Sebring Airport Authority Board Meeting Agenda August 19, 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>	Time	Meeting/Event	Location
09/16/2021	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. MISCELLANEOUS

3. CONSENT AGENDA

- a) Approve July 2021 Minutes
- b) Approve July 2021 Invoices

4. ACTION ITEMS

- a) RPR Contract Avcon SEF Track Reconstruction Project Phase 2 Alt 1 & 2
- b) CA Contract Atkins SEF Track Reconstruction Project Phase 2 Alt 1 & 2
- c) Interlocal Agreement Haywood Taylor Resurfacing
- d) Interlocal Agreement Runway 1-19 & Taxiway A Extension
- e) Interlocal Agreement Webster Turn Dr. Resurfacing
- f) SEF Taxiway A4 Avcon Contract Engineering Services for Design
- g) Haywood Taylor Proclamation
- h) Resolution 21-08 Approving Budget Amendment S21-07

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

Public Risk Insurance Advisors (PRIA) Brian Cottrell FBO Report – Jason Ali Airport Manager Report – Scott Carkeet

6. BOARD OF DIRECTORS' BUSINESS

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 the come in after the agenda deadline.

SEBRING AIRPORT AUTHORITY BOARD MEETING July 15, 2021

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on July 15, 2021 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Pete McDevitt - Chairman
Carl Cool - Vice Chairman
Mark Andrews - Secretary

Stanley Wells - Board Member
Terrill Morris - Board Member
Craig Johnson - 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

Eldy Gall - Spring Lake Improvement Assoc

Greg Harshman - CitraPac

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.

C. Roll Call

Mark Andrews, Pete McDevitt, Carl Cool, Stanley Wells, Craig Johnson and Terrill Morris were in present for the meeting. Sid Valentine was absent. Chairman asked if anyone wanted to be identified as a caller.

D. Announcements

Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#. The Executive Director asked the Chairman to remove Action Items 4a. RPR Contract Avcon – SEF Track Reconstruction Project Phase 2 Alt 1 & 2 and 4b. CA Contract Atkins – SEF Track Reconstruction Project Phase 2 Alt 1 & 2. There was a motion by Carl Cool to approve the amended Agenda with a second by Stanley Wells.

2. MISCELLANEOUS

3. CONSENT AGENDA

Approve the Consent Agenda:

There was a motion by Carl Cool to approve the amended Agenda with a second by Stanley Wells. The motion was passed with aye votes by Wells, Cool, Morris, McDevitt and Andrews. Johnson abstained.

4. ACTION ITEMS

C. FAA Grant Agreement – Taxiway A-4 Realignment Design

This item was presented by Mike Willingham. There was a motion by Craig Johnson to approve and a second by Carl Cool. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, McDevitt, and Andrews.

D. Engagement Letter - CliftonLarsonAllen - Audit 2021

This item was presented by Mike Willingham. There was a motion by Craig Johnson to approve and a second by Mark Andrews. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, McDevitt, and Andrews.

E. Consent to Leasehold Mortgage - CitraPac

This item was presented by Bob Swaine. Greg Harshman from CitraPac gave the Board an update on CitraPac business. There was a motion by Mark Andrews to approve and a second by Terrill Morris. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, McDevitt, and Andrews.

F. Resolution 21-07 Approving Budget Amendment S21-06

This item was presented by Colleen Plonsky. There was a motion by Carl Cool to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, McDevitt, and Andrews.

5. DIRECTOR REPORT

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

6. BOARD OF DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

8-19-21

Chairman adjourned meeting at 1:20pm.

Mike Willingham, Executive Director

Approved by Board

Invoices Paid In July 2021 Presented In August 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUN	DESCRIPTION
07/06/21	Air & Electrical Services, Inc.		SAA: After Hours Service Call - A/C Not Working at Aeromed, Clogged Drain Line and Dirty Drain Pan
07/06/21	Bugs Bee-Ware Exterminating, Inc.	\$100.00	SAA: Plant & Shrub Care at Bidgs. 103 & 104
07/06/21	Bugs Bee-Ware Exterminating, Inc.	\$175.00	SAA: Monthly Plant & Shrub Care - Terminal
07/06/21	Central Security & Electrical, Inc.	\$210.00	SAA: Six Months Fire Alarm System Monitoring July 2021 - December 2021
	Cintas	\$559.76	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms
07/06/21			Ifor Five Employees: FBO Red Mats
	Coastal MRO	\$47.00	SAA: Pre-Employment Screening for 1 FBO Employees
	Copy Life Inc	\$124.94	SAA/FBO: June 2021 Copies
07/06/21	Daniels Cleaning and Maintenance, Inc.	\$3,225.00	SAA/FBO: Cleaning Services in Terminal Bidg. & Insurance for Compliance
07/06/21	Department of Management Services	\$293.55	SAA/FBO: Telephone Service: May 2021 Audio, Long Distance and Local Service
07/06/21	Paul's Plantscapes - Paul Valladares Jr.	\$270.00	SAA/FBO: July 2021 Plant Service
07/06/21	Pitney Bowes Giobal Financial	\$179.43	SAA: Quarterly Lease of Postage Machine
07/06/21	Rapid Systems	\$104.99	SAA: July 2021 Internet Service - Ex. Assistant Home Office
	TechHouse:intergrated	\$473.75	SAA: General IT Support; Issues with SharePoint, Outlook, Router Configuration for Bey's Home Office, Cyber
07/06/21			Renewal Insurance Checklist meeting with Colleen, Check/Enable BitLocker on 4 PC's
07/06/21	Titan Mobile Detailing	\$2,950.00	SAA/FBO: Mobile Detailing, Exterior Tank Buffing & Adhesive Removal of Jet-A & AvGas Trucks
07/13/21	JDI Data	\$2,160.00	SAA: CTrax Software - On-boarding Fee, Setup, Training for Certificates of Insurance Compliance, Expiration Dates
A771/A/A4			land Verification of Coverages
07/13/21	Tech House:Intergrated	\$187.50	SAA: General IT Support; Check Browser for Updates, SharePoint Issues, L200 Project Management, Setup Two
07/40/04			INew Users, Email Reset
07/13/21	U.S. Department of Agriculture	\$598.69	SAA: Wildlife Hazard Management
	Agilitech Solutions LLC	\$14.40	SAA/CRA: Document Remediation Services - SAA & CRA Board Agenda
	Agilitech Solutions LLC	\$9.60	SAA: Document Remediation Services - Resolution 09-06 Code of Conduct
	Big Messages LLC	\$152.00	SAA: After Hours Telephone Answering Service
07720/21	Federal Express Corporation	\$8.51	SAA: Express Shipping Charges
07/20/21	Long's Air Conditioning, Inc.	\$285.00	SAA: Monthly Service Inspection Completed; Bypassed Air Flow Sensor, Mini Split Line Needs to be Insulated,
	Cintas Corporation No 2	D47.70	Serviced All Units
	Hicks Oil Company, Inc.	\$47.76	FBO: First Aid Cabinet Supply Replenished
	Raider Environmental Services	\$2,362.43	SAA/FBO: Diesel Fuel Purchased for Fuel Farm; Diesel Fuel Purchased for Sebring Terminal Building Generators
07/20/21	Sebring Airport Authority	\$200.00	FBO: Recycled Used Oil from KSEF (6.22.21)
07/23/21	Petty Cash Reimbursement	\$13,300.07	FBO: June 2021 FBO Expenses Due July to SAA for Reimbursement
	Bryant Miller Olive P.A.		FBO: Petty Cash Reconciliation July 2021
	DD Max Maintenance	\$435.00	SAA: June 2021 Legal Services
	Mid-State Fire Equipment	Φ425.UU Φ296.50	SAA: Pressure Washed Gutters on Terminal Building
07/27/21	Mid-State Fire Equipment	Φ∠00.5U Φ6.094.50	SAA: Runway Cafe Fire System Maintenance
07/27/21	Mid-State Fire Equipment	\$0,004.5U	SAA/FBO: Annual Fire Extinguisher Maintenance Inspection
07/27/21	Mid-State Fire Equipment	\$01,UU \$07,00	FBO: Fire Extinguisher Velcro Covers for FBO Fuel Farm
	Risk Management Associates Inc	\$6,029,00	SAA: High Pressure Hydrotest, CO2 Recharge, O-Ring
07/27/21	Titan Mobile Detailing	\$600.00	SAA: Privacy & Network Liability Insurance 8/02/2021 - 8/02/2022; Policy #C-4LWN-099243-CYBER-2021
07/27/21	Luis A. Pratts	\$210.00	SAA: Cleaning, Painting & Sealing to Terminal Building Propane Tank for Generator
-11=115 I	seemer t. 1 1 QUID	φ <u>2 10.00</u>	FBO: Travel Reimbursement for Mileage to APBR

