

**Sebring Airport Authority
Board Meeting Agenda
January 21, 2021**

1:00 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) **Call to Order**
- b) **Invocation**
- c) **Roll Call**
- d) **Announcements**

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
02/18/2021	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

Interested persons may attend that meeting by calling 754-837-9893 and entering the following conference code 148-135-115#.

2. CONSENT AGENDA

- a) Approve December 3/29 2020 Minutes
- b) Approve November and December 2020 Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) Declaration of Covenants - Raceway
- b) Avcon Contract – Resident Project Representative Services (RPR) Rail Project
- c) Atkins Contract – Construction Phase Services Rail Project
- d) Sebring Custom Tanning – 2nd Amendment to Lease
- e) Resolution 21-01 Approving Budget Amendment S21-01

REMOVED

REMOVED

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

- FBO Report – Jason Ali

6. BOARD OF DIRECTORS' BUSINESS

Ethics Training

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

Note: Additional staff items may be interested if they come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
December 3, 2020**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on December 3, 2020 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Craig Johnson	-	Chairman
Pete McDevitt	-	Vice Chairman
Mark Andrews	-	Secretary
Carl Cool	-	Asst Secretary
Stanley Wells	-	Board Member
Sidney Valentine	-	Board Member
Terrill Morris	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Polonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Jason Ali	-	Sebring Airport Authority
Kathy Rapp	-	HCBOCC Liaison
Leonard Carlisle	-	City of Sebring Liaison

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Leonard Carlisle.
- C. **Roll Call**
Craig Johnson, Mark Andrews, Pete McDevitt, Terrill Morris were in person
Stanley Wells, Carl Cool, Sid Valentine were telephonically present for the meeting.
- D. Chairman asked if anyone wanted to be identified as a caller.
- E. **Set the Agenda**
Terrill Morris made a motion to set the Agenda with a second to the motion by Mark Andrews. The motion passed with aye votes from McDevitt, Andrews, Johnson, Cool, Valentine, Morris, and Wells.
- F. **Announcements**

Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#.

2. CONSENT AGENDA

Approve the Consent Agenda:

Executive Director Mike Willingham asked the Chairman to remove E Stone Landlord Waiver and Consent from the Consent Agenda and this item go under Action Items as 4a. There was a motion by Pete McDevitt to approve the amended Consent Agenda and a second by Mark Andrews. The motion was passed with aye votes by Wells, McDevitt, Cool, Valentine, Johnson, Morris, and Andrews.

3. MISCELLANEOUS

4. ACTION ITEMS

A. E Stone Landlord Waiver and Consent

Bob Swaine presented this item. Pete McDevitt made a motion to approve giving Bob Swaine and Mike Willingham authority to work out acceptable language within the document with a second to the motion by Mark Andrews. The motion passed with aye votes from McDevitt, Andrews, Cool, Valentine, Wells, Morris, and Johnson.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report and Jason Ali spoke about the Range/FBO activities.

6. BOARD OF DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

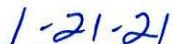
8. EMERGENCY BUSINESS

9. ADJOURNMENT

Chairman adjourned meeting at 1:19pm.



Mike Willingham, Executive Director



Approved by Board

**SEBRING AIRPORT AUTHORITY
SPECIAL BOARD MEETING
December 29, 2020**

The Sebring Airport Authority Board of Directors held a Special Board Meeting on December 29, 2020 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Craig Johnson	-	Chairman
Pete McDevitt	-	Vice Chairman
Mark Andrews	-	Secretary
Carl Cool	-	Asst Secretary
Stanley Wells	-	Board Member
Sidney Valentine	-	Board Member
Terrill Morris	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Polonsky	-	Director of Finance
Mike Swaine	-	Swaine and Harris
Jason Ali	-	Sebring Airport Authority

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Mike Swaine.
- C. **Roll Call**
Craig Johnson, Mark Andrews, Pete McDevitt, Terrill Morris were in person
Stanley Wells, Carl Cool, Sid Valentine were telephonically present for the meeting.

2. CONSENT AGENDA

Approve the Consent Agenda:

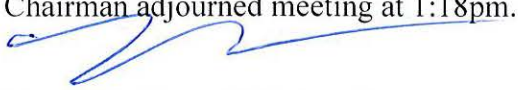
There was a motion to set the agenda and approve agenda item by Pete McDevitt and a second by Mark Andrews. The motion was passed with aye votes by Wells, McDevitt, Cool, Valentine, Johnson, Morris, and Andrews.

3. BOARD OF DIRECTOR'S BUSINESS

4. CONCERNS OF THE PUBLIC

5. ADJOURNMENT

Chairman adjourned meeting at 1:18pm.



Mike Willingham, Executive Director

1-21-21

Approved by Board

Invoices Paid In December 2020 Presented In January 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
12/01/20	Aroma Coffee	\$1,008.15	SAA/FBO: Coffee Station & Cleaning Supplies Replenished
12/01/20	Department of Management Services	\$294.74	SAA/FBO: Oct 2020 Audio, Long Distance & Local Service
12/01/20	International Fire Protection, Inc.	\$4,105.00	SAA: Provided & Installed Signage for the Control Valves, the Fire Department Connection, Replaced the Water pressure gauges. Replaced 4 Sprinklers in the Kitchen of the Cafe
12/01/20	Paul's Landscapes	\$270.00	SAA/FBO: November 2020 Plant Service
12/01/20	Pitney Bowes Global Financial	\$500.00	SAA: Postage for Postage Machine
12/01/20	Rapid Systems	\$495.00	SAA: Monthly Internet Service
12/03/20	Ascent - World Fuel	\$13,241.99	FBO: Jet-A Fuel at Sebring
12/04/20	Central Security & Electrical	\$225.00	SAA: Annual Fire Alarm Inspection & Re-Certification
12/04/20	Cintas	\$482.99	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp: FBO Uniforms for All Four Employees
12/04/20	Copy Life	\$198.06	SAA/FBO: November 2020 Copies
12/04/20	Ascent - World Fuel	\$10,739.20	FBO: Jet-A Fuel at Sebring
12/11/20	Ascent - World Fuel	\$46.00	FBO: Dec 2020 VX520 Comm Fee & Warranty
12/15/20	All Communications Services	\$142.50	SAA: Inspect Telephone System at GenPak
12/15/20	Bugs Bee-Ware Exterminating	\$920.00	SAA: Bi-Monthly Lawn Care 12.10.20
12/15/20	Cintas	\$86.46	SAA/FBO: Bi-Weekly Air Freshener Service; FBO Uniforms for All Employees
12/15/20	Clifton Larson Allen	\$7,800.00	SAA: 2019-2020 Audit Charges
12/15/20	Durrance & Associates PA	\$3,595.00	SAA: Oct 2020 Star Farms - Grant Reimbursed
12/15/20	The New Sun	\$66.90	SAA: Notice of Regular Board Meeting Date Change
12/15/20	Rapid Systems	\$104.99	SAA: Dec 2020 Internet Service - Ex. Assistant Home
12/15/20	TechHouse;Intergrated	\$255.50	SAA/FBO: Jan 2021 Recurring Monthly Software Fees
12/15/20	TechHouse;Intergrated	\$265.00	SAA: General IT Support; Issues with Scanning, Printer, Boardroom Account Blocked, AC Controls Network Setup
12/15/20	Tetra Tech, Inc.	\$3,700.00	SAA: Engineering Services - Conduct Environmental Condition Assessment at GenPak
12/15/20	Luis A. Pratts	\$224.25	FBO: Travel Reimbursement for Mileage to APBR
12/21/20	Ascent - World Fuel	\$297.50	FBO: TotalFBO Desktop Service Fee for Software - Dec 2020
12/21/20	Ascent - World Fuel	\$13,943.80	FBO: Jet-A Fuel at Sebring
12/22/20	Astrid Aviation and Aerospace	\$990.00	SAA: Nov 2020 Professional Services RE: UAS
12/22/20	Atkins	\$7,545.97	SAA: Nov 2020 Wildlife Hazard Assessment - Grant Reimbursed
12/22/20	Atkins	\$23,312.91	SAA: Nov 2020 General On-Call Services
12/22/20	Becker & Poliakoff, P.A.	\$120.00	SAA: Nov 2020 Construction Claims with Frasier Contracting
12/22/20	Becker & Poliakoff, P.A.	\$3,680.00	SAA: Nov 2020 General Construction Issues
12/22/20	Bugs Bee-Ware Exterminating	\$175.00	SAA: Plant & Shrub Care
12/22/20	Caleus	\$8,202.80	SAA: Nov 2020 Security Service - 12 Hours of Sebring Race & Holiday Coverage
12/22/20	Central Florida Glass & Mirror, Inc.	\$135.00	SAA: Airport Terminal Bldg, Repair to Backdoor of FBO Linemen Office
12/22/20	Cintas	\$382.46	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp: FBO Uniforms for All Four Employees
12/22/20	Diana Reis Designs, Inc.	\$510.00	SAA/CRA/YAZ: Nov 2020 Website Updates
12/22/20	Federal Express	\$49.27	SAA: Express Shipping
12/22/20	G4S Secure Integration, LLC	\$1,073.38	SAA: Fourth Quarter Service Contract Payment (12.15.20 - 03.14.21)
12/22/20	Jack's Lawn Service	\$7,750.00	SAA: Dec 2020 Lawn & Landscape Care
12/22/20	RW Summers Railroad Contracting, Inc.	\$11,176.44	SAA: Track Repairs per Oct 2020 Track Inspection
12/22/20	Shutts & Bowen	\$1,559.00	SAA: Nov 2020 Star Farms - Grant Reimbursed
12/22/20	Shutts & Bowen	\$152.00	SAA: Nov 2020 Legal Services - Water Issue
12/22/20	Swaine, Harris & Wohl, P.A.	\$3,049.50	SAA: Nov 2020 Legal Services - General On-Call Services
12/22/20	TechHouse;Intergrated	\$552.50	SAA: General IT Support; Uploading Files, Printer, Outlook/Emails, IT Review of Financial Audit
12/29/20	Cintas	\$86.46	SAA/FBO: Bi-Weekly Air Freshener Service; FBO Uniforms for All Employees
12/29/20	Copy Life	\$158.05	SAA/FBO: December 2020 Copies

Invoices Paid In December 2020 Presented In January 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
12/29/20	Crosson & Payne Tree Service	\$1,200.00	SAA: Removal of Specific Clump of Oak Trees & Grind Stumps on East Side of Funder Building
12/29/20	Seaboard Distribution, Inc.	\$1,467.90	FBO: Bulk Oil for Resale
12/29/20	Swift Fuels, LLC	\$6,837.20	FBO: UL94 AvGas Fuel for Sebring

