

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

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

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

**Contact Title:** Terminal Parking Expansions Project

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

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

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

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

This construction contract (hereinafter the “Contract”) is effective as of the 31 day of **October, 2022** between Owner and the above named Contractor who hereby agree that all Work specified below shall be performed by the Contractor in accordance with all provisions of this Contract, consisting of the following Project Documents:

1. Contract Form of Agreement, along with all addenda issued prior to execution of this Contract and modifications issued after execution of this Contract, including but not limited to duly issued Change Notices/Orders (as such term is defined in the General Conditions) and Amendments.
2. Exhibit “A” – Bid Proposal dated October 13, 2022 General Conditions, Special Conditions
3. Exhibit “B” – Scope of Work
4. Exhibit “C” – Drawings and Technical Specifications

Contractor shall commence the Work within ten (10) calendar days after the Notice to Proceed is issued by the Owner, which shall be issued within one hundred twenty (120) calendar days (or such longer period of time the Owner and Contractor may mutually agree to in writing) of the execution of this Contract, Owner shall issue a Notice to Proceed to Contractor.

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

1. The Performance Bond has been delivered and is acceptable to the Owner,
2. The Payment Bond has been delivered and is acceptable to the Owner,
3. The Insurance Certificate has been delivered and is acceptable to the Owner,
4. A Project Schedule for the Work has been delivered and is acceptable to the Owner, and
5. A Schedule of Values for the Work has been delivered and is acceptable to the Owner.

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

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

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

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

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

**Payment Procedures**

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

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

The amount authorized for payment will be made to the Contractor by the Owner in accordance with Florida Statutes §218.735. Retained amounts shall be released to the

Contractor in accordance with Florida Statutes §218.735 following final acceptance of the Work by the Owner or its representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OWNER**

Panama City – Bay County Airport  
and Industrial District

By:

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**CONTRACTOR**

Whitesell-Green, Inc.

By:

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

# EXHIBIT A

(General Conditions and Special Conditions provided with Project Manual)

Northwest Florida Beaches International Airport  
 Bid Proposal

Terminal Parking Expansions  
 ZHA - AVCON, INC

## ADDENDUM NO. 2

## BID SCHEDULE - UNIT PRICES

BIDDER: Whitesell-Green, Inc.

DATE: October 13, 2022

AIRPORT NAME:

Northwest Florida Beaches International Airport

PROJECT DESCRIPTION:

Terminal Parking Expansions

**BID SCHEDULE**

## Base Bid Schedule

Bid Item No.	Pay Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
LONG-TERM AND EMPLOYEE PARKING EXPANSION						
1	101-1	Mobilization – Base Bid	LS	1	411,655.82	\$411,655.82
2	102-1	Maintenance of Traffic – Base Bid	LS	1	20,000	\$20,000.00
3	104-1	Prevention, Control, and Abatement of Erosion and Water Pollution – Base Bid	LS	1	18,000	\$18,000.00
4	110-1	Stripping and Stockpiling	AC	2	6,000	\$12,000.00
5	110-2	Miscellaneous Demolition – Base Bid	LS	1	70,000	\$70,000.00
6	120-1	Unclassified Excavation and Embankment – Cut	CY	275	10.00	\$2,750.00

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Bid Item No.	Pay Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
7	120-2	Unclassified Excavation and Embankment ~ Fill	CY	7,000	25.75	\$180,250 -
8	160-1	12" Stabilized Subbase (LBR 40)	SY	6,010	3.90	\$23,439 -
9	285-1	6" Limerock Base Course (LBR 100)	SY	5,720	17.50	\$100,100 -
10	334-1	2.5" Superpave Asphaltic Concrete	TON	750	185.00	\$138,750 -
11	425-1	FDOT Type 4 Curb Inlet	EA	3	9,900	\$29,700 -
12	425-2	FDOT Type 6 (RH) Curb Inlet	EA	1	9,900	\$9,900 -
13	425-3	FDOT Type 'P' Alt A Manhole w/ Solid Top	EA	1	4,000	\$4,000 -
14	425-4	36" MES	EA	1	6,500	\$6,500 -
15	425-5	FDOT Type 'F' DBI	EA	2	6,000	\$12,000 -
16	425-6	FDOT Type 'F' DBI w/ 4'x4' (inner width) Type 'J' Alt B Bottom	EA	3	9,000	\$27,000 -
17	425-7	Existing Manhole Modifications	EA	3	6,000	\$18,000 -
18	430-1	30" ADS, N-12 Pipe	LF	470	86.00	\$40,420 -

