

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

**Contractor:** Roberts and Roberts, Inc.  
**Address:** 1741 Sherman Avenue, Panama City, FL 32405  
**Contact:** Charles W. Roberts, III  
**Telephone:** (850) 215-8001  
**Facsimile:** (850) 215-1108

**Contact Title:** Administration Parking Lot  
**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 9<sup>th</sup> day of **February 2024** between the 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 February 7, 2024, 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 Contactor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

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

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

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

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

A. Workers’ Compensation and Employers’ Liability Insurance Coverage: The Contractor shall purchase and maintain workers’ compensation and employers’ liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida.

Limits of coverage shall not be less than:

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

B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures.

Limits of coverage shall not be less than:

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

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

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

\$1,000,000 Combined Single Limit Each Accident

- 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

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

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

**CONTRACTOR**  
Roberts and Roberts, Inc.

By:

By:

Authorized Signature: *Holly Melzer*

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

Print Name: Holly Melzer

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

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

- 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

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

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

**CONTRACTOR**  
Roberts and Roberts, Inc.

By:

By:

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

Authorized  
Signature: Charles W. Roberts III

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

Print Name: Charles W. Roberts III

**CHANGE ORDER NO. 01 FINAL**  
**ECP ADMIN LOT**  
**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

CHANGE ORDER NO: **One (1)** CONTRACTOR: **Roberts and Roberts, Inc.**  
 CONTRACT DESCRIPTION: **ECP Admin Lot Project**  
 CONTRACT DATE: **February 21, 2024** C.O. ISSUE DATE: **September 10, 2024**

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY FULLY EXECUTED BY THE CONTRACTOR, THE OWNER AND THE ENGINEER. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, HE SHOULD EXECUTE ALL COPIES AND RETURN ALL COPIES TO THE ENGINEER WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME BY THE AMOUNT SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

**DESCRIPTION OF CHANGES:**

- REVISE CONTRACT AMOUNT—ADJUST** contract by an additional \$58,875.00 for additional electrical and communication work. This change reflects the contractor having to perform additional electrical and communication work in accordance with the attached Access Control Plan (Attachment 1). A breakout of the costs associated with this change is detailed in Attachment 2.

Pay Item	Description	Quantity	Unit Price	Total
NEW ITEM	Access Control Revisions	Lump Sum	\$58,875.00	\$58,875.00

- REVISE CONTRACT QUANTITIES—ADJUST** contract quantities per ATTACHMENT 3. This change reflects a 4.22% quantity overrun on asphalt, allowable per FDOT Specification 334.

Pay Item	Description	Quantity	Unit Price	Total
9 (334-1)	2.5" Superpave Asphalt	4.64 Tons	\$225.00	\$1,044.00

Subtotal → **ADD: \$ 59,919.00**  
 Net Change to Contract Amount → **ADD: \$ 59,919.00**

<b>SOURCES OF FUNDING: Airport/Owner</b>	
AMOUNT OF THIS CHANGE ORDER .....	ADD <input checked="" type="checkbox"/> DELETE _____ \$ 59,919.00
ORIGINAL TOTAL CONTRACT AMOUNT .....	\$ 308,276.00
APPROVED ADDITIONS/DELETIONS TO CONTRACT AMOUNT TO DATE .....	\$ 0.00
REVISED TOTAL CONTRACT AMOUNT .....	\$ 368,195.00
PERCENTAGE CHANGE FROM ORIGINAL CONTRACT AMOUNT .....	(19.44%)

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COSTS OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER. CONTRACTOR ALSO ACKNOWLEDGES THAT THERE HAS BEEN NO CHANGE IN ITS OPERATIONS WHICH WOULD REQUIRE A MODIFICATION OF ITS SWORN STATEMENT ON PUBLIC ENTITY CRIMES SUBMITTED WITH ITS BID.

CONTRACTOR'S ACCEPTANCE: **Roberts and Roberts, Inc.**

**Jonathon A Upfold** Digitally signed by Jonathon A Upfold  
 Date: 2024.09.25 14:22:28 -05'00'

Jonathon Upfold

Date

RECOMMENDED FOR APPROVAL: **AVCON, INC.**

*Calvin Palmer*

9/10/2024

Calvin Palmer, P.E.

Date

APPROVED: **Northwest Florida Beaches International Airport**

*Mark Sheldon*

9/25/24

Mark Sheldon, Chair

Date

cc: Quinton Williams Florida Department of Transportation—District 3  
 Vanessa Strickland Florida Department of Transportation—District 3

THESE DRAWINGS ARE THE PROPERTY OF ZHA AND SHALL REMAIN THE PROPERTY OF ZHA. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ZHA. ANY SUCH REPRODUCTION, COPIING, OR TRANSMISSION IS STRICTLY PROHIBITED.



