

**Sebring Airport Authority
Board Meeting Agenda
July 20, 2023**

1:30 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) **Call to Order**
- b) **Pledge of Allegiance and Invocation**
- c) **Roll Call**
- d) **Announcements**

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
8/17/2023	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve June 2023 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) Florida Health Sciences Center, Inc. – Building 22 - East Apartment & Hangar B Leases
- b) Terminal Apron High Mast Lighting Contract – Avcon
- c) Wildlife Hazard Mitigation Plan – Atkins Contract
- d) RFP #23-06 Terminal Apron Rehab Phase 2 – Recommendation of Award
- e) Resolution S23-08 Approving Budget Amendment S23-05

CONTINGENT ACTION ITEMS

- f) RFP 23-05 Hurricane IAN Multi Bldg Repairs Contract – Clyde Johnson Contracting and Roofing, Inc.

5. EXECUTIVE DIRECTORS' REPORT

6. BOARD OF DIRECTORS' BUSINESS

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 the come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
June 15, 2023**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on June 15, 2023, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Mark Andrews	-	Chairman
Pete McDevitt	-	Vice Chairman
Stanley Wells	-	Secretary
Craig Johnson	-	Asst. Secretary
Terrill Morris	-	Board Member
Carl Cool	-	Board Member
Brent Ferns	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Craig Sucich	-	Avcon
Tim Rolland	-	SpringLake HOA Board Member
Eric Menger	-	Hanson, Inc.
Kevin McCauley	-	Atkins

1. OPENING ITEMS

- A. Meeting was called to order at 1:30 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.
- C. **Roll Call**
Pete McDevitt, Carl Cool, Terrill Morris, Craig Johnson, Mark Andrews, Brent Ferns and Stanley Wells were present for the meeting.

D. Announcements

2. CONSENT AGENDA

Approve the Consent Agenda:

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

3. MISCELLANEOUS

4. ACTION ITEMS

A. FDOT Grant and Resolution – Airport Terminal Apron High Mast Lighting

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

B. RFP #23-06 – Hurricane IAN Multi Bldg Repairs Award

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

C. Resolution #23-06 Approving Budget Amendment S23-04

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

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report and Jason Ali updated the Board on Range activities. Executive Director announced that the Special Meeting called for July 6, 2023 has been cancelled.

6. DIRECTOR'S BUSINESS

Changed December Board Meeting to 12-14-23 because of Holiday


7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 2:30pm.



Mike Willingham, Executive Director



Approved by Board

Invoices Paid in May 2023 Presented in June 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
6/5/2023	James P. Perkins Dev. Co. Inc / Perkins Trucking	\$6,794.00	SAA: Delivery & Hauling of ARFF Truck to Sebring From Binghamton, NY
6/6/2023	Aaron's Carts Plus Inc.	\$920.00	FBO: Golf Cart # 2 Accelerator Pedal Assembly
6/6/2023	Bugs Bee-Ware Ext., Inc.	\$275.00	SAA: June 2023 Plant & Shrub Care
6/6/2023	C & C Plumbing, Inc.	\$257.00	SAA: Replace the Diaphragm Kit and Sloano Ring on the Urinal Flush Valve at Tecnam
6/6/2023	Cintas	\$201.79	SAA/FBO: Weekly Service; Mats, Air Care, & FBO Uniforms
6/6/2023	Cintas	\$118.00	SAA/FBO: Monthly AED Service
6/6/2023	Copy Life Inc	\$241.77	SAA/FBO: May 2023 Copies
6/6/2023	CrawfordTech Government Solutions LLC	\$796.80	SAA: Document Remediation for April 2023
6/7/2023	CrawfordTech Government Solutions LLC	\$192.00	CRA/SAA: Document Remediation for Board Documents for April 2023 Meeting, Minutes from 2.16.23 Meeting, Minutes from 3.09.23 Meeting, Budget Amendments
6/6/2023	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Lease of Copy Machines
6/6/2023	Paul C Valladares Jr	\$270.00	SAA/FBO: June 2023 Plant Services
6/6/2023	Pitney Bowes Global Financial	\$500.00	SAA: Postage Fees
6/6/2023	Reliance Aviation Miami LLC	\$1,825.00	SAA/FBO: Lease Fuel Truck Hauling Back to Reliance
6/6/2023	Security 101 Holdings, LLC dba Security 101	\$1,909.09	SAA: 30% Deposit - Software Update for Gate Controllers & Symmetry Software - Security Gate System
6/6/2023	Strategic Value Media	\$700.00	SAA: Advertising in 2023 Port Miami and Port Everglades Directory
6/6/2023	TechHouse:Intergrated	\$117.50	SAA: General IT Support; Install Ebridge & Help with Adobe Acrobat
6/7/2023	Risk Management Associates Inc	\$991.00	SAA: Preferred Governmental Insurance Trust - Business Auto (Add New Vehicle - ARFF Truck) - Policy #PK FL1 0284850 22-19 / 10.01.22-10.01.23
6/13/2023	Air & Electrical Services, Inc	\$183.17	SAA: Terminal Bldg. Irrigation Pump Surge Protector Replaced
6/13/2023	Michael Byrd	\$550.00	SAA: Stripped & Waxed Wood Floors at Runway Cafe, Including Wax & Stripper
6/13/2023	Bugs Bee-Ware Ext., Inc.	\$920.00	SAA: Bi-Monthly Lawn Care 6.08.23
6/13/2023	Cintas	\$546.77	SAA/FBO: Bi -Weekly Service; Mats, Air Fresheners, Soap/GermX, & FBO Uniforms
6/13/2023	The News Sun	\$809.50	SAA: Notice to Bidders/Invitation to Bid for #23-06 Terminal Apron Rehab
6/13/2023	TechHouse:Intergrated	\$182.50	SAA: General IT Support; Mike External Monitors Not Working; Check Bev's Account for Compromise
6/13/2023	TWC Services	\$411.50	SAA: Service Call for Ice Machine
6/15/2023	Beverly Glarner	\$281.98	SAA: May and June 2023 Internet Service; Executive Assistant Home Office
6/15/2023	Keysha Pecor	\$303.53	FBO: Travel Reimbursement for CSR Conference with NATA - K. Pecor (Lead CSR)
6/15/2023	Dustin Dennis	\$510.00	SAA: Detailing of 6 of the Airport Vehicles
6/20/2023	Air & Electrical Services, Inc	\$411.43	SAA: Service Call; Gate 9 Surge Protector Fried, Replaced Surge Protector, Rerouted and Sleeved Power Conductors and Replaced Burnt Motor Control Cable
6/20/2023	APTIM Environmental & Infrastructure, LLC.	\$2,035.00	SAA: Professional Services For Disaster Recovery & Grant Funding
6/20/2023	Bio-Tech Consulting Inc.	\$3,477.50	SAA: Bi -Monthly Waterway Weed Control
6/20/2023	Cintas	\$435.46	SAA/FBO: Weekly Service; Scraper Mats, Red Mats, Air Care, & FBO Uniforms
6/20/2023	Department of Management Svcs.	\$294.46	SAA/FBO: May 2023 Audio, Long Distance & Local Service
6/20/2023	EAA	\$189.00	SAA: EAA Membership Renewal (5 years)
6/20/2023	Long's Air Conditioning, Inc.	\$187.95	SAA: Service Call - AC at Terminal Bldg. Not Cooling
6/20/2023	RW Summers Railroad Contr., Inc	\$2,803.96	SAA: Q1 2023 Track Inspection at Sebring Airport Authority

Invoices Paid in May 2023 Presented in June 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
6/20/2023	Thomson Reuters	\$32.00	SAA: Professional Svcs for Tech Support for the Fixed Asset Software
6/20/2023	TWC Services	\$3,660.19	SAA: Purchase of New IM-350 Ice Machine; Removing Old Machine, with 5 years Part and Labor Warranty - Evaporator, 3 years all Parts and Labor; 5 years on Compressor and 3 years for the Labor on the Compressor
6/27/2023	Bugs Bee-Ware Ext., Inc.	\$540.00	SAA: Quarterly Exterminating Service 6.21.23
6/27/2023	Cintas	\$546.77	SAA/FBO: Bi -Weekly Service; Mats, Air Fresheners, Soap/GermX, & FBO Uniforms
6/27/2023	CliftonLarsonAllen	\$335.42	SAA: Professional Services; Lease Software - May 2023
6/27/2023	Creative Sign Designs	\$2,000.00	SAA: Professional Services - Design Pedestrian/Directional Signs Throughout the Sebring Airport - Deposit of 50%
6/27/2023	TechHouse:Intergrated	\$512.50	SAA: General IT Support; Outlook, Adobe, Printer Drivers, Lumens call Regarding ShoreTel Program

