

**Sebring Airport Authority
Board Meeting Agenda
January 20, 2022**

1:00 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

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

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
02/17/2022	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

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

3. MISCELLANEOUS

4. ACTION ITEMS

- a) RFP 21-04 Terminal HVAC Relocation and Improvements – Award and Contract
- b) American Railroad Industries Change Order 3
- c) Resolution 22-01 Approving Budget Amendment S22-01

CONTINGENT ACTION ITEMS

- d) RFP 21-03 Weed Control – Award and Contract

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

6. BOARD OF DIRECTORS' BUSINESS

Nominations for Board Seat's of Craig Johnson, Pete McDevitt and Sid Valentine

7. CONCERNS OF THE PUBLIC

8. EMERGENCY BUSINESS

9. ADJOURNMENT

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

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

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
December 16, 2021**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on December 16, 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
Sid Valentine	-	Asst. Secretary
Craig Johnson	-	Board Member
Terrill Morris	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Lenard Carlisle	-	City of Sebring Liaison
Bill McCullers	-	Jet Doug Aviation
Susan Rankino	-	Court Reporter
Greg Harshman	-	CitraPac
Darryl Riley	-	Frasier Contracting
Tom Saunders	-	Frasier Contracting

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, Terrill Morris, Craig Johnson and Sid Valentine were present for the meeting. Stanley Wells 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#.

2. MISCELLANEOUS

3. CONSENT AGENDA

Approve the Consent Agenda:

There was a motion by Terrill Morris to approve the Consent Agenda with a second by Carl Cool. The motion was passed with aye votes by Cool, Morris, Valentine, McDevitt, Johnson and Andrews.

4. ACTION ITEMS

A. Frasier Construction – Darryl Riley Presentation – No vote on this item

B. EDA Grant Resolution

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

C. Heartland National Bank – SEF Rail Replacement Project Loan

This item was presented by Colleen Plonsky. There was a motion by Mark Andrews to approve the item with a second by Terrill Morris. The motion was passed with aye votes by Cool, Morris, Valentine, McDevitt, Johnson, and Andrews.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report.

6. BOARD OF DIRECTOR'S BUSINESS

Carl Cool gave the Board an update on the County's progress on repaving of Kenilworth Blvd.

7. CONCERNS OF THE PUBLIC

Bill McCullers addressed the board.

8. ADJOURNMENT

Chairman adjourned meeting at 1:40pm.



Mike Willingham, Executive Director

1-20-22

Approved by Board

Invoices Paid In December 2021 Presented In January 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
12/01/21	Ascent - World Fuel	\$33,061.29	FBO: 100LL Av Gas at Sebring
12/02/21	Ascent - World Fuel	\$23,128.80	FBO: Jet-A Fuel at Sebring
12/07/21	Cintas	\$653.11	SAA/FBO: Bi-Weekly Service, Scraper Mats, Logo Mats; FBO Red Mats; FBO Uniforms for Employees
12/07/21	Clifton Larson Allen	\$6,636.26	SAA: Professional Services for GASB 87 Implementation through 10.22.2021
12/07/21	Coastal MRO	\$47.00	FBO: Pre-Employment Screening for FBO Employee
12/07/21	Department of Management Services	\$306.59	SAA/FBO: October 2021 Audio, Long Distance & Local Service
12/07/21	Florida Aviation Business Association (FABA)	\$300.00	SAA: Annual Membership Renewal Fee - Florida Aviation Business Association
12/07/21	Jason Ali	\$415.52	FBO: Travel Reimbursement for Mileage
12/07/21	Paul's Landscapes - Paul Valladares Jr.	\$270.00	SAA/FBO: December 2021 Plant Service
12/07/21	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
12/07/21	TechHouse: Integrated	\$690.00	SAA/FBO: General IT Support; Issues with SharePoint, Disable Viva Daily Briefings, Verizon LTE Network Extender
12/14/21	Bugs Bee-Ware Exterminating	\$920.00	SAA: Bi-Monthly Lawn Care
12/14/21	Bugs Bee-Ware Exterminating	\$340.00	SAA: Quarterly Exterminating Services
12/14/21	Cintas	\$109.00	SAA/FBO: Monthly Agreement for AED System
12/14/21	Deluxe for Business	\$345.65	SAA: Laser Checks
12/14/21	Federal Express	\$16.67	SAA: Express Shipping
12/21/21	All-Brite Professional Cleaning	\$1,111.40	SAA: Mold Remediation in Bldg 103 C3
12/21/21	All Communications Services	\$299.00	SAA: Service Call to Connect 150' Category 5E Network Drop Cable & Battery Backup at Executive Assistant Home Office
12/21/21	C & C Plumbing, Inc.	\$338.00	SAA: Repairs to Backflow Preventer at Concrete Plant - Temporary Repair
12/21/21	Coastal MRO	\$94.00	FBO: Pre-Employment Screening - M. Broadwater & A. Quintana
12/21/21	Florida Heartland 99s	\$60.00	FBO: Customer Service Uniform Accessories Scarves & Rings
12/21/21	Jason Ali	\$71.70	FBO: Reimbursement for CSR's Jackets Tailored & Dry Cleaned
12/21/21	TechHouse: Integrated	\$120.39	FBO: Shipping Charges New Computer for Lead CSR
12/21/21	TechHouse: Integrated	\$217.50	SAA: General IT Support; Issues with Outlook, Forced Shutdown for Computer, VPN from Guest Network
12/21/21	Sebring Airport Authority	\$24,858.79	FBO: November 2021 Expenses Due December 2021
12/28/21	Air & Electrical Services, Inc.	\$454.66	SAA: Service Call for AC Mini Split Repairs at Control Tower; Installed 2 Control Boards
12/28/21	Air & Electrical Services, Inc.	\$347.17	FBO: Installation of New TV's in FBO Area & Pilot's Lounge
12/28/21	Air & Electrical Services, Inc.	\$521.21	FBO: Installed Power Outlet & Data Line Behind New TV
12/28/21	Air & Electrical Services, Inc.	\$260.00	SAA: Repairs to Tower Phone Line Due to Lightning Strikes
12/28/21	A & L Lock Services	\$52.00	FBO: New Keys for FBO Staff
12/28/21	Aaron's Carts Plus Inc.	\$1,411.00	FBO: Repairs to FBO Lineman Golf Cart (Rear Springs, Bushings, Drive Belt, Starter Belt, Tail Lights, Tune Up, Oil, Wheel Bearings, Fuel Pump, Front Hub, Fuel Line)
12/28/21	Aquatic Weed Control, Inc.	\$3,859.00	SAA: Bi-Monthly Weed Control
12/28/21	Aroma Coffee	\$1,250.80	SAA/FBO: Coffee Station & Cleaning Supplies Replenished
12/28/21	Atkins North America, Inc.	\$47,205.52	SAA: Nov 2021 SEF CSX Rail Spur Phase II - Grant Reimbursed
12/28/21	Big Messages LLC	\$159.60	SAA: After Hours Telephone Answering Service
12/28/21	Department of Management Services	\$306.57	SAA/FBO: Nov 2021 Audio, Long Distance & Local Service
12/28/21	International Fire Protection, Inc.	\$2,984.00	SAA: Repairs from Deficiencies Found During the Last Inspection of the Fire Sprinkler System
12/28/21	Leaf Capital Funding, LLC	\$141.36	SAA/FBO: Lease of Copy Machines - 2021 Property Tax
12/28/21	Marmer Construction, Inc.	\$500.00	SAA: Parking Lot Improvements - Equipment Mobilization after Project was Post-Poned
12/28/21	Pitney Bowes Global Financial	\$179.43	SAA: Quarterly Lease of Postage Machine
12/28/21	Reed Appraisal Company	\$2,250.00	SAA: Professional Services for Market Value & Ground Lease/Rental Rate ADS Outdoor Storage Lease
12/28/21	TechHouse: Integrated	\$396.00	SAA/FBO: CyberSecurity Training Config
12/28/21	TechHouse: Integrated	\$645.00	SAA/FBO: January 2022 Recurring Monthly Software Fees