NO.	DATE	REVISION

ACCESS CONTROL  
 PLAN 2024-05-08  
 DRAFT DRAWINGS

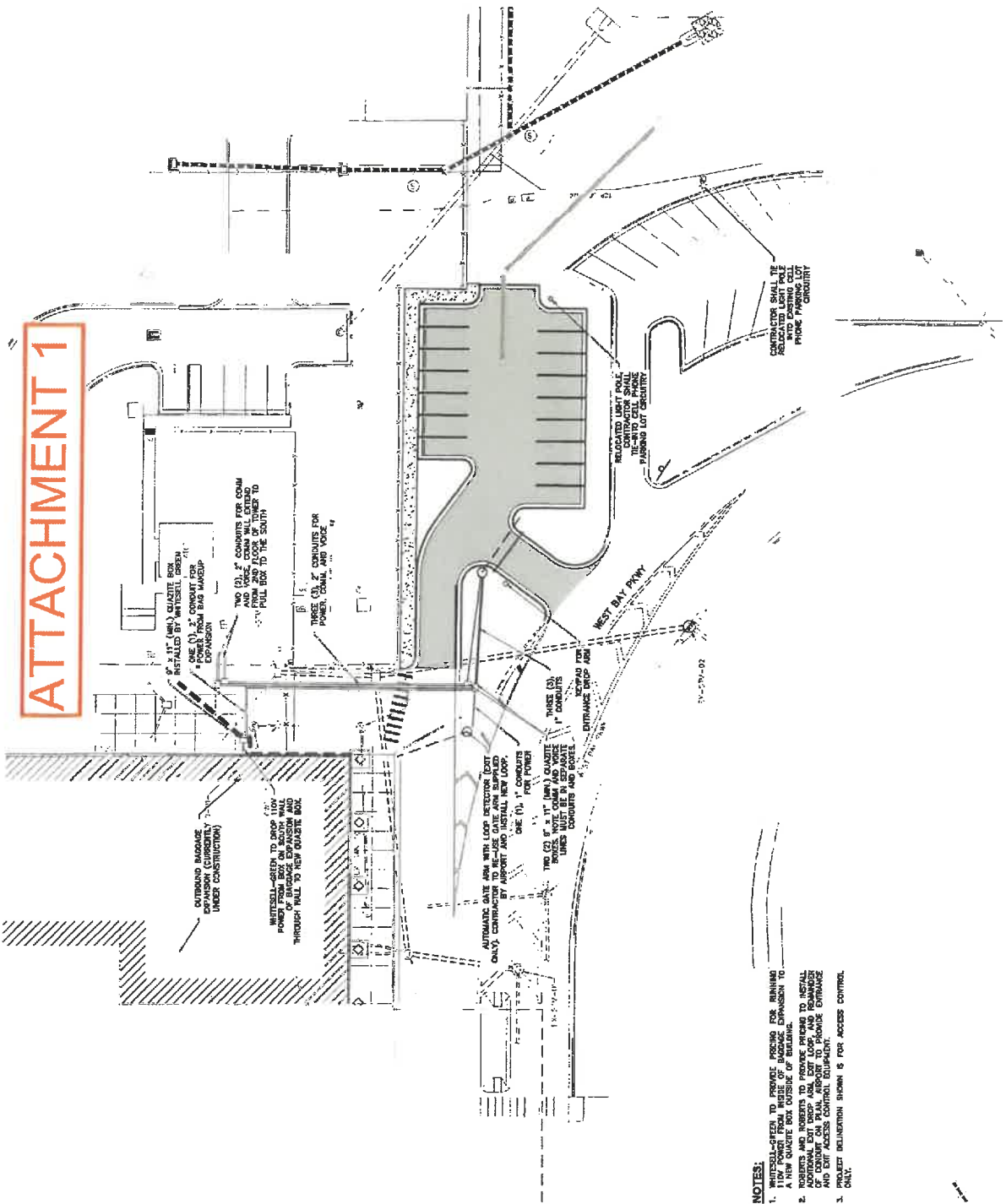
ADMINISTRATION  
 PARKING LOT  
 PREPARED FOR  
 NORTHWESTERN ENERGY SERVICES  
 (NORTHWESTERN AVCON)

DESIGNED BY: C.A.P.  
 DRAWN BY: R.A.B.  
 CHECKED BY: T.Z.A.  
 APPROVED BY: V.A.S.  
 PROJECT NO: 2024-07-01  
 DATE: MARCH, 2024

SHEET NUMBER  
**EXH**



# ATTACHMENT 1



LEGEND	
	PROPOSED ASPHALT PAVEMENT
	EXISTING CONTOUR
	EXISTING CONDITIONS
	EXISTING FENCE TO REMAIN
	PROJECT LIMITS
	EXISTING LIGHT
	RELOCATED LIGHT

- NOTES:**
1. INTERSECT-ORIGIN TO PROVIDE PAVEMENT FOR BIKING WITH POWER BOX OUTSIDE OF BUILDING.
  2. A NEW CONCRETE BOX OUTSIDE OF BUILDING. ADDITIONAL EXISTING DROPPED AND TO REMAIN CONCRETE ON PLANNING REPORT TO PROVIDE ENTRANCE AND EXIT TO BUILDING.
  3. PROJECT ILLUSTRATION SHOWN IS FOR ACCESS CONTROL ONLY.