Total: \$38,726.80

June 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/30/2023	RESIDENCE INN SEBRING	\$477.00	SAA: Hotel Room for Taxiway 4A Resident Project Representative (RPR)
6/1/2023	NAPA AUTO PARTS SEBRING	\$85.73	SAA: Repair Parts for John Deer Gator
6/2/2023	WAWA 5370	\$39.00	FBO: Fuel for Explorer Courtesy Vehicle
6/2/2023	WAWA 5370	\$43.00	FBO: Fuel for Chevy Tahoe Courtesy Vehicle
6/2/2023	HARBOR FREIGHT TOOLS 538	\$45.91	FBO: Painters Blue Tape for FBO
6/5/2023	DISH NETWORK-ONE TIME	\$132.50	FBO: Monthly Satellite Service for Pilot's Lounge - June 2023
6/5/2023	RESIDENCE INN SEBRING	\$636.00	SAA: Hotel Room for Taxiway 4A Resident Project Representative (RPR)
6/5/2023	WCI SEBRING HAULING	\$747.93	SAA/FBO: Monthly Waste Collection - June 2023
6/5/2023	ALLEN ENTERPRISES INC	\$63.30	SAA: Air Field Lighting
6/5/2023	THE HOME DEPOT #6340	\$109.85	SAA: Replacement Tools for Maintenance Truck
6/6/2023	VERIZONWRLSS RTCCR VB	\$1,544.24	SAA/FBO: Monthly Mobile Service - May 2023
6/6/2023	8072 EW-SEBRING	\$120.83	SAA: Light Switches for Hangars
6/7/2023	AMZN Mktp US FW9P14R53	\$63.88	SAA: Emergency Floods Light Fixtures for Building 103
6/7/2023	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
6/8/2023	AMZN Mktp US XQ7YT9F73	\$8.99	FBO: Staple Removers
6/8/2023	AMZN Mktp US TT0FP2GD3	\$44.99	SAA: Trash Bags for Employee Kitchen
6/8/2023	CHEVRON 0380275	\$42.00	SAA: Fuel for 2023 Ford Explorer Courtesy Vehicle
6/9/2023	AMZN Mktp US 007GM7J13	\$136.12	FBO: Rain Coats and Hats for FBO Linemen
6/9/2023	OFFICE DEPOT #2362	\$401.96	SAA: Ink/Toner for Executive Director
6/9/2023	ADOBE ACROPRO SUBS	\$215.91	SAA: Monthly Subscriptions
6/12/2023	RESIDENCE INN SEBRING	\$636.00	SAA: Hotel Room for Taxiway 4A Resident Project Representative (RPR)
6/12/2023	WAWA 5370	\$93.00	SAA: Fuel for Maintenance Truck
6/12/2023	NAPA AUTO PARTS SEBRING	\$73.99	SAA: Tire Patch Kit
6/12/2023	APEX OFFICE PRODUCTS INC	\$97.98	SAA: Ink/Toner for Ex. Offices
6/13/2023	AMZN Mktp US 086PS3063	\$35.99	SAA/FBO: Purchase of 6 Mop Heads
6/13/2023	TRTAX&ACTGPROFESSIONAL	\$294.00	SAA: Monthly Subscription Fixed Asset Software
6/14/2023	AMZN Mktp US I62X398F3	\$107.58	FBO: Raincoats for FBO Linemen
6/14/2023	WAWA 5371	\$54.05	SAA: Fuel for Courtesy Vehicle
6/15/2023	AMZN Mktp US DP33F1SW3	\$76.63	SAA: Cork Board for Maintenance Office
6/18/2023	AMZN MKTP US T62YE00W3 AM	\$54.83	SAA: 4 Power Strip Surge Protectors
6/19/2023	WING AERO PRODUCTS	\$148.61	FBO: Products for Resale to FBO Customers
6/19/2023	SEVEN SEBRING RACEWAY	\$121.28	FBO: Gibson Aviation - Repairs to Fuel Trucks
6/19/2023	RESIDENCE INN SEBRING	\$636.00	SAA: Hotel Room for Taxiway 4A Resident Project Representative (RPR)
6/19/2023	ALLEN ENTERPRISES INC	\$1,812.24	SAA: 2 LED Retrofit Light for Old Runway Signs
6/20/2023	AMZN Mktp US FAOPD85Q3	\$14.39	SAA: 2 Humidity and Temperature Monitors
6/21/2023	THE HOME DEPOT #6340	\$40.92	FBO: Bleach for FBO
6/21/2023	WM SUPERCENTER #666	\$164.54	FBO: Water, Gatorade and Cutlery/Paper Plates

June 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
6/21/2023	APEX OFFICE PRODUCTS INC	\$178.96	SAA: 3 - 4" Binders, 1 - 3" Binder, pack of Pens, 4 - Packs
6/22/2023	THE HOME DEPOT #6340	\$166.76	FBO: Repairs for Pressure Washer and 12 cans of Wasp Spray
6/22/2023	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
6/23/2023	WAWA 5370	\$46.00	FBO: Fuel for Chevy Tahoe Courtesy Vehicle
6/23/2023	CLIFF BERRY INC	\$100.00	FBO: Recovered Waste Oil from KSEF
6/23/2023	NAPA AUTO PARTS SEBRING	\$82.97	FBO: O-Ring Kit, Super Glue and Gasket Maker to Repair Seals at Fuel Farm
6/23/2023	TEXTBILLING.NET	\$49.35	SAA: Mass Text Billing
6/24/2023	APEX OFFICE PRODUCTS INC	\$224.79	FBO: Paper and Creamer for FBO
6/24/2023	WAWA 5370	\$90.01	SAA: Fuel for Maintenance Truck
6/26/2023	RESIDENCE INN SEBRING	\$477.00	SAA: Hotel Room for Taxiway 4A Resident Project Respresentative (RPR)
6/26/2023	THE HOME DEPOT #6340	\$219.93	SAA: Two Condensate Pumps for Terminal Building and Shop Vac
6/28/2023	PATRIOTICBRANDS.COM	\$350.37	SAA: Replacement: US and POW Flags
6/28/2023	NAPA AUTO PARTS SEBRING	\$77.83	SAA: Oil Change Materials for New X Generators
6/28/2023	NAPA AUTO PARTS SEBRING	\$233.92	SAA: Battery for X Generator Fittings and Hoses for Oil Change
6/30/2023	AMZN Mktp US 5J3ZA8F53	\$21.58	SAA: iPad Cover Executive Offices