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19	430-2	36" ADS, N-12 Pipe	LF	425	101.00	\$42,925-
20	520-1	F-Curb	LF	2,175	32.00	\$69,600-
21	522-1	Concrete Sidewalk (6")	SY	110	60.00	\$6,600 -
22	546-1	Permanent Raised Rumble Strips - Set	EA	5	4200	\$21,000 -
23	570-1	Sodding	SY	4,350	5.85	\$25,447.50
24	700-1	Signage - Base Bid	LS	1	20,000	\$20,000 -
25	710-1	Pavement Markings	SF	1,500	4.80	\$7,200 -
26	711-1	Thermoplastic Markings (within Right-of-Way)	LS	1	4,000	\$4,000 -
27	LIGHT-1	Site Lighting - Complete	LS	1	104,480	\$104,480
CELL PHONE LOT EXPANSION						
28	110-1	Stripping and Stockpiling	AC	1	6,500	\$6,500 -
29	110-3	Miscellaneous Demolition - Cell Phone Lot	LS	1	15,000	\$15,000 -
30	120-1	Unclassified Excavation and Embankment - Cut	CY	50	5.00	\$250 -
31	120-2	Unclassified Excavation and Embankment - Fill	CY	200	40.00	\$8,000 -



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32	160-1	12" Stabilized Subbase (LBR 40)	SY	1,260	5.50	\$6,930 -
33	285-2	8" Limerock Base Course (LBR 100)	SY	1,200	23.00	\$27,600 -
34	334-2	2" Superpave Asphaltic Concrete	TON	130	200	\$26,000 -
35	425-8	FDOT Type 'C' DBI	EA	3	2,800	\$8,400 -
36	430-3	18" RCP	LF	130	75.00	\$9,750 -
37	520-1	F-Curb	LF	510	32.00	\$16,320 -
38	570-1	Sodding	SY	400	5.85	\$2,340 -
39	700-2	Signage - Cell Phone Lot	LS	1	1,500	\$1,500 -
40	710-1	Pavement Markings	SF	600	10.50	\$6,300 -

For all work required to perform the work in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid Amount of:

TOTAL BASE BID AMOUNT (in words):

One Million, Five Hundred Sixty Thousand, six hundred & Seven  
Thirty-Two Dollars and cents

\$1,560,607.32  
amount in numbers

Note: Total Base Bid Amount shall equal the total amount for Bid Items No. 1 through 40.

Northwest Florida Beaches International Airport  
Bid Proposal

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**Bid Additive Alternate No. 1 Schedule**

Bid Item No.	Pay Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
41	101-2	Mobilization – Add. Alt. No. 1	LS	1	226,467.02	\$226,467.02
42	102-2	Maintenance of Traffic – Add. Alt. No. 1	LS	1	5,000	\$5,000 -
43	104-2	Prevention, Control, and Abatement of Erosion and Water Pollution – Add. Alt. No. 1	LS	1	20,000	\$20,000 -
44	110-1	Stripping and Stockpiling	AC	1	10,000	\$10,000 -
45	110-4	Miscellaneous Demolition – Add. Alt. No. 1	LS	1	12,000	\$12,000 -
46	120-1	Unclassified Excavation and Embankment – Cut	CY	6,400	7.75	\$49,600-
47	120-2	Unclassified Excavation and Embankment – Fill	CY	6,750	25.75	\$173,812.50
48	160-1	12" Stabilized Subbase (LBR 40)	SY	13,350	4.00	\$53,400-
49	285-1	6" Limerock Base Course (LBR 100)	SY	12,880	17.50	\$225,400
50	334-2	2" Superpave Asphaltic Concrete	TON	1,350	185	\$249,750