FOR CONSTRUCTION

# ATTACHMENT 2

## CHANGE ORDER PROPOSAL



1538 Metropolitan Blvd Tallahassee, FL 32308 Tel: 850.210.6350 Fax: 850.210.6495  
 1741 N Sherman Ave Panama City, FL 32405 Tel: 850.215.2001 Fax: 850.215.1106

DATE: 06/05/24  
 PROJECT: ECP Admin Parking Lot  
 TO: Avconn/ECP International Airport  
 ATTN: Calvin Palmer  
 FROM: ROBERTS AND ROBERTS, INC.

CHANGE PROPOSAL NUMBER: 1

**REASON FOR CHANGES:**

REV'D PLANS: DATED \_\_\_\_\_ SHEET(s) NO. \_\_\_\_\_
  OWNER DIRECTIVE
  UNFORESEEN CONDITIONS

OTHER: See description of changes below.

**DESCRIPTION OF CHANGES:**

Run conduit and wire for power, voice, and communication per Access Control Plan 2024-05-08, install additional access control gate, and pour in place a concrete base for the relocated light pole provided by the Owner. RARI will not enter the Air Traffic Control Tower but will provide a 40' loop of communication and voice lines, from there the Airport's IT personell will pull into the buidling to make their connections. All needed conduit, wire, connectors, quazite boxes etc, will be included in Item 1 materials.

**COMMENTS:**

Airport could not locate base for supplied pole, as shown in the plans. RARI will supply direct bury pole in lieu of pouring and installing a new pole base. Cost for direct bury pole install and materials needed for pole base with install, will be equal in value.

WORK ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Materials	1.00	LS	\$ 21,625.00	\$ 21,625.00
Labor for direct bury pole, In lieu of missing pole base that was to be supplied by owner. (See Comments Section)	1.00	EA	\$ 5,000.00	\$ 5,000.00
Labor Exit Drop Arm	1.00	EA	\$ 4,375.00	\$ 4,375.00
Labor Additional Communication and Voice to Tower	1.00	LS	\$ 13,500.00	\$ 13,500.00
Labor Additional Electrical Boxes for Communications and Voice Extensions	5.00	EA	\$ 2,000.00	\$ 10,000.00
Labor Additional Electrical to 2nd Drop Arm	1.00	EA	\$ 4,375.00	\$ 4,375.00
<b>NOTES:</b>				
Price is to provide power and comm to both access control gates.				
Supply and install direct bury concrete pole.				
All per Access Control Plan 2024-05-08				
<b>TOTAL:</b>				<b>\$ 58,875.00</b>

REQUESTED	CONCURRENCE	ACCEPTANCE
Jonathon Upfold JONATHON UPFOLD, Roberts and Roberts, Inc. <b>PROJECT MANAGER</b> TITLE 06/05/24 DATE	_____ ENGINEER / CEI (IF REQUIRED) TITLE DATE	_____ OWNER OR REPRESENTATIVE TITLE DATE



# ATTACHMENT 3

=IF(B20>"", IF(AND(Q20="Tons", F20<>""), IF(G20>"", F20-G20, F20), ""), "")

Plan Quantities		Engineer Directed Changes			Quantities - without Overbuild					
Plan Quantity (Includes Overbuild)	Overbuild Quantity in Plan Quantity (Items in items only)	Engineer Directed Quantity Change	Overbuild Quantity in Engineer Directed Quantity Change (Items in items only)	Plan Quantity (without overbuild) (Items in items only)	Engineer Directed Quantity Change (without overbuild) (Items in items only)	Quantity of Eng. Dir. Quan. Change (without overbuild) (Items in items only)	Quantity +/- Dir. Quan. Change (Items in items only) (without overbuild)	Project Tonnage- Weighted Gamma of Gsb 100 overbuild items included	Adjusted Quantity (Items in items only) (without overbuild)	105% Project Pay Item Limit (Items in items only) (without overbuild)
110.00 tons	0.00 tons	0.00 tons	0.00 tons	110.00 tons	0.00 tons	110.00 tons	110.00 tons	2.321	103.8 tons	114.6 tons