Invoices Paid In December 2021 Presented In January 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
12/28/21	TechHouse: Integrated	\$682.50	SAA/FBO: General IT Support; Issues with Tasks, Home Office Setup, Public Records Request, New Computer Setup for Lead CSR
12/28/21	Fraser Auto Repair, Inc. dba Big John's Garage	\$2,416.35	FBO: Emergency Repairs to KSEF Jet-A Fuel Truck
12/28/21	Ascent - World Fuel	\$20,445.30	FBO: Jet-A Fuel at Sebring
12/28/21	Ascent - World Fuel	\$29,884.22	FBO: 100LL Av Gas at Sebring

TOTAL PAID INVOICES: \$211,257.36

December 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
12/2/2021	APEX OFFICE PRODUCTS INC	\$85.06	SAA: Canon Calculator
12/2/2021	THE HOME DEPOT #6340	\$29.47	SAA: Plumbing Materials for Commercial Hangar 103 C4
12/4/2021	RUNWAY CAFE	\$146.96	SAA: Smoak Foundation Student Lunchs
12/7/2021	FDLE CCHINET	\$25.00	FBO: Pre-employment Background Check
12/7/2021	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
12/7/2021	SHELL OIL 57542517701	\$90.00	SAA: Fuel for Maintenance Truck
12/7/2021	SWK TECHNOLOGIES INC	\$308.00	SAA: Monthly Fee for Mas90 Online Services - December 2021
12/7/2021	WWW.SENTRYLINK.COM	\$19.95	FBO: Pre-employment Background Check
12/8/2021	Amazon.com 1S2SK1G73	\$41.76	SAA: Safety Gear & Cleaning Cloths
12/8/2021	AMAZON.COM ID78F1GL3 AMZN	\$85.94	FBO: Two Women's 3/4 Sleeve Shirts, One Small Size Blazer for Female CSR
12/9/2021	SHELL OIL 57542517701	\$8.18	FBO: Fuel for Courtesy Lincoln Town Car
12/9/2021	SHELL OIL 57542517701	\$77.00	FBO: Fuel for Courtesy Chevy Tahoe
12/9/2021	TRIANGLE HARDWARE	\$9.00	SAA: Hardware for Webster Turn Signage
12/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
12/10/2021	APEX OFFICE PRODUCTS INC	\$108.21	SAA: 4" Binders, Correction Tape, Flags Sign Here, Steno Pads, 24 AAA Batteries, Glue
12/10/2021	OFFICE DEPOT #2362	\$48.38	FBO: Two DisplayPort Cables to Connect New FBO PC to Monitors
12/10/2021	SEBRINGS SIGNS AND SHIRTS	\$1,028.51	FBO: Deposit for Misc Airport Signs - Doors/Emergency/Parking ect
12/10/2021	THE HOME DEPOT #6340	\$81.77	FBO: Terry Towels and Trash Bags
12/13/2021	APEX OFFICE PRODUCTS INC	\$84.25	SAA/FBO: Copy Paper, Packing Tape Dispenser and Tape
12/13/2021	TRTAX&ACTGPROFESSIONAL	\$276.00	SAA: Monthly Subscription Fixed Asset Software
12/14/2021	APEX OFFICE PRODUCTS INC	\$111.50	SAA/FBO: Laser Ink Cartridges, 24 Pack AA Batteries
12/14/2021	DISH NETWORK-ONE TIME	\$121.91	FBO: Monthly Satellite Service for Pilot's Lounge - Dec 2021
12/14/2021	REPUBLIC SERVICES TRASH	\$218.45	SAA/FBO: Monthly Recycling Service - Dec 2021
12/14/2021	SHELL OIL 57542517701	\$75.00	SAA: Fuel for Maintenance Truck
12/14/2021	TRACTOR-SUPPLY-CO #0510	\$61.96	SAA: 2 Diesel Fuel Cans Funnel and Yard Spayer
12/14/2021	WCI SEBRING HAULING	\$484.10	SAA/FBO: Monthly Waste Collection - Dec 2021
12/15/2021	GG III SAVE A LOT #	\$59.80	FBO: Water Bottles Purchased for FBO Customers and Staff
12/15/2021	HONEYBAKED HAM 0309	\$1,095.30	SAA: Employee Christmas Gifts
12/15/2021	THE HOME DEPOT #6340	\$20.98	SAA: Door Hook for Managers Office
12/15/2021	VERIZONWRLSS RTCCR VB	\$1,291.70	SAA/FBO: Monthly Mobile Service Nov 2021
12/15/2021	WAL-MART #0666	\$64.34	FBO/SAA: Water Bottles for Customers; Brake Cleaner, Petroleum Jelly for Maintenance
12/16/2021	RUNWAY CAFE	\$16.00	SAA: Executive Director Lunch with Prospect
12/16/2021	YARBROUGH TIRE & SERVICE	\$1,334.86	SAA: Tires and Service for Maintenance Truck
12/20/2021	AMZN Mktp US IV3CS3AR3	\$39.30	FBO: Two Clip On Foggles (Visor for Pilots) for Resale to FBO Customers
12/20/2021	NATIONAL AIR TRANS ASS	\$378.00	FBO: NATA Membership and Safety 1st Training for FBO
12/20/2021	NIS SUPPLY	\$297.00	FBO: Universal Absorbent Pads for APBR Spill Kit