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51	334-2	Existing Manhole Modifications	EA	1	3,000	\$3,000 -
52	425-8	FDOT Type 'C' DBI	EA	13	4,205	\$54,600
53	425-9	FDOT Type 'P' Top (Solid Grate) w/ 3'-6" x 10'-0" (inner width) Type 'J' Alt B Bottom	EA	3	18,500	\$55,500
54	425-10	24" MES	EA	1	2,500	\$2,500 -
55	430-4	18" ADS, N-12 Pipe	LF	390	46.00	\$17,940 -
56	430-5	24" ADS, N-12 Pipe	LF	1,040	55.50	\$57,720
57	430-6	36" RCP	LF	1,725	205	\$353,625
58	520-1	F-Curb	LF	3,650	30	\$109,500-
59	522-1	Concrete Sidewalk (6")	SY	680	70	\$47,600
60	570-1	Sodding	SY	8,750	5.85	\$51,187.50
61	700-3	Signage - Add. Alt. No. 1	LS	1	400	\$400 -
62	710-1	Pavement Markings	SF	3,300	4.25	\$14,025-
63	ACCESS-1	Site Access Control - Complete	LS	1	10,000	\$10,000 -

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Bid ProposalTerminal Parking Expansions  
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64	LIGHT-2	Site Lighting - Complete	LS	1	176,955	\$176,955
65	WH-1	Wheel Stops	EA	130	75.00	\$9,750-

For all work required to perform the work in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Bid Alternate No. 1 Amount of:

TOTAL BID ADDITIVE ALTERNATE NO. 1 AMOUNT (in words):

One Million, Nine Hundred Eighty Nine Thousand, Seven Hundred <sup>Thirty Two</sup> Dollars and <sup>Two</sup> cents

\$1,989,732.02  
amount in numbers

Note: Total Base Bid Amount shall equal the total amount for Bid Items No. 41 through 65.

## Bid Additive Alternate No. 2 Schedule

Bid Item No.	Pay Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
66	101-3	Mobilization - Add. Alt. No. 2	LS	1	60,491.65	\$60,491.65
67	102-3	Maintenance of Traffic - Add. Alt. No. 2	LS	1	5,000	\$5,000 -
68	104-3	Prevention, Control, and Abatement of Erosion and Water Pollution - Add. Alt. No. 2	LS	1	15,000	\$15,000-
69	110-1	Stripping and Stockpiling	AC	1.5	6,000	\$9,000 -
70	110-5	Miscellaneous Demolition - Add. Alt. No. 2	LS	1	12,000	\$12,000 -

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71	120-2	Unclassified Excavation and Embankment - Fill	CY	6,900	25.75	\$177,675
72	425-7	Exiting Manhole Modifications	EA	1	3,500	\$3,500 -
73	425-9	FDOT Type 'P' Top (Solid Grate) w/ 3'-6" x 10'-0" (inner width) Type 'J' Alt B Bottom	EA	3	18,500	\$55,500
74	430-2	36" ADS, N-12 Pipe	LF	1,725	99.90	\$172,327.50
75	570-1	Sodding	SY	6,660	5.85	\$38,610

For all work required to perform the work in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Bid Alternate No. 2 Amount of:

TOTAL BID ADDITIVE ALTERNATE NO. 2 AMOUNT (in words):

Five Hundred Forty Nine Thousand, One Hundred & Four \_\_\_\_\_ Dollars and  
Fifteen \_\_\_\_\_ cents

\$549,104.15  
amount in numbers

Note: Total Base Bid Amount shall equal the total amount for Bid Items No. 66 through 75.