Total Due: \$12,044.14

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 7/13/2023
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&LLOCK A & L Lock, Craig D Curtis									
009029	7/11/2023	8/10/2023	80.00	80.00	0.00	0.00	0.00	0.00	SAA/FBO: Rekey Hangar #12
Vendor A&LLOCK Totals:			<u>80.00</u>	<u>80.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ALLIED Universal Protection Service, LLC									
14483695 JUNE 2023	6/30/2023	7/30/2023	12,850.50	12,850.50	0.00	0.00	0.00	0.00	SAA: June 2023 Security Service
Vendor ALLIED Totals:			<u>12,850.50</u>	<u>12,850.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AROMA Aroma Coffee									
011304221	7/1/2023	7/31/2023	1,269.73	1,269.73	0.00	0.00	0.00	0.00	SAA/FBO: Coffee Station and Restroom Supplies Replenishment
Vendor AROMA Totals:			<u>1,269.73</u>	<u>1,269.73</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
125104 TAXIWAY	6/30/2023	7/30/2023	55,075.19	55,075.19	0.00	0.00	0.00	0.00	SAA: June 2023 SEF Taxiway A4 Construction - Grant Reimbursed
125105 OC	6/30/2023	7/30/2023	4,922.50	4,922.50	0.00	0.00	0.00	0.00	SAA: June 2023 General On-Call Services
Vendor AVCON Totals:			<u>59,997.69</u>	<u>59,997.69</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BIGMES Big Messages LLC									
716-J1604	6/1/2023	7/1/2023	164.39	164.39	0.00	0.00	0.00	0.00	SAA/FBO: After Hours Answering Service - June 2023
Vendor BIGMES Totals:			<u>164.39</u>	<u>164.39</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4159963786	6/28/2023	7/28/2023	537.86	537.86	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Freshener, Air Care, GermX, Soap; FBO Uniforms
4160737930	7/6/2023	8/5/2023	426.55	426.55	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svc; Mats, Air Freshener, Air Care, GermX, Soap; FBO Uniforms. FBO Red Mats
4161392202	7/12/2023	8/11/2023	537.86	537.86	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Freshener, Air Care, GermX, Soap; FBO Uniforms
Vendor CINTAS Totals:			<u>1,502.27</u>	<u>1,502.27</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 7/13/2023
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
DIANARI Diana Ries Designs, Inc.									
14291	6/30/2023	7/30/2023	477.00	477.00	0.00	0.00	0.00	0.00	SAA/CRA: June 2023 Website Updates
Vendor DIANARI Totals:			<u>477.00</u>	<u>477.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
FLORIDI Floridians for Better Transportation									
M-2023-0077	7/8/2023	8/7/2023	500.00	500.00	0.00	0.00	0.00	0.00	SAA: 2023 Annual Membership Dues
Vendor FLORIDI Totals:			<u>500.00</u>	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
HANSON Hanson Professional Services Inc									
1103651	7/1/2023	7/31/2023	2,325.00	2,325.00	0.00	0.00	0.00	0.00	SAA: SEF - Planning Assistance; Life Safety Planning, Mitigating Airspace Problems with Possible Scheduled Service Maintenance Facility and Other Aviation Related Matters
Vendor HANSON Totals:			<u>2,325.00</u>	<u>2,325.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
INTRADY Intradyn									
7555	7/5/2023	8/4/2023	1,080.00	1,080.00	0.00	0.00	0.00	0.00	SAA: Social Media Archiving Bundle 3 - Year
Vendor INTRADY Totals:			<u>1,080.00</u>	<u>1,080.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
JULY 2023	7/1/2023	7/31/2023	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: July 2023 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>	
PORTS Ports Publishing, LLC									
23044857	7/5/2023	8/4/2023	350.00	350.00	0.00	0.00	0.00	0.00	SAA: 2023 Miami Airport & Freight Guides - Advertisement
Vendor PORTS Totals:			<u>350.00</u>	<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP									
1783024	6/30/2023	7/30/2023	1,300.00	1,300.00	0.00	0.00	0.00	0.00	SAA: June 2023 Legal Svc;- Grant Reimbursement
Vendor SHUTTS Totals:			<u>1,300.00</u>	<u>1,300.00</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 7/13/2023
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
SUMMIT Summit Fire & Security, LLC									
681005	7/12/2023	8/11/2023	408.50	408.50	0.00	0.00	0.00	0.00	SAA: Runway Cafe Restaurant Fire Suppression Systems Test - Annual
681872	7/13/2023	8/12/2023	2,426.25	2,426.25	0.00	0.00	0.00	0.00	SAA/FBO: Annual Fire Extinguisher Inspection
Vendor SUMMIT Totals:			<u>2,834.75</u>	<u>2,834.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
10570	6/30/2023	7/30/2023	4,121.69	4,121.69	0.00	0.00	0.00	0.00	SAA: June 2023 General On-Call Services
10571	6/30/2023	7/30/2023	682.00	682.00	0.00	0.00	0.00	0.00	SAA: June 2023 Legal Services Eviction; Deersky, LLC.
Vendor SWAINE Totals:			<u>4,803.69</u>	<u>4,803.69</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>97,860.02</u></u>	<u><u>97,860.02</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 7/13/2023
 Sebring Airport Authority (FBO)

Vendor Name / Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
S041157	7/1/2023	7/21/2023	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Software - 5 Users
947942	7/10/2023	7/30/2023	22,921.18	22,921.18	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at KSEF
M292264	7/11/2023	7/31/2023	79.34	79.34	0.00	0.00	0.00	0.00	FBO: WingPoints Issued through 7.11.23
Vendor ASCENT Totals:			<u>23,298.02</u>	<u>23,298.02</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas Corporation No. 2 dba									
5164123137	6/26/2023	7/26/2023	312.61	312.61	0.00	0.00	0.00	0.00	SAA/FBO: First Aide Cabinet Replenishment
Vendor CINTAS Totals:			<u>312.61</u>	<u>312.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
GIBSON Gibson Aviation Services Inc.									
6208	7/3/2023	8/2/2023	2,149.18	2,149.18	0.00	0.00	0.00	0.00	FBO: Pulse Counter Replaced & Tested on Jet-A Truck
6209	6/30/2023	7/18/2023	1,110.28	1,110.28	0.00	0.00	0.00	0.00	FBO: Product Filter Change at KSEF for AvGas Truck; Includes Service, Parts, Freight, Service Call & Mileage
6210	6/30/2023	7/18/2023	5,862.40	5,862.40	0.00	0.00	0.00	0.00	FBO: Product Filter Change at KSEF for Jet-A & AvGas Tank Farms, Jet-A Truck & Mogas S/S; Includes Service, Parts, Freight, Service Call & Mileage
Vendor GIBSON Totals:			<u>9,121.86</u>	<u>9,121.86</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>32,732.49</u></u>	<u><u>32,732.49</u></u>	<u><u>0.00</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: July 20, 2023

PRESENTER: Mike Willingham

AGENDA ITEM: Florida Health Sciences Center, Inc.

BACKGROUND: Both of Tampa General Hospital’s leases are due. The West Apartment and Hangar B for AeroMed maintenance operations.

Term: 1 year – July 1, 2023, to June 30, 2024
Rent: Apartment - \$3225 per month Hangar B - \$3225 per month
Options: Two additional 1-year terms with CPI or 3%

REQUESTED MOTION: Move to approve leases as presented and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

Board Action:

Approved	X
Denied	_____
Tabled	_____

SEBRING AIRPORT AUTHORITY
BUSINESS BUILDING LEASE
(West Side Apartments)

THIS BUSINESS BUILDING (this "Lease") is made and entered into this 27 day of June 2023, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **FLORIDA HEALTH SCIENCES CENTER, INC.** d/b/a Tampa General Hospital, a Florida not for profit corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD operates the Sebring Regional Airport and is the owner of Building 22 (the "Building") located at the Sebring Regional Airport and Industrial Park (the "Airport") in the County of Highlands, State of Florida; and,

WHEREAS, LANDLORD has agreed to lease space in the Building to TENANT and to occasionally provide hanger space to TENANT for its medical helicopter, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said space from LANDLORD,

NOW THEREFORE, in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease shall be for one (1) year (the "Initial Term"), commencing on July 1, 2023 (the "Commencement Date"), and ending on June 30, 2024, unless sooner renewed or terminated in accordance with this Lease. The Initial Term and any applicable Renewal Term (defined below) are collectively herein referred to as the "Term."
2. **PROPERTY.** The property subject to this Lease is the apartments on the west portion of the second story of Building 22 located at 29536 Flying Fortress Lane #2, Sebring, Florida at the Airport, consisting of approximately 2,500 square feet and containing 3 bedrooms, 2 bathrooms, a laundry/utility room, a central living room and kitchen area (herein called the "Premises"). The Lease includes the right of TENANT's employees and invitees to utilize all common walks and drives around the Building at all times during the Term. LANDLORD reserves the right to designate where TENANT's employees shall park, provided that parking shall be available at all times during the Term to the extent reasonably necessary for TENANT's use of the Premises. Such parking shall be without additional charge and on a first come, first served basis. No animals shall be allowed access to the Premises.
3. **USE.** The Premises are to be used by the TENANT for the sole purpose of on-duty housing for its helicopter crew members. TENANT will make no unlawful, improper, or offensive use of the Premises.

