

**TASK ORDER**  
**CONTRACT NO. 2023-02B**

**DATE:** August 22, 2025

**TASK ORDER #:** 23B-10

**TASK ORDER PROJECT TITLE:** North Terminal Expansion CA & Limited Inspection

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

**CONSULTANT:** AVCON

**SUBCONSULTANT(S):** FCG, UES

**TASK ORDER DESCRIPTION:** Construction Administration and Limited Inspection Services for the ECP Terminal Expansion Project which includes the Terminal Loop Road, and TSA Expansion.

**TASK ORDER BACKGROUND/JUSTIFICATION:** The ECP Terminal Expansion, TSA Expansion, and Terminal Loop Road projects are all part of the North Terminal Expansion Program. The mechanical mezzanine has been excluded and will be determined at a later date as part of a redesign/value engineering effort. The project is funded through the FAA utilizing grant funding as well as other local sources.

**SCOPE OF SERVICES:** **Exhibit 1A** (AVCON- Scope of Services) and **Exhibit 1B** (Subconsultant Scope of Services) identify the scope of services for the time-and-materials, not-to-exceed project.

**SCHEDULE OF SERVICES:** The anticipated project schedule is based on the Cardella construction schedule of 29 months from the notice to proceed to start construction. The RPR/CA services shall assume 30 months to allow for project close-out.

**COMPENSATION:** \$3,076,648.44 (Time-and-Materials, Not-to-Exceed) as depicted in **Exhibit 2** based on the hourly rates as established in the Master Services Agreement, Amendment No. 4 and summarized in **Exhibit 3**.

**IN WITNESS WHEREOF,** the parties hereto have caused this Task to be executed by their duly authorized representatives as of the date first shown above.

**AVCON, INC**  
**AIRPORT & INDUSTRIAL DISTRICT**

**PANAMA CITY-BAY COUNTY**



Tonia D. Nation, P.E.

Title: Associate Vice President

Date: 8/22/2025



Mark Sheldon

Title: Chair

Date: 9/4/2025



## **EXHIBIT 1A—AVCON- SCOPE OF SERVICES**

### **CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM**

**at**

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**

**PANAMA CITY, FLORIDA**

**AUGUST 22, 2025**

**(Revised August 29, 2025)**

The following parties may be referred to hereafter:

- FAA (Federal Aviation Administration)
- AIRPORT (Panama City – Bay County Airport and Industrial District)
- Owners Authorized Representative (OAR) (Ardurra)
- CONSULTANT (AVCON, INC.)
- SUBCONSULTANT (Fitzgerald Collaborative Group, LLC (FCG))

This scope includes professional services in support of the North Terminal Expansion Program (PROJECT) at **Northwest Florida Beaches International Airport (ECP)** in Panama City, Florida. All work for the PROJECT shall be paid for according to this **Exhibit 2—AVCON- Scope of Services, Exhibit 3- FCG Scope of Service (Reference Only)** and **Exhibit 4—Fee Derivation** attached hereto.

#### **Section A: GENERAL**

The construction for the project will be performed by Cardella Construction Company, the FAA-approved Construction Manager at Risk (CMAR) for the project. This project includes the Resident Project Representative/Inspection Services, Construction Administration Services, and Material Acceptance Testing associated with the following North Terminal Expansion Program, consisting of the following:

- North Terminal Loop Road
- North Terminal Expansion Project
- TSA Relocation Project

This scope of work will include professional services to construction phase services as follows:

- Task 1: Construction Administration Services
- Task 2: Resident Project Representative/Inspection Services
- Task 3: Material Acceptance Testing

#### **Section B: PROFESSIONAL DESIGN SERVICES (NTE)**

##### **Task 1: General Construction Administration (Civil Items)**

**EXHIBIT A—Scope of Services**  
**CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM**  
**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**  
**AUGUST 22, 2025**

This task shall be performed under a Not-To-Exceed (time-&-materials) basis and may include, but not be limited to, the following services as authorized by the AIRPORT staff. Construction administration will generally include administration over the following areas:

- 1.1 Shop Drawings, Samples, and Submittals:** The CONSULTANT will review the CMAR's shop drawings, samples, and other submittals. The CONSULTANT will utilize the CMAR's digital tracking system for all shop drawing, sample, and submittals review. The CONSULTANT's review of shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the CMAR from its responsibility for performance in accordance with the contract for construction, nor is such a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The CONSULTANT shall assist the AIRPORT in reviewing and responding to the CMAR's requests for substitutions of materials and equipment. The CONSULTANT shall review such requests and shall advise the AIRPORT as to the acceptability of such substitutions.

*The CONSULTANT's scope shall be based upon the scope of work in the contract for construction. Should there be repeated reviews required for submittals, the CONSULTANT shall be entitled to additional budget.*

*The CONSULTANT and SUBCONSULTANTS shall review shop drawings with 7 calendar days of receipt.*

- 1.2 Field Instructions and Orders:** The CONSULTANT will issue Architectural Supplement Instructions (ASI), work directives, orders or similar documents during construction as provided in the contract for construction.

*The CONSULTANT and SUBCONSULTANTS shall prepare ASI's with 14 calendar days of receipt of an RFI.*

- 1.3 Interpretation of Contract Documents:** The CONSULTANT shall utilize the CMAR's digital tracking system for preparing responses to requests for interpretation/information (RFIs) and shall coordinate such review with the AIRPORT as appropriate. The CONSULTANT shall coordinate and provide written responses to the CMAR's written RFIs or clarification of the contract documents. In certain cases, this task may include preparation of technical details and supporting sketches to specify the work requirements.

*The CONSULTANT and SUBCONSULTANTS shall prepare RFI responses with 7 calendar days of receipt of an RFI assuming an ASI is not required.*

- 1.4 Close-out File and Records:** The CONSULTANT shall provide to the Owner an organized set of project documents and records representing the project inspections, testing, and costs. The close-out documents shall summarize the work performed and shall document all changes to the contract amount. The CONSULTANT shall take the necessary steps to close out the project in a timely manner following project completion and acceptance.

**EXHIBIT A—Scope of Services**

**CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM**

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**

**AUGUST 22, 2025**

- 1.5 As-Built Drawings:** The CONSULTANT shall revise the original design drawings to reflect available record information provided by the CMAR and equipment suppliers for the Final Record Drawings. One digital copy of the as-built drawings shall be provided containing the electronic set of drawings (both adobe acrobat and AutoCAD files) shall be provided to the AIRPORT.

**Task 2: General Program Management**

This task will provide general program management consultation and generally keep the AIRPORT advised of the progress of the construction. This includes preparing and submitting monthly invoices and regular conversations with AIRPORT staff. The CONSULTANT will also implement and maintain regular communications with the CMAR during the construction period. The CONSULTANT shall not communicate directly with the CMAR's subcontractors.

- 2.1 Pre-Construction Conference:** The CONSULTANT will attend one pre-construction conference with the AIRPORT, CMAR, Subcontractors, and Airport users to review the project communication, coordination and other procedures and discuss the CMAR's general workplan and requirements for the project. The CONSULTANT attendees will include the Sr. Project Manager, Construction Manager and Subconsultant.

- 2.2 Weekly Progress Meetings:** The CONSULTANT will attend weekly Owner-Architect-Contractor (OAC) progress meetings via Teams with the CMAR, OAR, and AIRPORT throughout the project duration from NTP. The CMAR shall prepare and distribute minutes of these meetings.

- 2.3 Payments to CMAR:** The CONSULTANT will receive and review the CMAR's requests for payment. The CONSULTANT shall determine whether the amount requested reflects the progress of the CMAR's work and is in accordance with the contract for construction. The CONSULTANT shall provide recommendations to the AIRPORT as to the acceptability of the requests. The CONSULTANT shall advise the AIRPORT as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. Recommendations by the CONSULTANT to the AIRPORT for payment shall be based upon the CONSULTANT's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the CONSULTANT to ascertain that the CMAR has completed the work in exact accordance with the contract for construction, that the CONSULTANT has made an examination to ascertain how or for what purpose the CMAR has used the moneys paid, or that title to any of the work, materials or equipment has passed to the AIRPORT free and clear of liens, claims, security interests, or encumbrances.

- 2.4 Interpretation of Contract Documents:** The CONSULTANT shall utilize the CMAR's digital tracking system for preparing responses to requests for interpretation/information (RFIs) and shall coordinate such review with the AIRPORT as appropriate. The CONSULTANT shall coordinate and provide written responses to the CMAR's written RFIs or clarification

**EXHIBIT A—Scope of Services**  
**CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM**  
**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**  
**AUGUST 22, 2025**

of the contract documents. In certain cases, this task may include preparation of technical details and supporting sketches to specify the work requirements.