Bid Additive Alternate No. 3 Schedule

Bid Item No.	Pay Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
76	101-4	Mobilization - Add. Alt. No. 3	LS	1	27,569.01	\$27,569.01
77	102-4	Maintenance of Traffic - Add. Alt. No. 3	LS	1	3,000	\$3,000 -
78	104-4	Prevention, Control, and Abatement of Erosion and Water Pollution - Add. Alt. No. 3	LS	1	2,000	\$2,000 -

Northwest Florida Beaches International Airport  
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Terminal Parking Expansions  
ZHA - AVCON, INC

79	110-1	Stripping and Stockpiling	AC	0.25	8,000	\$2,000 -
80	110-6	Miscellaneous Demolition – Add. Alt. No. 3	LS	1	3,000	\$3,000 -
81	120-1	Unclassified Excavation and Embankment – Cut	CY	10	50.00	\$500 -
82	120-2	Unclassified Excavation and Embankment – Fill	CY	190	25.75	\$4892.50
83	160-1	12" Stabilized Subbase (LBR 40)	SY	230	7.00	\$1,610 -
84	285-1	6" Limerock Base Course (LBR 100)	SY	210	30.00	\$6,300 -
85	334-2	2" Superpave Asphaltic Concrete	TON	25	250	\$6,250 -
86	520-1	F-Curb	LF	275	35.00	\$9,625 -
87	570-1	Sodding	SY	1,000	6.75	\$6,750 -
88	700-3	Signage – Add. Alt. No. 3	LS	1	400	\$400 -
89	710-1	Pavement Markings	SF	28	32.00	\$896 -
90	ACCESS-1	Site Access Control – Complete	LS	1	3,000	\$3,000 -
91	LIGHT-2	Site Lighting – Complete	LS	1	176,955	\$176,955 -

Northwest Florida Beaches International Airport  
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For all work required to perform the work in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Bid Alternate No. 3 Amount of:

TOTAL BID ADDITIVE ALTERNATE NO. 3 AMOUNT (in words):

Two Hundred Fifty Four Thousand Seven Hundred Forty Seven Dollars and  
Fifty-One cents

\$ 254,747.51  
amount in numbers

Note: Total Base Bid Amount shall equal the total amount for Bid Items No. 76 through 91.

WE HEREBY ACKNOWLEDGE THE FOLLOWING ADDENDUMS: 9-27-2022 ADDENDUM #1  
10-7-2022 ADDENDUM #2

Northwest Florida Beaches International Airport  
Bid Proposal

Terminal Parking Expansions  
ZHA - AVCON, INC

## BID SUMMARY:

(A)	TOTAL BASE BID:	<u>\$ 1,560,607.32</u>
(B)	TOTAL BID ADDITIVE ALTERNATE NO. 1 BID:	<u>\$ 1,989,732.02</u>
(C)	TOTAL BID ADDITIVE ALTERNATE NO. 2 BID:	<u>\$ 549,104.15</u>
(D)	TOTAL BID ADDITIVE ALTERNATE NO. 3 BID:	<u>\$ 254,747.51</u>

\* The Total Bid Amount (E) shall equal the sum of (A) through (D). The Basis of Award shall be based on the lowest total of either the Base Bid or combination of the total of the Base Bid and any or all of the Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding.

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified Insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and Signed at Pensacola, Fl this 13th day of October 2022

Whitesell-Green, Inc.

Name of Bidder



Robert A. Fabbro

Authorized Signature

President

Title

PO Box 2849

Mailing Address

Pensacola FL 32513

City, State, ZIP

59-1307427

(Federal ID No. or SS No.)



**BID BOND**

**CONTRACTOR (Name and Address):**

Whitesell-Green, Inc.