4. **RENT.** Commencing on the Commencement Date, and continuing throughout the Term, TENANT hereby agrees to pay rent to LANDLORD in the amount of \$3225.00 per month, together with a 5% fire/security charge and any sales or use taxes thereon, if applicable, in advance, on or before the first day of each month during the Term of the Lease. If TENANT properly exercises the option in paragraph 5 below, on each anniversary of the Commencement Date, rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. In the event of a partial calendar month, a prorated installment of rent shall be calculated and payable at the rates then applicable under this Lease.
5. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for two (2) additional one (1) year terms (each a "Renewal Term") upon the same terms and conditions. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of the then-current Term, as the same may be renewed from time to time, if at all, and shall be effective only if TENANT is not in default under this Lease. Failure to exercise any option shall serve to cancel all remaining options hereunder.
6. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.
7. **KEYS.** Upon the expiration or termination of the Lease, TENANT shall return all copies of the key to the Premises. Each lost key shall incur a \$50.00 re-key fee.
8. **UTILITIES.** LANDLORD shall make available, at TENANT's expense, the utilities necessary for the Premises, including electricity, water, sewer and septic, and all associated maintenance. TENANT hereby agrees to pay LANDLORD \$750.00 per month, in addition to rent, for utility services.
9. **COMMON AREA MAINTENANCE.** There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.
10. **LATE PAYMENTS.** Rent payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

11. **WORTHLESS PAYMENTS.** Any Rent payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

12. **SERVICES.** TENANT will provide and pay for its own telephone and internet services, including all handsets, at its expense.

13. **HOLD HARMLESS.** TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the gross negligence or willful misconduct of LANDLORD. TENANT agrees to pay on behalf of LANDLORD the reasonable cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

14. **INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the Term of this Lease, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. Tenant is permitted to provide the required insurance through a program of self-insurance. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

A. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents.

CONTENTS COVERAGE. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and TENANT's leasehold improvements.

LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance.

CERTIFICATE OF INSURANCE. Upon execution of this Lease, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. Upon request thereafter, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Lease.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES. TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, Rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance, but only to the extent such damage is caused by an act or the negligence of TENANT or any of TENANT's agents, employees, or invitees.

INDEMNIFICATION. TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT.

ADDITIONAL INSURANCE. If checked below, LANDLORD requires the following additional types of insurance.

Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this Lease.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use

of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

15. MAINTENANCE AND CLEANING. LANDLORD will be responsible for the maintenance of the Building envelope, all common areas, and the grounds, at LANDLORD's expense. TENANT shall be responsible for interior of leased space and cleaning of the Premises, at TENANT's expense.

16. ASSIGNMENT. TENANT shall not assign this Lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall not be unreasonably withheld, conditioned, or delayed.

17. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including furnishings and fixtures, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT'S occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT. TENANT shall not be liable for any costs or repairs caused by normal wear and tear.

18. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon the Premises for a period of thirty (30) days or more during the Term of this Lease, LANDLORD may, at its option, without notice, relet the Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the Rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the Rent due or to become due from TENANT.

19. ALTERATIONS. TENANT shall make no additions or alterations in or to the Premises without the written consent of LANDLORD and TENANT shall reimburse LANDLORD for all costs of reviewing such proposals. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

20. NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall

have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD so as to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property, a construction lien upon LANDLORD'S estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

21. PLEDGE OF LEASEHOLD INTEREST. TENANT may not pledge its leasehold interest as security for a loan.

22. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of the Airport. This Lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the United States of America and the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the Lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease, nothing contained in this Lease shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

23. EMPLOYEES. TENANT will require that a criminal background check be made on all employees of TENANT prior to their having access to the Premises and the background check must reveal no record of felony convictions.

24. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. TENANT shall use the Premises in compliance with all other requirements

imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

In the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease and to re-enter the Premises as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

25. EXCLUSIVE USE. This Lease shall in no way convey the exclusive use of any part of the Building (other than Premises) and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Building (other than Premises) for any purpose deemed suitable by LANDLORD.

26. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport and this Lease shall be subordinate to such future agreements.

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

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

Florida Health Sciences Center, Inc.
Attention: Jeremy Sutherland
P.O. Box 1289
Tampa, Florida 33601
813-844-7211 jsutherland@tqh.org

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.

28. WAIVER OF BREACH. The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

29. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provisions hereof.

30. ASSIGNS AND SUCCESSORS. Except as otherwise provided herein, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

31. **CLEANLINESS AND SAFETY**. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing.

32. **DANGEROUS ACTIVITIES PROHIBITED**. TENANT agrees not to do or allow anything to be done which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

33. **AIRPORT FACILITIES**. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

34. **AIRPORT PRIORITY**. This Lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Airport, including Federal Aviation grant requirements.

35. **RACES AND EVENTS**. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Airport. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Airport, and may therefore inconvenience TENANT, but will not prevent TENANT's access to or use of the Premises. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

36. **AIRPORT PROTECTION**. It shall be conditions of this Lease that:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Premises and the Building, together with the right to cause in said airspace such noise

as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the Airport.

B. LANDLORD expressly reserves unto itself, its successor and assigns, the right to prevent any use of the Premises or the Building which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

37. **STATE AND FEDERAL GOVERNMENT**. The parties specifically understand and agree that some of the improvements within the Airport are funded in whole or in part by grants from agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, if applicable to TENANT, particularly those pertaining to employment.

38. **ENVIRONMENTAL MATTERS**. TENANT covenants and agrees to discharge only domestic waste into LANDLORD'S sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or the Building from any source whatsoever, except for bio-medical (Red Bag), which will be properly handled and disposed of as required by law. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility.

39. **RADON GAS**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(5), Florida Statutes.

40. **DEFAULT**. The occurrence of one or more of the following is an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for ten (10) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy are filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the same is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within ninety (90) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

41. LANDLORD'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD, though any amounts due will be offset by any rent paid for the Premises by any other party;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the Rent to be paid over the entire Term of this Lease and bring then or thereafter an action for said Rent and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without

relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

42. **ATTORNEYS' FEES AND COSTS.** 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 LANDLORD'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.

43. **AMENDMENT.** 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.

44. **SUITABILITY OF PREMISES.** The TENANT acknowledges having examined the Premises thoroughly before entering into this Lease, and does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

45. **SIGNAGE.** TENANT shall have the right to install any interior or exterior signage in or on the Building, provided that all signage of TENANT on display in or on the Building will be at TENANT's expense, must be of the same style and type as other signage located in or on the Building and must be approved by LANDLORD, in writing, prior to installation. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, including TENANT's location, then TENANT will pay TENANT's prorata share of the cost of maintenance of that sign, based on TENANT's leased area at the Building.

46. **TAXES.**

A. Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT will pay its pro rata share of the taxes, based on the square footage leased. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on

demand. Should said taxes not be paid by TENANT, they shall be considered unpaid Additional Rent and failure to pay said taxes shall be considered a default hereunder.

B. Sales Tax. TENANT has advised LANDLORD that TENANT is a 501(c)(3) organization exempt from the payment of sales taxes on Rent and, notwithstanding the provisions of Section 46(A) above or any other provision or implication in this Lease, for so long as such exemption is maintained, any taxes chargeable to TENANT shall exclude sales taxes on rent.

C. Ad Valorem Real Property Taxes. TENANT has advised LANDLORD that, as a 501(c)(3) organization, TENANT may not be required to pay ad valorem real property taxes with respect to the Premises. TENANT may apply for, obtain, and maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent TENANT obtains and maintains such an exemption, TENANT shall not be required to pay any ad valorem real property taxes with respect to which TENANT is exempt. Until such exemption has been obtained by TENANT, TENANT will make monthly deposits as set forth above.

47. **PROVISIONS OF 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 Lease 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 Lease shall forthwith be physically amended to make such insertion or correction.

48. **FIRE AND CASUALTY**. If fire or other casualty renders the Premises untenable, this Lease shall remain in full effect, but the Rent shall be abated until the Premises are repaired. The Rent abatement provided in this paragraph shall not apply if the cause of the casualty or destruction was due in whole or in part to the negligent or willful acts of TENANT, or of TENANT's employees, agents, or guests.