December 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
12/21/2021	ALLEN ENTERPRISES INC	\$1,726.85	SAA: Runway Lighting for Replacement Stock from Past Lightning
12/21/2021	AMZN Mktp US IR6YE9LK3	\$68.96	FBO: Display Port to HDMI Cable to Connect CSR FBO PC to New Sign Monitor, Three Foggles (Visor for Pilots) for Resale
12/21/2021	SHELL OIL 57542517701	\$74.00	SAA: Fuel for Maintenance Truck
12/22/2021	LOOPNET INC	\$118.50	SAA: Online SAA Realty Listing Company
12/22/2021	SHELL OIL 57542517701	\$65.00	SAA: Fuel for Courtesy Tahoe
12/22/2021	WALGREENS #11329	\$13.63	SAA: Thumb Drive for Public Records Request
12/23/2021	EXXONMOBIL 98809494	\$37.87	SAA: Executive Directors Vehicle Fuel
12/23/2021	TRIANGLE HARDWARE	\$72.03	FBO: 147' of Vinyl Coated Bonding Cable for Use on FBO Equipment
12/24/2021	BOB EVANS REST #0478	\$159.28	FBO: Christmas Eve Catering for FBO Staff
12/25/2021	WAWA 5370 00053702	\$30.33	SAA: Executive Directors Vehicle Fuel
12/27/2021	NAPA STORE 1862230	\$3.64	FBO: Safety Wire for Securing FBO Equipment
12/28/2021	IN KANTOLA TRAINING SOLU	\$30.00	SAA: Online Training for Employees
12/28/2021	VIOC GQ0043	\$110.20	SAA: Oil Change for Ford Explorer
12/29/2021	TRIANGLE HARDWARE	\$49.31	FBO: Two Keys for Rental Truck; 6 Bolts for Self Serve Nozzle; Gun, Flex Hose & Coupler for General Maintenance
12/29/2021	WAL-MART #0666	\$73.80	FBO: Petroleum Jelly for Maintenance of Fuel Equipment; Surge Protectors for Gate Control Boxes
12/30/2021	COLE AUTO SUPPLY INC	\$85.24	FBO: Brake Cleaner and Degreaser for Maintenance of FBO Equipment
1/2/2022	GATE 1204 Q80	\$44.96	SAA: Executive Directors Vehicle Fuel
1/3/2022	NAPA AUTO PARTS 161	\$107.68	FBO: Replacement Battery - FBO Golf Cart