PO Bo 2849

Pensacola, FL 32513-2849

**SURETY (Name and Address of Principal Place of Business):**

Federal Insurance Company

202B Hall's Mill Road

Whitehouse Station, NJ 08889

**OWNER (Name and Address):**

Owner: Panama City – Bay County Airport and Industrial District

Address: 6300 West Bay Parkway

Panama City Beach, FL 32409

**BID:**

BID DUE DATE: October 13, 2022, at 2:00 pm Local Time

PROJECT (Brief Description Including Location): The Work to be performed by Contractor comprises the furnishing of all professional and technical services, labor, equipment, materials, and all other functions and operations including, but not limited to, temporary construction facilities, equipment, safety, materials and supplies and related services, and surveying as necessary and required to accomplish the Terminal Parking Expansions project strictly in accordance with all requirements of the Bid Package and Contract Documents.

Northwest Florida Beaches International Airport, Panama City, Florida

**BOND:**

BOND NUMBER: N/A

DATE: (Not later than Bid Due Date): October 13, 2022

PENAL SUM: Five Percent (5%) of the Amount of the Bid

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do hereby cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR

Whitesell-Green, Inc.

Contractor's Name and Corporate Seal

By: [Signature]

Signature and Title

Witness: Robert A. Fabbro

Attest: [Signature]

Signature and Title

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Elizabeth W. Locklear

SURETY

Federal Insurance Company

(Seal)

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title

Robert Corley McLendon

(Attach Power of Attorney)

WITNESS:  
[Signature]

Signature and Title

Carol A. Cooper, Bond Accts Mgr

Bid Document Forms

- Note:
- (1) Above addresses are to be used for giving required notice.
  - (2) Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1990 Edition)

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Contractor the penal sum set forth on the face of this Bond.
2. Default of Contractor shall occur upon the failure of Contractor to deliver within the time required by the Project Documents the executed Agreement required by the Project Documents and any performance and payment bonds required by the Project Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Contractor's Bid and Contractor delivers within the time required by the Project Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Project Documents and any performance and payment bonds required by the Project Documents and Contract Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a notice of award to Contractor within the time specified in the Project Documents (or any extension thereof agreed to in writing by Contractor and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Contractor and within 30 calendar days after receipt by Contractor and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Contractor, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Contractor and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Contractor and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**CHUBB**

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert Corley McLendon, Michael David Raidt and Edward E. Wonders of Pensacola, Florida

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of January, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 22<sup>nd</sup> day of January, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316883  
Commission Expires July 18, 2024

*Katherine J. Adelaar*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 13th day of October, 2022.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-2492 Fax (908) 903-3656 e-mail: surety@chubb.com



*Northwest Florida Beaches International Airport  
Public Entity Crimes Statement*

*Terminal Parking Expansions  
ZHA Incorporated*

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management or an entity.


6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

  
\_\_\_\_\_  
(Signature) Robert A. Fabbro

\_\_\_\_\_  
October 13, 2022  
(Date)

Northwest Florida Beaches International Airport  
Public Entity Crimes Statement

Terminal Parking Expansions  
ZHA Incorporated

STATE OF Florida COUNTY OF Escambia

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

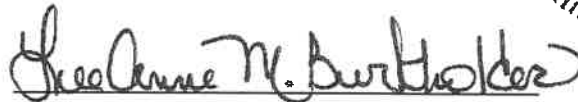
Robert A. Fabbro, President  
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on the  
13th day of October, 2022.

Subscribed and sworn to before me this 13th day of October, 2022.

My Commission Expires:

January 23, 2026

  
Notary Public Lee Anne M. Burkholder



**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.  
  
The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.
7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is 6.30%.
8. **AVAILABLE DBE'S** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.
9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

Exported: 10/3/2022 2:29:12 PM

Subject: Invitation to Bid from Whitesell-Green Inc. for NWF Airport Terminal Parking Expansions Panama City FDOT DBE

Message:



## **WHITESELL-GREEN INC**

Construction Management

is bidding:

**NWF Airport Terminal Parking Expansions Panama City - Panama City , FL**  
The work consists of the addition of spaces to existing long term parking (100 spaces) and employee parking (44 spaces) areas. The Work will include lighting and construction of a crosswalk on W. Bay Parkway. The Work will also include the addition of 30 spaces to the cell lot. Alternates for construction of the overflow parking and/or portions thereof will also be included. The complete overflow lot will include 340 spaces, lighting, and an entry gate with revenue control equipment.