TOTAL PAID INVOICES: \$143,173.87

Invoices Paid In November 2020 Presented In December 2020 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
11/02/20	Ascent / World Fuels	\$12,585.05	FBO: Jet-A Fuel at Sebring
11/03/20	B.S.E. Consultants, Inc.	\$2,432.13	SAA: Engineering Services - Star Farms - Aug 2020 - Grant Reimbursed
11/03/20	Christy Swift	\$125.00	SAA: Proofing Services - Article for FDOT
11/03/20	Cintas	\$86.46	SAA/FBO: Weekly Air Freshener Service; FBO: Uniforms for all Four FBO Employees
11/03/20	Deluxe for Business	\$262.39	SAA: Purchase of Checks
11/03/20	Highlands News-Sun	\$114.59	SAA: Subscription Renewal for 26 Weeks of Newspaper
11/03/20	Long's Air Conditioning, Inc.	\$539.00	SAA: Service Inspection Completed; Cleaned Aux Pans, Coils, Changed Belts, Need Filters
11/03/20	TechHouse:Integrated	\$259.50	SAA/FBO: Nov 2020 Recurring Monthly Software Fees
11/03/20	TechHouse:Integrated	\$1,927.50	SAA: General IT Support; Issues with Printers, Zip Files, Remote Access, IT Review for Audit, Software Questions, Adobe, Parallel Software, Teams
11/10/20	A&L Lock & Safe Co.	\$85.00	SAA: Rekey 2 Locks & 3 Extra Keys Bldg 104 C-4
11/10/20	Agilitech Solutions LLC	\$388.80	SAA: Document Remediation Services - Sept 2020
11/10/20	Cintas	\$625.19	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms for All Four Employees
11/10/20	Copy Life Inc.	\$187.20	SAA/FBO: October 2020 Copies
11/10/20	Deluxe for Business	\$284.28	SAA: Purchase of Checks
11/10/20	Paul's Landscapes	\$270.00	SAA/FBO: October 2020 Plant Service
11/10/20	Paul's Landscapes	\$276.00	SAA/FBO: Nov 2020 Plant Service
11/10/20	Peterson & Meyers P.A	\$3,420.00	SAA: September 2020 General On-Call Services
11/10/20	Rapid Systems	\$495.00	SAA: Monthly Internet Service
11/10/20	Rapid Systems	\$104.99	SAA: Monthly Internet Service - Ex. Assistant Home Office
11/10/20	Somers Irrigation, Inc.	\$23.16	SAA: Runway Edge Drain Plug Replacement
11/10/20	Thomas R. Summersill	\$1,250.00	SAA: Security Deposit Refund for Bldg 104 C-4
11/10/20	Luis A Pratts	\$189.75	FBO: Travel Reimbursement for Mileage to APBR
11/12/20	Ascent / World Fuels	\$46.00	FBO: Nov 2020 VX520 Comm Fee & Warranty
11/24/20	Big Messages LLC	\$150.00	SAA: After Hours Telephone Answering Service
11/24/20	Commercial Energy Solutions LLC	\$2,220.00	SAA: Annual Roof Maintenance on Bldg 60 (50% Payment)
11/24/20	Terry Elders	\$125.66	FBO: Camco Rhino Heavy Duty LAV Cart
11/24/20	Leaf Capital Funding LLC	\$376.71	SAA/FBO: Lease of Copy Machines
11/24/20	Risk Management Associates Inc	\$44,950.50	SAA: 2nd Installment - Preferred Government Insurance Trust-Business Auto, General Liability, Crime, Inland Marine and Commercial Property Policy #PK2FL1 0284850 19-16 10/01/2019 - 10/01/2021
11/24/20	Eric T. Zwyer Tax Collector	\$216,989.64	SAA: Ad Valorem Tax- Property Taxes on Airport Property
11/24/20	Greater Sebring Chamber of Commerce	\$150.00	SAA: 2021 Membership Dues
11/24/20	TEAMFL	\$900.00	SAA: 2020-2021 Annual Membership Dues
11/24/20	TechHouse:Integrated	\$54.99	SAA: Microsoft Wireless Display Adapter - Wireless Video/Audio Extender for Boardroom
11/24/20	TechHouse:Integrated	\$129.99	SAA: USB Microphone for Boardroom
11/24/20	TechHouse:Integrated	\$600.00	SAA: Panacast Panoramic Camera for Board Room
11/24/20	TechHouse:Integrated	\$255.50	SAA/FBO: Dec 2020 Recurring Monthly Software Fees
11/24/20	TechHouse:Integrated	\$691.25	SAA: General IT Support; Issues with Adobe, Teams, AirPod Pairing, Outlook, Printers, IT Review for Financial Audit

TOTAL PAID INVOICES: \$293,571.23

December 2020 P-Cards

Purchase Date	Vendor Name	Amount	Description
12/10/2020	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
12/10/2020	ALLEN ENTERPRISES INC	\$696.42	SAA: Runway Lights
12/18/2020	ALLEN ENTERPRISES INC	\$739.38	SAA: End Lights for Runway
12/19/2020	AMZN Mktp US 874NW7X53	\$14.24	SAA: USB Wall Charger
12/29/2020	AMZN MKTP US HV64H3LL3 AM	\$83.86	FBO: Replacement Power Supply for 23 Inch Samsung Monitor; Rechargeable D Batteries for Vehicle Strobe Lights
12/9/2020	AMZN Mktp US I463M7MA3	\$100.96	SAA: USB 3.0 Laptop Dock Station; Tab Dividers
12/3/2020	APEX OFFICE PRODUCTS INC	\$308.93	SAA: Laser Ink Cartridges
12/30/2020	APEX OFFICE PRODUCTS INC	\$80.05	SAA/FBO: Self Inking Stamp, Steno Books and Note Cards
12/8/2020	BATTERIES+BULBS #0058	\$167.85	SAA: Two Battery Backups and Surge Protector for Vehicle Gates.
12/4/2020	CONTAINERSTOREORLANDO	\$22.99	SAA: Trash Bags Designed for Use with Break Room Trash Can.
12/7/2020	DISH NETWORK-ONE TIME	\$115.73	FBO: Monthly Satellite Service for Pilot's Lounge - Dec 2020
12/14/2020	DIVERSIFIED FABRICATION	\$252.00	SAA: Bracket for Gate 9
12/15/2020	FLORIDA REDEVELOPMENT AS	\$495.00	CRA: Annual Membership Renewal
12/17/2020	GRIFFINS CARPET MART INC	\$144.99	SAA: Wax & Stripper for Restaurant Floors.
12/4/2020	HARBOR FREIGHT TOOLS 538	\$30.46	SAA: Moving Blankets & Tarp for Terminal Building AC Project
12/7/2020	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
12/22/2020	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
12/30/2020	RACEWAY 994 49809940	\$50.50	SAA: Fuel for Maintenance Truck
12/7/2020	REPUBLIC SERVICES TRASH	\$202.27	SAA/FBO: Monthly Recycling Service - Dec 2020
12/18/2020	RUBBER & ACCESSORIES INC	\$525.11	SAA: Rubber Gaskets for T Hangars
12/17/2020	SAVE A LOT #337	\$42.33	FBO: Water Bottles Purchased for FBO Customers and Staff.
12/10/2020	SHELL OIL 57542517701	\$27.21	FBO: Fuel for Courtesy Town Car
12/10/2020	SHELL OIL 57542517701	\$38.00	FBO: Fuel for Courtesy Chevy Tahoe
12/14/2020	SHELL OIL 57542517701	\$56.00	SAA: Fuel for Maintenance Truck
12/16/2020	SHELL OIL 57542517701	\$11.00	FBO: Fuel for Courtesy Chevy Tahoe
12/30/2020	SHELL OIL 57542517701	\$41.00	FBO: Fuel for Courtesy Chevy Tahoe
12/11/2020	SWK TECHNOLOGIES INC	\$300.00	SAA: Monthly Fee for Mas90 Online Services December 2020
12/16/2020	THE BULB BIN	\$224.00	SAA: Lights for Terminal Building
12/30/2020	THE HOME DEPOT #6340	\$6.86	SAA: Screws for Mailbox Name Plates Bd 103
12/12/2020	TR TAX & ACCTG-PROFESSIO	\$260.00	SAA: Monthly Subscription Fixed Asset Software
12/30/2020	TRIANGLE HARDWARE	\$29.95	FBO: Five Cartridges of Lithium Grease for Upkeep of Equipment.
12/4/2020	VALIN CORPORATION	\$140.12	FBO: Hydrokit is Used to Test Jet-A Fuel.
12/15/2020	VERIZONWRLSS RTCCR VB	\$1,001.18	SAA/FBO: Monthly Mobile Service Nov 2020
12/7/2020	WCI SEBRING HAULING	\$470.00	SAA/FBO: Monthly Waste Collection - Dec 2020
12/10/2020	WM SUPERCENTER #666	\$52.41	FBO: Various Cleaners for Maintaining Facilities During COVID-19

December 2020 P-Cards

12/24/2020 YARBROUGH TIRE & SERVICE \$1,056.84 SAA: Four Tires Replaced and Oil Serviced on Maintenance Truck.

Total Due: \$8,219.55

November 2020 P-Cards

Purchase Date	Vendor Name	Amount	Description
11/2/2020	CLAIM ADJ/SIMONBLAKEINTER	(\$799.99)	FBO: Charge was Disputed
11/3/2020	FIS OUTDOOR	\$29.13	SAA: Parts for Irrigation - Terminal Building
11/3/2020	TR TAX & ACCTG-PROFESSIO	\$390.00	SAA: License Renewal Fixed Asset Software
11/4/2020	ALL ABOUT LAWNS	\$189.95	SAA: Leaf Blower for FBO
11/4/2020	CFX VES WEBSITE	\$5.80	SAA: Tolls
11/4/2020	CFX VES WEBSITE	\$16.20	SAA: Tolls
11/4/2020	RACEWAY 994 49809940	\$56.00	SAA: Fuel for Maintenance Truck
11/5/2020	APEX OFFICE PRODUCTS INC	\$331.88	FBO: Toilet Paper and Paper Towels for Use in Airport Bathrooms
11/6/2020	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
11/6/2020	SWK TECHNOLOGIES INC	\$300.00	SAA: Monthly Fee for Mas90 Online Services
11/9/2020	NOTARY.NET	\$26.59	SAA: Notary Acknowledgement Stamp
11/10/2020	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
11/10/2020	DISH NETWORK-ONE TIME	\$115.73	FBO: Monthly Satellite Service or Pilot's Lounge - Nov 2020
11/10/2020	LOWES #02224	\$100.37	SAA: Sink, Faucet, Plumbing, and Putty for Lockwood Build Center
11/10/2020	REPUBLIC SERVICES TRASH	\$202.75	SAA/FBO: Monthly Recycling Service - Nov 2020
11/10/2020	WCI SEBRING HAULING	\$470.00	SAA/FBO: Monthly Waste Collection - Nov 2020
11/11/2020	SHELL OIL 57542517701	\$48.00	SAA: Fuel for Maintenance Truck
11/12/2020	TR TAX & ACCTG-PROFESSIO	\$260.00	SAA: Monthly Subscription Fixed Asset Software
11/13/2020	AMAZON.COM 201WT9ZF0 AMZN	\$119.99	SAA: Wireless Earbuds Director of Finance
11/13/2020	APEX OFFICE PRODUCTS INC	\$115.60	SAA: 2 - 4" Binders, Canon Calculator
11/13/2020	VERIZONWRLSS RTCCR VB	\$914.33	SAA/FBO: Monthly Mobile Service Oct 2020
11/13/2020	WING AERO PRODUCTS	\$182.25	FBO: Products for Resale to FBO Customers
11/15/2020	VERIZON WRLS P3446-01	\$349.34	SAA: iPhone-Accessories-iEarPods
11/16/2020	AFFORDABLE OPENERS	\$474.49	SAA: Five Vehicle Detectors to Repair Vehicle Gates
11/18/2020	SHELL OIL 57542517701	\$49.00	SAA: Fuel for Maintenance Truck
11/18/2020	YARBROUGH TIRE & SERVICE	\$560.89	SAA: 11 Golf Cart Tires
11/19/2020	FBO-STORE	\$553.54	FBO: Replacement Windsocks; Cleaner for Resale
11/22/2020	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
11/23/2020	ADVANCE AUTO PARTS #9523	\$4.61	SAA; Belt for Exhaust Fan on Roof
11/23/2020	COLE AUTO SUPPLY INC	\$100.54	SAA: New Battery for Maintenance Truck
11/23/2020	THE HOME DEPOT #6340	\$50.23	SAA: Epoxy and Asphalt Patch for Ramp and Handrail
11/26/2020	SHELL OIL 57542517701	\$29.00	FBO: 14.726 Gallons of Fuel for Courtesy Town Car
11/27/2020	SHELL OIL 57542517701	\$43.00	FBO: 21.836 Gallons of Fuel for Courtesy Chevy Tahoe
11/29/2020	AMZN Mktp US 684LC85B3	\$201.89	FBO: Eight Solar Strobe Magnetic Lights for Fuel Trucks, Three Vehicle Strobe Lights for Airport Vehicles
11/30/2020	ALLEN ENTERPRISES INC	\$142.20	SAA: Runway Lighting