Total Due: \$11,422.83

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 1/7/2022
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
AGILIT Agilitech Solutions LLC									
1227	12/31/2021	1/30/2022	345.60	345.60	0.00	0.00	0.00	0.00	SAA/CRA: Document Remediation for Dec 2021
1228	11/30/2021	1/30/2022	139.20	0.00	139.20	0.00	0.00	0.00	SAA/CRA: Document Remediation for Nov 2021
Vendor AGILIT Totals:			<u>484.80</u>	<u>345.60</u>	<u>139.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ALLIED Universal Protection Services, LLC									
12217305 Dec 2021	12/31/2021	1/30/2022	14,011.62	14,011.61	0.00	0.00	0.00	0.00	SAA: Dec 2021 Security Service
Vendor ALLIED Totals:			<u>14,011.62</u>	<u>14,011.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ATKINS Atkins North America, Inc.									
1963656 OC	12/31/2021	1/30/2022	73,308.09	73,308.09	0.00	0.00	0.00	0.00	SAA: Dec 2021 General On-Call Services
1963656-A HT	12/31/2021	1/30/2022	24,230.00	24,230.00	0.00	0.00	0.00	0.00	SAA/CRA: Dec 2021 Inter local Agreement Haywood Taylor Roadway Rehabilitation
Vendor ATKINS Totals:			<u>97,538.09</u>	<u>97,538.09</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
121486 OC	12/31/2021	1/30/2022	4,600.00	4,600.00	0.00	0.00	0.00	0.00	SAA: Dec 2021 General On-Call Services
121487 RAIL	12/31/2021	1/30/2022	26,240.84	26,240.84	0.00	0.00	0.00	0.00	SAA: Dec 2021 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
121488 TAXIWAY	12/31/2021	1/30/2022	10,354.82	10,354.82	0.00	0.00	0.00	0.00	SAA: Dec 2021 - Taxiway A4 Realignment Design - Grant Reimbursement
Vendor AVCON Totals:			<u>41,195.66</u>	<u>41,195.66</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BECKER Becker & Poliakoff, P.A.									
4246906	12/31/2021	1/30/2022	6,798.00	6,798.00	0.00	0.00	0.00	0.00	SAA: Dec 2021 Construction Claims with Frasier Contracting
Vendor BECKER Totals:			<u>6,798.00</u>	<u>6,798.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 1/7/2022
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CINTAS Cintas									
4106093331	12/29/2021	1/28/2022	753.09	753.09	0.00	0.00	0.00	0.00	SAA/FBO: Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms ; FBO Red Mats
4106703416	1/5/2022	2/4/2022	326.11	326.11	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Air Freshner Svc, Scraper Mats, Logo Mats; FBO Red mats; FBO Uniforms
Vendor CINTAS Totals:			<u>1,079.20</u>	<u>1,079.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CIVILSU CivilSurv Design Group, Inc.									
442-001001-02	12/31/2021	1/30/2022	4,335.84	4,335.84	0.00	0.00	0.00	0.00	SAA: Professional Services for Webster Turn Drive Resurfacing - De
Vendor CIVILSU Totals:			<u>4,335.84</u>	<u>4,335.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc.									
13822 DEC 2021	12/31/2021	1/30/2022	589.00	589.00	0.00	0.00	0.00	0.00	SAA/CRA: Dec 2021 Website Updates
Vendor DIANARI Totals:			<u>589.00</u>	<u>589.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
FEC Federal Express Corporation									
7-605-48455	12/21/2021	2/4/2022	14.62	14.62	0.00	0.00	0.00	0.00	SAA: Express Shipping
Vendor FEC Totals:			<u>14.62</u>	<u>14.62</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
2038 JAN 2022	1/1/2022	1/31/2022	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: January 2022 Lawn & Landscape Care
Vendor JACKS Totals:			<u>8,325.00</u>	<u>8,325.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SAM Sandra Sodic									
1/12/2022	1/12/2022	1/12/2022	38.61	38.61	0.00	0.00	0.00	0.00	SAA: Local Travel Expenses
12/31/2021	12/31/2021	12/31/2021	73.92	73.92	0.00	0.00	0.00	0.00	SAA: Local Travel Expenses
Vendor STITCH Totals:			<u>112.53</u>	<u>112.53</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
4829 OC	12/31/2021	1/30/2022	5,499.72	5,499.72	0.00	0.00	0.00	0.00	SAA: Dec 2021 General On-Call Services
Vendor SWAINE Totals:			<u>5,499.72</u>	<u>5,499.72</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u>179,984.08</u>	<u>179,844.87</u>	<u>139.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 1/13/2022
Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
804620	12/3/2021	1/17/2022	17,618.72	0.00	17,618.72	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
805913	12/8/2021	1/22/2022	19,091.37	0.00	19,091.37	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
812125	1/4/2022	1/24/2022	22,596.72	22,596.72	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
M265606	1/5/2022	1/25/2022	187.80	187.80	0.00	0.00	0.00	0.00	FBO: WingPoints Issued through 1.05.22
S029164	1/1/2022	1/21/2022	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Desktop Service for Software - Jan 2022
Vendor ASCENT Totals:			<u>59,792.11</u>	<u>23,082.02</u>	<u>36,710.09</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWIFT Swift Fuels, LLC									
2003	1/4/2022	2/3/2022	10,465.80	10,465.80	0.00	0.00	0.00	0.00	FBO: UL_94 AvGas Fuel
Vendor SWIFT Totals:			<u>10,465.80</u>	<u>10,465.80</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>70,257.91</u></u>	<u><u>33,547.82</u></u>	<u><u>36,710.09</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 20, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: RFP #21-04 Terminal HVAC Relocation Replacement –
Award and Contract

BACKGROUND: RFP #21-04 Terminal HVAC Relocation Replacement was advertised early November 2021. There were 3 responsive and responsible proposers, attached is a list of those bids along with the recommendation letter from Atkins Global.

Staff recommends approval of Carrier.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute contract.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER



Atkins North America
DBPR Certificate of Authorization No. 24

December 27, 2021

Mr. Mike Willingham
Airport Manager
128 Authority Lane
Sebring, FL 33870

**RE: Sebring Airport Terminal HVAC Relocation/Improvements
Bid No. 21-04
Bid Award Recommendation
Atkins Project No. 100072045**

Dear Mr. Willingham,

On December 14, 2021, the Sebring Airport Authority received three (3) bids for the Terminal HVAC Relocation/Improvements of the above referenced project. The names and total fee for the contractors, along with the Engineer's Estimate are as follows:

SEF Terminal HVAC Relocation/Improvements	Page Mechanical Group	Gibson Air Conditioning and Refrigeration, LLC	Carrier Corporation	Engineer's Opinion of Probable Cost
Base Bid Price	\$86,500.00	\$60,000.00	\$49,570.00	\$55,250.00
Bidding Allowance	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Total Bid Price	\$101,500.00	\$75,000.00	\$64,570.00	\$70,250.00
Scoring (see attached for breakdown)				--

The detailed tabulation of the costs and scoring breakdown is enclosed.

Carrier Corporation submitted the lowest responsive bid (Base Bid plus Bid Allowance) in the amount of \$64,570.00. The lowest, qualified bid is approximately 9% lower than the engineer's \$70,250.00 comparable opinion of probable cost. Based on the review of the bid summary and bidder's submittal packages, including relevant experience/ credentials in constructing projects of a similar scope and magnitude, it is the engineer's recommendation to award the contract to Carrier Corporation in the amount consistent with the bid values for both the Base Bid plus Bid Allowance for the total amount of \$64,570.00.