TOTAL PAID INVOICES: \$43,587.64

July 2021 P-Cards

Purchase Date	Vendor Name	Amount	GL: Description
7/1/2021	SHELL OIL 57542517701	\$40.50	SAA: Fuel for Security Vehicle
7/2/2021	AMERICAN MESSAGING	\$3.36	FBO: Monthly Emergency Beeper Service
7/2/2021	SHELL OIL 57542517701	\$67.00	SAA: Fuel for Maintenance Truck
7/2/2021	AMZN Mktp US 290CA2F42	\$31.94	SAA: Replacement Heavy Duty Riveter for Repairing T-Hangar Panels
7/2/2021	Amazon.com 292B694S2	\$49.99	SAA: Computer Keyboard
7/3/2021	SHELL OIL 57542517701	\$25.79	FBO: Fuel for Courtesy Town Car
7/3/2021	LOWES #02224	\$67.54	FBO: Various 1 Inch Piping Components for Creation of Sump System Return for UL94 Fuel
7/0/0004	OUT 1 OU 575 (07)		Tank
7/3/2021	SHELL OIL 57542517701		SAA: Fuel for Security Vehicle
7/4/2021	SHELL OIL 57542517701		SAA: Fuel for Security Vehicle
7/5/2021	TRIANGLE HARDWARE	\$99.10	FBO: Various Piping Components for Creation of Sump System Return for UL94 Fuel Tank
7/6/2021	DISH NETWORK-ONE TIME	\$121.32	FBO: Monthly Satellite Service for Pilot's Lounge - July 2021
7/7/2021 7/7/2021	AMZN Mktp US 290H890B2	\$69.00	FBO: Stainless Steel Bucket for Use during Fuel Sump QC
7/7/2021	AMZN Mktp US 297XP2IB1	\$291.08	FBO: Multiple Items for Use by FBO or Resale to FBO Customers
	SHELL OIL 57542517701	\$42.08	FBO: Fuel for Courtesy Chevy Tahoe
7/7/2021	LOCKWOOD AVIATION SUPPLY	\$50.30	FBO: Filter Funnel for Creation of Sump System Return for UL94 Fuel Tank
111/2021	LOWES #02224	\$12.94	FBO: Various Piping Components for Creation of New UL94 Transfer Pump Connection
7/7/2021	TRACTOR-SUPPLY-CO #0510		System FROM 145V First Transfer Brown and the decided to the second state of the seco
	IN INTRADYN	00.000 00.000	FBO: 115V Fuel Transfer Pump and Hardware for UL94 Transfer
	WCI SEBRING HAULING	\$300,00 \$470.00	SAA: Annual Subscription to Capture Social Media Posts SAA/FBO: Monthly Waste Collection July 2021
	FIS OUTDOOR	#47U.UU @4@ @2	SAA: Fittings for Fuel Farm Sump
	IN EBRIDGE, INC	\$10.02 \$175.00	SAA: Monthly Fee for Record Retention
	GG III SAVE A LOT #	\$55.80	FBO: Water Bottles Purchased for FBO Customers and Staff
	SHELL OIL 57542517701	\$34.00	FBO: Fuel for Courtesy Chevy Tahoe
	TRIANGLE HARDVVARE	\$33.98	FBO: Two 2.5 Inch to 2 inch Reducer Bushings for Installation of New Farm Tank Hose at
		400,00	APBR
7/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
	WWW.SENTRYLINK.COM	\$19.95	FBO: Employee Background Check
	TRACTOR-SUPPLY-CO #0510	\$104.99	FBO: Replacement Passenger Seat for Airport Gator Vehicle
7/12/2021	RACEWAY 994 53609947	\$69.00	SAA: Fuel for Maintenance Truck
	APEX OFFICE PRODUCTS INC	\$96.53	SAA/FBO: 1/3 Cut File Folders, Popup Notes, Copy Paper
	TRACTOR-SUPPLY-CO #0510	\$104.99	FBO: Replacement Driver Seat for Airport Gator Vehicle
7/13/2021	YARBROUGH TIRE & SERVICE	\$358.80 أ	FBO: Five Tires Purchased for Runway X Trailers
	COWPOKESS WATERING HOLE	\$64.68	SAA: Ex. Director and Assistant Lunch Meeting - General Airport Planning
	REPUBLIC SERVICES TRASH	\$211.88	SAA/FBO: Monthly Recycling Service - July 2021
7/13/2021	APEX OFFICE PRODUCTS INC	\$28.12	SAA/FBO: Sharpies Black, Receipt Cash Book
7/13/2021	TRTAX&ACTGPRO FESSIONAL	\$276.00	SAA: Monthly Subscription Fixed Asset Software
	KOHLS #0799	\$30.00	FBO: Black Neck Tie for Male FBO Office Staff Use
	THE MENS WEARHOUSE #3310	\$486.00	BO: Eight Dress Shirts and Two Vests for Male FBO Office Staff Use
	TRIANGLE HARDWARE		FBO: AvGas Fuel Truck Part
1114/2021	VERIZONWRLSS RTCCR VB	\$1,282.14	SAA/FBO: Monthly Mobile Service - June 2021

July 2021 P-Cards

Purchase Date	Vendor Name	Amount	GL: Description
7/14/2021	THE HOME DEPOT #6340	\$7.94	SAA: Bulbs for Cafe
7/15/2021	AVIATION LABORATORIES IN	\$854.00	FBO: FSH Fuel Additive for Jet-A Fuel Sales
7/15/2021	CELLULAR SALES CF-27		FBO: Liquid Glass Screen Protector for Tab S5e FBO Tablet used with AvGas Fuel Truck
7/15/2021	APEX OFFICE PRODUCTS INC	\$46,54	SAA: Storage Boxes, 2 - 4" Binders
7/16/2021	RACEWAY 994 53609947	\$74.02	SAA: Fuel for Maintenance Truck
7/16/2021	YARBROUGH TIRE & SERVICE	\$458.91	SAA: Golf Cart Tires
7/20/2021	SHELL OIL 57542517701		FBO: Fuel for Courtesy Town Car
7/20/2021	SQ CELL PHONE REPAIR SEB	\$269.99	FBO: Replacement Screen Installed on Damaged Tab S5e (Jet-A) Tablet
7/20/2021	CELLULAR SALES CF-27	\$49.99	FBO: Liquid Glass Screen Protector for Tab S5e FBO Tablet used with Jet-A Fuel Truck
7/21/2021	HYATT REG JACKSONVILLE	\$618.96	SAA: F! Airport Council Conference - Airport Manager
7/22/2021	LOOPNET INC		SAA: Online SAA Realty Listing Company
7/26/2021	AMZN Mktp US 2P94K5ZO1	\$239.63	FBO: Two Stainless Steel Buckets for Fuel QC; Tools for Line Technician Use
7/26/2021	OFFICE DEPOT #2362		FBO: Scotch Tape for FBO Use
7/26/2021	TRACTOR-SUPPLY-CO #0510	\$246.95	FBO: Two Replacement Seats for Airports 2nd Gator Vehicle; Mosquito Repellent for Staff
7/26/2021 7/26/2021	PCH INTELIUS 888-240-7714	\$24.86	SAA: Monthly Subscription Background Check Software
7/26/2021	AMERICAN MESSAGING	\$31.18	SAA: Monthly Emergency Beeper Service
7/28/2021	RACEWAY 994 53609947 BOLO TACTICAL SUPPLY		SAA: Fuel for Maintenance Truck
7/28/2021	SHELL OIL 57542517701	\$34.58	FBO: Electrolyte Water Additive - Airport Staff SAA: Fuel for Security Vehicle
7/28/2021	THE HOME DEPOT #6340		FBO: Terry Towels and Trash Bags for Airport Staff Use
7/28/2021	ASTM FEES/PUBLICATIONS	\$61.90 \$58.00	FBO: ASTM D1655-21a Replaces Previous Versions as Required to Maintain compliance with
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, is this telest obeto, thousand	ψ30.00	Military Fuel Contract
7/28/2021	SEBRINGS SIGNS AND SHIRTS		SAA: Engraved Name Plate for County Commission Liasion
7/29/2021	AMZN Mktp US 2P5TA5450	\$529.00	FBO: Dyson V10 Stick Vacuum for FBO Staff and Aircraft Customer Use
7/29/2021	W & W LMB LAKE PLACID	\$38.98	SAA: Towel Racks - Restroom
7/30/2021	SHELL OIL 57542517701		FBO: Fuel for Courtesy Chevy Tahoe
7/30/2021	U-HAULDISCOUNT MINI STG O		SAA: Moving SAA Furniture/Picture
7/30/2021	COLE AUTO SUPPLY INC		SAA: Light Bulbs for Fuel Trucks
7/30/2021	TRACTOR-SUPPLY-CO #0510	\$11.99	SAA: Tail Light for Jet Truck
	WWW.SENTRYLINK.COM	\$19.95	SAA: Background Check New Commercial Hangar Tenant
	WWW.SENTRYLINK.COM	\$19.95	SAA: Background Check New Commercial Hangar Tenant
	WWW.SENTRYLINK.COM		SAA: Background Check New Commercial Hangar Tenant
	ALLEN ENTERPRISES INC		SAA: Runway Lighting
8/3/2021	ALAN JAY CHEVY BUICK GMC	\$742.29	SAA: Service And Breaks For 2014 Tahoe