**Task 3 General Construction Observation**

General Construction Observation will be provided on a time-and-materials basis. The architect of record will complete biweekly site visits documenting the construction progress of the project areas. AVCON will complete weekly site visits to monitor the construction progress to ensure grant compliance and documentation.

**Task 4: Horizontal Inspection Services per FAA Grant Assurance Requirements (NTE)**

**3.1 Field Inspection:** The CONSULTANT shall provide an onsite inspector for the following horizontal project activities:

- ✓ Terminal Loop Road (CGMP #1) (9 month @ 16 hours per week)
- ✓ Terminal Apron - Terminal Expansion (3 months @ 16 hours per week)
- ✓ Terminal Apron - TSA Relocation (3 months @ 16 hours per week)

Limited inspection services will be provided for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the CMAR. The CONSULTANT's observation of the work is not an exhaustive observation or inspection of all work performed by the CMAR. The CONSULTANT does not guarantee the performance of the CMAR. The CONSULTANT's observations shall not relieve the CMAR from responsibility for performing the work in accordance with the contract for construction, and the CONSULTANT shall not assume liability in any respect for the construction of the project. The CONSULTANT shall, with the assistance of the AIRPORT, obtain written plans from the CMAR for quality control of its work, and shall monitor the CMAR's compliance with its plan.

Should the CONSULTANT discover or believe that work is not in accordance with the contract for construction, or is not conforming to applicable rules and regulations, the CONSULTANT shall bring this to the attention of the CMAR, OAR, and the AIRPORT. The CONSULTANT shall thereupon monitor the CMAR's corrective actions, shall advise the AIRPORT as to the acceptability of the corrective actions, and shall notify the CMAR and AIRPORT of noted deficiencies from that plan.

Whenever the CMAR notifies the CONSULTANT of subsurface or physical conditions which differ from the design subsurface investigation at the site and for which the contract for construction provides should be so notified, the CONSULTANT shall advise the AIRPORT and inspect the conditions at the site. The CONSULTANT shall advise the AIRPORT as to the appropriate action(s) and shall assist the AIRPORT in responding to the CMAR.

CONSULTANT will be required to perform Quality Acceptance (QA) materials testing/ Building Envelop Testing for the project. The CONSULTANT shall subcontract these services to UES for QA Materials Testing. The scope of work for these services is attached and addressed in Task 4 below.



## **EXHIBIT A—Scope of Services**

### **CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP) AUGUST 22, 2025**

*Daily inspection, engineering, and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.*

Unless otherwise coordinated with the AIRPORT, the Inspection work is anticipated to include:

- Participation in weekly progress meetings
- Preparation of daily inspection reports
- Photographs of construction progress

The CONSULTANT will assist the OAR in issuing documents for substantial completion. Included will be a punch list and acceptance of the respective work. The CONSULTANT shall advise the OAR and AIRPORT on payment, and partial release of retainage.

The CONSULTANT will conduct a site walk and final inspection of the PROJECT to confirm the completeness and quality of the construction and will assist the OAR/AIRPORT in issuing documents for final completion and acceptance of the work. The CONSULTANT shall advise the AIRPORT on final payment, release of retainage, and release of insurance and bonds.

#### **Task 5 Subconsultant Services: Material Acceptance Testing**

- 4.1 Subconsultant – Material Acceptance Testing (NOVA):** Material acceptance testing services shall be completed on a time-and-material basis.
- 4.2 Subconsultant- Specialty Inspections (UES):** Specialty inspections services will be provided on a time-and-material basis as required by the CMAR. *CMAR shall notify the CONSULTANT 24 to 48 hours prior to inspection services being performed.*
- 4.3 Subconsultant – Building Acceptance Testing (NOVA):** Building envelope testing shall be completed on a time-and-material basis.
- 4.4 Subconsultant- North Terminal Expansion (FCG):** Exhibit 1B defines the scope of services to be provided by the FCG design team for construction administration services.
- 4.5 Subconsultant- TSA Relocation (FCG):** Exhibit 1B defines the scope of services to be provided by the FCG design team for construction administration services.
- 4.6 Optional Architectural Design Services:** The Optional Architectural Design services are additional services that were previously excluded from design services and have been provided as optional services. These services may separately be authorized and are defined in Exhibit 1B.

#### **Section C: LIST OF ASSUMPTIONS**

The following assumptions were used when determining the compensation to the CONSULTANT. These assumptions are in addition to the scope and additional services set forth in the foregoing scope of work.

1. Mechanical Mezzanine has been excluded from the scope of work. The Mechanical Mezzanine is subject to value engineer/redesign and will be assessed once the scope has been defined.
2. Per the OWNER/OAR's direction, the AVCON will not be providing daily inspections and inspections/observations shall be on a limited basis.

**EXHIBIT A—Scope of Services**

**CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM**

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**

**AUGUST 22, 2025**

3. The CMAR's scope of work includes the construction of all the above as required and included in the construction contract. The CMAR will furnish all materials, labor, incidentals, and supplies required to construct the project and deliver the same to the Owner, ready for use. The CMAR will provide performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration; and all the paperwork that is required.
4. AVCON shall not be responsible for the acts or omissions of the CMAR, subcontractor, or any of the CMAR's subcontractor agents or employees, or any other persons (except his own employees and agents) on the Project or otherwise performing any of the work of the Project, including the CMAR's means, methods, or procedures of construction, or issues directions or be responsible for the safety procedures and programs in connection with the CMAR's work.

**SECTION D. TERMS AND CONDITIONS**

**1. Project Delays**

- 1.1. **No Additional Compensation for Delays:** Except as provided by Section 1.3 below, no delay in the Project shall entitle the CONSULTANT to receive additional compensation for services set forth in this Scope of Work. Extensions or modifications to the schedule for performing the Services set forth in a Task Order will be made pursuant to the applicable provisions of the Agreement and Task Order, as applicable.
- 1.2. **Owner Not Liable for Consultant or Contractor Delays:** The Airport shall not be liable for any increased costs, expenses, or damages resulting from delays caused solely by the actions or omissions of the Consultant or the Contractor except as set forth in this section.
- 1.3. **Exceptions.** The CONSULTANT may request an equitable adjustment in compensation exclusively under the following circumstances:
  - 1.3.1. **Airport-Caused Delays:** The delay is caused by the actions or omissions of the Airport. Except that CONSULTANT shall not be entitled to any adjustment related to the Airport's delay in authorizing any phase, scope, CGMP, GMP or other component of the construction of the Project.
  - 1.3.2. **Force Majeure Events:** If the delay results from a force majeure event, including but not limited to acts of God, natural disasters, war, terrorism, or other events beyond the reasonable control of the CONSULTANT.
  - 1.3.3. **Contractor-Caused or Subcontractor Delays:** The delay is caused by the actions or omissions of a Contractor or a subcontractor, which have no contractual relationship with CONSULTANT. Costs resulting from Contractor-caused delays are typically mitigated through liquidated damages assessed to the Contractor by the Airport.
- 1.4. **Duty to Mitigate:** The Consultant shall use reasonable efforts to mitigate the effects of any delays and shall promptly notify the Airport in writing upon becoming aware of any circumstance that may cause a delay.

**EXHIBIT A—Scope of Services**

**CA AND LIMITED INSPECTION SERVICES FOR NORTH TERMINAL EXPANSION PROGRAM**

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**

**AUGUST 22, 2025**

**1.5. Notification, Application, and Approval:**

- 1.5.1. Notification:** Consultant shall notify Airport in writing of the delay or potential delay and describe the cause of the delay either; (1) within ten (10) days before the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result, or; (2) if delay is not reasonably foreseeable, within five (5) days after the date Consultant first had knowledge that a delay could result.
- 1.5.2. Application:** Within fifteen (15) days after providing notice of a delay as set forth above, the Consultant shall submit a written application to the Airport for an equitable adjustment. The application must include a detailed description of the delay, the reasons it falls under the above Exceptions, the impact on the Consultant's scope of services, and a detailed calculation of any schedule extension or additional compensation requested. The Consultant shall provide all documentation reasonably required by the Airport to evaluate the request.
- 1.5.3. Approval:** Any request for equitable adjustment under this Section D is subject to approval by the Airport in writing. The Airport will review the Consultant's timely application and may require additional documentation or clarification. No claim for delay-related compensation or extension shall be allowed unless the Consultant has strictly complied with the notice and application requirements herein. If the Airport finds that the delay qualifies under the Exceptions and that the Consultant has diligently mitigated its effects, the Airport will authorize an equitable adjustment in time and/or compensation as appropriate. Any such adjustment shall be effectuated through a written amendment to this Task Order, executed by both parties.