November 2020 P-Cards

12/1/2020	HARBOR FREIGHT TOOLS 538	\$36.97	SAA: Tarps for AC Control Project
12/1/2020	RACEWAY 994 49809940	\$59.00	SAA: Fuel for Maintenance Truck
12/1/2020	THE BULB BIN	\$176.25	SAA: Bulbs and Ballasts for T Hangars
12/3/2020	CUSTOMSIGNS.COM	\$72.24	SAA: Mailbox Address Plates for Bldg 103

Total Due: \$6,409.68

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 1/14/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&ESERV Air & Electrical Services, Inc									
1592-138453	12/1/2020	2/3/2021	234.90	0.00	0.00	234.90	0.00	0.00	SAA: Repair to Air Compressor in Tecnam Building
Vendor A&ESERV Totals:			<u>234.90</u>	<u>0.00</u>	<u>0.00</u>	<u>234.90</u>	<u>0.00</u>	<u>0.00</u>	
ATKINS Atkins									
1941697 WILD	12/31/2020	1/30/2021	18,051.00	0.00	18,051.00	0.00	0.00	0.00	SAA: December 2020 Wildlife Hazard Assessment - Grant Reimbursed
1941698 OC	12/31/2020	1/30/2021	23,791.03	0.00	23,791.03	0.00	0.00	0.00	SAA: December 2020 General On-Call Services
Vendor ATKINS Totals:			<u>41,842.03</u>	<u>0.00</u>	<u>41,842.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
119191 OC	12/31/2020	1/30/2021	559.42	0.00	559.42	0.00	0.00	0.00	SAA: December 2020 General On-Call Services
Vendor AVCON Totals:			<u>559.42</u>	<u>0.00</u>	<u>559.42</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BECKER Becker & Pollakoff, P.A.									
4190140	12/31/2020	1/30/2021	120.00	0.00	120.00	0.00	0.00	0.00	SAA: December 2020 General Construction Issues
Vendor BECKER Totals:			<u>120.00</u>	<u>0.00</u>	<u>120.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BRYANT Bryant Miller Olive P.A.									
73934	12/31/2020	1/30/2021	455.00	0.00	455.00	0.00	0.00	0.00	SAA: Dec 2020 Legal Services RE: Spring Lake Improvement District Regarding Stormwater Treatment Charges
Vendor BRYANT Totals:			<u>455.00</u>	<u>0.00</u>	<u>455.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CALEUS Mathias Hutzenlaub									
384	12/31/2020	1/30/2021	7,984.60	0.00	7,984.60	0.00	0.00	0.00	SAA: December 2020 Security Service
Vendor CALEUS Totals:			<u>7,984.60</u>	<u>0.00</u>	<u>7,984.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 1/14/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CINTAS Cintas									
4071592334	12/30/2020	1/29/2021	382.46	0.00	382.46	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms for Employees
4072172917	1/6/2021	2/5/2021	86.46	86.46	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Air Freshener Svc; FBO Uniforms for Employees
4072831847	1/13/2021	2/12/2021	452.99	452.99	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms for Employees
Vendor CINTAS Totals:			<u>921.91</u>	<u>539.45</u>	<u>382.46</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc.									
13510	12/31/2020	1/30/2021	705.00	0.00	705.00	0.00	0.00	0.00	SAA/CRA/YAZ: Dec 2020 Website Updates
Vendor DIANARI Totals:			<u>705.00</u>	<u>0.00</u>	<u>705.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
FEC Federal Express Corporation									
7-221-56769	12/22/2020	2/5/2021	31.12	0.00	31.12	0.00	0.00	0.00	SAA: Express Shipping
Vendor FEC Totals:			<u>31.12</u>	<u>0.00</u>	<u>31.12</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
GRIFFIN Griffin's Carpet Mart, Inc									
011021-1	1/10/2021	2/9/2021	5,600.00	5,600.00	0.00	0.00	0.00	0.00	SAA: Furnish & Install Flooring in Four Offices in Building 103
Vendor GRIFFIN Totals:			<u>5,600.00</u>	<u>5,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
2011	1/1/2021	1/31/2021	7,750.00	0.00	7,750.00	0.00	0.00	0.00	SAA: January 2021 Lawn & Landscape Care
Vendor JACKS Totals:			<u>7,750.00</u>	<u>0.00</u>	<u>7,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
LEW Leedy Electric West									
18891	12/31/2020	1/30/2021	1,356.00	0.00	1,356.00	0.00	0.00	0.00	SAA: Load Bank on 250kW Generac Generator
18892	12/31/2020	1/30/2021	762.32	0.00	762.32	0.00	0.00	0.00	SAA: Major Preventive Maintenance on 25kW Tradewinds Generator
18893	12/31/2020	1/30/2021	715.36	0.00	715.36	0.00	0.00	0.00	SAA: Major Preventive Maintenance on 250kW Generac Generator
Vendor LEW Totals:			<u>2,833.68</u>	<u>0.00</u>	<u>2,833.68</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 1/14/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
LONGS Long's Air Conditioning, Inc.									
439982	12/12/2020	1/11/2021	810.00	0.00	810.00	0.00	0.00	0.00	SAA: Service Call - Terminal Building AC Not Cooling; Purchased & Installed Two New Transformers; Added 5lbs Freon; Performed Routine Maintenance. Changed Filters. Belts and Ordered New Filters
Vendor LONGS Totals:			<u>810.00</u>	<u>0.00</u>	<u>810.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
NYHART The Howard E Nyhart Company In									
0164847	12/31/2020	1/30/2021	1,300.00	0.00	1,300.00	0.00	0.00	0.00	SAA: Professional Services for Audit on Health Insurance Benefits for Retirees
Vendor NYHART Totals:			<u>1,300.00</u>	<u>0.00</u>	<u>1,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SECAAA SoutheastChapter Amer Asso Air									
01-01-2021	1/1/2021	1/1/2021	35.00	0.00	35.00	0.00	0.00	0.00	SAA: 2021 Southeast Chapter - American Association of Airport Executives Membership Dues
Vendor SECAAA Totals:			<u>35.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP									
1511986 SF	12/31/2020	1/30/2021	4,781.50	0.00	4,781.50	0.00	0.00	0.00	SAA: Dec 2020 Star Farms - Grant Reimbursed
1511987 CITY	12/31/2020	1/30/2021	226.00	0.00	226.00	0.00	0.00	0.00	SAA: Dec 2020 Legal Services - Water Issues
Vendor SHUTTS Totals:			<u>5,007.50</u>	<u>0.00</u>	<u>5,007.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
1757 OC	12/31/2020	1/30/2021	3,968.73	0.00	3,968.73	0.00	0.00	0.00	SAA: Dec 2020 Legal Services - General On-Call Services
Vendor SWAINE Totals:			<u>3,968.73</u>	<u>0.00</u>	<u>3,968.73</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
VFS Vertical Flight Society									
111457-SAA-21	12/1/2020	12/31/2020	750.00	0.00	750.00	0.00	0.00	0.00	SAA: Associate Corporate Membership Dues 12.01.20 - 11.30.21
Vendor VFS Totals:			<u>750.00</u>	<u>0.00</u>	<u>750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u>80,908.89</u>	<u>6,139.45</u>	<u>74,534.54</u>	<u>234.90</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 1/14/2021
Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
716054	12/2/2020	1/16/2021	14,361.24	0.00	0.00	14,361.24	0.00	0.00	FBO Jet-A Fuel at APBR
718099	12/11/2020	1/25/2021	10,731.17	0.00	10,731.17	0.00	0.00	0.00	FBO Jet-A Fuel at APBR
722279	1/1/2021	1/21/2021	15,621.65	0.00	15,621.65	0.00	0.00	0.00	FBO Jet-A Fuel at Sebring
M247249	1/6/2021	1/26/2021	126.54	126.54	0.00	0.00	0.00	0.00	FBO: WingPoints Issued Through 01.06.21
S022215	1/1/2021	1/21/2021	297.50	0.00	297.50	0.00	0.00	0.00	FBO: TotalFBO Desktop Service Fee for Software - Jan 2021
Vendor ASCENT Totals:			<u>41,138.10</u>	<u>126.54</u>	<u>26,650.32</u>	<u>14,361.24</u>	<u>0.00</u>	<u>0.00</u>	
GIBSON Gibson Aviation Services Inc.									
4745	1/11/2021	1/26/2021	3,546.40	3,546.40	0.00	0.00	0.00	0.00	FBO: Repair Leak on AvGas Tank Fuel Farm Pump, Includes Parts & Labor
Vendor GIBSON Totals:			<u>3,546.40</u>	<u>3,546.40</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>44,684.50</u></u>	<u><u>3,672.94</u></u>	<u><u>26,650.32</u></u>	<u><u>14,361.24</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 21, 2021

REMOVED

PRESENTER: Mike Willingham

AGENDA ITEM: Declaration of Covenants – Raceway

BACKGROUND: City of Sebring is requiring a Declaration of Covenants to be executed in order to provide water service for Building on the Raceway. This action is identical to all the other Declaration of Covenants done for tenants on the Airport.