Total Due: \$11,706.41

Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 8/11/2021 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ALLIED Universal Prot	ection Servic	e, LLC							
11630431 AUG 2021	7/31/2021	8/30/2021	5,598.25	5,598.25	0.00	0.00	0.00	0.00	SAA: July 2021 Security Service (7.18 - 7.31)
	Vendor ALI	LIED Totals:	5,598.25	5,598.25	0.00	0.00	0.00	0.00	
ATKINS Atkins									
1954737 WILD	7/31/2021	8/30/2021	9,035.51	9,035.51	0.00	0.00	0.00	0.00	SAA: July 2021 Wildlife Hazard Assessment - Grant Reimbursed
1954738 OC	7/31/2021	8/30/2021	33,344.24	33,344.24	0.00	0.00	0.00	0.00	SAA: July 2021 General On-Call Services
	Vendor ATK	(INS Totals:	42,379.75	42,379.75	0.00	0.00	0.00	0.00	
AVCON Avcon, Inc.									
120584	7/31/2021	8/30/2021	9,773.00	9,773.00	0.00	0.00	0.00	0.00	SAA: July 2021 General On-Call Services
	Vendor AV	CON Totals:	9,773.00	9,773.00	0.00	0.00	0.00	0.00	
BRYANT Bryant Miller	Olive P.A.								
75642	7/31/2021	8/30/2021	35.00	35.00	0.00	0.00	0.00	0.00	SAA: July 2021 Legal Services
	Vendor BRY	ANT Totals:	35.00	35.00	0.00	0.00	0.00	0.00	
CALEUS Mathias Hutz	enlaub								
409 - JULY 2021	7/31/2021	8/30/2021	4,169.50	4,169.50	0.00	0.00	0.00	0.00	SAA: June 2021 Security Service (07.01 - 07.18)
	Vendor CAL	EUS Totals:	4,169.50	4,169.50	0.00	0.00	0.00	0.00	
CINTAS Cintas									
4091257800	7/28/2021	8/27/2021	630.33	630.33	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Scap/Disp, GermX/Disp; FBO Uniforms for Employees
4091921960	8/1/2021	8/31/2021	294.33	294.33	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees, Red Mats for FBO.
4092565316	8/11/2021	9/10/2021	616.87	616.87	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
		ITAS Totals:	1,541.53	1,541.53	0.00	0.00	0.00	0.00	
DIANARI Diana Ries D	-								
13680 JULY 2021	7/31/2021	8/30/2021	1,099.64	1,099.64	0.00	0.00	0.00	0.00	SAA/CRA: July 2021 Website Updates
	Vendor DIAN	NARI Totals:	1,099.64	1,099.64	0.00	0.00	0.00	0.00	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 8/11/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
FEC Federal Express	Corporation								
7-448-23183	7/27/2021	9/10/2021	27.56	27.56	0.00	0.00	0.00	0.00	SAA: Express Shipping
	Vendor	FEC Totals:	27.56	27.56	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn S	Service								
1737 AUG 2021	8/1/2021	8/31/2021	7,750.00	7,750.00	0.00	0.00	0.00	0.00	SAA: July 2021 Lawn & Landscape Care
	Vendor JA	CKS Totals:	7,750.00	7,750.00	0.00	0.00	0.00	0.00	
NYHART The Howard	E Nyhart Com	pany in							
0169473	7/31/2021	8/30/2021	900.00	900.00	0.00	0.00	0.00	0.00	SAA: Professional Services through 7.31.21 - GASB 75 OPEB Reporting - 50% Upfront Billing
	Vendor NYH	ART Totals:	900.00	900.00	0.00	0.00	0.00	0.00	
SHUTTS Shutts & Bo	wen, LLP								
1564584 SF	7/31/2021	8/30/2021	3,300.00	3,300.00	0.00	0.00	0.00	0.00	SAA: July 2021 Star Farms - Grant Reimbursed
156 4586 CIT Y	7/31/2021	8/30/2021	231.00	231.00	0.00	0.00	0.00	0.00	SAA: July 2021 Legal Services
	Vendor SHU	TTS Totals:	3,531.00	3,531.00	0.00	0.00	0.00	0.00	
SWAINE Swaine, Har	ris & Wohl, P.A	λ.							
3498 OC	7/31/2021	8/30/2021	4,091.50	4,091.50	0.00	0.00	0.00	0.00	SAA: July 2021 General On-Call Services
	Vendor SW	NE Totals:	4,091.50	4,091.50	0.00	0.00	0.00	0.00	
	Re	port Totals:	81,279.23	81,279.23	0.00	0.00	0.00	0.00	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 8/11/2021
Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Asc	ent Aviation 6	Sroup							
763751	7/3/2021	8/17/2021	6,857.45	0.00	6,857.45	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
769327	7/26/2021	9/9/2021	18,740.17	18,740.17	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
770530	7/28/2021	8/17/2021	18,870.93	18,870.93	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
771270	8/2/2021	9/16/2021	19,280.91	19,280.91	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
771271	8/3/2021	9/17/2021	18,662.47	18,662.47	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
771272	8/4/2021	9/18/2021	19,919.82	19,919.82	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
771274	7/30/2021	9/13/2021	18,732.55	18,732.55	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
M257357	7/27/2021	8/16/2021	200.91	200.91	0.00	0.00	0.00	0.00	FBO: WingPoints Issued through 07.27.21
S026456	8/1/2021	8/21/2021	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Desktop Service Fee for Software - Aug 2021
	Vendor ASC	ENT Totals:	121,562.71	114,705.26	6,857.45	0.00	0.00	0.00	
SAA Sebring	Airport Autho	rity							
JULY 2021	7/30/2021	7/30/2021	22,077.57	22,077.57	0.00	0.00	0.00	0.00	FBO: July 2021 Expenses Due August 2021
	Vendor S	SAA Totals:	22,077.57	22,077.57	0.00	0.00	0.00	0.00	
	Re	port Totals:	143,640.28	136,782.83	6,857.45	0.00	0.00	0.00	

SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

MEETING DATE:	August 19, 2021
PRESENTER:	Mike Willingham
AGENDA ITEM:	AVCON Contract – Resident Project Representative (RPR)\ Phase II (continued) Rail Project
record for this project. Becau engineer cannot perform Res AVCON will perform RPR s	AVCON will provide RPR services to Airport during Phase of Rail Replacement Project. Atkins is design engineer of use of changes made by the Florida legislature, project design ident Project Representative (RPR) Services. Therefore, ervices and Atkins will provide construction phase services for in the field regarding plans and specifications.
This contract is completely for	unded by FDOT grant funds.
REQUESTED MOTION: execute same.	Move to approve and authorize the Executive Director to
BOARD ACTION:	
X APPROVED DENIED DEFERRED OTHER	

CONSULTANT SERVICES AUTHORIZATION FOR RESIDENT PROJECT REPRESENTATIVE SERVICES FOR THE TRACK RECONSTRUCTION - PACKAGE 2 (BID ALT 2) PROJECT AT SEBRING REGIONAL AIRPORT BETWEEN SEBRING AIRPORT AUTHORITY AND AVCON, INC.

This CONSULTANT SERVICES AUTHORIZATION ("CSA") is made this 19th day of August, 2021 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") pursuant to the Contract for Continuing Services executed by the parties on May 21, 2020. The parties hereto agree as follows:

- 1. <u>AUTHORIZATION</u>. 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.
- 2. <u>PREMISE</u>. The AUTHORITY contracted with Atkins North America, Inc. 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 has contracted with American Railroad Industries, Inc. ("Contractor") for the Package 2 construction, which includes a Base Bid, Bid Alternative 1, and Bid Alternative 2.

AUTHORITY and CONSULTANT entered into a Contract for Resident Project Representative Services for the RFQ Track Reconstruction – Package 2 Project at Sebring Regional Airport, dated January 21, 2021, pursuant to which CONSULTANT provided construction management / administration and resident project representative services during construction of the Base Bid and a portion of Bid Alternative 1.

- 3. <u>SERVICES</u>. AUTHORITY is in need of construction administration and resident project representative services for the construction of the unfinished portion of Bid Alternative 1 and for Bid Alternative 2 (the "Project"), and CONSULTANT desires to perform that work. The services are more particularly described in Attachment No. 1 Proposed Scope of Work, and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA 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.
- 4. <u>COMPENSATION AND PAYMENT</u>. The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Forty-Four Thousand Nine Hundred Seventy-Six Dollars (\$44,976.00) 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 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.
- 5. <u>COMMENCEMENT AND COMPLETION DATES</u>. CONSULTANT hereby agrees to commence work under this CSA when the Contractor begins work and to continue work until the Project is complete. An estimated duration for procurement, construction, and completion and acceptance of the Project is set forth in Attachment No. 1.
- 6. <u>TERMINATION</u>. This CSA 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 CSA 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 CSA, 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.
- 7. <u>KEY PERSONNEL ASSIGNMENT</u>. The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this CSA: Craig Sucich, PE Project/Construction Manager.

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

WITNESSES:	SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida By:
Printed Name: Beverly K. Glarner Printed Name: College Honsk	Peter H. McDevitt, its Chairman, or Mark Andrews, its Vice Chair, or Mike Willingham, its Executive Director
	Attest: Carl Cool, its Secretary or Sidney Valentine, its Asst. Secretary (Corporate Seal)

WITNESSES:

CONSULTANT: AVCON, INC., a Florida corporation

Printed Name: Joann Johnson

By: Sandeep Singh, its President

Printed Name: James A. Kriss

(Corporate Seal)



ATTACHMENT NO. 1 PROPOSED SCOPE OF WORK PROFESSIONAL ENGINEERING SERVICES ADDITIONAL CONSTRUCTION PHASE SERVICES TRACK RECONSTRUCTION – ADD ALTERNATES 1 & 2 SEBRING REGIONAL AIRPORT SEBRING, FLORIDA May 2021

This scope of services covers additional construction phase services required to complete Add Alternates 1 & 2 for the Track Reconstruction 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.

Phase 1 of the project was completed in 2020. Phase 2 is currently in progress, and the base bid and a portion of add alternate 1 are scheduled to be completed in June 2021. The remaining 2/3 of Add Alternate 1 and Add Alternate 2 are being awarded to American Rail in May/June 2021.

The intent of this scope is to provide additional professional construction management/administration and resident project representative (RPR) during construction through the completion of the project. Construction is scheduled to start in September 2021. The construction duration for the project is 190 (100 - Procurement, 90 - Construction) calendar days from the notice to proceed to substantial completion, plus an additional 30 calendar days for final completion and acceptance.

Construction Team

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



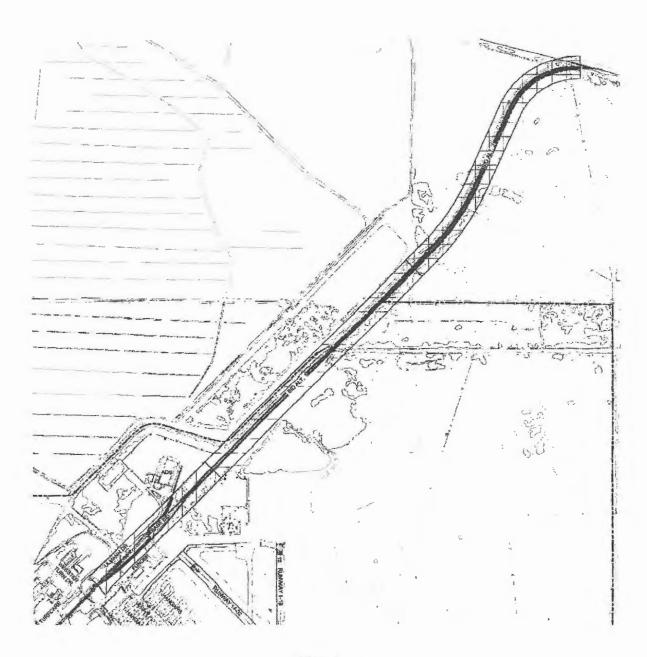


Figure 1



SCOPE OF WORK

Construction Administration Services

- > 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.
- > 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".

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 project is 190 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 26 weeks of contract time. The first 100 calendar days will be for procurement of materials. Based on recent experience with this contractor, it is assumed that there will be one (1) full time (6 days per week @ 12 hours/day) RPR required for 90 calendar days. Actual time on site may vary from week to week based on the Contractor's work schedule, but it has been shown that the Contractor will work 7-10 days straight without a break.

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.

- This effort is a continuation of the existing Bid Package 2 scope of work. Change
 Order #02 is being issued to the Contractor to add the remaining scope of work to
 complete the project. AVCON is providing the attached scope and fee to provide RPR
 service in conjunction with the Change Order #02 scope of work.
- 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.

- 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.
- 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.
- 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).