**We are looking for FDOT DBE SUBCONTRACTORS FOR THIS PROJECT!**

10/13/2022 07:00 AM Central

Send your proposals to [bids@whitesell-green.com](mailto:bids@whitesell-green.com)

If you have any questions, please call estimating at 850-434-5311

Plans and Specs can be found here:

ACCEPT

DECLINE

VIEW DRAWINGS

Subcontracting Bidding Requirements:

[BIDDING REQUIREMENTS](#)

Thank you,

**ESTIMATING DEPARTMENT**

WHITESELL-GREEN, INC.

Office: 850-434-5311

Fax: 850-434-5315

[bids@whitesell-green.com](mailto:bids@whitesell-green.com)

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Exported: 10/13/2022 8:21:21 AM

Subject: Project Message from Whitesell-Green Inc. for NWF Airport Terminal Parking Expansions Panama City

Message:



## **WHITESSELL-GREEN INC**

Construction Management

### **PROJECT MESSAGE**

**NWF Airport Terminal Parking Expansions Panama City - Panama City , FL**  
The work consists of the addition of spaces to existing long term parking (100 spaces) and employee parking (44 spaces) areas. The Work will include lighting and construction of a crosswalk on W. Bay Parkway. The Work will also include the addition of 30 spaces to the cell lot. Alternates for construction of the overflow parking and/or portions thereof will also be included. The complete overflow lot will include 340 spaces, lighting, and an entry gate with revenue control equipment.

**We are looking for qualified FDOT DBE subcontractors for NWF Airport Parking Expansion that bids this afternoon.**

BID DUE: 10/13/2022 07:00 AM Central

Send your proposals to [bids@whitesell-green.com](mailto:bids@whitesell-green.com)

If you have any questions, please call estimating at 850-434-5311

Subcontracting Bidding Requirements:



Thank you,

**ESTIMATING DEPARTMENT**

WHITESSELL-GREEN, INC.

Office: 850-434-5311

Fax: 850-434-5315

[bids@whitesell-green.com](mailto:bids@whitesell-green.com)

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Company	Trades	Status	Comments (Company)	Specialty List
ROBERTS TRAFFIC MARKING CORP	Division 32 - Exterior Improvements	Sent Bid Invite		FDOT Certified DBE
A J PLUMBING INC	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
AMERADRAIN PLUMBING CORP	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
BLALOCK PLUMBING, LLC	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
GULF PLUMBING INC	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
LAVENDER LADY PLUMBING	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
MAIN LINE PLUMBING INC	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
MAR B PLUMBING CORPORATION	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
NABUC PLUMBING CORPORATION	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
PEOPLE S PLUMBING AND MECHANICAL INC	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
RINKWELL PLUMBING INC	Division 22 - Plumbing	Sent Bid Invite		FDOT Certified DBE
ACCURA ELECTRICAL CONTRACTOR	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
ALLIED ELECTRICAL SERVICES INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
APEX-TECH ELECTRICAL & AIR CONDITIONING, INC.	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
B & E ELECTRICAL SUPPLY COMPANY	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
Brown Electrical Solutions, LLC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
CANER ELECTRICAL INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
DAYLIGHT ELECTRICAL CONTRACTORS	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
EC ELECTRICAL CONTRACTORS INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
ENDURANCE COMMUNICATION & ELECTRICAL LLC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
F & L FIRE AND ELECTRICAL SYSTEM	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
FOSTER & SON ELECTRICAL CONTRACTORS INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
GENERATION ELECTRICAL SERVICES CORP	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
H & M ELECTRICAL & UNDERGROUND UTILITIES INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
LAKESIDE ELECTRICAL SERVICES	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
LTB ELECTRICAL SERVICES INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
M V ELECTRICAL SERVICES INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
OHMS ELECTRICAL CORP	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
POWER MAX ELECTRICAL CORP	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
PRIME ELECTRICAL SERVICES, INC.	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
QUALITY ELECTRICAL SERVICE, INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
SMITH ELECTRICAL SERVICE CORPORATION	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
SOLARES ELECTRICAL SERVICES INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
SOUTH FLORIDA ELECTRICAL CONSULTANT INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
STATEWIDE ELECTRICAL SERVICES INC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
SUNBELT ELECTRICAL, LLC	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE
V I ELECTRICAL CONTRACTOR	Division 26 - Electrical	Sent Bid Invite		FDOT Certified DBE