49. **GOVERNING LAW**. This Lease 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.

50. **LAWS AND REGULATIONS**. TENANT shall comply with all laws, ordinances, rules, orders and regulations relating to TENANT's performance under this Lease and TENANT's use of the Premises.

51. **TIME**. Time is of the essence of this Lease.

52. **MULTIPLE ORIGINALS**. This Lease is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

53. **WAIVER OF LANDLORD'S LIEN**. LANDLORD hereby expressly waives any right which it may have to impose any lien or exercise any rights of distress upon or with respect to any of TENANT's business and trade fixtures, equipment, movable partitions, furniture, merchandise, inventory, records, patient information, and other documentation owned by TENANT and/or generated in the conduct of TENANT's business and other personal property within the Premises (collectively, "TENANT's Property"), presently or hereafter situated on or about the Premises following a default by TENANT under this Lease. This Lease does not grant a contractual lien or any other security interest to LANDLORD or in favor of LANDLORD with respect to TENANT's Property.

[Signatures to immediately follow.]

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

Two Witnesses as to Landlord:

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

Beverly K. Glarner
(Printed Name) **Beverly K. Glarner**

By: *[Signature]*
 Mark Andrews, as its Chair or
 Peter McDevitt, as its Vice Chair

Jami Olive
(Printed Name) **Jami Olive**

Attest: *[Signature]*
 Stanely Wells, as its Secretary or
 D. Craig Johnson, as its Asst. Secretary



Two Witnesses as to Tenant:

TENANT: FLORIDA HEALTH SCIENCES CENTER, INC. d/b/a Tampa General Hospital, a Florida not for profit corporation

Sarah Milkin
(Printed Name) **Sarah Milkin**

By: *[Signature]*
Name: Mark A. Runyon,
as its Chief Financial Officer

Deborah Bailey
(Printed Name) **Deborah Bailey**

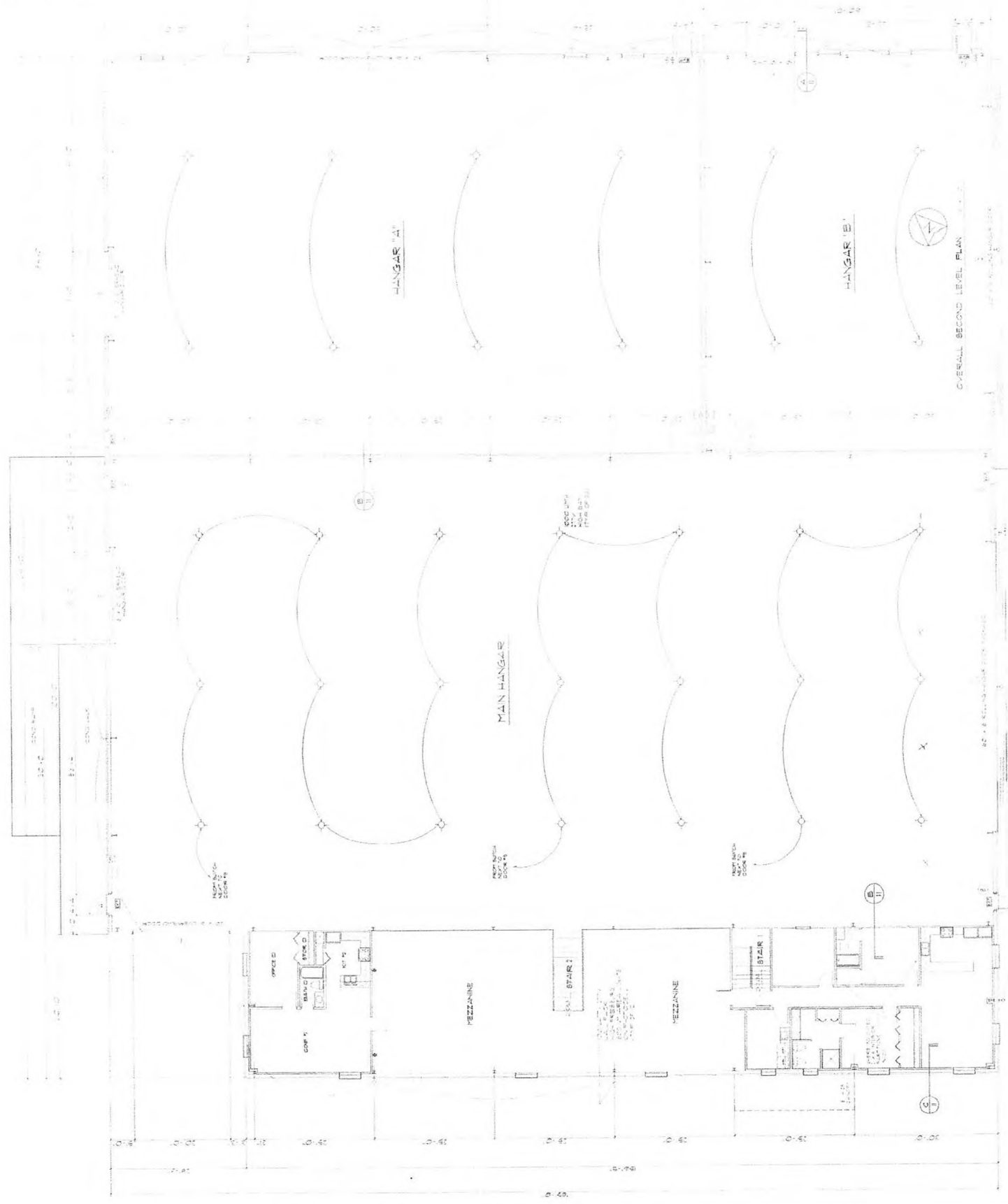
Project
 LEZA AIRCRAFT CORPORATION
 SEBRING AIRPORT SEBRING, FLORIDA

FRASIER CONTRACTING
 845 BERKLEY ROAD N
 ANDERDALE FLORIDA

RON KUROWSKI
 ARCHITECT
 FL REG NO. A0001843
 TELEPHONE: (941) 647-2986
 PROJECT COORDINATOR
 JOHN FITZMAURICE
 (941) 451-1841

PLEASE

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SEBRING AIRPORT AUTHORITY
AIRCRAFT SPACE LEASE
(Hangar B)

THIS AIRCRAFT SPACE LEASE (this "Lease") is made and entered into this 24 day of June 2023, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **FLORIDA HEALTH SCIENCES CENTER, INC.** d/b/a Tampa General Hospital, a Florida not for profit corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD operates the Sebring Regional Airport and is the owner of Building 22 (the "Building") located at the Sebring Regional Airport and Industrial Park (the "Airport") in the County of Highlands, State of Florida; and,

WHEREAS, LANDLORD has agreed to lease space in the Building to TENANT and to occasionally provide hanger space to TENANT for its medical helicopter, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said space from LANDLORD,

NOW THEREFORE, in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease shall be for one (1) year (the "Initial Term"), commencing on July 1, 2023 (the "Commencement Date"), and ending on June 30, 2024, unless sooner renewed or terminated in accordance with this Lease. The Initial Term and any applicable Renewal Term (defined below) are collectively herein referred to as the "Term."
2. **PROPERTY.** The property subject to this Lease is Hangar B of Building 22 located at 29536 Flying Fortress Lane #3, Sebring, Florida, at the Airport (herein called the "Premises"). The Lease includes the right of TENANT's employees and invitees to utilize all common walks and drives around the Building at all times during the Term. LANDLORD reserves the right to designate where TENANT's employees shall park, provided that parking shall be available at all times during the Term to the extent reasonably necessary for TENANT's use of the Premises. Such parking shall be without additional charge and on a first come, first served basis. No animals shall be allowed access to the Premises.
3. **USE.** The Premises are to be used by the TENANT for the sole purposes of aircraft maintenance, aircraft storage, and the storage of tools and parts. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** Commencing on the Commencement Date, and continuing throughout the

Term, TENANT hereby agrees to pay rent to LANDLORD in the amount of \$3225.00 per month, together with a 5% fire/security charge and any sales or use taxes thereon, if applicable, in advance, on or before the first day of each month during the Term of the Lease. If TENANT properly exercises the options in paragraph 5 below, the rent shall be adjusted upward for the renewal term in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. In the event of a partial calendar month, a prorated installment of rent shall be calculated and payable at the rates then applicable under this Lease.