August 18, 2025

AVCON  
320 Bayshore Drive, Suite A  
Niceville, FL 32578  
Attn: Tonia D. Nation, PE, Associate Vice President



**Re: ECP Basic A-E Construction Administration Services – North Terminal Expansion, TSA Relocation & Mechanical Mezzanine**

Dear Tonia,

Thank you for the opportunity to work with AVCON and the Airport Authority on these requested tasks. The Fitzgerald Collaborative Group, LLC (FC) in conjunction with DAG Architects (DAG), are honored to present our not-to-exceed construction administration fee proposal for professional architectural and engineering services for the North Terminal Expansion, TSA Relocation and Mechanical Mezzanine projects for the Northwest Florida Beaches International Airport.

FC and DAG, along with our engineers, hereinafter referred to as “Design Team”, will provide the Basic Services and requested Additional Services for the completion of the project. Our Design Team includes architectural, structural engineering and MEPF engineering.

### Project Description and Owner’s Project Scope of Work

#### North Terminal Expansion

Professional construction administration services will be provided for the proposed addition that includes roughly 75,816 GSF of new construction to the north of the existing terminal (First floor 38,654 GSF, second floor 34,976 GSF, and third floor 2,186 GSF). The project includes the following program:

- Three (3) Gates and three (3) check-in counters
- Holding rooms, seating areas and misc. terminal circulation
- Concessions areas, at new construction and expanded at existing
- Baggage Claim, including four (4) carousels and six (6) airline baggage offices. The design team accommodated for one (1) office as an alternate for the fire pump room depending on what the fire flow tests determine.
- New seating space above TSA
- Restrooms at first and second levels
- Vertical Circulation Tower, including stairs, escalators, elevator (no observation tower included)
- Misc. support spaces for mechanical & electrical, IT, janitorial, maintenance, and storage

~~Professional design services will include the additional design of the Permit Documents due to the coordination of multiple phasing parameters. These revisions will be issued in the form of a new Permit Documents submittal (additional addendums and/or ASI’s would be issued upon the completion of permitting and under a separate contract). Such items include but are not limited to the scope of the mechanical mezzanine project, TSA Relocation project, interior design coordination, impacts of active civil projects, coordination with a food service consultant for concessions, coordination of Passenger Boarding~~

~~Bridges (PBB's), electrical and LV-Data-Security scope, flow tests / fire protection / fire riser room confirmation, FF&E coordination, wayfinding / signage and any value engineering required due to funding restrictions.~~

### **TSA Relocation Design**

Professional construction administration services will be provided to relocate the TSA checkpoint. Currently, the TSA checkpoint is located on the south side of the terminal center point. This space has been determined to be too small for current TSA guidelines and requires additional checkpoint lanes for increased throughput and decreased time standing in line awaiting check-in. The TSA checkpoint will be relocated to the north side of the terminal center point to the current baggage claim area. The demolition of existing offices, stairs and elevator components as well as the expansion of the space to the east will allow for more space in which to house a new five (5) lane checkpoint. The new TSA checkpoint space will include a supervisor's office and several private screening rooms that can be conveniently located with the checkpoint lanes. The eastward expansion will be a two-story expansion. The second-floor expansion space will be used as a new circulation space for the gate/hold and concessions spaces in the north terminal.

As the phasing for multiple projects throughout the terminal is confirmed and funded, there may be design revisions required by the design team in the form of addendum or ASI. These design revisions may include the coordination of TSA equipment, electrical and LV-Data-Security scope, wayfinding, FF&E and interior design.

### **Mechanical Mezzanine and Existing Equipment Relocation – EXCLUDED FROM SCOPE**

The following mechanical mezzanine scope is not included in this proposal, but may be included under separate contract/task order:

Professional construction administration services will be provided to relocate the existing mechanical equipment in Mechanical Room 2102 at the north terminal that houses two (2) air handling units (AHUs) to a new mechanical mezzanine of approximately 1,800 SF directly above or as required by the project. One air handling unit serves the area we just renovated in Task Order #02 and the other air handling unit serves the large seating area as well as some of the baggage claim area. By constructing the mezzanine above, the AHUs would move out of the mechanical room, freeing up some much-needed circulation space for the future growth and connection to the north expansion in Task Order #04. There may need to be additional design revisions to the permit documents due to the sequence of this project, particularly to the design of the old mechanical room. The AHUs will be moved to allow space to build the mezzanine and get duct, pipe, etc. out of the way to build the mezzanine and supporting structure. The mezzanine would tie into the existing framing and consist of steel framing with a concrete deck. The proposed ceiling height below the mezzanine in this circulation transition path from existing to new construction will be approximately 10 to 12 feet. Once the mezzanine is fully constructed, the existing AHUs would be moved to the new space, reassembled, and reconnected. This may cause some down time for areas served and may need consideration for construction in winter months. If done during the summer, a temporary unit would need to be provided to serve the spaces. The airport may select another option for location for a new HVAC solution for the existing facility. This CA scope and fee would be updated as required by the Owner.



## Fee Proposal

Our basic (including architectural and engineering design services) construction administration services are **\$1,464,476.40** and structured as an hourly not to exceed. Additional required services, also structured as hourly NTE, include a separate allowances balance of **\$165,000.00**. The basis of compensation is as follows:

### I. North Terminal Expansion Basic Construction Administration Services

#### Basic Construction Administration Services

Architecture ( <i>Fitzgerald Collaborative Group</i> )	\$ 699,660.00
Structural Engineering ( <i>Pennoni</i> )	\$ 147,000.00
Electrical Engineering ( <i>HG Engineers</i> )	\$ 73,000.00
MEPF ( <i>Watford Engineering</i> )	\$ 85,000.00
Total Basic Construction Administration Services	\$ 1,004,660.00

**TOTAL NORTH TERMINAL EXPANSION SERVICES FEE \$ 1,004,660.00**

### II. ~~TSA Relocation Design~~

#### Basic Construction Administration Services

Architecture ( <i>Fitzgerald Collaborative Group</i> )	\$ 377,816.40
Structural Engineering ( <i>Pennoni</i> )	\$ 25,000.00
Electrical Engineering ( <i>HG Engineers</i> )	\$ 28,000.00
MEPF ( <i>Watford Engineering</i> )	\$ 29,000.00
Total Basic Construction Administration Services	\$ 459,846.40

**TOTAL TSA RELOCATION SERVICES FEE \$ 459,846.40**

### III. ~~Mechanical Mezzanine and Existing Equipment Relocation - EXCLUDED FROM SCOPE~~

#### Additional Required Services

Low Voltage Allowance	\$ 25,000.00
Wayfinding / Signage Allowance	\$ 85,000.00
FF&E & Interior Design Coordination Allowance	\$ 40,000.00
<del>Printing costs - not to exceed (<i>Fitzgerald Collaborative Group</i>)</del>	<del>\$ 15,000.00</del>
Additional Services Total	\$ 165,000.00

**TOTAL ADDITIONAL REQUIRED SERVICES FEE ~~\$ 165,000.00~~**

**\$150,000**

### Estimated Project Schedules

The phasing and project schedules are to be provided by the CM, but for estimating purposes pending dates for notice to proceed, Owner meetings, and Owner review periods, potentially running sequentially for approximately 29 months (provided by Cardella). Continued design / phasing efforts will occur throughout the construction administration phase, part of this scope of services to include loose end items – see attachment 'A'. Value Engineering scope and the impacts to the project schedule will be covered under a separate contract.

### Reimbursable Expenses

Reimbursable Expenses (billed at cost 0%) include expenses incurred by the Architect in the interest of the project for:

- copying / photo imaging
- fees paid for securing approval from authority with jurisdiction over this project
- professional renderings requested by the Owner beyond the scope noted herein

### General Exclusions

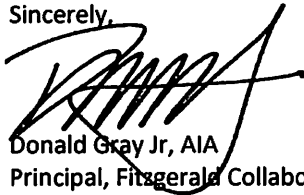
Services not included in this proposal are as follows:

- Value Engineering
- Cost estimation
- Food service design
- LV-Data-Security consulting services
- Interiors outside of basic services and FF&E selection
- Bidding and Negotiation
- Surveys of any kind
- All Civil work
- Site Environmental assessments
- Owner Requested Changes to Approved Documents
- Design of the Passenger Boarding Bridges
- Structural Threshold Inspections
- Building Commissioning
- Geotechnical engineering
- Interior or exterior Models or renderings
- Hazardous Materials, Asbestos, Lead, and/or Mold abatement.
- Design Services outside of the designated scope of work.
- Permit Fees & State Fire Marshal Fees.
- Hidden Conditions - Any conditions concealed by existing construction, not capable of detection by reasonable visual observation (if architect and/or engineer believe that such conditions exist, your organization shall be responsible for acquiring authorizations and payment for all costs associated with investigation, and if necessary, all costs required to correct such conditions. If your organization chooses not to authorize such investigation and/or correction after due notification, the Architect and/or Engineer shall not be held responsible for the existing condition nor any resulting damages to persons or property.
- Distribution of Bid Documents & Preparation of multiple bid packages.