Sincerely,

Kevin McCauley, PE
Atkins Project Manager

c.c. Beverly Glarner

1514 Broadway, Suite #202, Fort Myers, Florida 33901
Tel: 954.903.3605

RFP 21-04
HVAC Terminal Relocation
12.14.21
Bids Received

Company Name	Base Bid	Altnate Bid
Page Mechanical Group	\$86,500.00	\$15,000.00
Gibson	\$60,000.00	\$15,000.00
Carrier	\$49,570.00	\$15,000.00

CONTRACT

(Terminal Building HVAC Relocation/Improvements – ITB#21-04)

THIS IS AN AGREEMENT between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called “SAA”) and **CARRIER CORPORATION**, a Delaware corporation authorized to do business in the State of Florida, having an address at 3901 Coconut Palm Drive, Suite 100, Tampa, Florida 33619 (herein called “Contractor”).

1. **PREMISE**. The SAA requires relocation and improvements to the Terminal Building HVAC System as described in SAA’s ITB #21-04 (the “Services”). Contractor was the lowest qualified bidder, and SAA would like for Contractor to perform the Services and Contractor would like to do so.

2. **WORK**. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, superintendence, security, insurance, testing, permitting, equipment, materials, services, and incidentals necessary to provide and perform the Services (herein the "Project" or the “Work”) all in accordance with the conditions and prices stated in this Contract, ITB #21-04 and the specifications thereto, Contractor’s Response to ITB #21-04, and SAA’s Drug-Free Workplace Program and Legal Provisions, all of which are made a part hereof and collectively constitute this contract (herein called the “Contract Documents”).

3. **CONTRACT PRICE AND PAYMENT**. SAA shall pay to Contractor the lump sum of Forty-Nine Thousand Five Hundred Seventy and No/100 Dollars (\$49,570.00) for completion of the “Base Bid” Work as set forth in the Contract Documents. In addition, SAA shall pay to Contractor up to Fifteen Thousand Dollars (\$15,000.00) on a time and materials basis to complete the “Bid Allowance” Work as set forth in the Contract Documents.

Payment will be made upon final completion of the Project, which includes all fees, costs, charges and expenses for final completion and satisfactory performance of the Project. Time tickets and pre-approved materials lists are required for all time and materials Work. Payment shall not be due until Contractor shall deliver to SAA a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; however, if any subcontractor refuses to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to the SAA attorney to indemnify SAA against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to SAA all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys’ fee.

4. **COMMENCEMENT AND COMPLETION DATES**. Contractor hereby agrees to commence Work under this contract on or before February 21, 2022. Contractor shall be responsible for completing all Work in an expedited manner to achieve substantial completion within seven calendar days thereafter and final completion of the Work within seven calendar days after substantial completion. Contractor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

4.1 Time is of the essence in this contract. Contractor and SAA acknowledge that in the event that Contractor fails to achieve final completion of the Work by the dates established therefor, SAA will incur substantial damages by loss of use of the building and other damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that SAA would incur as a result of final completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of SAA for late completion of the Project and SAA hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of liquidated damages calculated hereunder does not include any penalty.

4.2 If Contractor fails to achieve substantial completion of the Project on or before the date of substantial completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the Project on or before the date of final completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of final completion is delayed.

5. **CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

6. **DRUG-FREE WORKPLACE.** Contractor acknowledges that SAA is a drug-free work place. Contractor covenants that all employees of Contractor working upon SAA property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

7. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this Contract, including any specifications, plans and drawings provided to Contractor. Contractor shall complete the entire Project to the satisfaction of SAA. During performance of the Work, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors.

8. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property. Contractor shall also maintain all licenses required for the Work hereunder in an active status.

9. **INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

10. CHANGE ORDERS. The Contract Price and the Contract Time may be changed only by a Change Order issued by SAA. SAA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

10.1 The cost or credit to SAA resulting from a Change in the Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices agreed upon; or
- C. By cost and a mutual acceptable fixed or percentage fee.

10.2 If none of the cost/credit methods set forth above are agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to SAA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

10.3 Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

10.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price or an extension in the Contract time, Contractor shall give SAA written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not

be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for this time of year.

11. TERMINATION OF CONTRACT. SAA may, by written notice, terminate this Contract in whole or in part at any time, either for SAA's convenience or because of failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to SAA.

11.1 If the termination is for the convenience of SAA, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

11.2 If the termination is due to failure to fulfill the contractor's obligations, SAA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to SAA for any additional cost occasioned to SAA thereby.

11.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of SAA. In such event, adjustment in the Contract price shall be made as provided in paragraph 11.1 of this agreement.

11.4 The rights and remedies of SAA provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

12. INDEPENDENT CONTRACTOR. The parties expressly recognize that the relationship between SAA and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of SAA.

13. INSURANCE. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by SAA:

- A. **Comprehensive General Liability.** Comprehensive general liability insurance shall be carried with limits of at least \$1,000,000 of combined single limit for Bodily Injury and Property Damage and \$1,000,000 annual aggregate. Coverage shall include Premises and Operations, Broad Form Contractual, Products and Completed Operations, Owners and Contractors Protective Liability (also known as Independent Contractors Liability), and when applicable include Explosion, Collapse and Underground Damage (XCU), and shall include Contingent Liability against claims arising out of subcontractors with the same minimum amount.

- B. **Automobile Liability.** Vehicle liability insurance shall be carried with limits of at least \$1,000,000 for Bodily Injury and Property Damage for "all autos" including owned, hired and non-owned autos.
- C. **Workers' Compensation.** Coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.
- D. **Evidence Of Insurance.** Contractor shall furnish SAA with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Sebring Airport Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by SAA before the commencement of any work activities.

