of any schedule adjustment. Routine weather conditions (other than officially declared disasters) are typically not Force Majeure unless unusually severe for the locale/season and impacting the critical path of performance.

10. TERMINATION

10.1 District’s Right to Terminate for Cause

The District may terminate this Agreement, in whole or in part, for cause upon written notice to Contractor if Contractor materially breaches any term of the Agreement and fails to cure such breach within 7 calendar days (or such longer period authorized in writing by the District) after receiving written notice of the default from the District. A material breach by Contractor includes, but is not limited to:

A. Failure to perform the work with sufficient labor, equipment, or materials to meet required schedules or specifications;
B. Failure to make payment properly to subcontractors or suppliers for materials or labor (creating risk of claims/liens);
C. Disregard of laws, ordinances, or instructions of the District;
D. A material misrepresentation by Contractor in its bid/proposal or during contract performance;

E. Insolvency or filing of bankruptcy by Contractor; or
F. Any other material breach of Contractor’s obligations under the contract documents.

In the event of termination for cause, the District may take over the work and complete it through other means, and Contractor shall be liable to the District for all reasonable additional costs incurred by the District to complete the work (including the cost difference for obtaining substitute performance and District ’s internal costs). The District may also withhold any payments due to Contractor for work performed prior to termination until the District’s

damages have been calculated and deducted. If the unpaid balance of the contract sum exceeds the cost of finishing the work, any excess shall be paid to Contractor. If the District's cost to complete exceeds the unpaid balance, Contractor shall pay the difference to the District.

The District's rights and remedies in this clause are cumulative and in addition to any others provided by law or the contract. If it is later determined by a court or arbiter that the District's termination for cause was wrongful or without basis, then the termination shall be deemed a termination for convenience, and Contractor's remedy will be limited to the compensation described under Termination for Convenience below (and Contractor waives any other damages, including lost profits, in such scenario).

10.2 District's Right to Terminate for Convenience

Notwithstanding any other provision, the District reserves the right to terminate this Agreement, or any portion of it, at any time without cause by providing at least thirty (30) days' written notice to Contractor. In such event, Contractor shall immediately stop work on the date and to the extent specified in the notice and place no further orders for materials, services, or facilities except as necessary to complete any portion of work not terminated. Contractor shall also make every reasonable effort to cancel or mitigate any pending orders or subcontracts related to the terminated work.

In the event of a termination for convenience, the District will pay Contractor for all work actually performed up to the effective date of termination (including materials or equipment delivered and in transit that cannot be canceled), at the contract prices, and for all demobilization costs and other reasonable costs incurred as a direct result of the termination (such as cancellation fees owed to sub vendors). However, Contractor shall not be entitled to any lost profits or anticipated profits on the portion of work that was not performed due to termination, nor to any consequential damages. The compensation for a termination convenience will be limited to: payment for acceptable work performed, plus reasonable costs of settling and paying any claims from subcontractors and suppliers for actual work performed (which were not already paid for), plus a reasonable allowance for overhead and profit on the work performed, not to exceed the contract price allocation for that work. Contractor must submit its termination claim within 30 days after receipt of the termination notice (absent agreement of extension).

The District may, at its discretion, direct Contractor to assign to the District any subcontracts or purchase orders for materials that the District chooses to retain for completion of the project. Any materials or equipment paid for by the District shall become the District 's property.

10.3 Contractor Right to Terminate

Contractor may terminate this Agreement for cause if the District materially breaches its obligations, such as failing to pay undisputed amounts due within 60 days after written notice from Contractor of delinquency, provided Contractor has given the District at least 30 days' prior written notice of such breach and an opportunity to cure. Contractor may also terminate if work is stopped for 90 days through no fault of Contractor due to a court order or substantial failure of the District to perform. Contractor' termination must be by written notice to the District. In such event, Contractor shall be compensated in the same manner as a termination for convenience (as Contractor sole remedy), and no anticipatory profit or consequential damages may be claimed.

10.4 Suspension of Work

As distinct from termination, the District may at any time suspend the work in whole or in part for its convenience by providing written notice to Contractor. Contractor shall immediately comply with the suspension order and properly secure and protect the worksite. The District shall allow a reasonable extension of time for the suspension and, if the suspension lasts more than sixty (60) days, shall equitably adjust compensation to cover the cost of maintaining/suspending work (excluding profit). When the District so directs, Contractor shall resume work promptly. If work is suspended for 120 days or more (aggregate) through no fault of Contractor, Contractor may treat it as a termination for convenience.

11. WARRANTY AND CORRECTION OF WORK

Contractor warrants that all goods, materials, and equipment provided under this Agreement shall be new, free of defects in title, materials, and workmanship, and shall conform to the requirements of the contract documents (including any samples or specifications). Contractor further warrants that all services (including installation or construction work) shall be performed in a skilled and workmanlike manner consistent with the standards of the industry. All work shall be of good quality, free from faults and defects, and in strict conformance with the contract.

This warranty extends for the period specified in the Solicitation or Technical Specifications; if no period is specified, then for a minimum of one (1) year from the date of final acceptance of the work or from discovery of the defect, whichever is later. For latent defects or fraud, the warranty period shall not bar District ’s legal rights.

If any portion of the goods or work does not conform to the requirements of this Agreement or is found to be defective within the warranty period, the District shall notify Contractor in writing. Contractor shall, at its own expense and direction of the District, promptly correct, repair, or replace the defective or non-conforming item or work. If repair or replacement is not feasible, the District may require an appropriate equitable adjustment in price or may procure substitute goods/services and charge the cost to Contractor. If Contractor fails to remedy any such defect within a reasonable time after notice, the District has the right to perform or procure such remedy and Contractor shall reimburse the District for the cost. Alternatively, the District may elect to accept defective or non-conforming work and reduce the price accordingly. The warranty on any repaired or replaced work shall extend for an additional warranty period (e.g., one year) from the date of acceptance of the repair replacement.