- Incorporation of Contractor's annotations of actual field installed conditions into as-built or record drawings.
- Evaluation of the existing building HVAC system.
- Evaluation of existing building fire alarm system.
- Advertisement for bids.
- Construction Administration services for tie-in to existing airport structures and security systems, including weekly site inspections and field reports as well as:
- Review and approve/reject building submittals and shop drawings.
- Address contractor's requests for information relate to construction efforts.
- Address any change requests submitted during construction phase.
- Review partial payment applications during construction.
- Issue punch list at the end of each phase of construction.
- Provide all building certifications and project closeout to the City and Permitting agencies

We look forward to working with AVCON on this project. Please let us know if you have any further questions regarding our work, or the scope of this proposal.

Sincerely,



Donald Gray Jr, AIA  
Principal, Fitzgerald Collaborative Group



Owen Gipson, AIA  
Principal, DAG Architects





## CHANGE TO SCOPE/SCHEDULE/FEE

Date: 5/22/25 REV2

Pennoni Project #: FCGRP22001

Scope Change #: 1

Project Title: ECP NWFBIA North Terminal Expansion

Project Location: 6300 W Bay Pkwy - Panama City, FL 32409

Client Responsible Party: Erika Hagan

Client Address: 850 S. Gadsden Street - Suite 140 - Tallahassee, FL 32301

Client Phone: 850-350-3500

Fax:

Email: erika@fc-groupllc.com

### Description of Change(s):

Based on our discussion on March 18, 2025, we have been asked to provide the following additional services that are not included in our original scope of services.

~~Additional Construction Document Fee – Hourly (NTE) – \$121,500.00~~

~~• Coordination for phasing for NT Expansion, TSA Expansion, and Mechanical Mezzanine~~

Construction Administration Phase – Hourly (NTE) = \$147,000.00

- Attend the pre-construction meeting.
- Review shop-drawing and submittals of the structural work only. Our shop drawing and submittal review will be limited to determining general conformance with the information given and the design concepts expressed in the Structural Contract Documents and are not for the purpose of determining accuracy and completeness including dimensions and quantities. This proposal is based on performing a maximum of two (2) reviews for each shop drawing or submittal. Shop drawings or submittals submitted more than two times for approval will be reviewed on an hourly basis as an additional service.
- Perform site visits at intervals appropriate to the various stages of construction, as Pennoni deems necessary to observe the progress and quality of the work. Such observations shall not be construed as exhaustive or continuous inspection of the work. Based on information obtained during such visits and on such observations, Pennoni shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. We will inform the Client of the progress of the work observed during our site visits by the issuance of Structural Observation Reports.
- Coordinate with the Client and Contractor during construction and respond to Contractor requests for information to clarify the intent of the structural design.
- Upon completion of construction, review as-built drawings prepared by the Contractor.





March 17, 2025

Erika Hagan, AIA  
Principal  
Fitzgerald Collaborative Group, LLC  
850 S. Gadsden Street, Suite 140  
Tallahassee, FL 32301

RE: ECP Airport North Terminal Expansion Construction Administration

Dear Ms. Hagan,

Thank you for requesting a fee proposal for mechanical engineering services from Watford Engineering, Inc. It is my understanding that our scope of work includes the following:

1. Mechanical (M-P-FP) ~~design phasing and~~ construction administration necessary for the approximately 75,800 square foot North Terminal Expansion

We will provide the following basic and additional design services for the fixed fee broken down below:

• <del>M-P-FP Design Phasing and Coordination</del>	<del>\$35,000</del>
• M-P-FP Construction Administration	<u>\$85,000</u>
	<del>\$120,000</del>

If you are in agreement with this proposal, please sign one copy of the letter and return for our records. Please give me a call if you have any questions or comments concerning this proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Keith A. Johnson'.

Keith A Johnson, PE  
Vice President

Fee Approved

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



142 EGLIN PARKWAY, SE  
FORT WALTON BEACH  
FLORIDA 32548  
850.243.6723

621 N. TYNDALL PARKWAY, UNIT C  
PANAMA CITY  
FLORIDA 32404  
850.243.6723

4286 WOODBINE RD, SUITE D  
PACE  
FLORIDA 32571  
850.243.6723

March 12, 2025

Erika Hagen, AIA  
Principal  
Fitzgerald Collaborative Group, LLC  
850 S. Gadsden Street, Suite 140  
Tallahassee, FL 32301

## **ECP North Terminal Expansion – Phasing Coordination & Construction Administration ENGINEERING SERVICES PROPOSAL**

Ms. Erika Hagen,  
In accordance with your request, we have prepared this proposal to provide electrical engineering services associated with the above-mentioned project.

### **SCOPE OF WORK**

HG Engineers (HG) will provide electrical construction documents for the north terminal expansion project including phasing coordination and construction administration. The electrical services shall include ~~electrical design, calculations, and~~ construction administration including RFI responses, shop drawing reviews, and site inspection and reports.

### **ENGINEER FEE**

HG will perform the above services for the following fixed fee:

<del>Electrical Design Phasing Coordination:</del>	<del>\$32,000</del>
<del>Electrical Construction Administration:</del>	<del>\$73,000</del>
<del>Total:</del>	<del>\$105,000</del>

### **ADDITIONS/EXCLUSIONS**

Any professional service performed by HG beyond/or in addition to that listed under "Scope of Work" will be considered additional services and billed after establishing a basis of compensation. This proposal does not include telecom services, but a separate proposal can be provided upon request.

If the above proposal is acceptable to you, please sign and return for our files. Please contact me with any questions.

Respectfully,  
Dan White, PE, LEED AP (BD+C)  
Principal Electrical Engineer

### **WORK AUTHORIZATION**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## CHANGE TO SCOPE/SCHEDULE/FEE

Date: 8/7/25 REV3

Pennoni Project #: FCGRP21004

Scope Change #: 2

Project Title: ECP NWFBI TSA EXPANSION

Project Location: 6300 W Bay Pkwy - Panama City, FL 32409

Client Responsible Party: Erika Hagan

Client Address: 850 S. Gadsden Street - Suite 140 - Tallahassee, FL 32301

Client Phone: 850-350-3500

Fax:

Email: erika@fc-groupllc.com

### Description of Change(s):

Based on our discussion on March 18, 2025, we have been asked to provide the following additional services that are not included in our original scope of services.

~~Additional Construction Document Fee Hourly (NTE) = \$48,250.00~~

- ~~Coordination for phasing for NT Expansion, TSA Expansion, and Mechanical Mezzanine~~

Construction Administration Phase – Hourly (NTE) = \$25,000.00

- Attend the pre-construction meeting.
- Review shop-drawing and submittals of the structural work only. Our shop drawing and submittal review will be limited to determining general conformance with the information given and the design concepts expressed in the Structural Contract Documents and are not for the purpose of determining accuracy and completeness including dimensions and quantities. This proposal is based on performing a maximum of two (2) reviews for each shop drawing or submittal. Shop drawings or submittals submitted more than two times for approval will be reviewed on an hourly basis as an additional service.
- Perform site visits at intervals appropriate to the various stages of construction, as Pennoni deems necessary to observe the progress and quality of the work. Such observations shall not be construed as exhaustive or continuous inspection of the work. Based on information obtained during such visits and on such observations, Pennoni shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. We will inform the Client of the progress of the work observed during our site visits by the issuance of Structural Observation Reports.
- Coordinate with the Client and Contractor during construction and respond to Contractor requests for information to clarify the intent of the structural design.
- Upon completion of construction, review as-built drawings prepared by the Contractor.





March 13, 2025

Erika Hagan, AIA  
Principal  
Fitzgerald Collaborative Group, LLC  
850 S. Gadsden Street, Suite 140  
Tallahassee, FL 32301

RE: ECP Airport TSA Relocation Construction Administration

Dear Ms. Hagan,

Thank you for requesting a fee proposal for mechanical engineering services from Watford Engineering, Inc. It is my understanding that our scope of work includes the following:

1. Mechanical (M-P-FP) construction administration necessary for the TSA Relocation project.

We will provide the following basic and additional design services for the fixed fee broken down below:

• <del>Mechanical Design Phase coordination</del>	<del>\$5,000</del>
• Construction Administration	<u>\$29,000</u>
	<del>\$34,000</del>

If you are in agreement with this proposal, please sign one copy of the letter and return for our records. Please give me a call if you have any questions or comments concerning this proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Keith A. Johnson'.