5. **OPTION TO RENEW**. LANDLORD hereby grants to TENANT an option to renew this Lease for two (2) additional one (1) year terms (each a "Renewal Term") upon the same terms and conditions. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of the then-current Term, as the same may be renewed from time to time, if at all, and shall be effective only if TENANT is not in default under this Lease. Failure to exercise any option shall serve to cancel all remaining options hereunder.

6. **EMERGENCY CONTACT**. TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.

7. **KEYS**. Upon the expiration or termination of the Lease, TENANT shall return all copies of the key to the Premises. Each lost key shall incur a \$50.00 re-key fee.

8. **UTILITIES**. LANDLORD shall make available, at TENANT's expense, the utilities necessary for the Premises, including electricity, water, sewer and septic, and all associated maintenance. TENANT hereby agrees to pay LANDLORD \$250.00 per month, in addition to rent, for utility services.

9. **COMMON AREA MAINTENANCE**. There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

10. **LATE PAYMENTS**. Rent payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

11. **WORTHLESS PAYMENTS**. Any Rent payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

12. **SERVICES**. TENANT will provide and pay for its own telephone and internet services, including all handsets, at its expense.

13. **HOLD HARMLESS**. TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the gross negligence or willful misconduct of LANDLORD. TENANT agrees to pay on behalf of LANDLORD the reasonable cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

14. **INSURANCE AND INDEMNITY**. TENANT will at its own expense and at all times during the Term of this Lease, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. Tenant is permitted to provide the required insurance through a program of self-insurance. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

A. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents.

CONTENTS COVERAGE. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and TENANT's leasehold improvements.

LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance

CERTIFICATE OF INSURANCE. Upon execution of this Lease, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. Upon request thereafter, TENANT will furnish a valid
Certificate

of Insurance to LANDLORD annually at the address in the "Notices" clause of this Lease.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES. TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, Rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance, but only to the extent such damage is caused by an act or the negligence of TENANT or any of TENANT's agents, employees, or invitees.

INDEMNIFICATION. TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT.

ADDITIONAL INSURANCE. If checked below, LANDLORD requires the following additional types of insurance.

X Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this Lease.

X Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

15. **MAINTENANCE AND CLEANING.** LANDLORD will be responsible for the maintenance of the Building envelope, all common areas, and the grounds, at LANDLORD's expense. TENANT shall be responsible for maintenance of the interior of leased space and cleaning of the Premises, at TENANT's expense.

16. **ASSIGNMENT.** TENANT shall not assign this Lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall not be unreasonably withheld, conditioned, or delayed.

17. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including furnishings and fixtures, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT'S occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT. Notwithstanding any provision or implication in this Lease, in no event shall TENANT be liable for any costs or repairs caused by normal wear and tear.

18. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon the Premises for a period of thirty (30) days or more during the Term of this Lease, LANDLORD may, at its option, without notice, relet the Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the Rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the Rent due or to become due from TENANT.

19. **ALTERATIONS.** TENANT shall make no additions or alterations in or to the Premises without the written consent of LANDLORD and TENANT shall reimburse LANDLORD for all costs of reviewing such proposals. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

20. **NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD so as

to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property, a construction lien upon LANDLORD'S estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

21. PLEDGE OF LEASEHOLD INTEREST. TENANT may not pledge its leasehold interest as security for a loan.

22. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of the Airport. This Lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the United States of America and the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the Lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease, nothing contained in this Lease shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

23. EMPLOYEES. TENANT will require that a criminal background check be made on all employees of TENANT prior to their having access to the Premises and the background check must reveal no record of felony convictions.

24. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally

assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

In the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease and to re-enter the Premises as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

25. EXCLUSIVE USE. This Lease shall in no way convey the exclusive use of any part of the Building (other than Premises) and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Building (other than Premises) for any purpose deemed suitable by LANDLORD.

26. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport and this Lease shall be subordinate to such future agreements.

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

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

Florida Health Sciences Center, Inc.
Attention: Jeremy Sutherland
P.O. Box 1289
Tampa, Florida 33601
813-844-7211 jsutherland@tgh.org

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.

28. WAIVER OF BREACH. The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

29. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provisions hereof.

30. ASSIGNS AND SUCCESSORS. Except as otherwise provided herein, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

31. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean,

safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing.

32. DANGEROUS ACTIVITIES PROHIBITED. TENANT agrees not to do or allow anything to be done which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

33. AIRPORT FACILITIES. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

34. AIRPORT PRIORITY. This Lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Airport, including Federal Aviation grant requirements.

35. RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Airport. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Airport, and may therefore inconvenience TENANT, but will not prevent TENANT's access to or use of the Premises. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

36. AIRPORT PROTECTION. It shall be conditions of this Lease that:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Premises and the Building, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for

navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the Airport.

B. LANDLORD expressly reserves unto itself, its successor and assigns, the right to prevent any use of the Premises or the Building which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

37. STATE AND FEDERAL GOVERNMENT. The parties specifically understand and agree that some of the improvements within the Airport are funded in whole or in part by grants from agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, if applicable to TENANT, particularly those pertaining to employment.

38. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into LANDLORD'S sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or the Building from any source whatsoever, except for bio-medical (Red Bag), which will be properly handled and disposed of as required by law. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility.

39. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(5), Florida Statutes.

40. DEFAULT. The occurrence of one or more of the following is an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for ten (10) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon

TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy are filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the same is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within ninety (90) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

41. LANDLORD'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD, though any amounts due will be offset by any rent paid for the Premises by any other party;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the Rent to be paid over the entire Term of this Lease and bring then or thereafter an action for said Rent and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter

becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

42. ATTORNEYS' FEES AND COSTS. 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 LANDLORD'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.

43. AMENDMENT. 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.

44. SUITABILITY OF PREMISES. The TENANT acknowledges having examined the Premises thoroughly before entering into this Lease, and does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

45. SIGNAGE. TENANT shall have the right to install any interior or exterior signage in or on the Building, provided that all signage of TENANT on display in or on the Building will be at TENANT's expense, must be of the same style and type as other signage located in or on the Building and must be approved by LANDLORD, in writing, prior to installation. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, including TENANT's location, then TENANT will pay TENANT's prorata share of the cost of maintenance of that sign, based on TENANT's leased area at the Building.

46. TAXES.

A. Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT will pay its pro rata share of the taxes, based on the square footage leased. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on

demand. Should said taxes not be paid by TENANT, they shall be considered unpaid Additional Rent and failure to pay said taxes shall be considered a default hereunder.

B. Sales Tax. TENANT has advised LANDLORD that TENANT is a 501(c)(3) organization exempt from the payment of sales taxes on Rent and, notwithstanding the provisions of Section 46(A) above or any other provision or implication in this Lease, for so long as such exemption is maintained, any taxes chargeable to TENANT shall exclude sales taxes on rent.

C. Ad Valorem Real Property Taxes. TENANT has advised LANDLORD that, as a 501(c)(3) organization, TENANT may not be required to pay ad valorem real property taxes with respect to the Premises. TENANT may apply for, obtain, and maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent TENANT obtains and maintains such an exemption, TENANT shall not be required to pay any ad valorem real property taxes with respect to which TENANT is exempt. Until such exemption has been obtained by TENANT, TENANT will make monthly deposits as set forth above.

47. PROVISIONS OF 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 Lease 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 Lease shall forthwith be physically amended to make such insertion or correction.

48. FIRE AND CASUALTY. If fire or other casualty renders the Premises untenable, this Lease shall remain in full effect, but the Rent shall be abated until the Premises are repaired. The Rent abatement provided in this paragraph shall not apply if the cause of the casualty or destruction was due in whole or in part to the negligent or willful acts of TENANT, or of TENANT's employees, agents, or guests.

49. GOVERNING LAW. This Lease 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.

50. LAWS AND REGULATIONS. TENANT shall comply with all laws, ordinances, rules, orders and regulations relating to TENANT's performance under this Lease and TENANT's use of the Premises.