- 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 - ADD ALT'S 2 & 3

SEBRING REGIONAL AIRPORT BREAKDOWN OF LUMP SUM FEE

14.	M	2	11.	20

14-May-20														
Position	01, 110,00	Sr. Project Manager (Construction Manager)		Manager	Project E	ingineer	Sr. Desig	ner/Tech.	,	PR	Administ	rative	Total	
Rate (FR(cour):	214 \$	/HR	175	175 \$/HR		105 \$/HR		95 S/HR		S/HR	65 \$	HR		
	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost
LABOR - BASIC SERVICES														
Construction Administration Phase														14,368.00
construction (funcing agency accordination, review progress reports, wage rate surveys, certified payrells, communication with the Contractor, desurmentation of RPR information, etc.)	36	7,704.00	0	s .		s -		5 -	0	s -	24	1,560,00	60 5	9,300.00
Final review of Contractor monthly pay applications, including recommendation letters for payment	4 5	856.00	0	s -		5 -		\$ -	0	5 -	0 5		4 5	900,000
Prepare and negotiale Change Orders, Supplemental Agreements, and review and approval of field directive changes.	. 6 1	1,284.00	0	s .		\$ -		\$.	a	5 -	4 5	260,00	10 \$	1,600.00
Perform Pre-Final Inspection; prepare punchise of outstanding items and provide to Cantractor	4 1	856.00	0	s .	0	s -		\$ -	0	\$ -	2 5	428.00	6 5	1,284.00
Perform Final Inspection to ensure all punchist items were addressed and determine if the project is roady for acceptance by the Client	4 5	856.00	0	\$	0	\$ -	ALL PROPERTY OF THE PERSON NAMED IN	\$ -	0	\$	2 5	428,00	6 5	1,284.00
Sub-Total Basic Bervices (Labor)	54 \$	11,556,00	0	\$.	0	\$.		\$ -	0	\$.	32 1	2,676,00	86 \$	14,388.00

Sub-Total Special Services (Labor)	2 \$	428.00	5	W		0 \$		0 \$	A STATE OF THE PARTY OF THE PAR	27	2 \$	29,920.00		4 \$	260.00	278	\$	30,606.00
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.	2 \$	428.00	 \$		****	0 3		0 \$			\$			4 \$	260.00	6	s	688.0
Project Clase-Out Report			 -			-	 	-			-		· · · · · · · · · · · · · · · · · · ·	-			\$	688.00
Prepara Material Testing (QA) subconsultant scope, review propossibles, and review/approve invoicing.	0 \$	-	 5			0 3		0 \$			\$			0 \$		0	ş	
Control & Testing of Construction Materials - Labor Only - See below for Expenses			 -			-	 	1						-			3	-
Onste (6 DAYS PER WEEK/12 HOURS PER DAY (LABOR ONLY - 800 below for Expenses)	0 5	-	 5			0 \$		0 8		272	\$	29,920.00		o s		272	5	29,920.00
Resident Project Representative/Inspection -			 _			-		-	-		-			-			\$	29,920.00
LABOR - SPECIAL SERVICES			 T								T-			Т-				

ATTACHMENT NO. 2 - ENGINEER'S COMPENSATION

		CON		HASE SERVICE		RECONSTRUC		LT'\$ 2 & 3					
				BREAKD	OWN OF LUI	MP SUM FEE							
(4-May-26													
EXPENSES													
BASIC SERVICES				T									
TRAVEL - CONSULTANT													
CONSTRUCTION													
(From: Orlando; To: SEF) = 220 ml RT			0	Trips @ 220	0.54	per mile	SUBTOTAL	TRAVEL		3 -	-	\$	
SPECIAL SERVICES													
RPR Expanses													
RPR Vehicle		0	Months	œ	\$ 850,00		E			\$ -			
Lodging		0	Months	0	\$ 1,000.00	-	=			\$.	-		
Per Diemi		0	Days/wk for	12 weeks @	\$ 45.00	per day	-			\$ -			
							SUBTOTAL -	RPR EXPENS	E6		2	\$	-
SUBCONSULTANTS Expenses													
							SUBTOTAL -	SUBCONSUL!	TANT FEES		=	\$	*
						SUBTOTAL SPECIAL SERVICES (EXPENSES) = \$ -				-			
						SUBTOTAL EXPENSES - \$			\$.				
						TOTAL LUMP SUM FEE = \$ 44,976.							

SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

August 19, 2021

MEETING DATE:

PRESENTER:	Mike Willingham					
AGENDA ITEM:	Atkins Contract – Construction Phase Services Phase II (continued). Rail Project					
changes made by the Florida Project Representative (RPR Atkins as Engineer of Record	Atkins provided construction phase services to Airport of SEF full depth Rail Replacement Project. Because of legislature, project design engineer cannot perform Resident Services. Therefore, Avcon will perform RPR services, and d, will provide construction phase services for any questions garding plans and specifications. This contract is completely services.					
REQUESTED MOTION: Move to approve and authorize the Executive Director to execute same.						
BOARD ACTION:						
APPROVED DENIED DEFERRED OTHER						

CONSULTANT SERVICES AUTHORIZATION FOR CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR THE TRACK RECONSTRUCTION - PACKAGE 2 (BID ALT 2) PROJECT AT SEBRING REGIONAL AIRPORT BETWEEN SEBRING AIRPORT AUTHORITY AND ATKINS NORTH AMERICA, INC.

This CONSULTANT SERVICES AUTHORIZATION ("CSA") is made this __19th day of August, 2021 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") pursuant to the Contract for Continuing Services executed by the parties on May 21, 2020. The parties hereto agree as follows:

- 1. <u>AUTHORIZATION</u>. 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.
- 2. PREMISE. By separate contract, the AUTHORITY contracted with 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 contracted with American Railroad Industries, Inc. ("Contractor") for the Package 2 construction, which includes a Base Bid, Bid Alternative 1, and Bid Alternative 2. AUTHORITY and CONSULTANT previously entered into a Contract for Construction Phase Services for the Track Reconstruction Package 2 Project at the Sebring Regional Airport, dated January 21, 2021, pursuant to which CONSULTANT provided professional services as set forth therein.
- 3. <u>SERVICES</u>. AUTHORITY is in need of professional services for the administration and technical support during construction and the preparation of closeout documents and record drawings for the unfinished portion of Bid Alternative 1 and for Bid Alternative 2 (the "Project"), and CONSULTANT desires to perform that work. The services are more particularly described in Attachment A Scope of Work, and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA 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.

AUTHORITY has separately contracted with AVCON, Inc. for resident project representative services and CONSULTANT is not providing those services.

4. <u>COMPENSATION AND PAYMENT</u>. The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Forty-Two Thousand Six Hundred Seventy Dollars (\$42,670.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors, as described on Attachment C. The price is based on the assumptions included on Attachment B.

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 must approve each payment request. Each payment application shall also:

- 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.
- 5. <u>COMMENCEMENT AND COMPLETION DATES.</u> CONSULTANT hereby agrees to commence work under this CSA when the Contractor begins work and to continue work until the Project is complete. Estimated start date and duration for the Project is set forth in Attachment A.
- 6. <u>TERMINATION</u>. This CSA 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 CSA 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 CSA, 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.
 - Continue and complete all parts of the work that have not been terminated.
- 7. <u>KEY PERSONNEL ASSIGNMENT</u>. The CONSULTANT agrees to assign the following key personnel required to perform the services unnecessary under this CSA: *Kevin McCauley*, *P.E.*

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

Printed Name:

Beverly K. Glarner

Printed Name:

Description

Beverly K. Glarner

Printed Name:

Description

Beverly K. Glarner

Attestrum

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SEAL

Description

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WITNESSES:

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

By:

Thomas E. Roda, its Division Manager

Bat X

ATTACHMENT A

SCOPE OF WORK

CONSTRUCTION PHASE SERVICES FOR TRACK RECONSTRUCTION – PHASE 2 AT SEBRING REGIONAL AIRPORT SEBRING, FLORIDA

AMENDMENT 1 MAY 2021

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. Under a previous task authorization, the construction phase services were completed for the Base Bid and a portion of Bid Alternate 1 for Phase 2. The scope of work within this proposal is for construction phase services associated with the remaining Bid Alternate 1 work along with Bid Alternate 2 of the project. Construction is anticipated to start in September 2021.

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 remaining portion of Phase 2 of the Track Reconstruction at Sebring Airport through the duration of construction. Due to additional project funding from FDOT, the outstanding work in Bid Alternate 1 and Bid Alternate 2 will be awarded to the contractor. Construction is anticipated to start in September 2021.

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 60 calendar days from the notice to

Page 1 of 6 May 2021

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 three (3) 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.

Page 2 of 6 May 2021

Task 2: Preparation of Conformed Documents

Not Applicable: this scope of work has been completed as part of the previous task authorization.

Task 3: Site Visits and Inspections

The CONSULTANT's PM and/or appropriate technical leads will 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 Partial Acceptance Inspections, Substantial Completion Inspection, and Final Inspection):

- Project Manager 4
- Civil/Track Engineer 2

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 60 calendar days from the notice to proceed to substantial completion of construction plus an additional 30 calendar days for project closeout. The additional FDOT funding available to complete the project will include the remaining portion of Bid Alternate 1 and Bid Alternate 2. The construction duration for the currently funded portion of work is three (3) months which equates to approximately 12 weeks of contract time. Therefore, for budgeting purposes, it is assumed that there will be 6 bi-weekly progress meetings held for the project.

Task 5: Shop Drawing Review

Not Applicable: this scope of work has been completed as part of the previous task authorization.

Page 3 of 6 May 2021

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

Not Applicable, this scope of work is included in the previous task authorization.

END ATTACHMENT A

Page 4 of 6 May 2021

ATTACHMENT B

BASIC ASSUMPTIONS

CONSTRUCTION PHASE SERVICES FOR TRACK RECONSTRUCTION – PHASE 2 AT SEBRING REGIONAL AIRPORT SEBRING, FLORIDA

AMENDMENT 1 MAY 2021

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.

- The fees for the provision of construction phase services are based a construction duration of three (3) 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.
- CONSULTANT will not be providing Quality Assurance (QA) testing for the project. Any QA testing will be the responsibility of the CM.