REQUESTED MOTION: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute Declaration of Covenants.

BOARD ACTION:

_____ APPROVED
_____ DENIED
_____ DEFERRED
_____ OTHER

DECLARATIONS OF CONVENANTS

SUBDIVISION: SEBRING AIRPORT AUTHORITY

Sebring Airport Authority, herein called "Declarant", is the owner in fee simple of certain real Property, herein called the "Property"; located in Highlands County, Florida, more particularly described as follows:

As described on Schedule "A" attached.

For good and valuable consideration, and in exchange for the right for the Property to receive water service from the City of Sebring, Declarant hereby declares that the Property shall be subject to the following covenants running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the City limits of the City of Sebring and otherwise meets all requirements for annexation as set forth in Chapter 171, Fla. Stat., the Property shall be subject to annexation into said city limits and this declaration shall be considered a petition to the City of Sebring for such annexation. The Declarant further agrees, for itself, its heirs, successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate the annexation of the Property when it becomes subject to annexation provided herein.

With respect to any annexation of the Property as required by this Declaration, the Declarant agrees to consent to the annexation in connection with any future referendum Election under Florida Statutes 171.0413 as the same may be amended from time to time.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Notwithstanding anything contained in this Declaration to the contrary, the parties agree that the City of Sebring will not annex the Property for a period of 25 years from the date of this Declaration.

The person or persons signing for the Declarant covenant under penalty of perjury that they are fully authored to sign this Declaration for the Declarant and that it is fully enforceable under its terms.

Dated this ____ day of _____, 2018.

WITNESSES:

DECLARANT:

By: _____
Print name: _____
Its: _____

WITNESSES:

CITY OF SEBRING

By: _____
Print name: _____
Its: _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, well known to me to be the _____ of _____ who acknowledged executing the same in the Presence of two subscribing witnesses freely and voluntarily under authority duly vested by said corporation and that the seal affixed thereto is the true corporate seal of said corporation and who did take an oath.

WITNESSES my hand and official seal in the State and county last aforesaid this _____ day of _____, 2018.

(Affix notarial seal)

Notary Public, State of Florida
Printed name: _____
Commission No. _____
My commission expires: _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, well known to me to be the _____ of _____ who acknowledged executing the same in the Presence of two subscribing witnesses freely and voluntarily and who did take an oath.

WITNESSES my hand and official seal in the State and county last aforesaid this _____ day of _____, 2018.

(Affix notarial seal)

Notary Public, State of Florida
Printed name: _____
Commission No. _____
My commission expires: _____

PLEASE RETURN TO: CITY OF SEBRING, 368 SOUTH COMMERCE AVENUE, SEBRING, FL 33870

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: AVCON Contract – Resident Project Representative (RPR)\
Phase II Rail Project

BACKGROUND: AVCON will provide RPR services to Airport during Phase II of SEF full depth Rail Replacement Project. Atkins is design engineer of record for this project. Because of changes made by the Florida legislature, project design engineer cannot perform Resident Project Representative (RPR) Services. Therefore, AVCON will perform RPR services and Atkins will provide construction phase services for any questions that may arise in the field regarding plans and specifications.

This contract is completely funded by FDOT grant funds.

REQUESTED MOTION: Move to approve and authorize the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director to execute same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**CONTRACT FOR RESIDENT PROJECT REPRESENTATIVE SERVICES
FOR THE RFQ TRACK RECONSTRUCTION - PACKAGE 2 PROJECT AT
SEBRING REGIONAL AIRPORT
BETWEEN
THE SEBRING AIRPORT AUTHORITY AND
AVCON, INC.
DATED January 21, 2021**

This Contract is between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **AVCON, INC.**, a Florida corporation (herein referred to as the "CONSULTANT").

PREMISE. The AUTHORITY has hired Atkins North America, Inc. ("Atkins") to evaluate and design the reconstruction of the AUTHORITY'S railroad track. That project was divided into Package 1 and Package 2. AUTHORITY contracted with R.W. Summers Railroad Contractor, Inc. for the Package 1 construction. AUTHORITY intends to contract with American Railroad Industries, Inc. ("Contractor") for the Package 2 construction.

AUTHORITY is in need of Resident Project Representative Services for the Package 2 portion of the project, including construction administration and resident project inspection. The AUTHORITY and CONSULTANT entered into a Continuing Contract pursuant to the Consultants' Competitive Negotiation Act on May 21, 2020. Pursuant to that agreement, CONSULTANT would like to perform the work described herein. The services are more particularly described in Attachment No. 1 and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this agreement and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Two Hundred Seventeen Thousand, Four Hundred Thirty Two Dollars and Forty Cents (\$217,432.40) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. The price is based on the assumptions included on Attachment No. 1. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY'S Executive Director and engineer must approve each payment request. Each payment application shall also:

- A. detail an explanation of Services completed by CONSULTANT and its subconsultants and subcontractors requesting payment; and
- B. include a certification that the amount of the invoice is accurate in relation to the Services performed under any subcontractor contract.

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

CONSULTANT hereby agrees to commence work under this contract when the Contractor begins work and to continue work until the Project is complete.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to his Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the contract. The Authority shall pay CONSULTANT on a monthly invoiced basis for the percentage of the work completed in each monthly reporting period. Upon CONSULTANT's application for payment, the Executive Director, or his designee, will make inspection and if he finds the Services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this provision within one year following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause upon 30 days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the AUTHORITY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AUTHORITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the AUTHORITY's representative and written approval granted by the AUTHORITY before said change or substitution can become effective.

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this Contract:

ARTICLE 8 - SUBCONTRACTING

CONSULTANT reserves the right to select any subcontractors that may be necessary.

The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

The AUTHORITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The AUTHORITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY's Tax Exemption Number in obtaining such materials.

The CONSULTANT shall be responsible for payment of its own taxes.

ARTICLE 10 – AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Sebring Airport Authority and the federal government.

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and that insurance has been approved by the AUTHORITY.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under

this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims of damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of two years beyond AUTHORITY's acceptance of renovation or construction projects.
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the AUTHORITY pursuant to this Contract.
- G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AUTHORITY as an "Additional Insured".

ARTICLE 12 - WARRANTY

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to generally accepted professional standards.

ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Highlands County, Florida, and the Contract will be interpreted according to the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the AUTHORITY in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided under a specific Consultant Services Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. The AUTHORITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification, and it shall be deemed not to be a conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the AUTHORITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractor's work.

Upon the CONSULTANT's request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the Contract Schedule and/or other affected provision of this Contract shall be revised accordingly, subject to the AUTHORITY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the AUTHORITY's credit or make the AUTHORITY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY, if requested, reproducibles and computer files of all final documents and materials prepared by and for the AUTHORITY under this Contract.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project or tasks assigned the CONSULTANT is not to be construed as publication in derogation of any right therein reserved by the CONSULTANT.

If, however, the AUTHORITY uses for any other purpose the CONSULTANT's documents, drawings, and specifications, or reuses them without written verification or adaptation by the CONSULTANT for the specific purpose intended, it will be at the AUTHORITY's sole risk and without liability or legal exposure to the CONSULTANT or to the CONSULTANT's independent professional associates or consultants. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the AUTHORITY and the CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the CONSULTANT's promotional and professional material. The CONSULTANT's materials shall not include the AUTHORITY's confidential or proprietary information if the AUTHORITY advises the CONSULTANT of the specific information considered to be confidential or proprietary.

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The

CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Contract or amendment thereto.

ARTICLE 21 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least three (3) years after completion of this Contract. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AUTHORITY's cost, upon five (5) days written notice. Consultant shall also permit review of all records pertaining to this project that fall within the purview of Florida Statute 119.07.

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

The CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The CONSULTANT shall insert a provision in accordance with this Article in all subcontracts for services in relation to this contract.

ARTICLE 25 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ARTICLE 26 – DRUG-FREE WORKPLACE

CONSULTANT acknowledges that The Authority is a drug-free work place. CONSULTANT covenants that all employees of CONSULTANT working upon The Authority property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that CONSULTANT will adhere to the provisions of Florida Statute 287.087.

ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

The CONSULTANT hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The CONSULTANT further acknowledges the possible necessity for amending the Contract in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the AUTHORITY.

ARTICLE 28 – SURVIVAL

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership or documents, shall survive the execution and delivery of this Contract and consummation of the transactions contemplated hereby.

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 30 – ENFORCEMENT COSTS

In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including the establishment of a right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, even if not taxable as court costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

ARTICLE 31 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Chapter 471, Florida Statutes.

ARTICLE 32 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The AUTHORITY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AUTHORITY's notification of a contemplated change, the CONSULTANT shall, if requested by AUTHORITY: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AUTHORITY of any estimated change in the completion date, and (3) advise the AUTHORITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the AUTHORITY's decision to proceed with the change.

If the AUTHORITY elects to make the change, the AUTHORITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

Provided such information is reasonably required by the CONSULTANT to perform its services under this Contract, the AUTHORITY shall:

1. Provide full information regarding requirements for the projects and tasks.
2. Designate a representative authorized to act on the AUTHORITY's behalf with respect to the projects or tasks. The AUTHORITY or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.
3. Furnish to the extent in its possession, surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the CONSULTANT in developing proper scopes of service and fulfilling project or task objectives.
4. Assist in gaining access to and make all provisions for access required for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Contract.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render decisions and comments regarding them within a reasonable time so as not to delay the services of the CONSULTANT.

ARTICLE 35 – NOTICE

All notices required in this Contract shall be sent certified mail, return receipt requested, and shall be mailed to:

AUTHORITY:
Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

CONSULTANT:

AVCON, Inc.
5555 East Michigan Street, Suite 200
Orlando, FL 32822-2779

ARTICLE 36 – LAWS AND REGULATIONS

CONSULTANT shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Services and the protection of persons and property.

ARTICLE 37 –CHANGE ORDERS

No changes in the Services covered by this contract shall be made without prior written approval of the Authority. Charges or credits for Services on the approved changes shall be as mutually determined by the parties. Without invalidating this contract, the AUTHORITY may order extra Services or make changes by altering, adding to or deducting from the Services with the contract price being adjusted accordingly. All extra Services shall be paid for at the price agreed to between the parties and no claims for any extras shall be allowed unless order in writing by the AUTHORITY with the price stated in such order.

ARTICLE 38 – ASSIGNMENT

CONSULTANT shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of The Authority.

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

In addition to the notices, requirements and certifications included in the attached "Legal Provisions" document, each and every term of "Legal Provisions" is incorporated herein by reference as if fully included herein. Each and every other provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.


ARTICLE 40 – PUBLIC RECORDS

CONSULTANT is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. CONSULTANT is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, Fla. Stat. or as otherwise provided by law. CONSULTANT must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

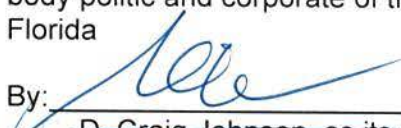
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective the date first written above.