51. TIME. Time is of the essence of this Lease.

52. MULTIPLE ORIGINALS. This Lease is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

53. **WAIVER OF LANDLORD'S LIEN**. LANDLORD hereby expressly waives any right which it may have to impose any lien or exercise any rights of distress upon or with respect to any of TENANT's business and trade fixtures, equipment, movable partitions, furniture, merchandise, inventory, records, patient information, and other documentation owned by TENANT and/or generated in the conduct of TENANT's business and other personal property within the Premises (collectively, "TENANT's Property"), presently or hereafter situated on or about the Premises following a default by TENANT under this Lease. This Lease does not grant a contractual lien or any other security interest to LANDLORD or in favor of LANDLORD with respect to TENANT's Property.

[Signatures to immediately follow.]

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

Two Witnesses as to Landlord:

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

Beverly K. Glarner
(Printed Name) **Beverly K. Glarner**

By: *[Signature]*
 Mark Andrews, as its Chair or
 Peter McDevitt, as its Vice Chair

Jami Olive
(Printed Name) **Jami Olive**

Attest: *[Signature]*
 Stanely Wells, as its Secretary or
 D. Craig Johnson, as its Asst. Secretary



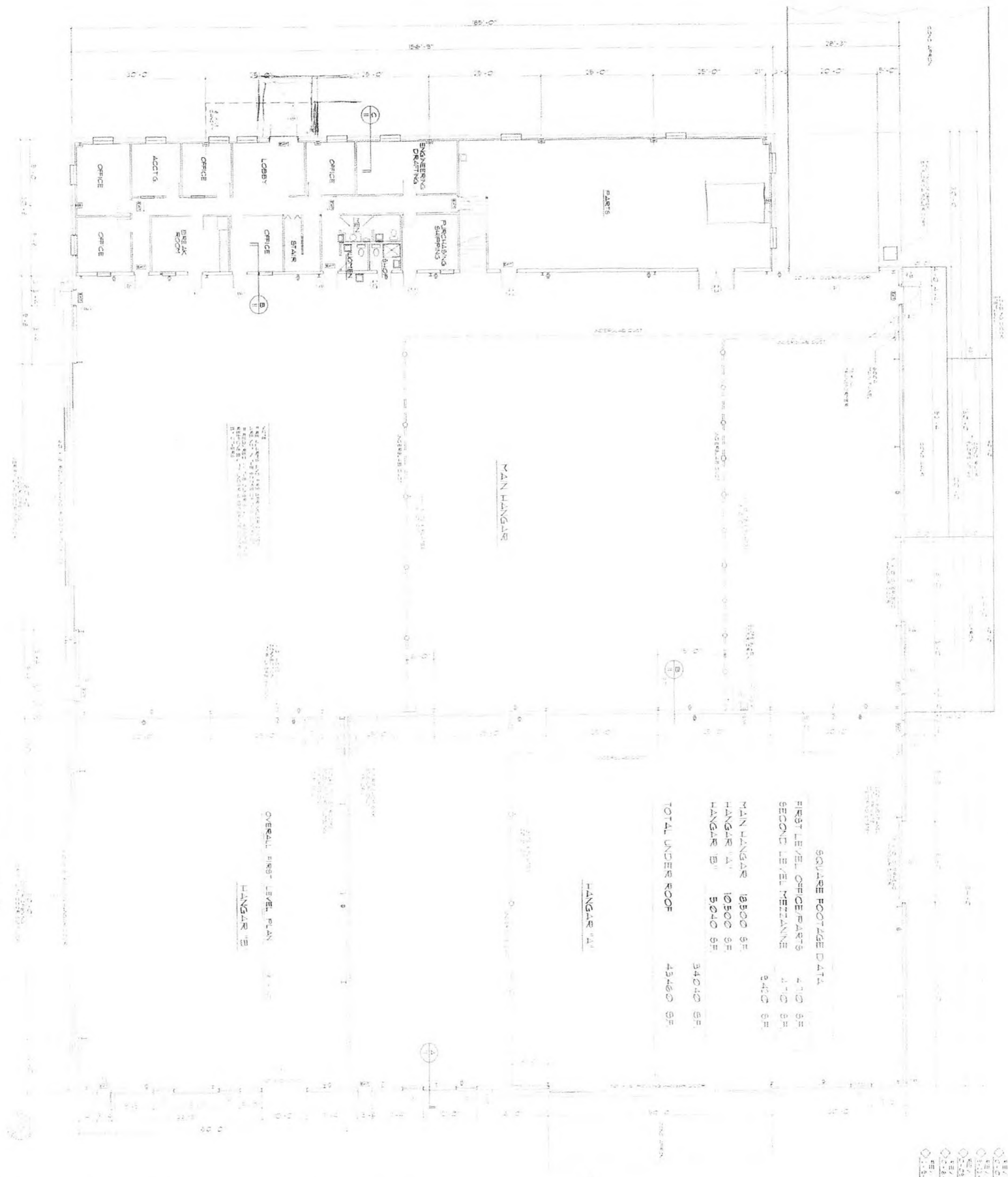
Two Witnesses as to Tenant:

TENANT: FLORIDA HEALTH SCIENCES CENTER, INC. d/b/a Tampa General Hospital, a Florida not for profit corporation

Sarah Milkin
(Printed Name) **Sarah Milkin**

By: *[Signature]*
Name: Mark A. Runyon,
as its Chief Financial Officer

Deborah Bailey
(Printed Name) **Deborah Bailey**



NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL ROOMS TO BE FINISHED TO MATCH EXISTING CONDITIONS.
 ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
 ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.

SQUARE FOOTAGE DATA

FIRST LEVEL OFFICE PARTS	410 SF
SECOND LEVEL MECHANICAL	110 SF
PLANT LINGAR	800 SF
LINGAR A	1000 SF
LINGAR B	500 SF
TOTAL UNDER ROOF	3410 SF
TOTAL UNDER ROOF	13400 SF

OVERALL FIRST LEVEL PLAN
 LINGAR B

DATE: 11-10-86 DRAWN BY: SMT SHEET NO: 2	project LEZA AIRCRAFT CORPORATION SEBRING AIRPORT SEBRING, FLORIDA	FRASIER CONTRACTING 845 BERKLEY ROAD N. AUBURDLE, FLORIDA	RON KUROWSKI ARCHITECT FL REG. NO. AR021843 TELEPHONE: (841) 641-2266	PROJECT COORDINATOR JOAN FITZSIMMONS (841) 425-1941
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**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: July 20, 2023

PRESENTER: Mike Willingham

AGENDA ITEM: Terminal Apron High Mast Lighting

BACKGROUND: Contract with AVCON for design, bidding, construction, and administration services for the above-mentioned project is attached. This effort is 100% funded by FDOT.

REQUESTED MOTION: Move to approve contract with Avcon and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

Board Action:

Approved	X _____
Denied	_____
Tabled	_____

**CONTRACT FOR
DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES
FOR THE
TERMINAL APRON HIGH MAST LIGHTING PROJECT
AT
SEBRING REGIONAL AIRPORT
BETWEEN
THE SEBRING AIRPORT AUTHORITY AND
AVCON, INC.
DATED JULY 2023**

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

PREMISE. The AUTHORITY is in need of professional engineering services for the Terminal Apron High Mast Lighting Design, Bidding, and Construction Administration (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 is 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.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of **Seventy-Eight Thousand, Two Hundred Ninety-Eight Dollars and No/100 (\$78,298.00)** as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

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

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

CONSULTANT hereby agrees to commence work under this contract by August 1st, 2023 and to fully complete the Services not later than September 30th, 2023.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to his Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the contract. The Authority shall pay CONSULTANT on a monthly invoiced basis for

the percentage of the work completed in each monthly reporting period. Upon CONSULTANT's application for payment, the Executive Director, or his designee, will make inspection and if he finds the Services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 – TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

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

_____ – Project Manager

ARTICLE 8 - SUBCONTRACTING

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

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

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

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

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

compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

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

ARTICLE 12 - WARRANTY

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

ARTICLE 13 – INDEMNIFICATION

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

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

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – EXCUSABLE DELAYS

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

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

ARTICLE 18 – ARREARS

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

ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

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

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 – ACCESS AND AUDITS

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

ARTICLE 23 – NONDISCRIMINATION

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

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

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

ARTICLE 25 – PUBLIC ENTITY CRIMES

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

ARTICLE 26 – DRUG-FREE WORKPLACE

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

ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

ARTICLE 28 – SURVIVAL

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

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 30 – ENFORCEMENT COSTS

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

ARTICLE 31 – AUTHORITY TO PRACTICE

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

ARTICLE 32 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 – AMENDMENTS AND MODIFICATION

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

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

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

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

ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

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

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

ARTICLE 35 – NOTICE

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

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

CONSULTANT:

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

ARTICLE 36 – LAWS AND REGULATIONS

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

ARTICLE 37 – CHANGE ORDERS

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

ARTICLE 38 – ASSIGNMENT

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

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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


ARTICLE 40 – PUBLIC RECORDS


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

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

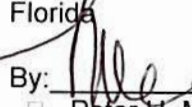
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective the date first written above.