AMENDMENT 1 TO THE TRACK RECONSTRUCTION CONSTRUCTION PHASE SERVICES – PHASE 2 Sebring Regional Airport

- 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.
- 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.
- 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

Page 6 of 6 May 2021

ATTACHMENT C

MAN-HOUR FEE ESTIMATE

AMENDMENT 1 TO THE CONSTRUCTION PHASE SERVICES

FOR THE TRACK RECONSTRUCTION - PHASE 2 AT THE SEBRING AIRPORT (SEF)

MAY 2021

		PROJ. MGMT			CI	VIL -	TRACK		
	Task Description	Practice Manager	Sr. Project Manager	Admin	Sr. Eng. ili	Sr. Eng. l	Sr. Track Eng IV	Sr. Track Eng III	Total Man- Hours
Task 1	Project Administration and Coordination	4	32	8			4		48
Task 2	Preparation of Conformed Documents	NOT APPLICABLE							0
Task 3	Site Visits and Inspections		24	4		16	16		60
Task 4	Bi-Weekly Construction Meetings	<u> </u>	16	2			8		26
Task 5	Shop Drawing Review	NOT APPLICABLE						0	
Task 6	Responses to Contractor RFI's		8		2	4	4	8	26
Task 7	Preparation of Field Sketches and Supplemental Information Revisions	1	8	4	2	4	4	8	30
Task 8	Contractor Applications for Payment	Î	4						4
Task 9	FDOT/Airport Coordination and Grant Management		8						8
Task 10	Preparation of Record Documents	NOT APPLICABLE						0	
	TOTAL MAN-HOURS LABOR RATES - HOURLY SUB-TOTAL LABOR COSTS	4 \$250 \$1,000	100 \$220 \$22,000	18 \$90 \$1,620	4 \$200 \$800	24 \$145 \$3,480	36 \$245 \$8,820	16 \$200 \$3,200	202 \$40,920
		l	PM Fee:	\$ 24,620	Civil Fee:	\$ 4,280	Track Fee:	\$ 12,020	

REIMBURSABLE COSTS

PM/Civil Travel Allowance (Assumes 6 Trips @ \$250/Trip)

Postage and Courier

Printing and Publication Expenses

\$250

TOTAL FEES - PROFESSIONAL SERVICES \$42,670

SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

MEETING DATE:	August 19, 2021
PRESENTER:	Mike Willingham
AGENDA ITEM:	Haywood Taylor Resurfacing – Interlocal Agreement
BACKGROUND: Resurfacing Project for its de CRA project on the updated 2	SAA is requesting funding for the Haywood Taylor esign, engineering and bid process. This project is an approved 2015 CRA Plan.
DEOLIECTED MOTION	Management and the control of the co
	Move to approve with contingency that the CRA Board the Executive Director to execute same.
BOARD ACTION:	
X ADDDOVED	
APPROVED DENIED	
DEFERRED	
OTHER	

Prepared by and Return to:

Sebring Airport Authority 128 Authority Lane Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 19th day of August, 2021, between SEBRING AIRPORT AUTHORITY, a body politic created by Florida law (herein referred to as "SAA") and the SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA").

WHEREAS, the SAA owns and leases real property and operates an airport located at the Sebring Regional Airport and Industrial Park in Highlands County, Florida (herein referred to as the "Property"); and

WHEREAS, the CRA was formed by the Highlands County Board of County Commissioners for the purpose of assisting SAA in the development, funding and operation of the Sebring Regional Airport and Industrial Park; and

WHEREAS, the CRA has determined that the use of tax increment revenues in the Park to provide financial support for maintenance thereof is appropriate and consistent with the Community Redevelopment Plan, as updated November 19, 2015 (the "Plan"); and

WHEREAS, the SAA has requested the CRA to fund the engineering, design and bidding phase of the project entitled "Haywood Taylor Blvd Resurfacing – Phase II (CR623 to Terminal Building) (herein referred to as the "Project"), a project specifically identified in the Plan; and

WHEREAS, at a public meeting of the CRA on August 19, 2021, the CRA voted to approve the funding of the engineering and design phase of the Project; and

WHEREAS, the CRA finds that the Project will further economic development within the Park, and the Project is consistent with and in furtherance of the Plan; and

WHEREAS, the SAA and the CRA find that the Project is a reasonable and necessary undertaking for the SAA, and that financial assistance for the Project by the CRA is consistent with the purposes for which the CRA was created and with the Plan; and

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **RECITALS**. The recitals set forth above are hereby incorporated in this Project Assistance Agreement in their entirety.
- 2. <u>TERM.</u> This Interlocal Agreement will be effective as of the date of filing with the Clerk of the Circuit Court of Highlands County and will remain in effect unless terminated by either one of the parties hereto.

- 3. PROJECT ASSISTANCE PAYMENTS. The CRA finds that payment of funds in the amount of Sixty Thousand No/1 00ths Dollars (\$60,000.00) for the engineering and design phase of Project will benefit and enhance the CRA Area, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.
- 4. <u>NOTICES.</u> Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

SAA:

Sebring Airport Authority Attn.: Executive Director 128 Authority Lane Sebring, FL 33870

CRA:

Sebring Regional Airport and Industrial Park Community Redevelopment

Agency

Attn.: Chairman 128 Authority Lane Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the others of any change in its address.

- 5. <u>AMENDMENT.</u> No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.
- 6. <u>MULTIPLE ORIGINALS</u>. Multiple copies of this Agreement may be executed, each of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default by the party causing the recording to be made.
- 7. <u>HOLD HARMLESS</u>. SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the SAA's obligations contained herein to contract and supervise the Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
- 8. <u>PERMIT, LICENSES AND AGREEMENTS.</u> SAA is responsible for obtaining all permits, licenses and agreements required for the Project.
- 9. <u>RECORDS.</u> SAA shall document all expenditures of money in detail sufficient for a proper pre-audit and post-audit report. SAA shall retain all records supporting the Project costs for three (3) years after the fiscal year in which the final payment was released by the CRA, or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three (3) year record retention period.
- 10. <u>INSPECTION</u>. CRA reserves the right to inspect the Project at any reasonable time, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled and no further payments made by the CRA, if SAA refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

- 11. **EFFECTIVE**. This Interlocal Agreement has been executed pursuant to Section 163.01, Florida Statutes, and shall become effective upon execution by all parties.
- 12. <u>BENEFIT</u>. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement. The expenditure of funds by CRA is for the improvement and benefit of property located within the CRA Redevelopment Area and will benefit the CRA.
- 13. FILING EFFECTIVE DATE. As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Highlands County after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement as of the date above written.



SEBRING AIRPORT AUTHORITY, a body politic created by Florida law

By:
Mike Willingham, Executive Director
Date: 8 - 9 - 2/



SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created and operating under Part III, Chapter 163, Florida Statues

By:

Mike Willingham, Executive Director

Date: 8-19-21

SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

MEETING DATE:	August 19, 2021
PRESENTER:	Mike Willingham
AGENDA ITEM:	Interlocal Agreement – Runway 1-19 & Taxiway A Extension
BACKGROUND: Extension Project. This project.	SAA is requesting funding for Runway 1-19 & Taxiway A ject is an approved CRA project on updated 2015 CRA Plan.
	Move to approve with contingency that the CRA Board the Executive Director to execute same.
BOARD ACTION:	
XAPPROVED	
DENIED DEFERRED	
OTHER	

Prepared by and Return to:

Sebring Airport Authority 128 Authority Lane Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 19th day of August, 2021, between SEBRING AIRPORT AUTHORITY, a body politic created by Florida law (herein referred to as "SAA") and the SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA").

WHEREAS, the SAA owns and leases real property and operates an airport located at the Sebring Regional Airport and Industrial Park in Highlands County, Florida (herein referred to as the "Property"); and

WHEREAS, the CRA was formed by the Highlands County Board of County Commissioners for the purpose of assisting SAA in the development, funding and operation of the Sebring Regional Airport and Industrial Park (herein referred to as the "Park"); and

WHEREAS, the CRA has determined that the use of tax increment revenues in the Park to provide financial support for improvement thereof is appropriate and consistent with the Community Redevelopment Plan, as updated November 19, 2015 (the "Plan"); and

WHEREAS, the SAA has requested the CRA to fund the engineering, design, pre-construction and procurement phase of the project entitled "Runway 1 - 19 & Taxiway A Extension (7,000' total)" (herein referred to as the "Project"), a project specifically identified in the Plan; and

WHEREAS, at a public meeting of the CRA on August 19, 2021, the CRA voted to approve the funding of the engineering, and design, pre-construction and procurement phase of the Project; and

WHEREAS, the CRA finds that the Project will further economic development within the Park, and the Project is consistent with and in furtherance of the Plan; and

WHEREAS, the SAA and the CRA find that the Project is a reasonable and necessary undertaking for the SAA, and that financial assistance for the Project by the CRA is consistent with the purposes for which the CRA was created and with the Plan; and

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. <u>RECITALS</u>. The recitals set forth above are hereby incorporated in this Project Assistance Agreement in their entirety.
- 2. **TERM.** This Interlocal Agreement will be effective as of the date of filing with the Clerk of the Circuit Court of Highlands County and will remain in effect unless terminated by either one of the parties hereto.

- 3. PROJECT ASSISTANCE PAYMENTS. The CRA finds that payments of funds in the amount of Eight Hundred Thirty Thousand Three Hundred Forty Nine and No/100ths Dollars (\$830,349.00) for the engineering, design, pre-construction and procurement phase of Project will benefit and enhance the Park, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.
- 4. **NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or hand delivered addressed to:

SAA:

Sebring Airport Authority Attn.: Executive Director 128 Authority Lane Sebring, FL 33870

CRA:

Sebring Regional Airport and Industrial Park Community Redevelopment Agency

Attn.: Chairman 128 Authority Lane Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by hand delivery. Each party will be responsible for notifying the others of any change in its address.