Northwest Florida Beaches International Airport  
DBE Program

Terminal Parking Expansions  
ZHA Incorporated

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### MBEs

MBE Subcontractors <u>Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	Dollar Value of <u>Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### WBEs

Women Subcontractors <u>Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	Dollar Value of <u>Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### OSEs

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group <u>Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	Dollar Value of <u>Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Subcontract Work

Total Dollar Value of Basic Bid

Total DBE Percent

\_\_\_\_\_ %

\*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make, and the owner may use, in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;  
and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

**NOTE:** The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

**10. CONTRACTOR ASSURANCE** - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the General Conditions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

11. **PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

**Wahoo Builders Inc**  
325 Davis Avenue  
Panama City, Florida 32401  
850-832-2068

Whitesell Green Inc.  
Pensacola Florida

Date: 10/20/22

RE: NWF Beaches International Airport  
Parking Lots Addition

Subject: DBE Participation

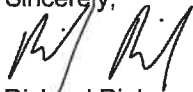
To whom it may concern,

Thank you for the opportunity to work on this project with you. Regarding our use of DBE sub-subcontractors and materialmen, we are planning to utilize the following companies upon reaching satisfactory pricing between us:

1. 814 Sand for borrow material and help in hauling base rock to the site, approximately \$225,000.00.
2. Absolute Top Concrete and Masonry for pouring sidewalks, approximately \$45,000.00.
3. L3 Traffic Control for loop lane closure during rumble strip installation, approximately \$15,000.00.

Let me know if we can be of any further assistance regarding this matter.

Sincerely,



Richard Rigby  
Wahoo Builders Inc.  
850-832-2068

Northwest Florida Beaches International Airport  
Davis Bacon Certification

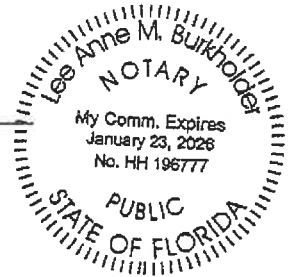
Terminal Parking Expansions  
ZHA Incorporated

### DAVIS-BACON CERTIFICATION

This is to certify that I have reviewed the minimum rate wages contained in Special Provision No. 9, which were predetermined for this project by the Secretary of Labor, and I have used these rates in the preparation of this proposal. Furthermore, I agree to abide by these wages and all other provisions of the Davis-Bacon Act as it associates to this project.

  
\_\_\_\_\_  
Bidder's Signature      Robert A. Fabbro

October 13, 2022  
\_\_\_\_\_  
Date



\_\_\_\_\_  
President  
Title

  
\_\_\_\_\_  
Notary Public      Lee Anne M. Burkholder

Northwest Florida Beaches International Airport  
Drug-Free Workplace Certification

Terminal Parking Expansions  
ZHA Incorporated

### DRUG-FREE WORKPLACE CERTIFICATION

**THE BELOW SIGNED BIDDER CERTIFIES** that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distributing, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: October 13, 2022

COMPANY: Whitesell-Green, Inc.