WITNESSES:


Printed Name: Beverly K. Glarner


Printed Name: Jami Olive

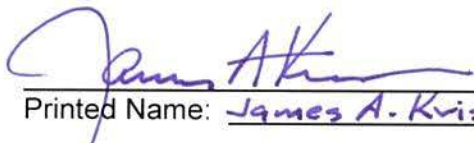
SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida

By: 
 D. Graig Johnson, as its Chair or
 Pete McDevitt, as its Vice Chair
Mike Williamson, Et Director

Attest: _____
 Carl Cool, as its Secretary or
 Mark Andrews, as its Asst. Secretary


(Corporate Seal)

WITNESSES:

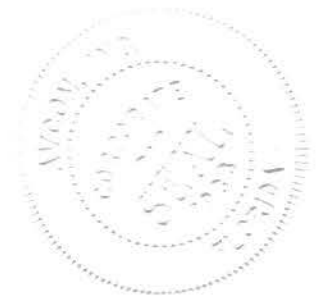

Printed Name: James A. Kriss

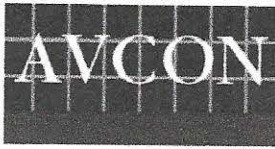

Printed Name: JENNIFER SISK

CONSULTANT: AVCON, INC., a Florida corporation

By: 
Sandeep Singh, as its President

(Corporate Seal)





**ATTACHMENT NO. 1
PROPOSED SCOPE OF WORK
PROFESSIONAL ENGINEERING SERVICES
CONSTRUCTION PHASE SERVICES
TRACK RECONSTRUCTION – PHASE 2
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
December 2020**

This scope of services covers construction phase services required for the Track Reconstruction – Phase 2 project at Sebring Regional Airport.

PROJECT DESCRIPTION

The project includes the full rehabilitation of the rail spur and ladder tracks, including replacement of ballast track superstructure components, special trackwork, and subbase improvements. See Figure 1.

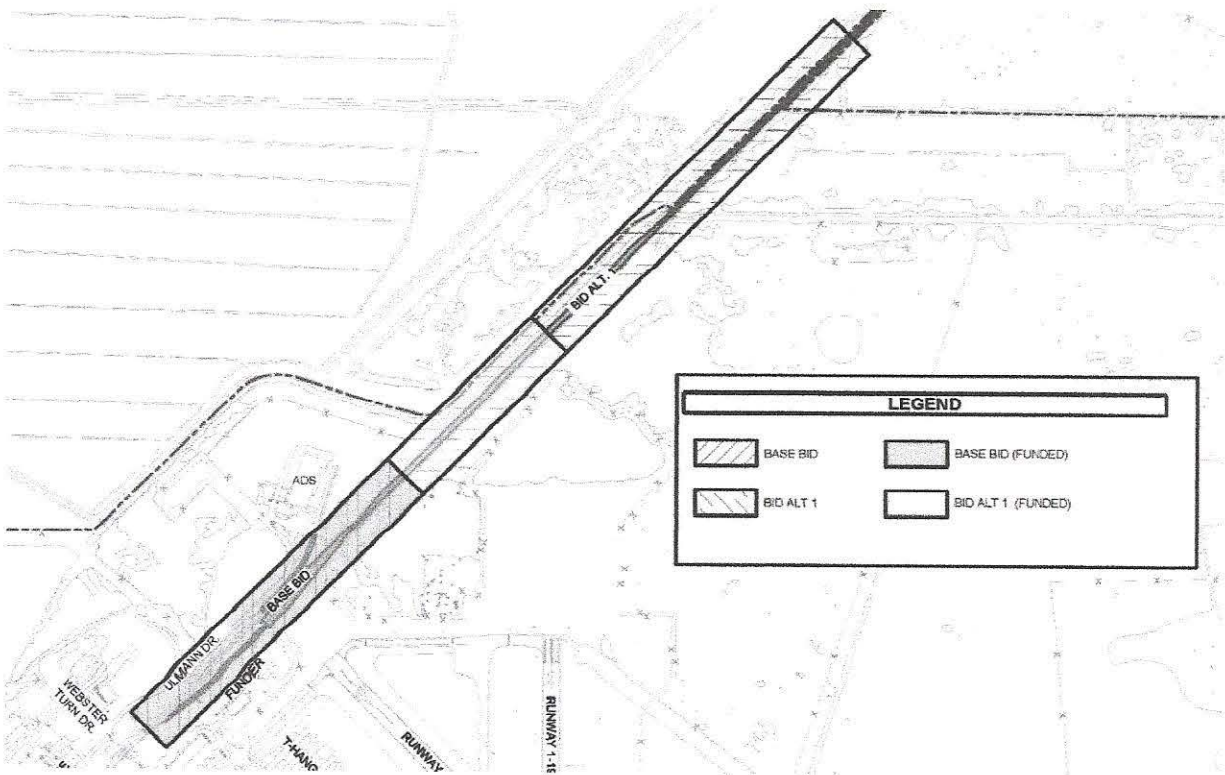
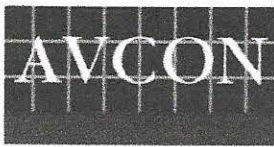


Figure 1



Phase 1 of the project was completed in 2020. To take advantage of available funding, Phase 2 was bid with a base bid and multiple add alternates. Current funding for this phase of the project will cover the Base Bid and approximately 1/3 of Add Alternate 1. Phase 3 and the other 2/3 of Add Alternate 1 will be bid at a later date and is not included in this scope of work.

The intent of this scope is to provide professional construction management/administration and resident project representative (RPR) during construction. Construction is scheduled to start in March 2021. The construction duration for the currently funded portion of work is 180 (120 - Base Bid, 60 - Bid Alt 1) calendar days from the notice to proceed to substantial completion, plus an additional 30 calendar days for final completion and acceptance. If additional funding is received from the FDOT, additional fee will be required to provide construction phase services for the additional limits of construction and extension of time related to that work.

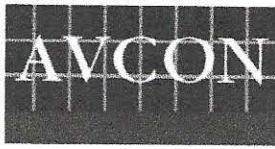
Construction Team

- Owner – Sebring Airport Authority (SAA)
- Construction Manager – AVCON
- RPR – AVCON
- Design Engineer – ATKINS
- Construction Material Testing – Madrid Engineering
- Contractor – American Rail

SCOPE OF WORK

Construction Administration Services

- Prepare for and conduct the Pre-Construction meeting to review project scope, schedule, costs, questions, etc. Compile minutes and distribute to attendees.
- Evaluate the contractors' schedule and coordinate activities with SAA and Airport Tenants.
- Review the Contractor's Phasing plan, and project communications, experience record of the superintendent, and site clean-up procedures.
- Receive, log, and return shop drawing submittals or other submissions. The Design Engineer (Atkins) will be responsible for review of submittals as to conformance with design concept and construction documents.
- Conduct the bi-weekly construction progress meeting in conjunction with periodic site visits of the Design Engineer (Atkins).
- Receive, log, and respond to RFI's. The Design Engineer (Atkins) will be responsible for providing necessary interpretations and clarifications to the contract documents as may be required.
- Review the contractor's schedule of values prior to submitting to the Design Engineer (Atkins) for processing of the contractor's applications for payment.
- Participate in the preparation of the punch list for substantial and final acceptance inspection.



- Review the Contractor's "as-builts" prior to submittal to the Design Engineer (Atkins) for preparation of "Record Drawings".

Construction Material Testing

- Perform quality assurance testing and field verifications of all constructed elements of the project. These services will be performed to support the requirements of observing the actual construction of the final construction project.

Resident Project Representative (RPR) Services

Under this task, AVCON will provide on-site Resident Project Representative (RPR) services for the Project. The RPR shall serve as the liaison between the Construction Manager, Design Engineer, and the Contractor throughout the project. The foremost duty of the RPR is to observe construction for general conformance with the Contract Documents. The RPR will be responsible for reporting to the Construction Manager and Engineer-of-Record when observing work that is unsatisfactory, faulty, defective, or does not conform to the Contract Documents. The RPR will be responsible for rejecting such work as agreed upon with the Construction Manager and Engineer-of-Record. The duties of the RPR will include:

- attend the pre-construction conference
- coordinate the Contractor's mobilization to the site
- collect and log shop drawings, RFI's, RFC's, pay requests, correspondence, etc.
- inspect and monitor Contractor activities
- maintain a daily construction log
- attend weekly progress meetings
- review and approve Contractor's pay requests
- take project progress photographs
- monitor Contractor's Quality Control Plan
- administrate Change Orders as necessary
- organize, prepare for, and lead the substantial completion and final inspections
- create the Contractor's punch list of unfinished items
- verify the Contractor's completion of the punch list
- collect the Contractor's as-built information
- prepare the final closeout documentation
- certify the completion of the project to general conformance with the Contract Documents

The Resident Project Representative shall have limited authority on site as follows:

- Shall not authorize any deviation from the construction Contract Documents or substitution of materials or equipment.
- Shall not exceed limitations of Owner or design professional as set forth in the construction Contract Documents.
- Shall not undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction Contract Documents.

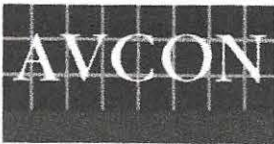
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Contractor's work.
- Shall not accept shop drawings or sample submittals from anyone other than the Contractor.
- Shall not authorize the Owner to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized.

The construction duration for the currently funded portion of work is 180 calendar days (6 months) from notice to proceed to substantial completion of construction plus an additional 30 calendar days for project closeout. This equates to 28 weeks of contract time. To best serve the project, it is assumed that there will be one (1) full time (5 days per week @ 10 hours/day) RPR required through the duration of the contract. Actual time on site may vary from week to week based on the Contractor's work schedule.

BASIC ASSUMPTIONS

The following is a list of assumptions forming the basis of the CONSULTANT's cost proposal for providing the services detailed in the Scope of Services for this project. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the CONSULTANT's cost proposal.

1. Preparation of the Contractor's contract will be the responsibility of the Design Engineer (Atkins). This includes assisting SAA with the issuance of Notices of Intent to Award, Procure and Proceed.
2. The Design Engineer (Atkins) will be responsible for any field coordination between SAA, FDOT, CSX, or the tenants. Any funding or grant related coordination with the FDOT, or operational coordination with CSX, will be the responsibility of the Design Engineer and/or SAAA.
3. RPR shall consult with and advise the Sebring Airport Authority and act as the Sebring Airport Authority's representative and advisor. The extent and limitations of the duties, responsibilities and authority of the RPR, as described in this scope or work, shall not be modified except as AVCON may otherwise agree in writing.
4. The fees for the provision of Construction Phase services is based on the construction duration for the project specified in this scope of work and an assumed level of staff effort as described above. In the event the construction duration or level of effort required of the Construction Phase services is greater than estimated and specified herein, AVCON shall be entitled to additional compensation and the terms of this agreement shall be re-negotiated and amended as needed.
5. AVCON shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
6. The RPR shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may in the



judgment of the RPR jeopardize safety. This shall not relieve the Contractor of their responsibility to meet these requirements.