- 5. **ENTIRE AGREEMENT: AMENDMENT.** This document embodies the whole agreement of the parties. There are no promises, terms or conditions other than those contained herein. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the datc hereof, and duly executed by each party.
- 6. <u>MULTIPLE ORIGINALS</u>. Multiple copies of this Agreement may be executed, each of which shall be deemed an original.
- 7. HOLD HARMLESS. SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the SAA's obligations contained herein to contract and supervise the Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
- 8. **PERMIT AND LICENSES.** SAA is responsible for obtaining all permits and licenses and agreements required for the Project.
- 9. **RECORDS**. SAA shall document all expenditures of money in detail sufficient for a proper pre-audit and post-audit report. SAA shall retain all records supporting the Project costs for three (3) years after the fiscal year in which the final payment was released by the CRA, or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three (3) year record retention period.
- 10. <u>INSPECTION</u>. CRA reserves the right to inspect the Project at any reasonable time, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled and no further payments made by the CRA, if SAA

refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

- 11. **EFFECTIVE.** This Interlocal Agreement has been executed pursuant to Section 163.01, Florida Statutes, and shall become effective upon execution by all parties.
- 12. BENEFIT. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement. The expenditure of funds by CRA is for the improvement and benefit of property located within the CRA Redevelopment Area and will benefit the CRA.
- 13. <u>FILING EFFECTIVE DATE</u>. As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Highlands County after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement as of the date above written.....



SEBRING AIRPORT AUTHORITY, a body politic created by Florida law



SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created and operating under

Part III, Chapter 163, Florida Statues

By:
Mike Willingham, Executive Director
Date: 8 - (9 - 24)

SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

MEETING DATE:	August 19, 2021
PRESENTER:	Mike Willingham
AGENDA ITEM:	Interlocal Agreement - Webster Turn Dr. Resurfacing
BACKGROUND: Resurfacing Project for its de CRA project on the updated 2	SAA is requesting funding for the Webster Turn Dr. sign, engineering and bid process. This project is an approved 2015 CRA Plan.
	Move to approve with contingency that the CRA Board the Executive Director to execute same.
OTHER	

Prepared by and Return to:

Sebring Airport Authority 128 Authority Lane Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 19th day of August, 2021, between SEBRING AIRPORT AUTHORITY, a body politic created by Florida law (herein referred to as "SAA") and the SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA").

WHEREAS, the SAA owns and leases real property and operates an airport located at the Sebring Regional Airport and Industrial Park in Highlands County, Florida (herein referred to as the "Property"); and

WHEREAS, the CRA was formed by the Highlands County Board of County Commissioners for the purpose of assisting SAA in the development, funding and operation of the Sebring Regional Airport and Industrial Park (herein referred to as the "Park"); and

WHEREAS, the CRA has determined that the use of tax increment revenues in the Park to provide financial support for maintenance and improvement thereof is appropriate and consistent with the Community Redevelopment Plan, as updated November 19, 2015 (the "Plan"); and

WHEREAS, the SAA has requested the CRA to fund the engineering, design, pre-construction and procurement phase of the project entitled "Webster Turn Dr. Resurfacing" (herein referred to as the "Project"), a project specifically identified in the Plan; and

WHEREAS, at a public meeting of the CRA on August 19, 2021, the CRA voted to approve the funding of the engineering, and design, pre-construction and procurement phase of the Project; and

WHEREAS, the CRA finds that the Project will further economic development within the Park, and the Project is consistent with and in furtherance of the Plan; and

WHEREAS, the SAA and the CRA find that the Project is a reasonable and necessary undertaking for the SAA, and that financial assistance for the Project by the CRA is consistent with the purposes for which the CRA was created and with the Plan; and

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **RECITALS.** The recitals set forth above are hereby incorporated in this Project Assistance Agreement in their entirety.
- 2. <u>TERM.</u> This Interlocal Agreement will be effective as of the date of filing with the Clerk of the Circuit Court of Highlands County and will remain in effect unless terminated by either one of the parties hereto.

- 3. **PROJECT ASSISTANCE PAYMENT**. The CRA finds that a payment of funds in the amount of One Hundred Ten Thousand No/1 00ths <u>Dollars (\$110,000.00)</u> for the engineering, design, pre-construction and procurement phase of Project will benefit and enhance the Park, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.
- 4. <u>NOTICES.</u> Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or hand delivery addressed to:

SAA:

Sebring Airport Authority Attn.: Executive Director 128 Authority Lane Sebring, FL 33870

CRA:

Sebring Regional Airport and Industrial Park Community Redevelopment Agency

Attn.: Chairman 128 Authority Lane Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by hand delivery. Each party will be responsible for notifying the others of any change in its address.

- 5. **ENTIRE AGREEMENT; AMENDMENT.** This document embodies the whole agreement of the parties. There are no promises, terms or conditions other than those contained herein. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.
- 6. <u>MULTIPLE ORIGINALS.</u> Multiple copies of this Agreement may be executed, each of which shall be deemed an original.
- 7. HOLD HARMLESS. SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the SAA's obligations contained herein to contract and supervise the Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
- 8. **PERMIT AND LICENSES.** SAA is responsible for obtaining all permits and licenses and agreements required for the Project.
- 9. <u>RECORDS.</u> SAA shall document all expenditures of money in detail sufficient for a proper pre-audit and post-audit report. SAA shall retain all records supporting the Project costs for three (3) years after the fiscal year in which the final payment was released by the CRA, or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three (3) year record retention period.
- 10. <u>INSPECTION</u>. CRA reserves the right to inspect the Project at any reasonable time, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled and no further payments made by the CRA, if SAA

refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

- 11. **EFFECTIVE.** This Interlocal Agreement has been executed pursuant to Section 163.01, Florida Statutes, and shall become effective upon execution by all parties.
- 12. BENEFIT. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement. The expenditure of funds by CRA is for the improvement and benefit of property located within the CRA Redevelopment Area and will benefit the CRA.
- 13. <u>FILING EFFECTIVE DATE</u>. As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Highlands County after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement as of the date above written.....



SEBRING AIRPORT AUTHORITY, a body politic created by Florida law



SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created and operating under

Part III, Chapter 163, Florida Statues

By:
Mike Willingham, Executive Director
Date: 8 - (9 - 24)

SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

MEETING DATE:	August 19, 2021
PRESENTER:	Mike Willingham
AGENDA ITEM:	Taxiway A4 Design - AVCON Professional Engineering Services Contract
BACKGROUND: at last month's meeting. State engineering services for the o	SAA Board approved FAA Grant for the Taxiway A4 Design ff now presents the contract with AVCON to perform lesign of that project.
execute same.	Move to approve and authorize the Executive Director to
X APPROVED DENIED DEFERRED OTHER	

CONSULTANT SERVICES AUTHORIZATION FOR PROFESSIONAL ENGINEERING SERVICES FOR TAXIWAY A4 DESIGN PROJECT AT SEBRING REGIONAL AIRPORT BETWEEN SEBRING AIRPORT AUTHORITY AND AVCON, INC.

This CONSULTANT SERVICES AUTHORIZATION ("CSA") is made this 19th day of August, 2021 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") pursuant to the Contract for Continuing Services executed by the parties on May 21, 2020. The parties hereto agree as follows:

- 1. <u>AUTHORIZATION</u>. 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.
- 2. <u>SERVICES</u>. AUTHORITY is in need of professional engineering services for the Taxiway A4 Design (the "Project"), and CONSULTANT desires to perform that work. The services are more particularly described in Exhibit A Scope of Services, and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA 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.
- 3. <u>COMPENSATION AND PAYMENT</u>. The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of One Hundred Twenty-Five Thousand Five Hundred Thirteen Dollars (\$125,513.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. The price is based on the Scope of Services included on Exhibit A.

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.
- 4. <u>COMMENCEMENT AND COMPLETION DATES</u>. CONSULTANT hereby agrees to commence work under this CSA promptly and to continue work until the Project is complete. An estimated duration for the Project is set forth in Exhibit A.
- 5. <u>TERMINATION</u>. This CSA 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 CSA 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 CSA, 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:

- 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.
- 6. <u>KEY PERSONNEL ASSIGNMENT</u>. The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this CSA: Craig Sucich, PE Project/Construction Manager.

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

WITNESSES:	SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida By:
Printed Name: College Plans (College Plans) Printed Name: Beverly K. Glarner	D. Craig Johnson, as its Chair or Pete McDevitt, as its Vice Chair Mike Willingham, its Executive Director
Printed Name: Beverly K. Glarner	A414
	Attest: Carl Cool, its Secretary or
	Mark Andrews, its Asst. Secretary
	Mark Andrews, its rest. Georgia.
	(Corporate Seal)
WITNESSES:	CONSULTANT: AVCON, INC., a Florida corporation
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Printed Name: Johnson	Sandeep Singh, its President
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EXHIBIT A

SCOPE OF SERVICES FOR

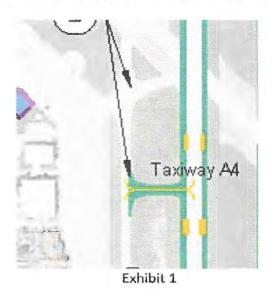
Professional Engineering Services For Taxiway A4 Design

Sebring Regional Airport (SEF)

AVCON, INC.

A. Project Description

Taxiway A4 originally was located further north, connecting Taxiway A to the intersection of Runway 1-19 and Runway 14-32. This location was not in compliance with FAA AC standards and could have been considered a "Hot Spot". In 2019/2020, the taxiway connector was demolished as part of the Apron Rehabilitation project to alleviate the "Hot Spot" condition. This design effort will replace Taxiway A4 in a more appropriate alignment (shown in Exhibit 1).



B. Project Team

The professional engineering services will be performed by the following team members:

- AVCON Project Management, Airfield Civil Engineering, Pavement Design, Airfield Lighting Design, Cost Estimating, Scheduling
- Germaine Surveying Topographical Surveying
- Madrid Engineering Geotechnical Engineering



C. Project Scope, Design Assumptions, and Limits of Work

ASPHALT PAVEMENT DESIGN

Pending the results of the geotechnical evaluation and pavement design verification, it is anticipated that the new pavement section would consist of 4-inches of P-401 asphalt on 12-inches of limerock or crushed concrete base course on 12-inches of compacted subgrade.

GEOMETRY DESIGN

Taxiway A4 will be approximately 325 ft x 50 ft wide (24,200 SF) and will connect Taxiway A with Runway 1-19, roughly at the midfield point of the runway. Taxiway A4 will be designed as a Taxiway Design Group 2 (TDG 2).

STORMWATER DRAINAGE DESIGN

The infield drainage system (between Runway 1–19 and Taxiway A) will need to be modified to accommodate Taxiway A4. This may require re-grading of the swales and relocation of drainage inlets and pipes.