Contractor shall assign to the District (or enforce on the District ’s behalf) any manufacturer’s warranties for equipment or materials provided, to the extent such warranties are assignable. Contractor shall cooperate with the District in pursuing warranty claims against manufacturers. This warranty is in addition to any other rights or remedies available to the District under this Agreement or law. Acceptance of the work by the District shall not relieve Contractor of its warranty obligations.

12. ASSIGNMENT

This Agreement may not be assigned.

13. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. MODIFICATIONS

No modification, change order, or amendment to this Agreement is effective unless it is in writing and executed by both parties with the same formality as this Agreement. The District may, however, unilaterally order minor changes in the work not involving an adjustment in price or time, consistent with the intent of the contract documents (such changes shall be confirmed in writing).

The District reserves the right to make changes to the scope of work, including additions, deletions, or other revisions. If any such change causes an increase or decrease in the Contractor's cost or time required for performance, an equitable adjustment in contract price or time will be made and incorporated by written change order. Contractor shall promptly notify the District if any District-directed change (or other circumstance) will affect cost or time, and submit supporting documentation. No claim for additional compensation or time shall be valid unless authorized in writing by the District through a duly executed change order by the District Executive Director before the work is performed, except as otherwise allowed by law.

If the District and Contractor cannot agree on the amount of an adjustment, the District may unilaterally issue a change order reflecting its best estimate of the equitable adjustment, and Contractor shall proceed with the changed work. Contractor retains the right to pursue a claim under the disputes provision if it disagrees with the District 's adjustment. Pending resolution, Contractor must continue performance.

Contractor shall not perform any work or furnish any materials outside the scope of the Agreement unless pre-authorized in writing by the District. Work performed without proper authorization is done at the Contractor's own risk and the District may refuse to pay for such work.

15. WAIVER

Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

16. ATTORNEY'S FEES AND VENUE

In the event of any litigation, arbitration, or mediation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including fees and costs incurred at the trial, appellate, and post-judgment collection levels. This provision is applicable to any proceeding whether sounding in contract, tort, or statute. For purposes of this Agreement, "prevailing party" means the party that substantially obtains or defeats the relief sought, as determined by the court or other tribunal having jurisdiction. If each party prevails on some aspect of the dispute, the attorneys' fees and costs shall be apportioned by the court/tribunal in a fair manner.

The parties stipulate and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement shall be subjected to the sole and exclusive jurisdiction and venue of the 14th Judicial Circuit in and for Bay County, Florida.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

As to District:

District Representative: Parker W. McClellan, Jr.
Title/Position: Executive Director
Address: 6300 West Bay Parkway, Box A, Panama City, FL 32409
Phone: 850-636-8950

As to Contractor:

Contract Representative: Bradford Dove, P.E.
Title/Position: Vice President – Civil Operations
Email Address: bdove@morgan1.com
Mailing Address: 900 Dutch Valley Dr. Knoxville, TN 37918
Phone: 865-249-8640

18. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

- Exhibit A – Contractor's Bid Schedule
- Exhibit B – Conformed Technical Specifications
- Exhibit C – Invitation to Bid Documents
  - ITB-2026-14 Bid Package
  - ITB-2026-14 FAA Requirements
  - ITB-2026-14 Bid Schedule
  - ITB-2026-14 Addendum No.1
- Exhibit D – Contractors Bid
- Exhibit E – Insurance Requirements
- Exhibit D – Contractor Bonds
- Exhibit F – AIP Grant Application and subsequent Grant Agreement
- Exhibit G – ECP Standard Terms and Conditions
- Exhibit H – Federally Required Contract Provisions
- Exhibit I – Conformed Plans

Note: Within the drawings/specs: figured dimensions govern over scaling; large-scale details govern over small-scale; and the Contractor shall not rely on scale where dimensions are given.

Contract Documents; Order of Precedence. The "Contract Documents" consist of the executed Agreement (Section 00050), all exhibits to the Agreement, the Solicitation (including the technical specifications and drawings), all addenda issued before bid opening, and all other documents expressly incorporated by reference. These Contract Documents are intended to be complementary. If a conflict or inconsistency exists, the

following order of precedence governs (highest to lowest):

1. Written Change Orders and written amendments executed by the District (most recent first);
2. The executed Agreement (Section 00050) and its exhibits (including insurance/bonding forms);
3. Addenda issued by the District prior to bid opening;
4. ECP Terms and Conditions;
5. Federally Required Contract Provisions;
6. Bid Proposal Form and the Contractor's bid pricing schedule (for pricing only).
7. The District 's Standard Terms and Conditions for Bidding.
8. The AIP Grant issued by FAA to provide financing for the Project.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year written below.

MORGAN CONTRACTING, INC.
a Florida for Profit Corporation

By: 522ec1a6-56e7-4216-97d0-96d06228928c Digitally signed by 522ec1a6-56e7-4216-97d0-96d06228928c Date: 2026.11.12 08:02:19 -05'00'
Bradford Dove, P.E.

Date: Nov 11, 2026

PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
a special district of Florida

By: Will Cramer Digitally signed by Will Cramer Date: 2026.11.12 08:07:11 -06'00'
William C. Cramer, III, Chair

Date: Nov 12, 2026

Remainder of Page Intentionally Left Blank.