7. When recommending payment, AVCON is only representing that the RPR has made visual checks on items installed in field. The RPR will only check the quality or quantity of Contractor's work.
8. RPR's review of Contractor's work for the purposes of recommending payments shall not impose on the RPR the responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work.
9. RPR's review of Contractor's work for the purposes of recommending payments shall not impose responsibility on AVCON to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to SAA free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between SAA and contractor that might affect the amount that should be paid.
10. The RPR shall have authority, as the SAA's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
11. It will be the responsibility of the Contractor to obtain any permits necessary for construction. The CONSULTANT will not be applying for or obtaining any construction related permits.
12. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
13. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.

**ATTACHMENT NO. 2 – ENGINEER'S COMPENSATION
CONSTRUCTION PHASE SERVICES - TRACK RECONSTRUCTION - PHASE 2
SEBRING REGIONAL AIRPORT
BREAKDOWN OF LUMP SUM FEE**

10-Dec-20														
Position	Sr. Project Manager (Construction Manager)		Project Manager		Project Engineer		Sr. Designer/Tech.		RPR		Administrative		Total	
Rate (\$/Hour)	214 \$/HR		175 \$/HR		105 \$/HR		95 \$/HR		110 \$/HR		65 \$/HR		Manhours	Cost
	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost
LABOR - BASIC SERVICES														
<i>Construction Administration Phase</i>														
Prepare for and conduct Pre-Construction Meeting to review project scope, schedule, costs, questions, etc.; compile minutes and distribute to attendees	4	\$ 856.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 130.00	6	\$ 1,000.00
Prepare for and conduct Bi-weekly construction progress meetings (funding agency coordination, review progress reports, wage rate surveys, certified payroll, communication with the Contractor, documentation of RPR information, etc.)	56	\$ 11,984.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14	\$ 910.00	70	\$ 12,900.00
Prepare and maintain Shop Drawing and RF1 submittal logs. Coordinate with Engineer of Record on approvals and responses.	56	\$ 11,984.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	28	\$ 1,820.00	84	\$ 13,900.00
Final review of Contractor monthly pay applications, including recommendation letters for payment	12	\$ 2,568.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 2,600.00	52	\$ 5,200.00
Prepare and negotiate Change Orders, Supplemental Agreements, and review and approval of field directive changes	7	\$ 1,498.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7	\$ 1,500.00
Perform Pre-Final Inspection; prepare punchlist of outstanding items and provide to Contractor	6	\$ 1,284.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 260.00	10	\$ 1,600.00
Perform Final Inspection to ensure all punchlist items were addressed and determine if the project is ready for acceptance by the Client	4	\$ 856.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 428.00	6	\$ 1,284.00
Perform Final Inspection to ensure all punchlist items were addressed and determine if the project is ready for acceptance by the Client	4	\$ 856.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 428.00	6	\$ 1,284.00
Sub-Total Basic Services (Labor)	149	\$ 31,886.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	92	\$ 6,576.00	241	\$ 38,668.00
LABOR - SPECIAL SERVICES														
<i>Resident Project Representative/Inspection -</i>														
Onsite for 26 WEEKS/5 DAYS PER WEEK/10 HOURS PER DAY (LABOR ONLY - See below for Expenses)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,300	\$ 143,000.00	0	\$ -	1,300	\$ 143,000.00
<i>Control & Testing of Construction Materials - Labor Only - See below for Expenses</i>														
Prepare Material Testing (QA) subcontractor scope, review proposal/fee, and review/approve invoicing	2	\$ 428.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 428.00
<i>Project Close-Out Report</i>														
Project Close-Out Report - prepare final Project documentation via the Close-Out Report to summarize general, fiscal, misc., engineering, and construction information associated with the project.	4	\$ 856.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 780.00	16	\$ 1,636.00
Sub-Total Special Services (Labor)	6	\$ 1,284.00	0	\$ -	0	\$ -	0	\$ -	1,300	\$ 143,000.00	12	\$ 780.00	1,316	\$ 145,084.00

ATTACHMENT NO. 2 -- ENGINEER'S COMPENSATION
 CONSTRUCTION PHASE SERVICES - TRACK RECONSTRUCTION - PHASE 2
 SEBRING REGIONAL AIRPORT
 BREAKDOWN OF LUMP SUM FEE

10-Dec-20

EXPENSES												
BASIC SERVICES												
TRAVEL - CONSULTANT												
CONSTRUCTION												
(From: Orlando; To: SEF) = 110 mi RT												
			16	Trips @ 110	0.54	per mile	=			\$ 950.40		
										SUBTOTAL - TRAVEL	=	\$ 950.40
SPECIAL SERVICES												
RPR Expenses												
	RPR Vehicle		7	Months @	\$ 350.00	per month	=			\$ 2,450.00		
	Lodging		7	Months @	\$ 1,000.00	per month	=			\$ 7,000.00		
	Per Diem		5	Days/wk for	28 weeks @	\$ 45.00	per day	=		\$ 6,300.00		
										SUBTOTAL - RPR EXPENSES	=	\$ 15,750.00
SUBCONSULTANTS Expenses												
	Material Testing Subconsultant - Madrid Engineering (DBE)	1.00	LS	@	\$ 17,000.00							
										SUBTOTAL - SUBCONSULTANT FEES	=	\$ 17,000.00
										SUBTOTAL SPECIAL SERVICES (EXPENSES)	=	\$ 32,750.00
										SUBTOTAL EXPENSES	=	\$ 33,700.40
										TOTAL LUMP SUM FEE	=	\$ 217,432.40

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Atkins Contract – Construction Phase Services
Phase II Rail Project

BACKGROUND: Atkins will provide construction phase services to Airport during Phase II of SEF full depth Rail Replacement Project. Because of changes made by the Florida legislature, project design engineer cannot perform Resident Project Representative (RPR) Services. Therefore, Avcon will perform RPR services, and Atkins as Engineer of Record, will provide construction phase services for any questions that may arise in the field regarding plans and specifications.

This contract is completely funded by FDOT grant funds.

REQUESTED MOTION: Move to approve and authorize the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director to execute same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**CONTRACT FOR CONSTRUCTION PHASE SERVICES
FOR THE TRACK RECONSTRUCTION - PACKAGE 2 PROJECT
AT THE SEBRING REGIONAL AIRPORT BETWEEN
THE SEBRING AIRPORT AUTHORITY AND
ATKINS NORTH AMERICA, INC.
DATED January 21, 2021**

This Contract is between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **ATKINS NORTH AMERICA, INC.**, a Florida corporation (herein referred to as the "CONSULTANT").

PREMISE. Pursuant to a separate contract, AUTHORITY hired CONSULTANT to evaluate and design the reconstruction of the AUTHORITY'S railroad track. That project was divided into Package 1 and Package 2. AUTHORITY contracted with R.W. Summers Railroad Contractor, Inc. for the Package 1 construction. AUTHORITY intends to contract with American Railroad Industries, Inc. ("Contractor") for the Package 2 construction.

The AUTHORITY is in need of Construction Phase Services for the Package 2 portion of the project, including administration and technical support to AUTHORITY and preparation of closeout documents and record drawings. The AUTHORITY and CONSULTANT entered into a Continuing Contract pursuant to the Consultants' Competitive Negotiation Act on May 21, 2020. Pursuant to that agreement, CONSULTANT would like to perform the work described herein. The services are more particularly described in Attachment A and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this agreement and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

The AUTHORITY separately contracted with AVCON, Inc. for Resident Project Representative Services and CONSULTANT is not providing those services.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Ninety Eight Thousand, Five Hundred Dollars (\$98,500.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. The price is based on the assumptions included on Attachments B and C. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY'S Executive Director and engineer must approve each payment request. Each payment application shall also:

- A. detail an explanation of Services completed by CONSULTANT and its subconsultants and subcontractors requesting payment; and
- B. include a certification that the amount of the invoice is accurate in relation to the Services performed under any subcontractor contract.

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

CONSULTANT hereby agrees to commence work under this contract when the Contractor begins work and to continue work until the Project is complete.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to his Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the contract. The Authority shall pay CONSULTANT on a monthly invoiced basis for the percentage of the work completed in each monthly reporting period. Upon CONSULTANT's application for payment, the Executive Director, or his designee, will make inspection and if he finds the Services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this provision within one year following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause upon 30 days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the AUTHORITY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AUTHORITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the AUTHORITY's representative and written approval granted by the AUTHORITY before said change or substitution can become effective.

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this Contract:

ARTICLE 8 - SUBCONTRACTING

CONSULTANT reserves the right to select any subcontractors that may be necessary.

The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

The AUTHORITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The AUTHORITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY's Tax Exemption Number in obtaining such materials.

The CONSULTANT shall be responsible for payment of its own taxes.

ARTICLE 10 – AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Sebring Airport Authority and the federal government.

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and that insurance has been approved by the AUTHORITY.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish

Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims of damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of two years beyond AUTHORITY's acceptance of renovation or construction projects.
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the AUTHORITY pursuant to this Contract.
- G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AUTHORITY as an "Additional Insured".

ARTICLE 12 – STANDARD OF CARE

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to generally accepted professional standards.

ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Highlands County, Florida, and the Contract will be interpreted according to the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the AUTHORITY in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided under a specific Consultant Services Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. The AUTHORITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification, and it shall

be deemed not to be a conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the AUTHORITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractor's work.

Upon the CONSULTANT's request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the Contract Schedule and/or other affected provision of this Contract shall be revised accordingly, subject to the AUTHORITY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the AUTHORITY's credit or make the AUTHORITY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY, if requested, reproducibles and computer files of all final documents and materials prepared by and for the AUTHORITY under this Contract.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project or tasks assigned the CONSULTANT is not to be construed as publication in derogation of any right therein reserved by the CONSULTANT.

If, however, the AUTHORITY uses for any other purpose the CONSULTANT's documents, drawings, and specifications, or reuses them without written verification or adaptation by the CONSULTANT for the specific purpose intended, it will be at the AUTHORITY's sole risk and without liability or legal exposure to the CONSULTANT or to the CONSULTANT's independent professional associates or consultants. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the AUTHORITY and the CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the CONSULTANT's promotional and professional material. The CONSULTANT's materials shall not include the AUTHORITY's confidential or proprietary information if the AUTHORITY advises the CONSULTANT of the specific information considered to be confidential or proprietary.

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent, or servant of the AUTHORITY. All

persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Contract or amendment thereto.

ARTICLE 21 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least three (3) years after completion of this Contract. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AUTHORITY's cost, upon five (5) days written notice. Consultant shall also permit review of all records pertaining to this project that fall within the purview of Florida Statute 119.07.

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

The CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The CONSULTANT shall insert a provision in accordance with this Article in all subcontracts for services in relation to this contract.