14. SUBCONTRACTS. A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of SAA. SAA retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as SAA deems necessary. SAA shall not be obligated to pay any subcontractor under any circumstance.

15. NOTICES. Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

<p><i>Contractor:</i> Carrier Corporation Attn: Chad Snyder 3901 Coconut Palm Drive, Suite 100 Tampa, Florida 33619 chad.snyder@carrier.com</p>	<p><i>SAA:</i> Executive Director Sebring Airport Authority 128 Authority Lane Sebring, FL 33870</p>
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Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

16. ASSIGNMENT. Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of SAA.

17. ACCEPTANCE AND WARRANTY. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to SAA that all materials and equipment furnished under this

Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by SAA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither SAA nor its agents shall be responsible for discovering deficiencies in such services or documents.

17.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

17.2 As more fully set forth in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of five (5) years from the date of final completion. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from SAA's misuse or negligence, acts of God or normal wear and tear.

17.3 SAA is entitled to all proceeds resulting from any and all manufacturer warranty defects. Contractor shall cooperate with SAA and its agents regarding manufacturer warranties, defects or claims which SAA may have in connection with the Project.

18. CORRECTION OF WORK. Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within one year after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from SAA to do so.

19. DAMAGE TO PROPERTY. Contractor agrees that all SAA or third party owned property that is damaged by Contractor's personnel or equipment shall be promptly repaired or replaced, at Contractor's expense.

20. TAXES. Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

21. PERMITS, FEES AND NOTICES. Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

21.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or SAA observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to

such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

22. RESPONSIBILITY FOR THOSE PERFORMING THE WORK. Contractor shall be responsible to SAA for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

24. SAFETY AND HEALTH REGULATIONS. Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

24.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

24.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

24.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger

signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and SAA's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber SAA's other real property.

25. INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify SAA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SAA, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of SAA, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by SAA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against SAA, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

26. DEFAULT. Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including SAA's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

27. BINDING EFFECT. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

28. GOVERNING LAW. This contract will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

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

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


30. **TIME.** Time is of the essence of this agreement.

31. **MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

AGREED TO this 20th day of January, 2022.

Two Witnesses as to SAA:

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


(Printed Name) Jami Olive

By: 

Print Name: Mike Willingham

Its: Executive Director


(Printed Name) Jami Olive

Attest: _____

Its: _____

(corporate seal)

By: _____

(Printed Name) _____ Print Name: _____

Its: _____

(Printed Name) _____ **Attest:** _____

Its: _____

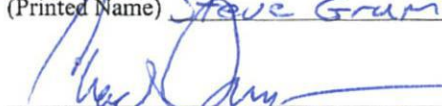
(corporate seal)

Two Witnesses as to Contractor:

CARRIER CORPORATION


(Printed Name) Steve Gram

By: 
Print Name: BRYAN FIASCHI


(Printed Name) CHAD SWANSON

Title: MARKET MANAGER

(corporate seal)

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 20, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: American Railroad – Change Order Final

BACKGROUND: The existing access road along the railroad tracks was determined to be in much worse shape than originally thought. To access the entire length of the railway for construction and future maintenance activities, the access road needed to be improved. This included tree trimming/clearing, grading, stabilization, an additional crossing, and drainage improvements. Helping to offset the cost of these improvements, there were a number of quantity underruns associated with the contract. No unsuitable soils were found, so no unsuitable excavation was required. In addition, the existing track subgrade did not require any additional stabilization. As a result, these quantity deducts offset the additional costs associated with the access road improvements. The resulting Final Change Order (#3), closing out the project, results in a contract change of (\$26.00).

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute change order.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER



CHANGE ORDER

CHANGE ORDER #	03	AMOUNT \$	(26.00)	Extension of Time (Subst.):	0 Days
				Extension of Time (Final):	0 Days

PROJECT: Track Reconstruction – Package 2 DATE: 1/4/22

CONTRACTOR: American Railroad Industries

A/E: AVCON (CEI) / ATKINS (EOR)

DESCRIPTION OF CHANGE TO CONTRACT:

ADD

- Furnish and install a grade crossing at Station 50+00 using 10ft wooden crossties and a 16.24 ft long staggered concrete crossing with base stone on the approaches - **\$13,268.00**
- Clearing and trimming of trees extending into the CSX trackway envelope - **\$8,500.00**
- Re-grading of the access road and installation of aggregate stabilization in areas - **\$13,110.00**
- Installation of 15" ADS HD Storm Pipe under the access road - **\$9,250.00**

DEDUCT

- Asphalt Removal (P-125-4.1) – 30 SY @ \$25/SY – **(\$750.00)**
- Unsuitable Excavation (P-152-4.2) – 430 CY @ \$10/CY – **(\$4,300.00)**
- Subgrade Stabilization (FDOT-160-4.1) – 250 SY @ \$65/SY – **(\$16,250.00)**
- FDOT Base Group 5 (P-151-2) – 30 SY @ \$50/SY – **(\$1,500.00)**
- FDOT SP12.5 Asphalt (FDOT-334-8.1) – 6.32 TN @ \$200/TN – **(\$1,264.00)**
- Bumping Post (02851-4.04) – 1 EA @ \$5,000 – **(\$5,000.00)**
- Fence Removal (P-151-4.2BA1) – 770 LF @ \$2/LF – **(\$1,540.00)**
- Unsuitable Excavation (P-152-4.2BA1) – 400 CY @ \$10/CY – **(\$4,000.00)**
- 4' Barbed Wire Fence (F-162-5.1BA1) – 770 LF @ \$5/LF – **(\$3,850.00)**
- Unsuitable Excavation (P-152-4.2BA2) – 570 CY @ \$10/CY – **(\$5,700.00)**

REASON FOR CHANGE: ADD - The existing access road was in much worse shape than originally thought. To access the length of railway for construction/replacement/maintenance, the access road needed to be improved. This included grading, stabilization, additional drainage, and tree clearing/trimming. DEDUCT – Quantity underruns. No unsuitable soils were found, so no unsuitable excavation was required. Existing subgrade did not require any additional stabilization.