Keith A Johnson, PE  
Vice President

Fee Approved  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



142 EGLIN PARKWAY, SE  
FORT WALTON BEACH  
FLORIDA 32548  
850.243.6723

621 N. TYNDALL PARKWAY, UNIT C  
PANAMA CITY  
FLORIDA 32404  
850.243.6723

4286 WOODBINE RD, SUITE D  
PACE  
FLORIDA 32571  
850.243.6723

March 12, 2025

Erika Hagen, AIA  
Principal  
Fitzgerald Collaborative Group, LLC  
850 S. Gadsden Street, Suite 140  
Tallahassee, FL 32301

## **ECP TSA Relocation – Phasing Coordination & Construction Administration ENGINEERING SERVICES PROPOSAL**

Ms. Erika Hagen,  
In accordance with your request, we have prepared this proposal to provide electrical engineering services associated with the above-mentioned project.

### **SCOPE OF WORK**

HG Engineers (HG) will provide electrical construction documents for the TSA relocation project including phasing coordination and construction administration. The electrical services shall include ~~electrical design, calculations, and~~ construction administration including RFI responses, shop drawing reviews, and site inspection and reports.

### **ENGINEER FEE**

HG will perform the above services for the following fixed fee:

<del>Electrical Design Phasing Coordination:</del>	<del>\$21,000</del>
<del>Electrical Construction Administration:</del>	<del>\$28,000</del>
<del>Total:</del>	<del>\$49,000</del>

### **ADDITIONS/EXCLUSIONS**

Any professional service performed by HG beyond/or in addition to that listed under “Scope of Work” will be considered additional services and billed after establishing a basis of compensation. This proposal does not include telecom services, but a separate proposal can be provided upon request.

If the above proposal is acceptable to you, please sign and return for our files. Please contact me with any questions.

Respectfully,  
Dan White, PE, LEED AP (BD+C)  
Principal Electrical Engineer

### **WORK AUTHORIZATION**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_



June 19, 2025

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

6300 West Bay Parkway  
Panama City, Florida 32409  
c/o Mr. Richard Chatellier  
Cardella Construction

**Subject:** Special (Threshold) Inspection and Limited Construction Materials Testing Services Proposal

**NORTH TERMINAL EXPANSION – TI & CMT**

6300 West Bay Parkway  
Panama City, Bay County, Florida 32409  
NOVA Proposal Number: 10111-1025116

Dear Mr. Chatellier:

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal and suggested budget for providing Special (Threshold) Inspection services, and limited Construction Materials Testing for the above referenced project. We feel that, given NOVA's experience with many other similar projects in the region, NOVA is the best choice to provide the requested services for this project. Included herein is the anticipated scope of services and fee information.

**PROJECT INFORMATION**

Our understanding of the project is based on our review of the project geotechnical report, architectural plans provided by DAG Architects, project specifications, structural plans prepared by Pennoni Structural Engineers, all dated June 30, 2023, and our experience providing similar inspection services for other like projects in the region.

The subject project is located at the north side of the ECP existing terminal. It is our understanding that the structure will be supported by shallow foundations. The framing of the structure will consist primarily of cast-in-place concrete columns and beams, masonry walls, cast-in-place concrete deck, steel bar joists, steel roof deck, and non-load-bearing cold-formed metal wall framing. There will be a Mechanical Mezzanine, North Terminal Expansion and TSA Expansion Totaling 75,816 Square Feet for the project. We understand that the project is scheduled to begin in early September 2025.



## PROPOSED SPECIAL (THRESHOLD) INSPECTION SERVICES

Florida Statute 553.79 (5) (b) requires that the “fee owner” of a project select and pay for all costs of employing a Special (Threshold) Inspector. If you are not the fee owner or are not given legal authority by the fee owner to act on their behalf, please kindly forward this proposal to the fee owner for their consideration. Execution of this contract for services by any party other than the fee owner implies that a legally binding agreement exists between the fee owner and the party signing the contract. In such a case, please provide NOVA with a copy of the legally binding agreement for our files.

Pursuant to Florida Statute §553.71(7) a building having an Assembly Occupancy which exceeds 5,000 sq. ft. and 500 persons or any building greater than three stories or 50' in height is considered to be a “Threshold Building”. The proposed Special (Threshold) Inspections will be performed in general accordance with the Threshold Inspection Plan, approved drawings, and specifications provided by the Structural Engineer of Record. However, we did request the Threshold Inspection Plan to be revised to allow our TI Engineer to service the project.

NOVA proposes to provide field observations, Special (Threshold) Inspection project management, and consulting services as scheduled and directed by the Client and/or their designated representatives. A breakdown of the anticipated scope of services to be provided is included herein. Inspection services requested will generally comply with the adopted version of the Florida Building Code at time of permitting, Florida Statutes, Florida Administrative Code, the project specific schedule of threshold inspections, and other relevant sections of the permitted conduct documents. In accordance with Florida §553.79, the “Threshold Building Law”, the Special (Threshold) Inspections required will generally involve the following building components:

### SHALLOW FOUNDATIONS:

- Periodically observe that steel reinforcement and accessories and embedded materials are placed in accordance with the permitted design documents.
- Periodically observe the depth and width of footings for conformance with the permitted design documents.

### CAST-IN-PLACE CONCRETE:

- Periodically observe mild steel reinforcement placement including size, quantity, spacing, bar supports and chairs, clearances, splices, and any special coating requirements.
- Periodically observe proper location of control and construction joints, pour strips, embedded items, anchors, and openings.
- Periodically observe concrete placement procedures in accordance with generally acceptable standards and practices.
- Periodically observe that the testing lab is on-site to perform concrete testing.
- Periodically observe concrete curing procedures.

**STRUCTURAL MASONRY:**

- Masonry installation including techniques and workmanship.
- Mortar bedding, grouting, and cleanout areas.
- Joint reinforcement, embedded inserts, and anchors.
- Special inspections required per code and/or specifications.

**STRUCTURAL STEEL:**

- Special inspections required per Special Inspection Plan.
- Periodically observe structural steel component sizes and connections.
- Review of CMT reports regarding bolted and welded connections.

**STEEL BAR JOISTS AND JOIST GIRDERS:**

- Review bar joist and joist girder depth, spacing, and condition.
- Review connections between structural members.
- Review bearing length and conditions.
- Verify installation of bridging per SJI requirements.

**ROOF DECK AND COMPOSITE DECK SYSTEMS:**

- Metal deck gage, profile, sidelap fasteners, condition, and attachments to steel framing.
- Steel stud locations and attachments to steel framing.
- Reinforcing steel size and placement.
- Observe concrete placement for duration required by the Special Inspection Plan.

The work of the Special Inspector requires involvement of the Structural Engineer of Record (SEOR) during construction of the new facility. The SEOR's primary involvement, as it relates to NOVA's Threshold services, is to review structural shop drawings, respond to structural RFIs, and provide acceptance or remedial requirements for portions of the contractor's work that deviate from the permitted structural documents. The "Fee Owner" is requested to contract with the SEOR (or Prime Professional under which the SEOR provides services as a consultant) for performance of these, and other required, responsibilities during the General Contractor's execution of the structural work.

NOVA will provide qualified and experienced Special Inspection Authorized Representatives to perform observations of the structural components of the building structure as outlined in the Threshold Inspection Plan prepared by the Structural Engineer of Record. If NOVA is engaged for these services, the observations will be performed under the supervision of NOVA's licensed Florida Special Inspector, named herein as Mr. Michael D. Reed, P.E., S.I. In addition to periodic site visits by Mr. Reed, experienced and qualified Special Inspection Authorized Representatives will be assigned tasks as scheduled by our client and/or the contractor's representative. Please note, we request that 24-hour notice be provided when scheduling our services so that we may efficiently coordinate our staff.

Please be advised that once NOVA Engineering and Environmental representatives have reviewed and reported on a portion of the structure, our inspection responsibility for that area is considered complete. Subsequent work involving cuts, cores, drilling or removal of any part

of the previously accepted portion of the structure is the responsibility of the General Contractor to control and report to NOVA and the Structural Engineer of Record. NOVA is not responsible for monitoring/reporting nor for any damage resulting from subsequent activities by any party in those areas that were previously inspected and considered to be complete.