ARTICLE 25 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ARTICLE 26 – DRUG-FREE WORKPLACE

CONSULTANT acknowledges that The Authority is a drug-free work place. CONSULTANT covenants that all employees of CONSULTANT working upon The Authority property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that CONSULTANT will adhere to the provisions of Florida Statute 287.087.

ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

The CONSULTANT hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The CONSULTANT further acknowledges the possible necessity for amending the Contract in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the AUTHORITY.

ARTICLE 28 – SURVIVAL

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership or documents, shall survive the execution and delivery of this Contract and consummation of the transactions contemplated hereby.

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 30 – ENFORCEMENT COSTS

In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including the establishment of a right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, even if not taxable as court costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

ARTICLE 31 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Chapter 471, Florida Statutes.

ARTICLE 32 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The AUTHORITY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AUTHORITY's notification of a contemplated change, the CONSULTANT shall, if requested by AUTHORITY: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AUTHORITY of any estimated change in the completion date, and (3) advise the AUTHORITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the AUTHORITY's decision to proceed with the change.

If the AUTHORITY elects to make the change, the AUTHORITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

Provided such information is reasonably required by the CONSULTANT to perform its services under this Contract, the AUTHORITY shall:

1. Provide full information regarding requirements for the projects and tasks.
2. Designate a representative authorized to act on the AUTHORITY's behalf with respect to the projects or tasks. The AUTHORITY or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.
3. Furnish to the extent in its possession, surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the CONSULTANT in developing proper scopes of service and fulfilling project or task objectives.
4. Assist in gaining access to and make all provisions for access required for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Contract.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render decisions and comments regarding them within a reasonable time so as not to delay the services of the CONSULTANT.

ARTICLE 35 – NOTICE

All notices required in this Contract shall be sent certified mail, return receipt requested, and shall be mailed to:

AUTHORITY:
Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

CONSULTANT:
Darin Larson
Atkins North America, Inc.
1514 Broadway, Suite 202
Fort Myers, FL 33901

ARTICLE 36 – LAWS AND REGULATIONS

CONSULTANT shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Services and the protection of persons and property.

ARTICLE 37 –CHANGE ORDERS

No changes in the Services covered by this contract shall be made without prior written approval of the Authority. Charges or credits for Services on the approved changes shall be as mutually determined by the parties. Without invalidating this contract, the AUTHORITY may order extra Services or make changes by altering, adding to or deducting from the Services with the contract price being adjusted accordingly. All extra Services shall be paid for at the price agreed to between the parties and no claims for any extras shall be allowed unless order in writing by the AUTHORITY with the price stated in such order.

ARTICLE 38 – ASSIGNMENT

CONSULTANT shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of The Authority.

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

In addition to the notices, requirements and certifications included in the attached "Legal Provisions" document, each and every term of "Legal Provisions" is incorporated herein by reference as if fully included herein. Each and every other provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 40 – PUBLIC RECORDS


CONSULTANT is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. CONSULTANT is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, Fla. Stat. or as otherwise provided by law. CONSULTANT must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements

for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective the date first written above.

WITNESSES:

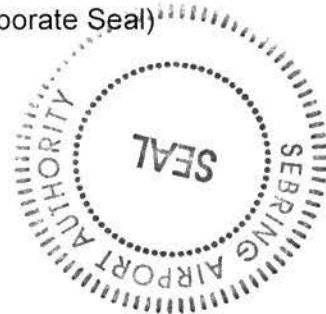

Printed Name: Beverly K. Glarner


Printed Name: Colleen Florsky

SEBRING AIRPORT AUTHORITY, a
body politic and corporate of the State of
Florida

By: 
Mike Willingham, Executive Director

(Corporate Seal)

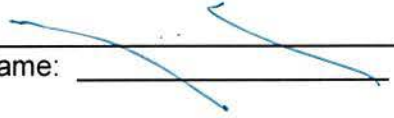


WITNESSES:

**CONSULTANT: ATKINS NORTH
AMERICA, INC.,** a Florida corporation


Printed Name: ROSARIO GANES-PERKINS

By: 
Darin Larson, as its Vice President

Printed Name: _____


Attest: _____
D. Ernest Edgar, IV, as its Secretary

(Corporate Seal)

ATTACHMENT A**SCOPE OF WORK****CONSTRUCTION PHASE SERVICES
FOR
TRACK RECONSTRUCTION – PHASE 2
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA****DECEMBER 2020**

The *lump sum* fees to be paid the ENGINEER under this contract (Attachment C) are based upon the Scope of Work detailed herein and the list of Basic Assumptions stipulated in Attachment B.

I. BACKGROUND INFORMATION

Under a previous task authorization, the design of a full rehabilitation of the entire rail spur and ladder tracks, including replacement of ballast track superstructure components, special trackwork, and subbase improvements was completed. The rail spur will be reconstructed based on the direction from the Florida Department of Transportation (FDOT). The final design was completed in three (3) phases in order to award the project based on available funding from FDOT at the time of award. Phase 1 of the project has been constructed and is complete. Phase 2 has been awarded to the low-bid contractor with NTP in December 2019 and construction anticipated to start in March 2020. The scope of work within this proposal is for work associated with Phase 2 of the project. Phase 3 services will be included under a separate cover pending additional FDOT funding.

II. GENERAL DESCRIPTION OF PROJECT SCOPE

At the request of the Sebring Airport Authority (OWNER), Atkins (CONSULTANT) has drafted this scope of services to define the effort necessary to support the various construction elements and accomplish the Construction Phase Services for Phase 2 of the Track Reconstruction at Sebring Airport through the duration of construction. Based on current available project funding from FDOT, the Base Bid and Bid Alternate 1 will be awarded to the contractor. A portion of Bid Alternate 1 will be deducted out of the contract in order to stay within the FDOT funding amount. Construction is scheduled to start in March 2020.

This work will consist of providing professional services for the administration and technical support during construction, and the preparation of closeout documents and record drawings. Under a separate contract between the OWNER and AVCON, AVCON will provide a resident project representative (RPR) services for the majority of the construction contract duration. The contract documents allows 180 (120 Base Bid, 60 Bid Alt 1) calendar days from the notice to proceed to substantial completion of construction plus an additional

30 calendar days for final completion and acceptance.

OWNER	Sebring Airport Authority (SAA)
CM	AVCON
CONSULTANT	ATKINS
FDOT	Florida Department of Transportation (District 1)

III. OBJECTIVE

The objective shall be the successful completion by the CONSULTANT of project management and construction phase related services necessary for the improvements associated with the Phase 2 of the SEF Track Reconstruction Project (PROJECT). The overriding objective of the Consultant is to keep the project on schedule, under budget, and fully coordinated with all parties and to assist in producing a quality constructed product.

IV. SCOPE

For the purposes of scope definition and CONSULTANT fee development, the work has been divided into the following tasks. Any modifications and/or revisions to these tasks will constitute a change in the project scope and may require a revision to the compensation to be paid to the CONSULTANT. These tasks will begin once the OWNER provides the CONSULTANT with a written Notice to Proceed. The work to be performed by the CONSULTANT, after receiving a Notice to Proceed, will have a duration of seven (7) months, not including time for closeout documentation. If there are any inconsistencies between this narrative and the task descriptions, it is agreed that the task descriptions are more exact and will govern.

The CM shall coordinate and provide the Construction Phase Project Management and construction observation to verify that all elements of construction are being complied with and that the general intent of the contract documents is being met. Also, the CM will hire a sub-consultant to perform all required quality assurance testing to comply with the Contract Documents.

The CONSULTANT will provide construction administration, technical support, and project closeout services. Each of these services shall be provided by the CONSULTANT, working in concert with the CM, the OWNER, and Contractor(s).

Task 1: Project Administration and Coordination

This task involves the internal management of the contract including project bookkeeping, billing, and coordination with project stakeholders. The Project Manager (PM) will be readily available to the project team and the AIRPORT to oversee necessary project related elements. The PM will keep the AIRPORT advised of the work progress, schedule, and anticipated review dates and coordinate necessary revisions. The PM will be the CONSULTANT's main point of contact and will be responsible for ensuring that the project's goals and objectives are met within the agreed upon schedule.

Task 2: Preparation of Conformed Documents

The Engineer will prepare a set of “Conformed Documents” for use during construction of this project. Conformed Documents result from the integration of items modified and/or revised via addendum during the Bidding Phase into the Bid Set Documents (plans and specifications), resulting in an “official” set of Conformed Documents to be used for Construction. The CONSULTANT will prepare three (3) half size drawings and specifications for Airport use, five (5) half size and two (2) full size drawing sets and specifications to selected Contractor.

If the Contract requests electronic AutoCAD files of the drawings, the Engineer will provide them under the following stipulations. Electronic data files are provided to the Contractor solely as a convenience and in an “as is” condition. Electronic data files are not considered part of the Contract Documents. The information contained in these electronic data files is for informational purposes only and cannot be modified without the knowledge and written consent of the Engineer and the Airport. Differences may exist between the electronic files delivered and the printed hard copy Contract Documents. In the event that such a conflict is found, the hard copy documents, which are signed and sealed with the Design Professional’s Registration Stamp, shall be controlling and take precedence over the electronic version. These discrepancies shall not be the basis for a claim by the Contractor. The use of the information contained in electronic files is at the Contractor’s sole risk without liability or legal exposure to the Engineer or the Airport.

Task 3: Site Visits and Inspections

The CONSULTANT will attend a Pre-Construction Conference, led by the CM, before the Contractor is provided with a construction Notice to Proceed. The purpose of this meeting will be to review general administrative procedures of the contract, review technical requirements, begin the submittal process, and other items as defined in the Contract Documents.

The CONSULTANT’s PM and/or appropriate technical leads will also make visits to the site during construction. Such visits are not intended to be exhaustive in examining the Contractor’s work in progress, but rather to provide a general observation of the work based on the Engineer’s professional judgment. The CONSULTANT will review the Contractor’s work as observed for general conformance with the Contract Documents. The CONSULTANT will not visit the site to direct or supervise the Contractor’s work. Note that site visits may be coordinated to happen concurrently with regular project meetings or they may be held at other times. Therefore, the design professional will not necessarily be represented at each of the weekly project meetings.

In addition, the CONSULTANT’s PM and/or appropriate technical leads will attend the Substantial Completion and Final Inspections. While at these inspections, the CONSULTANT will review the work for general conformance with the Contract Documents and assist the CM with determining a level of completeness. The CONSULTANT will assist the CM in compiling a list of items for inclusion in the final punch list.

For the purpose of scope definition, the following number of visits is anticipated from each discipline (inclusive of Pre-Construction Conference, Partial Acceptance Inspections, Substantial Completion Inspection, and Final Inspection):

- Project Manager - 8
- Civil/Site Engineer - 2
- Track Engineer - 6

Task 4: Progress Meetings

In accordance with the Contract Documents, there will be a bi-weekly progress meeting for representatives of the Airport, Contractor, CM, and Engineer to review project progress and coordinate work efforts. The CONSULTANT will attend the progress meetings as necessary. The CONSULTANT will coordinate with the CM prior to each meeting to determine if it is appropriate to attend the meeting in person or via telephone.