SOURCE OF FUNDS:

Is above change within the intended scope of the original contract? Yes No

(a)	Original Contract Amount	\$	2,701,905.00	
(b)	Previous Approved CO or Amendment	\$	894,075.00	
(c)	Change Contract Amount By			\$ (26.00)
(d)	New Contract Amount (d = a + b + c)			\$ 3,595,954.00

American Railroad Industries

Richard Hall

Date:

1-3-22

Sebring Airport Authority

[Signature]

Mike Willingham

Date:

1-20-22

RESOLUTION SAA 22-01

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S22-01 TO
THE 2021-2022 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 2021-2022 Budget Amendment S22-01 as presented.

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

PASSED AND ADOPTED this 20th day of January 2022.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S22-01
EFFECTIVE ACCOUNTING PERIOD: November 2021

1/20/2022

SUBMITTED BY: Colleen Plonsky
 SIGNED BY: 


REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 10/01/22	INCREASE	DECREASE	REVISED BUDGET	Reason:
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
Total Revenue Increase/Decrease			\$ -	\$ -		\$ -	
COST CENTER (expenses)							
SAA	512-089-SAA	SAA Earned Discounts	\$ (11,000.00)	\$ (3,000.00)		\$ (14,000.00)	Budget Understated
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
Total Expenses Increase/Decrease			\$ (11,000.00)	\$ (3,000.00)		\$ (14,000.00)	
Capital Expenditures Adjustments							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$659,617.32	\$ -	\$ (3,000.00)	\$662,617.32	

REQUEST #: S22-01

TRANSFER TYPE:
 ITEM TO ITEM
 OPERATING RESERVE
 BY RESOLUTION # SAA 22-01

BOARD APPROVAL:

Executive Director



**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: January 20, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: RFP #21-03 Weed Control – Award and Contract

BACKGROUND: RFP #21-03 Weed Control was advertised early October 2021. There were 5 responsive and responsible proposers, attached is a list of those bids along with the recommendation letter from Atkins Global.

Staff recommends approval of Bio Tech.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute contract.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER



Atkins North America
DBPR Certificate of Authorization No. 24

January 10, 2022

Mr. Mike Willingham
Airport Manager
128 Authority Lane
Sebring, FL 33870

**RE: Sebring Regional Airport Weed Control Services
Bid No. 21-03 - Bid Award Recommendation
Atkins Project No. 100072045**

Dear Mr. Willingham,

On November 17, 2021, the Sebring Airport Authority received five (5) bids for the Weed Control Services for Sebring Regional Airport. The names and total fee for the contractors, along with the Engineer's Estimate are as follows:

Weed Control Services	Aquatic Vegetation Control, Inc.	Aquatic Weed Control, Inc.	Bio Tech Consulting, Inc.	Central Florida Aquatics, Inc.	Ground Level, Inc.	Engineer's Opinion of Probable Cost
1 st Year	\$42,000.00	\$21,408.00	\$19,500.00	\$26,670.00	\$61,410.00	\$22,500.00
2 nd Year	\$44,100.00	\$21,408.00	\$20,475.00	\$26,670.00	\$61,410.00	\$22,500.00
3 rd Year	\$46,305.00	\$21,408.00	\$21,470.00	\$26,670.00	\$61,410.00	\$22,500.00
Total Bid Price	\$132,405.00	\$64,224.00	\$61,445.00	\$80,010.00	\$184,230.00	\$67,500.00
Scoring (see attached for breakdown)	300	220	320	160	300	--
Bid Ranking	2 (TIE)	4	1	5	2 (TIE)	--

The detailed tabulation of the costs and scoring breakdown is enclosed.

Bio Tech Consulting, Inc. submitted the lowest responsive bid in the amount of \$61,445.00. The lowest, qualified bid is approximately 10% lower than the engineer's \$67,500.00 comparable opinion of probable cost. Based on the review of the bid summary and bidder's submittal packages, including relevant experience/credentials in constructing projects of a similar scope and magnitude, it is the engineer's recommendation to award the contract to Bio Tech Consulting, Inc. in the amount consistent with the bid values for the total amount of \$61,445.00.

Sincerely,

Kevin McCauley, PE
Atkins Project Manager

c.c. Beverly Glarner

1514 Broadway, Suite #202, Fort Myers, Florida 33901
Tel: 954.903.3605

SUMMARY

EVALUATION SCORE SHEET

ITB #21-03

Weed Control Services

1	Bio Tech Consulting, Inc.	320
2	Aquatic Vegetation Control	300
2	Ground Level	300
4	Aquatic Weed Control, Inc.	220
5	Central Florida Aquatics, Inc.	160

CONTRACT
(Weed Control Services)

THIS IS AN AGREEMENT between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "SAA") and **BIO-TECH CONSULTING, INC.**, a Florida corporation (herein called "Contractor").