SIGNATURE: 

ADDRESS: PO Box 2849

NAME: Robert A. Fabbro

(Typed or Printed)

Pensacola FL 32513

TITLE: President

PHONE #: (850) 434-5311



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated basis of race, color, religion, or national origin, because of habit, local customs, or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

Whitesell-Green, Inc.

(Name of Bidder)



(Signature)

Robert A. FabbroPresident

(Title)

October 13, 2022

(Dated)

*Northwest Florida Beaches International Airport  
Buy American Certification*

*Terminal Parking Expansions  
ZHA Incorporated*

### BUY AMERICAN CERTIFICATION

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States (as defined in the Special Provisions under this section entitle Buy American-Steel and Manufactured Products) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT

COUNTY OF ORIGIN


Whitesell-Green, Inc.  
(Name of Bidder)

By: Robert A. Fabbro

Title: President

Dated: October 13, 2022

*Northwest Florida Beaches International Airport  
Trench Safety Act Certification*

*Terminal Parking Expansions  
ZHA Incorporated*

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**TRENCH SAFETY ACT CERTIFICATION**  
**(Under Chapter 553, Florida Statutes)**

Bidder recognizes that this Contract includes work for trench excavation in excess of five feet deep. Bidder acknowledges the requirement set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Bidder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Bidder agrees to comply with all such required trench safety standards.

The amount of \_\_\_\_\_ dollars (\$) has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the Contract Price.

Northwest Florida Beaches International Airport  
Non-Collusion Certification

Terminal Parking Expansions  
ZHA Incorporated

**FORM OF NON-COLLUSION AFFIDAVIT**

State of Florida

County of Escambia

Robert A. Fabbro being first duly

sworn, deposes and says that he/she is President

(Sole owner, a partner, president, secretary, etc.) of Whitesell-Green, Inc., the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communications or conference, with any person, to fix the Bid Price, or of that of any other Bidder, or to secure any advantage against Owner any person interested in the proposed Contract; and that all statements in said Bid Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

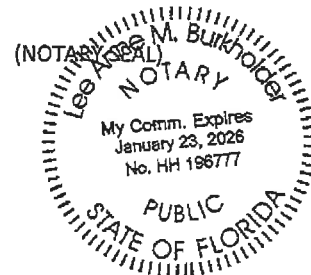
[Signature] (Bidder)  
Robert A. Fabbro, President of Whitesell-Green, Inc.

Sworn to and subscribed before me this [13th] day of October, 2022.

[Signature]  
Notary Public – State of Florida

Lee Anne M. Burkholder  
(Name typed, printed or stamped)

My Commission Expires: January 23, 2026



Northwest Florida Beaches International Airport  
E-Verify Compliance Certification

Terminal Parking Expansions  
ZHA Incorporated

### E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: October 13, 2022

SIGNATURE: 

COMPANY: Whitesell-Green, Inc.

NAME: Robert A. Fabbro  
(Typed or Printed)

ADDRESS: PO Box 2849  
Pensacola FL 32513

TITLE: President

E-MAIL: rfabbro@whitesell-green.com

PHONE NO.: (850) 434-5311

# EXHIBIT B

# **EXHIBIT B**

## **NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT PANAMA CITY, FLORIDA**

### **TERMINAL PARKING EXPANSIONS**

#### **General Scope of Work**

The Work includes:

1. Adding spaces to existing long term parking (100 spaces) and employee parking (44 spaces) areas.
2. Lighting and construction of a crosswalk on W. Bay Parkway.
3. The addition of 30 spaces to the cell lot.
4. Alternate 1 – completion of the overflow lot – 340 spaces, lighting, and an entry gate with revenue control equipment.
5. Coordination with the Owner's representative to ensure proper sequencing of all construction activities.

# EXHIBIT C

(Drawings and Technical Specifications provided with Project Manual)