The contract documents allow 700 calendar days from the notice to proceed to substantial completion of construction plus an additional 30 calendar days for project closeout. Current funding for the project will include the base bid and a portion of bid alternate 1. The construction duration for the currently funded portion of work is ten (10) months which equates to approximately 40 weeks of contract time. Therefore, for budgeting purposes, it is assumed that there will be 20 weekly progress meetings held for the project. If additional funding is received from the FAA to construct additional areas of the apron, additional fee will be required for the time related to that work.

Task 5: Shop Drawing Review

This task will include the CONSULTANT's review of shop drawings submitted by the Contractor as stipulated in the Contract Documents. The CM will be responsible for collecting and logging shop drawings and transmitting them to the CONSULTANT. The CONSULTANT will review the shop drawings and return them to the CM with a review stamp/transmittal and necessary comments.

The CONSULTANT's review of shop drawings will be limited to general design concepts and general compliance with the Contract Documents. Reviews by the CONSULTANT will not relieve the Contractor of the responsibility of compliance with the Contract Documents. The CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. The CONSULTANT shall have the authority to make decisions related to the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

The CONSULTANT will review and comment on each shop drawing or technical submittal a maximum of three (3) times. Additional reviews shall be eligible for additional compensation.

Task 6: Responses to Contractor Requests for Information (RFI's)

Under this task, the CONSULTANT will prepare technical responses to the questions submitted by the Contractor in the format of a Request for Information (RFI). The CM will

collect, log, and distribute RFI's to the CONSULTANT for responses and return the RFI responses to the Contractor.

The CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. The CONSULTANT shall have the authority to make decisions related to the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

The CONSULTANT shall also provide technical support and clarifications related to the construction documents and shall provide required revisions or supplemental information related to the contract documents that may be required during construction.

Task 7: Preparation of Field Sketches and Supplemental Information Revisions

The Engineer shall prepare field sketches and supplemental information revisions as required to resolve actual field conditions encountered or provide clarification of the contract documents to the contractor.

Task 8: Contractor Applications for Payment

The CONSULTANT will review and comment on Contractor's monthly applications for payment based on the CONSULTANT's on-site observations, on information provided by the CM, and on review of data and schedules accompanying the application. The CONSULTANT will provide appropriate comments to the CM for consideration in their review of application. The CONSULTANT will not be responsible for the approval of the pay application.

Task 9: FDOT/AIRPORT Coordination and Grant Management

The CONSULTANT will assist the AIRPORT on coordination with the various agencies on project funding grant terms, conditions, and assurances and other related coordination items as required during the construction of the project.

Task 10: Preparation of Record Documents

Under this task, the CONSULTANT will take the Contractor's red lines and surveyed as-built information and incorporate them into the Construction Drawings for the Airport's record purposes. The CONSULTANT will provide the Airport and the CM each with a PDF copy of the final record documents.

END ATTACHMENT A

ATTACHMENT B**BASIC ASSUMPTIONS****CONSTRUCTION PHASE SERVICES
FOR
TRACK RECONSTRUCTION – PHASE 2
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA****DECEMBER 2020**

The following is a list of assumptions that are made with respect to the work efforts required for this Project and on which the fee proposal is based. These assumptions shall be considered general conditions to this Contract. Any change is considered a change in scope and would be justification for consideration of a revision to the fee.

The following is a list of assumptions that are made with respect to the work efforts required for this Project and on which the fee proposal is based. These assumptions shall be considered general conditions to this Contract. Any change is considered a change in scope and would be justification for consideration of a revision to the fee.

The following is a list of assumptions forming the basis of the CONSULTANT's cost proposal included herein, as Attachment B, for providing the services detailed in the Scope of Services for this project. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the CONSULTANT's cost proposal.

1. The fees for the provision of construction phase services are based a construction duration of seven (7) months and an assumed level of staff effort as described herein. In the event the construction duration or level of effort required of the CONSULTANT is greater than estimated and specified herein, the CONSULTANT shall be entitled to additional compensation and the terms of this agreement shall be re-negotiated and amended as needed.
2. CONSULTANT shall consult with and advise SAA and the CM and act as the Airport's representative and advisor as provided for in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of the CONSULTANT as assigned in the Contract Documents shall not be modified except as CONSULTANT may otherwise agree in writing.
3. CONSULTANT will not be providing Quality Assurance (QA) testing for the project. Any QA testing will be the responsibility of the CM.

-
4. CONSULTANT will not be providing Resident Project Representative (RPR) or inspection services of any kind for the Project as this will be the responsibility of the CM. As such, the CONSULTANT will not be responsible for observation of project progress, completion of daily reports, certification of pay applications, monitoring quality control testing, coordinating maintenance of traffic, maintaining shop drawing and RFI logs, certifying compliance with contract documents, preparing close out documentation, or other such services as typically associated with the RPR.
 5. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
 6. CONSULTANT shall have authority, as the Airport's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
 7. Documents will be created in the CONSULTANT's standard format.
 8. All drawings will be created in black and white AutoCAD format using English units.
 9. No additional environmental wetlands permitting (federal and/or local) or mitigation will be required for construction of this project.
 10. No additional permitting for threatened or endangered species will be required for this project.
 11. It will be the responsibility of the Contractor to obtain any permits necessary for construction. The CONSULTANT will not be applying for or obtaining any construction related permits.
 12. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
 13. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.

END OF ATTACHMENT B

**ATTACHMENT C
MAN-HOUR FEE ESTIMATE
CONSTRUCTION PHASE SERVICES FOR THE
TRACK RECONSTRUCTION - PHASE 2
AT THE SEBRING AIRPORT (SEF)
DECEMBER 2020**

Task Description	PROJ. MGMT			CIVIL		TRACK		Total Man-Hours
	Practice Manager	Sr. Project Manager	Admin	Sr. Eng. III	Sr. Eng. I	Sr. Track Eng IV	Sr. Track Eng III	
Task 1 Project Administration and Coordination	4	32	8	2		4		50
Task 2 Preparation of Conformed Documents		4	4		4	8	16	36
Task 3 Site Visits and Inspections		48	4		16	48	16	132
Task 4 Bi-Weekly Construction Meetings		24		4	8	16	8	60
Task 5 Shop Drawing Review			4	2	4	8	16	34
Task 6 Responses to Contractor RFI's			4	2	4	6	12	28
Task 7 Preparation of Field Sketches and Supplemental Information Revisions		4	4	4	8	8	16	44
Task 8 Contractor Applications for Payment		8		4			8	20
Task 9 FDOT/Airport Coordination and Grant Management		8						8
Task 10 Preparation of Record Documents		4	4	2	4	8	24	46
TOTAL MAN-HOURS	4	132	32	20	48	106	116	458
LABOR RATES - HOURLY	\$250	\$220	\$90	\$200	\$145	\$245	\$200	
SUB-TOTAL LABOR COSTS	\$1,000	\$29,040	\$2,880	\$4,000	\$6,960	\$25,970	\$23,200	\$93,050
			PM Fee: \$ 32,920		Civil Fee: \$ 10,960		Track Fee: \$ 49,170	

REIMBURSABLE COSTS

PM/Civil Travel Allowance (Assumes 16 Trips @ \$250/Trip)	\$4,000
Postage and Courier	\$200
Printing and Publication Expenses	\$1,250

TOTAL FEES - PROFESSIONAL SERVICES

\$98,500

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 21, 2021

PRESENTER: Mike Willingham

REMOVED

AGENDA ITEM: Sebring Custom Tanning, Inc. – 2nd Amendment to Lease

BACKGROUND: Lease amendment address the following:

- Continues current lease payment for 24 months. After which it will go to \$3,300 per month.
- Lease payment adjustments will be keyed to CPI or 2% whichever is less
- Two 10 year renewals are added.

REQUESTED MOTION: Move to approve and authorize the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director to execute same.

BOARD ACTION:

_____ APPROVED
_____ DENIED
_____ DEFERRED
_____ OTHER

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE SECOND MODIFICATION
SEBRING CUSTOM TANNING, INC.**

THIS SECOND MODIFICATION OF COMMERCIAL LEASE is made and entered into effective January 31, 2019, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **SEBRING CUSTOM TANNING, INC.**, a Florida corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into a Commercial Lease dated August 20, 1998 (herein called the "Lease"); and

WHEREAS, the parties entered into a First Modification of the Lease to extend the term to January 31, 2039 dated September 21, 2006; and

WHEREAS, the parties entered into a Modification of the Lease regarding utilities and services dated December 13, 2007; and

WHEREAS, the parties wish to amend the Lease,

IT IS THEREFORE AGREED BY AND BETWEEN the parties that the Lease is amended as follows:

1. **RENT.** Beginning February 1, 2021, TENANT hereby agrees to pay rent to LANDLORD of \$2,200.00 per month, together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the first day of each month. Beginning February 1, 2023, TENANT hereby agrees to pay rent to LANDLORD of \$3,300.00 per month, together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the first day of each month. Beginning February 1, 2024, and on the same day of each year thereafter, the rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 2%, whichever is less, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease.

2. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT two options to renew this Lease for two (2) additional terms of ten (10) years each, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than six (6)

months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

3. **CONTINUATION.** All other provisions of the Lease shall remain unchanged and in full force and effect.

4. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESSES:

Printed Name: _____

Printed Name: _____

LANDLORD: SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida

By: _____
 D. Craig Johnson, as its Chair or
 Pete McDevitt, as its Vice Chair

Attest: _____
 Carl Cool, as its Secretary or
 Mark Andrews, as its Asst. Secretary

(Corporate Seal)

TENANT: SEBRING CUSTOM TANNING, INC., a Florida corporation

Printed Name: _____

Printed Name: _____

By: _____
Dave Travers, as its President

(Corporate Seal)

RESOLUTION SAA 21-01

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S21-01 TO
THE 2020-2021 BUDGET.**

WHEREAS, The Sebring Airport Authority is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses, and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

WHEREAS, said budget can be amended from time to time by action of the Sebring Airport Authority Board of Directors;

NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING AIRPORT AUTHORITY AS FOLLOWS:

SECTION 1. The Sebring Airport Authority hereby approves the 2020-2021 Budget Amendment S21-01 as presented.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 21st day of January 2021.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Johnson D Craig</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>SAA CRA</i>
MAILING ADDRESS <i>1100 DANLON AVE</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>Sebring FL 33870</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
COUNTY <i>Highlands</i>	NAME OF POLITICAL SUBDIVISION: <i>SAA CRA</i>
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filling the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Craig Johnson, hereby disclose that on January 21, 2021, 2021:

(a) A measure came or will come before my agency which (check one)

- Inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- Inured to the special gain or loss of _____, by whom I am retained; or
- Inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Invoices to be paid

Date Filed January 21, 2021

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.