### **PROPOSED CONSTRUCTION MATERIALS TESTING PROGRAM**

The proposed testing program will be provided in accordance with the project understanding described on Pages 1 and 2 of this proposal. NOVA proposes to provide field and laboratory testing, project management, and consulting services as specifically scheduled and directed by our client and/or their designated representatives. A detailed breakdown of the proposed scope of services anticipated to be provided is included herein. The testing services requested will generally comply with current ASTM and AASHTO standards, local codes, and contract documents.

#### **SHALLOW FOUNDATIONS:**

- Perform footing bearing subgrade evaluations and/or field density and moisture content tests to the footings at the schedule and frequency specified by the Client, for any conventional shallow foundation systems.

#### **CONCRETE/MASONRY SAMPLING & TESTING:**

- Sample and test plastic concrete and mold compressive strength specimens for structural concrete. Testing of the plastic materials includes measurements of its slump, air content, and temperature, as applicable. Frequency of sampling/testing will be conducted at the schedule and frequency specified by the client
- Secure and transport initial field cured samples to our local (Panama City Beach based) laboratory where they will be stripped, logged, prepped and final cured.
- Perform laboratory compressive strength tests on cured specimens.

#### **STRUCTURAL STEEL BOLTED AND WELDED CONNECTIONS:**

- Periodically perform field observations on high strength bolting to confirm that size, type, location, and tightening requirements have been met according to AISC and ASTM standards listed in the contract documents.
- Periodically perform field observations of materials identification markings for structural steel for compliance with design and ASTM standard.
- Periodically perform field observations of steel erection and inspect welded connections to confirm they comply with contract documents.

#### **FIREPROOFING INSPECTIONS:**

- Mobilize to the project site to inspect Sprayed Fire Resistive Material (SFRM) at the schedule and frequency of the client.
- Inspections to be performed per 2020 Florida Building Code 704.13 Sprayed fire-resistant materials (704.13.1 through 704.13.5 ).
- Submittal and document review prior to Inspection.
- Final report review and distribution per inspection.

**FLOOR FLATNESS AND LEVELNESS:**

- Mobilize to the project site as scheduled and directed by the client.
- Perform Floor Flatness and Levelness surveys in accordance with ASTM E1155.
- Submittal and document review prior to inspection.
- Final report review and distribution per inspection.

**COORDINATION**

Experienced Engineering Technician and Engineering personnel will be assigned tasks as scheduled by our client and/or the trade contractor's representative. Please note, we request that 24–48-hour notice be provided when scheduling our services so that we may efficiently coordinate our staff.

**REPORTING**

Field reports and field test results will be provided periodically to on-site personnel identified by Northwest Florida Beaches International Airport's designated representative. Laboratory test results will be typed and submitted weekly, along with copies of the daily field reports via electronic mail or other digital repository format. Reports will be electronically submitted to all parties indicated by our client or their designated representative.

Our work does not include supervision or direction of the actual work of any Contractors, their employees or agents. Neither the activities of NOVA, nor the presence of our employees and consultants at the project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequencing, techniques, or procedures necessary for performing, supervising, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any and all regulatory agencies.

NOVA personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. CLIENT agrees that the Contractor is solely responsible for job-site safety. Additionally, NOVA will not be responsible for the safety of non-NOVA personnel.

**ADDITIONAL SERVICES**

Additional services required or requested, including but not limited to roofing inspections, concrete slab moisture vapor transmission testing, veneer inspections, waterproofing testing and inspections and statistical analysis of concrete test data, that are not included in this proposal can be provided by NOVA and we would be pleased to offer them for this project under separate contract, if requested.

## LIMITATIONS

We note that the Threshold Inspection Plan provided by the Structural Engineer of Record for this project currently contains more stringent requirements pertaining to the authorized Special Inspector than are typically considered acceptable by the State of Florida.

As stated previously in this proposal, NOVA intends to use the Threshold Inspector that meets one or more of the State of Florida criteria listed in Florida Administrative Code 61G15-35.004. For this reason, NOVA believes that the Special Inspection Plan is more restrictive than required and would result in significantly more expense to Northwest Florida Beaches International Airport for these services than is necessary. **This proposal for services is contingent upon the Structural Engineer of Record revising their Special Inspection Plan to allow use of the Threshold Inspector that meets one or more of the Florida Administrative Code 61G15-35.004 criteria.**

NOVA recommends that North Florida Beaches International Airport requests such a change. If this aspect is not changed, NOVA will be obligated to withdraw this proposal for Florida Threshold related services.

## COMPENSATION

Based upon a brief review of the provided limited project information and our recent experience with many similar projects in this general area, NOVA is providing a **suggested budget** amount of **\$131,825** for **Special (Threshold) Inspections** and **\$127,240** for **Construction Materials Testing**. **Please note that we will only charge for the quantity of services requested and performed listed above.** The final cost for our services is dependent upon the actual work schedule as it occurs, the quantity of materials observed, and overall sequencing and duration of construction by the trade subcontractors. Therefore, it is not possible to develop a cost estimate that is 100% accurate.

**Please note that the budgets provided above do not include any costs for standby time, reinspection, or resolution of deficiencies. These costs will be tracked such that you may back charge the General and/or Trade Contractors for fees that are the result of scheduling and workmanship issues that are out of NOVA's and the Fee Owner's control.**

All services will be governed by NOVA's General Terms and Conditions attached herewith. If this proposal is acceptable, we request that a copy of the attached Professional Services Agreement be signed and returned to us as formal authorization to provide the services noted.

We look forward to your positive response. If you have any questions, or if we may be of further assistance, please let us know. We look forward to working with you on this project.

Sincerely,

**NOVA ENGINEERING AND ENVIRONMENTAL LLC**



Daniel T. McGimsey, P.G.  
Project Manager



Marc D. Johnston, P.E.  
Principal



Mike D. Reed, P.E., S.I.  
Florida Threshold Building Inspector

Attachments:      Professional Services Agreement  
                             NOVA's Schedule of Fees  
                             General Terms and Conditions





## PROFESSIONAL SERVICES AGREEMENT

<b>Date:</b> June 19, 2025	<b>Proposal Number:</b> 10111-1025116
<b>PROJECT NAME AND ADDRESS:</b>  NORTH TERMINAL EXPANSION – TI & CMT 6300 West Bay Parkway Panama City, Bay County, Florida 32409	<b>CLIENT NAME AND ADDRESS:</b>  NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT 6300 West Bay Parkway Panama City, Florida 32409 c/o Cardella Construction  Attn: Mr. Richard Chatellier Email: <a href="mailto:RCHATELLIER@CARDELLACO.COM">RCHATELLIER@CARDELLACO.COM</a> Phone: (954) 593-1235
<b>Florida Special (Threshold) Inspection &amp; Construction Materials Testing Services</b> (Provide part-time, on-call and continuous Florida Special (Threshold) Inspection services as scheduled and directed by Owner's representative and/or contractor personnel.).	
<b><u>Accepted</u></b>	
Suggested Budget for Special (Threshold) Inspection Services..... <b><u>\$131,825</u></b> <input type="checkbox"/>	
Suggested Budget for Construction Materials Testing Services..... <b><u>\$127,2400</u></b> <input type="checkbox"/>	

All services will be provided in accordance with the NOVA's General Terms & Conditions. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to [dmcgimsey@usanova.com](mailto:dmcgimsey@usanova.com) or fax to (850) 249-6683.