AIRFIELD ELECTRICAL

The new taxiway connector will require taxiway edge lights and signage. Proposed airfield electrical associated with A4 include:

- New airfield signage for the addition of A4
- New taxiway edge lights, L-824 cable, and conduit for A4
- New duct banks and junction can plaza to maintain the existing runway circuit
- All L-824 cables shall be identified with an 18-gauge, 2" diameter stainless steel ID tag stamped with its respective circuit/loop number at all accessible locations and colored tape to identify the circuit type.
- New field lightning arrestors, which have demonstrated their value on other airfield electrical systems around the State by reducing lightning strike related damage.

The currently estimated construction cost for the project scope, design assumptions, and limits of work described above is **\$850,000**. Construction Phase Services are not included in this scope of work and will be negotiated separately.

D. SCOPE OF PROFESSIONAL SERVICES

1) Schematic Design (30%)

1.1 Project Management – Project Management will include the development of a Project Control Plan (Work Plan), which includes scope, schedule, and budget controls. AVCON will then use these tools to track the schedule, monitor budgets,

- and document progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 1.2 Project Kick-Off Meeting AVCON will prepare for and attend one (1) project kick-off meeting with the Sebring Airport Authority (SAA) and the design team to review project design goals, schedule, administrative procedures, safety requirements, and to address any questions related to the project. AVCON will provide meeting minutes and distribute to all attendees.
- 1.3 Data Collection and Review AVCON will collect, review, compile, and summarize all existing data pertaining to the project. SAA will provide AVCON will all available documentation, such as as-builts, survey data, record drawings, permits, reports, and test results. The information will be reviewed, and design assumptions will be validated. Any potential deviations from the scope of work will immediately be brought to SAA's attention.
- 1.4 Preliminary Site Visit / Visual Inspection AVCON will conduct a site investigation and visual inspection of the apron pavement and surrounding environment to validate existing as-built/record drawing information and to better understand the physical site conditions and constraints. Any potential deviations from the scope will immediately be brought to SAA's attention. A technical memo will be provided summarizing the results of the preliminary site visit and visual inspection.
- 1.5 Conduct Site Investigations AVCON will coordinate with the specialty team members, which include the Surveyor and Geotechnical Engineer. Efforts will include developing subcontract agreements, coordinating technical requirements and project goals, and location diagrams. AVCON will also coordinate with the Airport on access and potential operational impacts associated with the site investigations.
 - **1.5.1 Geotechnical Investigation** AVCON's Teammate, Madrid Engineering, will complete the field work and testing. Refer to the attached scope of work.
 - **1.5.2 Topographic Survey** AVCON's Teammate, Germaine Surveying, will complete the field work and development of base files. Refer to the attached scope of work.
- 1.6 **Review of Site Investigation Reports/Data** Review and incorporate data into 30% design documents
- 1.7 Pavement Design Define pavement design parameters and proposed pavement design methodologies. Develop the pavement design based on existing soils and materials conditions and consideration of the loading of the design aircraft.

Assess the most technically and economically appropriate alternative for the pavement rehabilitation. Coordinate the results and analysis with SAA.

1.8 **Drawing Preparation** – Drawings will be prepared in an 11" x 17" PDF format and the submittal will be made electronically to SAA. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet

Summary of Quantities

General Notes

Contract Layout Plan (Site Plan)

Horizontal and Vertical Control

Project Construction Haul Route and Staging Plan

Construction Safety and Phasing Notes

Construction Safety Phasing Plans

Demolition Plans

Geometry Plans

Airfield Electrical Plans

- 1.9 Construction Safety and Phasing Plan (CSPP) AVCON will prepare the outline CSPP. This document will be submitted to SAA and the FAA and serve as the basis for the final CSPP. It is not anticipated that a Safety Risk Management panel will be required for this project and participating in the SRM process is not included in this scope of work.
- 1.10 **Technical Specifications** AVCON will prepare an outline of technical specification needed for the project. Specifications will follow FAA format using unit cost where applicable.
- 1.11 Engineer's Report AVCON will prepare a draft engineer's report, which will include a discussion of design criteria, standards, test results, design methodology, construction sequencing, etc. This report will include data/reports from the various site investigations and direction and/or decisions provided by SAA in previous meetings/discussions.
- 1.12 Cost Estimate Development AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. At this phase of design, the estimate will carry a 20% contingency.
- 1.13 Quality Control AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to SAA prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in

advance of the formal submittal to SAA and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including markups, will accompany the design submittal.

- 1.14 **Deliverable** AVCON will package and deliver the following to SAA at the completion of the 30% design. All documents will be submitted electronically:
 - o 11"x17" plans
 - Outline of technical specifications
 - o 30% Engineer's Report
 - CSPP Outline
 - 30% Engineer's Opinion of Probable Costs
 - Quality Control Review documentation
- 30% Design Review Meeting AVCON will participate in one review meeting with SAA to review the submittal made as part of this design phase. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

2) Design Development (60%)

The information obtained during the Schematic Design Phase (30%) will be reviewed and refined during the Design Development Phase (60%). This phase will encompass the professional services required to furnish SAA with a set of 60% documents, including technical specifications, 60% drawings, construction phasing and safety plans, and cost estimates to reflect any adjustments to the project since the previous phase. These documents will be developed and prepared in accordance FAA standards and will provide sufficient detail for the review of proposed design by SAA and all other appropriate parties.

- 2.1 Project Management Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 2.2 Drawing Preparation Drawings prepared under the 30% phase will be refined and expanded to the 60% level. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets
Cover Sheet
Summary of Quantities
General Notes
Contract Layout Plan (Site Plan)



Horizontal and Vertical Control
Project Construction Haul Route and Staging Plan
Construction Safety and Phasing Notes
Construction Safety Phasing Plans
Demolition Plans
Geometry Plans
Paving Plans
Typical Sections
Grading Plans
Marking Plans and Details
Airfield Electrical Plans
Airfield Electrical Details
Vault plans and details (if necessary)

- 2.3 Technical Specifications AVCON will prepare 60% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications shall conform to the latest FAA Advisory Circular. Changes to the specifications that do not warrant an FAA Modification of Standards (MOS) will be identified by strike-through and bold-italic text. This task will include submitting a request to the FAA for Modifications of Standards (MOS), if required.
- 2.4 Cost Estimate Development AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. At this phase of design, the estimate will carry a 10% contingency.
- Quality Control AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to SAA and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 2.6 Deliverable AVCON will package and deliver the following to SAA at the completion of the 60% design. All documents will be submitted electronically:
 - o 11"x17" plans
 - Technical specifications
 - o 60% Engineer's Report
 - 60% Engineer's Opinion of Probable Costs
 - o Quality Control Review documentation
- 2.7 60% Design Review Meeting AVCON will participate in one review meeting with SAA to review the submittal made as part of this design phase. AVCON will be prepared to fully discuss each element of the submittal to make the necessary

decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

3) Construction Documents (100%)

The information obtained during the Design Development Phase (60%) will be reviewed and refined during the Construction Document Phase (100%). This phase will encompass the professional services required to furnish SAA with a set of 100% documents, including technical specifications, 100% drawings, construction phasing and safety plans, engineer's report, and cost estimates to reflect any adjustments to the project since the previous phase. These documents will be developed and prepared in accordance FAA standards and will provide sufficient detail for the review of proposed design by SAA and all other appropriate parties.

- 3.1 Project Management Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 3.2 **Drawing Preparation** Drawings prepared under the 60% phase will be refined and finalized for bidding. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet

Summary of Quantities

General Notes

Contract Layout Plan (Site Plan)

Horizontal and Vertical Control

Project Construction Haul Route and Staging Plan

Construction Safety and Phasing Notes

Construction Safety Phasing Plans

Demolition Plans

Geometry Plans

Paving Plans

Typical Sections

Grading Plans

Marking Plans and Details

Airfield Electrical Plans

Airfield Electrical Details

Vault plans and details (as necessary)

3.3 **Technical Specifications and Front-End Document Assistance** — AVCON will prepare the final technical specifications and assist SAA with preparing the front-end documents and bid advertisement. This includes, but is not limited to, a

- project description, anticipated construction duration, index of drawings, list of technical specifications, and list of anticipated sub-contractors.
- 3.4 Engineer's Report As part of the final bid documents phase, an engineer's report will be submitted to SAA. The report will be a continuation of the report started during the Schematic Design phase and updated during the Construction Document phase.
- 3.5 Construction Safety and Phasing Plan (CSPP) AVCON will prepare the final CSPP. AVCON will coordinate the project construction phasing and sequencing plan with SAA and affected stakeholders. This document will supplement the technical specifications and serve as a guide for the selected Contractor when preparing the Safety Plan Compliance Document (SPCD). AVCON will submit (through SAA) the final CSPP to the FAA.
- 3.6 Cost Estimate Development AVCON will finalize the project cost estimate with all contingencies removed.
- 3.7 Quality Control —AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to SAA and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 3.8 **Deliverable** AVCON will package and deliver the following to SAA at the completion of the 100% design. All documents will be submitted electronically:
 - o 11"x17" plans
 - Technical specifications
 - o 100% Engineer's Report
 - 100% Engineer's Opinion of Probable Costs
 - o Final CSPP
 - Quality Control Review documentation
- 3.9 100% Design Review Meeting -- AVCON will participate in one review meeting with SAA to review the submittal made as part of this design phase. AVCON will be prepared to fully discuss each element of the submittal in preparation for bidding. AVCON will provide minutes of the meeting and will distribute to all attendees.
- 3.10 Issued for Bid Documents Final plan drawings and technical specifications will be developed to include a complete level of design for the Issued for Bid Documents. Comments received as part of the 100% Design Review Meeting will be addressed and incorporated as necessary. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to SAA for incorporation into the final Issued for Bid set.

AVCON, INC. Page | 8 AVCON

4) Bid and Award

- 5.1 Pre-Bid Meeting and Site Visit AVCON shall assist SAA with preparation of a presentation for use during the Pre-Bid Meeting. AVCON will also attend and participate in the pre-bid meeting at the Airport, which may include a site visit.
- 5.2 Bidder Questions AVCON shall respond to questions from plan holders, via SAA, related to the Bid Documents. Question which require clarification or additional information will be transmitted to all plan holders formally via the addendum process.
- 5.3 Preparation of Addenda AVCON shall assist SAA with preparation of all required technical related addenda to revise plans and specifications and/or respond to questions in order to provide necessary clarification or to correct discrepancies. SAA shall issue all addenda.
- 5.4 Bid Tabulation and Recommendation of Award AVCON shall develop a tabulation of all bids received and conduct an evaluation, which will check for correctness of the bid schedule and identify the low bidder. Upon completion of the evaluation process, AVCON shall make a written recommendation of award to SAA.
- 5.5 Preparation of Conformed Documents AVCON shall incorporate all addendum information into the plans and technical specifications to prepare a conformed set of documents. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to SAA for incorporation into the final Conformed Documents set. Additionally, AutoCAD files for the plan drawings and Word files for the technical specifications will be provided to SAA.