1. **PREMISE.** SAA requested proposals for weed control services at the Sebring Regional Airport. Contractor submitted the lowest and best bid and SAA would like for Contractor to do the work and Contractor would like to do so on the terms and conditions set forth herein.
2. **WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to provide weed control services (herein collectively called the "Project" or the "Work") all in accordance with the conditions and prices stated in this contract and ITB #21-03 Weed Control Services, Bid Response, and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").
3. **PRICE AND TERM.** SAA shall pay to Contractor the sums of: Nineteen Thousand Five Hundred Dollars (\$19,500.00) for the first year as the total price for the completion of the Project; Twenty Thousand Four Hundred Seventy-Five Dollars (\$20,475.00) for the second year as the total price for the completion of the Project; and Twenty One Thousand Four Hundred Seventy Dollars (\$20,470.00) for the third year as the total price for the completion of the Project; all subject to increase or decrease as provided herein. This contract is for three (3) years beginning March 1, 2022 and ending April 30, 2025.
4. **PAYMENT.** SAA shall pay Contractor quarterly upon satisfactory completion of the Work required during that quarter. Upon Contractor's application for payment, the Executive Director, or his designee, will make inspection and if he finds the Services are acceptable under the contract, he will authorize the payment.
5. **INTENTIONALLY BLANK.**
6. **CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.
7. **DRUG-FREE WORKPLACE.** Contractor acknowledges that SAA is a drug-free work place. Contractor covenants that all employees of Contractor working upon SAA property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.
8. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including the approved specifications, plans and drawings. Contractor shall complete the entire

Project to the satisfaction of SAA. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

9. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property. Contractor shall also maintain all licenses required for the Work hereunder in an active status.

10. **WORK INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

11. **CHANGE ORDERS.** The Contract Price and the Contract Time may be changed only by a Change Order issued by SAA. SAA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

11.1 The cost or credit to SAA resulting from a Change in the Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
- C. By cost and a mutual acceptable fixed or percentage fee.

11.2 If none of the methods set forth above are agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to SAA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any.

11.3 Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only

where made in writing within a seven (7) calendar days after the first observance of the condition.

11.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price or an extension in the Contract time, Contractor shall give SAA written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for the time of year.

12. TERMINATION OF CONTRACT. SAA may, by written notice, terminate this Contract in whole or in part at any time, either for SAA's convenience or because of failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required or failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to SAA.

12.1 If the termination is for the convenience of SAA, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

12.2 If the termination is due to failure to fulfill the contractor's obligations, SAA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to SAA for any additional cost occasioned to SAA thereby.

12.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of SAA. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

12.4 The rights and remedies of SAA provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

13. INDEPENDENT CONTRACTOR. The parties expressly recognize that the relationship between SAA and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of SAA.

14. **INSURANCE.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by SAA:

- A. **Comprehensive General Liability.** Comprehensive general liability insurance shall be carried with limits of at least \$1,000,000 of combined single limit for Bodily Injury and Property Damage and \$2,000,000 annual aggregate. Coverage shall include Premises and Operations, Broad Form Contractual, Products and Completed Operations, Owners and Contractors Protective Liability (also known as Independent Contractors Liability), and when applicable include Explosion, Collapse and Underground Damage (XCU), and shall include Contingent Liability against claims arising out of subcontractors with the same minimum amount.
- B. **Automobile Liability.** Vehicle liability insurance shall be carried with limits of at least \$1,000,000 for Bodily Injury and Property Damage for "all autos" including owned, hired and non-owned autos.
- C. **Workers' Compensation.** Coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.
- D. **Evidence Of Insurance.** Contractor shall furnish SAA with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Sebring Airport Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by SAA before the commencement of any work activities.

15. **INTENTIONALLY BLANK.**

16. **NOTICES.** Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:
John A. Miklos, President
Bio-Tech Consulting, Inc.
3025 East South Street
Orlando, FL 32803

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

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

17. **ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of SAA.

18. **INTENTIONALLY BLANK.**

19. **CORRECTION OF WORK.** Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within one year after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from SAA to do so.

20. **DAMAGE TO PROPERTY.** Contractor agrees that all SAA or third party owned property that is damaged by Contractor's personnel or equipment shall be promptly repaired or replaced, at Contractor's expense. This includes vegetation or animals injured by virtue of any overspray of chemicals by Contractor.

21. **TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

22. **PERMITS, FEES AND NOTICES.** Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

22.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or SAA observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

23. **RESPONSIBILITY FOR THOSE PERFORMING THE WORK.** Contractor shall be responsible to SAA for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

24. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

25. SAFETY AND HEALTH REGULATIONS. Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

25.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

25.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

25.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and SAA's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber SAA's other real property.

26. INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify SAA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SAA, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of SAA, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by SAA to enforce this agreement shall be borne by the Contractor.

This indemnification shall also cover all claims brought against SAA, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

27. **DEFAULT.** Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including SAA's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

28. **BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

29. **GOVERNING LAW.** This contract will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

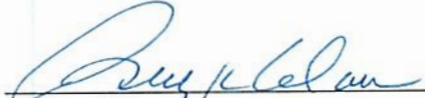
30. **PUBLIC RECORDS.** The Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, Fla. Stat. or as otherwise provided by law. The Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

31. **TIME.** Time is of the essence of this agreement.

32. **MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

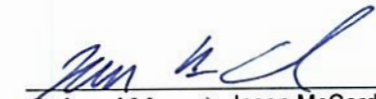
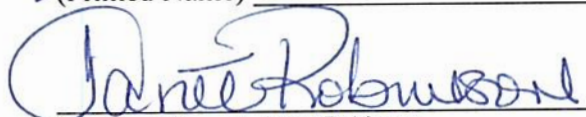
Agreed to this 20th day of January, 2022.

Two Witnesses as to SAA:



(Printed Name) Beverly K. Glarner

(Printed Name) _____

Two Witnesses as to Contractor:

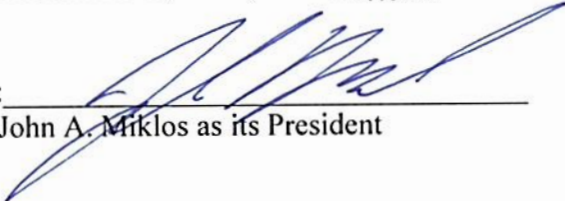

(Printed Name) Jason McCord

(Printed Name) Janet Robinson

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

By: 
 Mike Willingham, Ex. Director



**CONTRACTOR: BIO-TECH
CONSULTING, INC.**, a Florida corporation

By: 
John A. Miklos as its President

(corporate seal)