<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

## CONSTRUCTION MATERIALS TESTING, INSPECTION & ENGINEERING 2025 SCHEDULE OFFEES

### I. ENGINEER, CODE PROFESSIONAL AND TECHNICIAN SERVICES:

- A. Staff Engineer, Geologist, Code Professional, Forensic Field Representative or Senior Engineering Aide for foundation and subgrade soil or other field inspections, per hour..... \$ 130.00
- B. Plan Review, Project Engineer or Project Manager for project management, and review of soil, concrete, roofing, structural steel, fireproofing, reinforcing steel, masonry and other construction materials data, per hour..... \$ 140.00
- C. Principal Project Manager/Engineer or P.E., for interpretation, consultation and supervision of Project Engineer, (if needed), per hour..... \$ 275.00
- D. Field Engineering Technician for soil, aggregate, asphalt placement, monitoring and testing, reinforcing steel, post tension tendon placement observation activities, concrete, mortar, grout placement monitoring, sampling and testing per hour..... \$ 85.00
- E. Certified Welding Inspector for visual weld and bolt torque testing of structural steel and precast connections, per hour..... \$ 115.00
- F. Level II ASNT Inspector for non-destructive evaluation of structural steel weldments by magnetic particle, dye penetrant or ultrasonic methods, per hour..... \$ 150.00
- G. Roofing /Envelope Inspector for monitoring installation procedures of typical roof /envelope system applications, per hour..... \$ 150.00

### II. LABORATORY SERVICES:

#### I. Concrete/Aggregate/Mortar:

- 1. Concrete cylinder curing, preparation and compressive strength testing (4" x 8" and smaller), each..... \$ 25.00
- 2. Concrete cylinder curing, preparation and compressive strength testing (6" x 12"), each..... \$ 40.00
- 3. Grout prism curing, preparation and compressive strength testing, each..... \$ 25.00
- 4. Mortar cube curing, preparation and compressive strength testing, each..... \$ 25.00
- 5. Concrete Beam curing, preparation and compressive strength testing, each..... \$ 100.00
- 6. Concrete core curing, preparation and compressive strength testing, each..... \$ 50.00
- 7. Concrete mix design verification, standard, each..... \$ 350.00
- 8. Fine Aggregate Sieve Analysis, each..... \$ 125.00
- 9. Coarse Aggregate Sieve Analysis, each..... \$ 125.00
- 10. Aggregate Specific Gravity..... \$ 125.00



## SCOPE OF WORK AND SCHEDULE OF FEES (CONT'D)

### J. Soils:

1. Moisture Content, each.....	\$ 30.00
2. Atterberg Limits, each.....	\$ 90.00
3. Wash 200, each.....	\$ 80.00
4. Wash 200 and Hydrometer Analysis.....	\$ 225.00
5. Specific Gravity, each.....	\$ 125.00
6. Organic Content, each.....	\$ 80.00
7. Standard Proctor, each.....	\$ 175.00
8. Modified Proctor, each.....	\$ 200.00
9. Limerock or California Bearing Ratio (LBR or CBR) .....	\$ 450.00
10. Resistivity, Chloride/Sulfate & pH (Corrosion Series).....	\$ 425.00
11. Remolded Falling Head Permeability Test includes UW & W200, each .....	\$ 350.00

### K. Asphalt:

1. Extraction/Gradation Test, each.....	\$ 250.00
2. Marshall Stability, and density, each.....	\$ 250.00
3. Maximum Specific Gravity (Rice) Testing, each .....	\$ 250.00
4. Core Thickness and Density, each.....	\$ 100.00
5. Asphalt coring, per core* .....	\$ 100.00*

\* Minimum charge per visit of 750.00

## III. MISCELLANEOUS SERVICES

A. Transportation, per mile/trip.....	<b><u>NO CHARGE</u></b>
B. Personnel Per Diem, per person per day .....	\$ 275.00
C. GPR Operator and Equipment, per hour (4-hour minimum) .....	\$ 250.00
D. Clerical/Drafting, per hour .....	\$ 90.00
E. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 20%.	

### Notes:

- Hourly rates are portal-to-portal. **NO** overtime premium will be charged for services provided outside normal business hours.
- A three-hour minimum charge is applicable on all field services.
- Other services and tests are available upon request.
- These rates are effective for 12 months.
- If "Threshold Inspection" or "Special Inspection" services as outlined in Chapter 17 of the International Building Code or Florida Building Code are desired to satisfy the design/development team and/or meet local building code requirements our staff is familiar with the Codes and **QUALIFIED** to provide such.

**Special Inspector Representatives are invoiced at a rate of \$100/hour.**

**Special (Threshold) Inspector is invoiced at a rate of \$195/hour.**

North Florida / South Georgia Operations  
 ◇ Pensacola ◇ Panama City Beach ◇ Tallahassee ◇  
[www.usanova.com](http://www.usanova.com)

# **NOVA Engineering and Environmental LLC**

## **GENERAL TERMS AND CONDITIONS**

### **1. SCOPE OF WORK**

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

### **2. RIGHT OF ENTRY**

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

### **3. INVOICES**

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

### **4. SAFETY**

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

### **5. STANDARD OF CARE**

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

### **6. INSURANCE & GENERAL LIABILITY**

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

**7. DISPUTES**

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**8. DELAYS IN WORK**

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

**9. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

**10. ASSIGNS**

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

**11. OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

**12. FAILURE TO FOLLOW RECOMMENDATIONS**

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

**13. LIMITATION OF LIABILITY**

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

**14. INDEMNIFICATION**

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'



**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

**15. HAZARDOUS MATERIALS**

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

**16. SAMPLE DISPOSAL**

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

**17. AQUIFER CONTAMINATION**

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

**18. DEFINITIONS**

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

**AGREEMENT:** means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

**CERTIFY, CERTIFICATION:** NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

Rev. 10-2016 - Florida

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

**ESTIMATE:** An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

**INSPECT, INSPECTION:** The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

**19. LIMITATION OF LIABILITY**

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

**TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.**

**20. MISCELLANEOUS**

**AMENDMENT:** This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

**WAIVERS:** The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

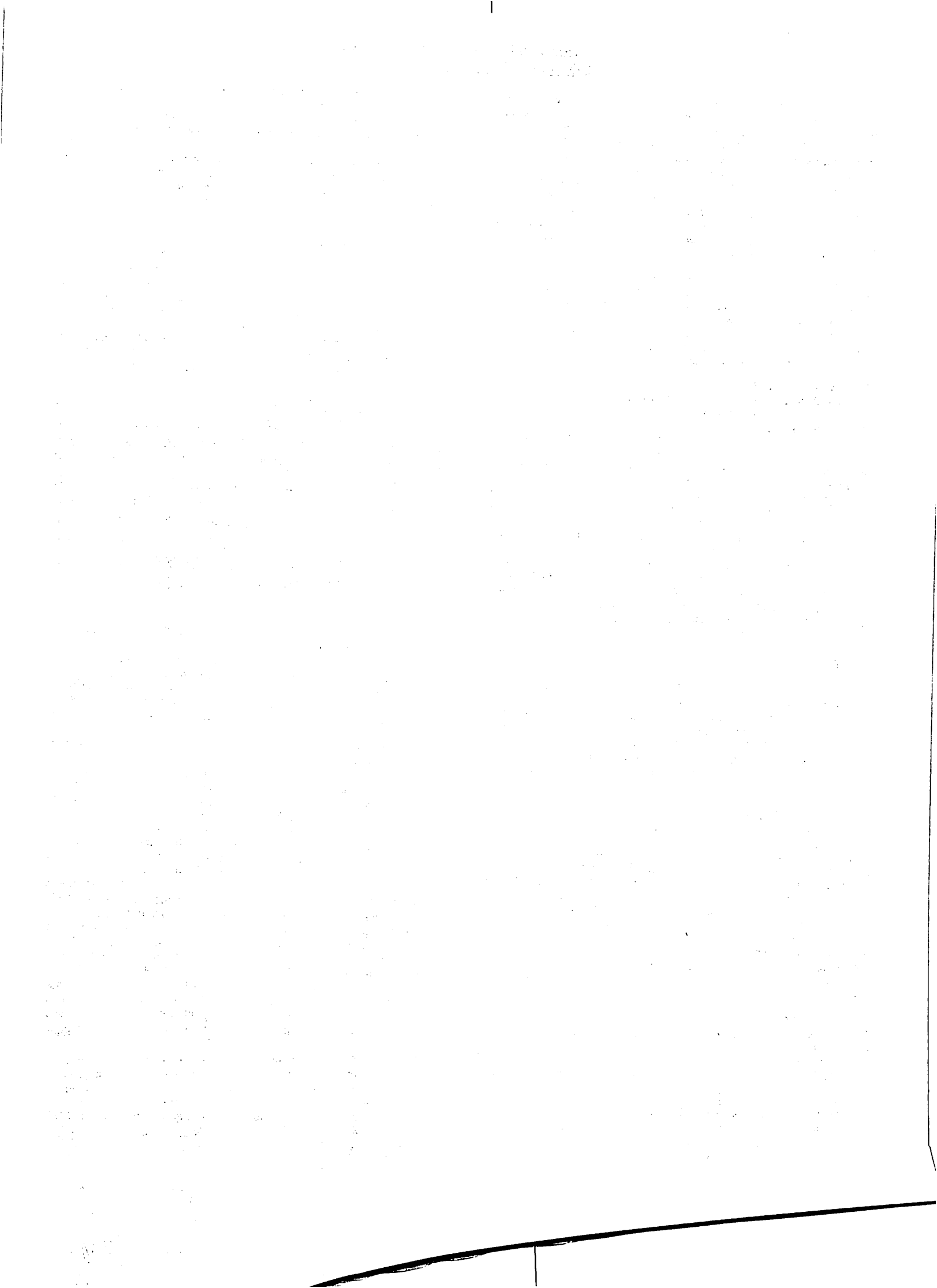
**SEVERABILITY:** If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