E. DESIGN DELIVERABLES

The anticipated deliverables are listed below:

- Kick-off Meeting Minutes
- Schematic Design (30%) Submittal, Cost Estimate, and QC Documentation
- Schematic Design (30%) Review Meeting Minutes
- Design Development (60%) Submittal, Cost Estimate, and QC Documentation
- Design Development (60%) Review Meeting Minutes
- Bid Documents (100%) Submittal, Cost Estimate, and QC Documentation
- Bid Documents (100%) Review Meeting Minutes
- Issued for Bid Documents plans and specifications
- Initial and Final Construction Safety and Phasing Plan (CSPP)
- Bid Tabulation and Recommendation of Award
- Conformed Documents



F. PROJECT SCHEDULE

A preliminary schedule has been developed for the project. A summary of milestone dates is provided below. Dates to be finalized after coordination w/ FAA and FDOT on anticipated grant issuance.

Milestone	Date
NTP for Design	July 12, 2021
30% Submittal	August 6, 2021
60% Submittal	August 27, 2021
100% Submittal	October 1, 2021
Issued for Bid Documents	October 15, 2021
Pre-Bid Meeting	TBD
Bid Opening	TBD

It is anticipated that the Bidding Documents will be "shelved" for a Spring 2022 advertisement and bid.

G. BASIC ASSUMPTIONS

The following is a list of assumptions, which forms the basis of this cost proposal for providing the services for the PROJECT.

- All construction drawings will be digitally produced using 11" x 17" Standard and will be created in AutoCAD and ADOBE PDF format.
- Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word.
- All data collection efforts (survey, geotechnical, etc.) requiring AVCON or its subconsultant's personnel to be within the safety area of taxiways or taxilanes will be performed during daylight hours with the appropriate pavement closed unless otherwise directed by the Airport.
- The work shall be completed in accordance with the schedule developed and agreed upon during Project Initiation (Project Kick-off meeting). Failure of the reviewing agencies (SAA, FAA and/or others) to meet the deliverable dates for provision of review comments may justify obtaining a schedule extension.
- AVCON will transmit deliverables to SAA in electronic format.
- No permits are anticipated for the project.
- RPR Services are excluded
- Construction Material Testing Services are excluded
- Safety Risk Management (SRM) Panel are excluded
- It is assumed that Construction Administration, RPR, and CMT services will be provided under a separate contract.

AVCON, INC. Page | 10

H. PROJECT FEE

AVCON and all subconsultants will be compensated on a Lum Sum cost basis for all Basic Services (i.e., labor) and on a time-and-materials basis with a not-to-exceed for Direct and Reimbursable Expenses (i.e., expenses).

Refer to the attached fee spreadsheet (Exhibit B) for a detailed breakdown of manhours and fees for each task.

EXHIBIT B SEBRING REGIONAL AIRPORT TAXIWAY A4 BREAKDOWN OF LUMP SUM FEES

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	TOTAL LUMP SHIP A POOFEE.	SUB TOTAL																	
Putting and Repropulation 5 0.00 1.5.1 Gentechnical Investigation—Models Brighmenting 5 6,000 Magaze (6 lups) 5 712 1.5.2 Topicy aptio Survey - Germaiore Surveying 5 8,000 Covernight Shopping 5 102 EUR TOTAL 5 1,013	ID THE COMP SUM CABOR FEE:		24	5,280.00	1	1 - 5,000.00	1 5	L= 10,000,00	110	- 13,000,00	300	4 - 00,300,000						- 119990	1.0
What Septing Street Survey - Germaine Survey - G																			
2 102 SUB TOTAL \$ 14,000 SUB TOTAL \$ 14,000	Pratting and Reprogratios																		
2 102 SUB TOTAL \$ 14,000	Wieage (6 trups)			\$ 713	:			1.5 2 Topogra	phic Survey - Go	ermaine Surve	yáng			<u>.</u>					
SUR TOTAL \$ 1,015				5 100				-			JULY OF BUS		\$ 14,000						
		SUB TOTAL																	
			_															\$125,51	

AVCON INC. 552021

PROCLAMATION

WHEREAS, Haywood O. Taylor, a native son of Sebring, Florida, was born July 3, 1928 and passed away July 24, 2021; and

WHEREAS, Mr. Taylor loved Sebring, was very civic minded, and was a member of the Sebring Jaycees, Sebring Rotary Club, Sebring Fireman's Association, Sebring Chamber of Commerce, Sebring Historical Society, Sebring Elks Club, Sebring Utilities Commission, Sebring Hall of Fame and the Sebring Airport Authority; and

WHEREAS, Mr. Taylor faithfully served on the Board of Directors of the Sebring Airport Authority from 1997 to 2001 and completed a vacated term from 2009 to 2010; and

WHEREAS, Mr. Taylor generously provided several vehicles for use by Airport staff; and

WHEREAS, Mr. Taylor generously donated \$50,000.00 for the development and appreciation of Airport staff,

NOW, THEREFORE, BE IT PROCLAIMED BY the members of the Sebring Airport Authority that:

THE SEBRING AIRPORT AUTHORITY DOES HEREBY RECOGNIZE AND HONOR HAYWOOD O. TAYLOR FOR HIS GENEROUS SERVICE AND **SUPPORT** TO THE **SEBRING** COMMUNITY, THE **SEBRING REGIONAL AIRPORT** AND INDUSTRIAL PARK, THIS AUTHORITY. AND

PASSED AND ADOPTED by unanimously of the members of the Sebring Airport Authority

on the 19th day of 1 1 1 2021.

The state of the s

SEBRING AIRPORT AUTHORITY

By: Mi ke Willingham, Ex Director

RESOLUTION SAA 21-08

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S21-07 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 S21-07 as presented.

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

PASSED AND ADOPTED this 19th day of August 2021.

(SEAL) A RPORT ACTION OF THE SEAL SEAL SEAL

SEBRING AIRPORT AUTHORITY

By: Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY BUDGET AMENDMENT# S21-07 EFFECTIVE ACCOUNTING PERIOD: June 2021

8/19/2021

SUBMITTED BY: _Colleen Plonsky

SUBMITTED BY:

Colleen Plonsky Plans

REVENUE CENTER	ACCOUNT	40000007.00405	POIGO PUIDATT LA				
REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 5/31/21	INCREASE	DECREASE	REVISED BUDGET	Reason:
SAA	334-610-087	FDOT Grant Rev - Railroad Construct	\$ 2,071,202.00	\$ 221,671.00		\$ 2,292,873.00	Budget Understated
SAA	362-200-SAA	Race Track Revenue-SIR	\$ 128,500.00				Budget Understated
FBO	344-005-FBO	UL94-Mogas Sales	\$ 26,000.00				Budget Understated
FBO	344-009-FBO	FBO Oil Sales	\$ 5,000.00	\$ 1,600.00			Budget Understated
FBO	344-011-FBO	Noncontract Military Sales	\$ 70,000.00	\$ 8,000.00			Budget Understated
FBO	344-017-FBO	FBO Rental Car Comm-Hertz	\$ 4,000.00	\$ 500.00			Budget Understated
FBO	360-101-FBO	FBO Discounts Earned	\$ 2,500.00	\$ 800.00			Budget Understated
Total Revenue Increa	ase/Decrease		\$ 2,307,202.00	\$ 269,071.00		\$ 2,576,273.00	
COST CENTER (e	expenses)						
FBO	512-010-FBO	FBO Credit Card Fees	\$ 25,000.00	\$ 12,000.00		\$ 37,000,00	Budget Understated
FBO	512-031-FBO	FBO Professional Services	\$ 1,300.00	\$ 6,000.00			Budget Understated
SAA	512-030-SAA	SAA Operating Expense	\$ 78,000.00	\$ 22,000.00		\$ 100,000.00	Budget Understated
SAA	512-035-SAA	SAA Engineering Services	\$ 145,000.00			\$ 230,000.00	Budget Understated
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Total Expenses Incre	ase/Decrease		5 249,300.00	\$ 125,000.00		\$ 374,300.00	
oltal Expenditures							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating	
			\$2,798,698.32	\$ 269,071,00	\$ 125,000.00	Reserve 52,942,769.32	
			\$2,130,030.32	200,071.00	3 123,000.00	32,342,709.32	

REQUEST #:

S21-07

BOARD APPROVAL:

TRANSFER TYPE:

D ITEM TO ITEM

Executive Director

x OPERATING RESERVE

x BY RESOLUTION # SAA 21-08

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS LAST NAME-FIRST NAME-MIDDLE NAME NAME OF BOARD, COUNCIL COMMISSION, AUTHORITY, OR COMMITTEE CRA SAA ohnson CYAR THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON MAILING ADDRESS WHICH I SERVE IS A UNIT OF: 1100 DANCELL CITY D COUNTY NAME OF POLITICAL SUBDIVISION: DATE ON WHICH VOTE OCCURRED MY POSITION IS: APPOINTIVE ÉLECTIVE

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 e 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 filling 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)

CE FORM 8B - EFF. 1/2000 PAGE 1

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 introduces of the
 meeting, who must incorporate the form in the infinites. 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.

DIS	CLOSURE OF LO	OCAL OFFICE	ER'S INTEREST		
Craig Jo hns on		disclose that on_	8-19-21	. 20	
(a) A measuro cama or will come before					
X Inured to my special private gain	or loss;				
inured to the special gain or loss	of my business associa	ala,			
Inured to the special gain or loss	of my relative,				
Inured to the special gain or loss	0[, by
whom I am retained; or					
Inured to the special gain or loss	of	•			, which
is the parent organization or sub	sidiary of a principal wit	ich has retained n	ne.		
(b) The measure before my agency and	the tatale of my confi	is in great in the	,		
Invoices to be paid					
Date Filed 8-19-21		•	1		
δ-19-21			1	1	
			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.