**INTEGRATION:** This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

**SOVEREIGN IMMUNITY:** In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

**NOVA Employees:** Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.







CHANGES INTERNATIONAL AND OF

## 23B-10

ECP Terminal Expansion RPR/CA

22-Aug-25

ORDER

DESCRIPTION DATE

[illegible]



## EXHIBIT 3 COMPENSATION

April 14, 2025 (AVCON)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
Principal/QC Reviewer	\$311.47
Program Manager/Principal	\$250.00 (Amendment No. 4)
Airport Planning Manager	\$233.23
Sr Project Manager	\$219.68
Sr Engineering Manager - Civil	\$219.68
Sr Engineering Manager - MEP	\$218.18
Sr Engineering Manager - Structural	\$218.18
Sr Engineering Manager - Transportation	\$218.18
Project Manager	\$203.13
Airfield Lighting Design Manager	\$188.09
Senior Professional Engineer - MEP	\$173.04
Senior Professional Engineer - Structural	\$173.04
Professional Engineer - Civil	\$168.52
Professional Engineer - MEP	\$146.71
Professional Engineer - Transportation	\$145.95
Project Engineer	\$136.93
Engineer 3	\$120.37
Engineer 2	\$108.34
Engineer 1	\$101.57
Sr. Construction/Project Manager	\$255.00 (Amendment No. 1)
Sr. Construction Manager/Owners Rep	\$215.00 (Amendment No. 1)
Specialty Inspector/Construction Manager	\$195.00 (Amendment No. 4)
Construction Manager	\$162.51
Construction Inspector	\$142.94
Senior Airport Planner	\$201.85
Airport Planner	\$136.93
Project Analyst	\$115.00 (Amendment No. 1)
Planner	\$90.28
Senior CAD Designer	\$127.90
Senior CAD Technician	\$118.12
CAD Designer	\$106.83
Graphic Designer	\$101.57
CAD Technician	\$82.76





### EXHIBIT 3 (CONT.) COMPENSATION

Date: April 14, 2025 (FCG Rates)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
Principal	\$285.00
Associate Principal	\$225.00
Sr. Project Architect – A	\$225.00
Sr. Project Manager – A	\$200.00
Project Architect	\$175.00
Architect Staff	\$150.00
Construction Administrator	\$225.00
Interior Designer	\$125.00
Administration	\$115.00
Principal III	\$275.00
Principal II	\$250.00
Principal I	\$225.00
Associate Principal II	\$200.00
Associate Principal I	\$150.00
Design Staff V	\$150.00
Design Staff IV-A	\$150.00
Design Staff IV	\$135.00
Design Staff III-A	\$135.00
Design Staff III	\$125.00
Design Staff II-A	\$125.00
Design Staff II	\$110.00
Design Staff I-A	\$110.00
Design Staff I	\$ 95.00
Construction Administrator III	\$150.00
Construction Administrator II	\$135.00
Construction Administrator I	\$125.00
Administration V	\$150.00
Administration IV	\$135.00
Administration III	\$120.00
Administration II	\$100.00
Administration I	\$ 75.00

*Subconsultants to FCG shall be billed at actual expenses incurred.*





### EXHIBIT 3 (CONT.) COMPENSATION

Date: April 14, 2025 (UES Rates)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
QC Manager (FDOT Certified)	\$100.00
Drilled Shaft Inspector (FDOT Certified)	Quoted per Project
Threshold Engineer	\$175.00
Threshold Delegate/Special Inspector	\$100.00
Certified Welding Inspector (CWI)	\$140.00
Structural Steel Inspection (Visual)	\$100.00
Bolt Torque Inspection (Minimum 4 hrs. per trip)	\$100.00
Fireproof Inspection (Thickness and Adhesion/Cohesion Testing)	\$100.00
Storm Water Pollution Prevention Plan (SWPPP) Services	\$225.00
Principal Engineer, P.E.	\$200.00
Professional Engineer, P.E.	\$150.00
Project Engineer	\$125.00
Staff Engineer/Project Manager \$100.00/hour	\$100.00
Senior Engineering Technician \$90.00/hour	\$90.00
Engineering Technician \$68.00/hour	\$70.00
CAD Drafting Technician \$75.00/hour	\$75.00
Report Processing (Clerical) \$60.00/hour	\$60.00
Rates for specific testing shall be quoted per project as required by the specific project needs.	

Date: April 14, 2025 (Poole Engineering & Surveying, Inc.)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
Rates for services shall be quoted per project as required by specific project needs.	

Date: April 14, 2025 (Icarus Ecological)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
Rates for services shall be quoted per project as required by specific project needs.	

Date: April 14, 2025 (Ecological Resource Consultants, Inc.)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
Rates for services shall be quoted per project as required by specific project needs.	

Date: April 14, 2025 (Taffy Pippin Consulting, LLC)

CONSULTANT JOB CLASSIFICATION	LOADED LABOR RATE
Rates for services shall be quoted per project as required by specific project needs.	







# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
9/3/2025

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

NAIC NO: 10172

PRODUCER NAME, CONTACT PERSON AND ADDRESS  
Alliant Insurance Services, Inc.  
1817 Crane Ridge Dr Ste 300  
Jackson, MS 39216  
PHONE (A/C, No, Ext): 601-709-4613  
License#: 0C36861

COMPANY NAME AND ADDRESS  
Westchester Surplus Lines  
Insurance Company

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

FAX (A/C, No): 601-709-4615  
E-MAIL ADDRESS: jwhite@alliant.com  
SUB CODE:

CODE:  
AGENCY CUSTOMER ID #:  
NAMED INSURED AND ADDRESS  
Cardella Construction Company, LLC  
4337 Seagrape Drive  
Lauderdaleby the Sea, FL 33308

POLICY TYPE

Builders Risk

LOAN NUMBER

POLICY NUMBER

WSU98761511

EFFECTIVE DATE

09/05/2025

EXPIRATION DATE

03/05/2027

CONTINUED UNTIL  
TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

ADDITIONAL NAMED INSURED(S)  
**PROPERTY INFORMATION** (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY  
LOCATION / DESCRIPTION  
North Terminal Expansion Program at Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Panama City, Florida 32409 GMP 1

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL DED: \$100,000

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$38,831,695

	YES	NO	N/A		Actual Loss Sustained; # of months:
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE					
BLANKET COVERAGE			X	If YES, LIMIT:	
TERRORISM COVERAGE			X	If YES, indicate value(s) reported on property identified above: \$	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X			Attach Disclosure Notice / DEC	
IS DOMESTIC TERRORISM EXCLUDED?	X			If YES, LIMIT: 500,000	DED: 100,000
LIMITED FUNGUS COVERAGE		X			
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X				
REPLACEMENT COST	X				
AGREED VALUE		X		If YES, %	DED:
COINSURANCE		X		If YES, LIMIT:	DED: \$100,000
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: 38,831,695	DED: 25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: 38,831,695	DED: 25,000
- Demolition Costs	X			If YES, LIMIT: 38,831,695	DED: 25,000
- Incr. Cost of Construction	X			If YES, LIMIT: 10,000,000	DED: 2% 500,000 Min
EARTH MOVEMENT (If Applicable)			X	If YES, LIMIT: 1,000,000	DED: 5%/500,000 Min
FLOOD (If Applicable)			X	If YES, LIMIT: 38,831,695	DED: \$100,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	X			If YES, LIMIT: 38,831,695	DED: 5%/500,000 Min
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	X				
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE	X Additional Insured		
NAME AND ADDRESS			
Panama City-BayCounty Airport and Industrial District 6300 West Bay Parkway Panama City, FL 32409 United States			
			AUTHORIZED REPRESENTATIVE

ACORD 28 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 2003-2015 ACORD CORPORATION

William G. Porter

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some faint smudges and discoloration, characteristic of old paper. A dark, curved line, possibly a binding edge or a shadow, runs along the bottom edge of the page.



**LOC #:** \_\_\_\_\_



Page 1 of 1

nt Insurance Services, Inc.

Y NUMBER  
3783567

**ER**  
**merican Zurich Insurance Company**

NAIC CODE  
40142

**NAMED INSURED**  
Cardella Construction Company, LLC  
4337 Seagrape Drive  
Lauderdaleby the Sea, FL 33308

**EFFECTIVE DATE: 09/05/2025**

**ADDITIONAL REMARKS**

ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACRD FORM,  
M NUMBER: 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

**ARKS:**

days prior written notice of cancellation is included in favor of the certificate holder