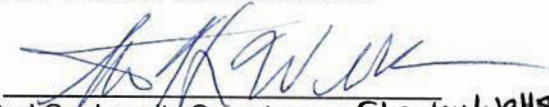
WITNESSES:


Printed Name: Beverly K. Glarner


Printed Name: Colleen Plonst

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


By: 
 Peter H. McDevitt, as its Chair or
 Mark Andrews, as its Vice Chair


Attest: 
 Carl Cool, as its Secretary or Stanley Wells
 Sid Valentine, as its Asst. Secretary

(Corporate Seal)



WITNESSES:


Printed Name: Tom McDonnell


Printed Name: Joann Johnson

CONSULTANT: AVCON, INC., a Florida corporation

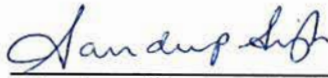
By: 
Sandeep Singh, as its President



EXHIBIT A

SCOPE OF SERVICES FOR

**Professional Engineering Services For
Terminal Apron High Mast Lighting
(Design, Bidding, and Construction Administration)**

Sebring Regional Airport (SEF)

AVCON, INC.

A. Project Description

There is currently very little area lighting on the SEF Terminal Apron. Flood lights on some of the airside buildings provide a limited amount of coverage. To improve the security and safety on the apron, and along the adjacent AOA fence and gates, SEF is proposing the installation of high mast lighting (shown in Exhibit 1) along the western edge of the Terminal Apron.



Exhibit 1

The project will entail the design, bidding, and construction of High Mast Lighting, which will include 50' tall poles with LED lighting fixtures, electrical service, and associated infrastructure.

The currently estimated construction cost for the project scope, design assumptions, and limits of work described above is **\$250,000**.

B. Project Team

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

- **AVCON** – Engineer of Record
- **Sebring Airport Authority** – Owner
- **Duke Energy** – Electrical Service Provider

C. SCOPE OF PROFESSIONAL SERVICES

1) Preliminary Design

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 and Site Visit** – 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 them to all attendees.

In conjunction with the Kick-off meeting, AVCON will conduct a site visit to review proposed locations of light poles within project area and locate possible sources of power for the lighting. SEF to provide an escort, preferably airport electrician familiar with available power at locations throughout project limits to assist AVCON personnel and assist with opening of any structures, panels, manholes as necessary.

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 **Coordination w/ Duke Energy and Lighting Fixture Manufacturers** – AVCON will contact Duke Energy to begin the “engineering ticket” and support for the possible installation of new electrical service, or tapping off an existing service, to provide power to the new lighting. AVCON will also coordinate with lighting representatives/manufacturers to provide proposed materials and photometrics for proposed lighting.
- 1.5 **Recommendations Report / Exhibits / Cost Estimate** – AVCON will provide recommendations for improvements to the lighting system based on the site visit, data review, and coordination with Duke Energy and Lighting Fixture Manufacturers. AVCON will prepare preliminary design concepts for lighting and associated infrastructure. These exhibits will be used to develop ROM cost estimates and further the coordination with Duke Energy.
- 1.6 **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.
- 1.7 **Deliverable** – AVCON will package and deliver the following to SAA at the completion of the Preliminary Design effort. All documents will be submitted electronically:
 - Recommendation Report
 - ROM Cost Estimate
 - Quality Control Review documentation
- 1.15 **Preliminary 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 Preliminary Design Phase 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 FDOT 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 **Electrical Design** – This task will include the Electrical Engineering/Design to establish design parameters, site constraints, photometrics, controls, and power distribution for each pole location.
- 2.3 **Drawing Preparation** – 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

Foundation Plans and Details

Airfield Electrical Plans

Airfield Electrical Details

Photometric Plans

One-line Diagrams

Vault plans and details

- 2.4 **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.
- 2.5 **Prepare 7460** – AVCON will determine the maximum height of the light poles based on FAR Part 77 surfaces. The locations and heights of each pole will then be submitted to the FAA's OEAAA site in accordance with 7460 requirements.
- 2.6 **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.

- 2.7 **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.
- 2.8 **Deliverable** – AVCON will package and deliver the following to SAA at the completion of the 60% design. All documents will be submitted electronically:
 - 11"x17" plans
 - Technical specifications
 - 60% Engineer's Report
 - 60% Engineer's Opinion of Probable Costs
 - Quality Control Review documentation
- 2.9 **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
Foundation Plans and Details
Airfield Electrical Plans
Airfield Electrical Details
Photometric Plans
One-line Diagrams
Vault plans and details

- 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:
- 11"x17" plans

- Technical specifications
- 100% Engineer's Report
- 100% Engineer's Opinion of Probable Costs
- 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.

4) **Bid and Award**

4.1 **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.

4.2 **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.

4.3 **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.

4.4 **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.

4.5 **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.

5) Construction Administration Services

- 5.1 **Pre-Construction Meeting** – AVCON shall Prepare for and conduct the Pre-Construction meeting to review project scope, schedule, costs, questions, etc. Compile minutes and distribute them to attendees.
- 5.2 **Review of Shop Drawing Submittals** – AVCON shall review and approve shop drawings or other submissions as to conformance with design concept and construction documents. Determine the acceptability, subject to SAA and/or FAA/FDOT approval, of substitute materials and equipment proposed by the contractor and receive and review (for general content as required by the specifications) maintenance and operation instruction, schedules, guarantees, and certificates of inspection which are to be assembled by the contractor in accordance with the contract documents. Incorporate the SAA’s comments with respect to the same.
- 5.3 **Respond to RFI’s** – AVCON shall issue the necessary interpretations and clarifications to the contract documents as may be required. Perform those design support tasks set forth in the general conditions of the construction contract required to be performed by the Design Engineer and otherwise consult with and advise SAA as provided for in the construction contract documents.
- 5.4 **Bi-weekly progress meetings** – AVCON shall conduct bi-weekly construction progress meetings (virtual) and make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents; CONSULTANT will not be required to make exhaustive and continuous on-site inspections to check the quality or quantity of work and the CONSULTANT will not be responsible for the means, methods, techniques, sequences or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s)
- 5.5 **Substantial Completion Inspection** – AVCON shall conduct a Substantial Completion Inspection and prepare a punch list for substantial completion.
- 5.6 **Project Closeout** – AVCON shall confirm Final Completion and prepare record drawings based on information provided by the contractor. AVCON shall assist SAA with certification of the project and closeout with FDOT.

D. DESIGN DELIVERABLES

The anticipated deliverables are listed below:

- ❖ Kick-off Meeting Minutes
- ❖ Recommendations Report
- ❖ Preliminary Design 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
- ❖ 7460 Submittal
- ❖ Bid Tabulation and Recommendation of Award
- ❖ Conformed Documents

E. PROJECT SCHEDULE

A preliminary schedule has been developed for the project. A summary of milestone dates is provided below.

Milestone	Date
NTP for Design	June 2023
Preliminary Design	July 2023
60% Submittal	September 2023
100% Submittal	October 2023
Issued for Bid Documents	November 2023
Pre-Bid Meeting	TBD
Bid Opening	TBD

F. 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.
- 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.
- Assumes that existing geotechnical data associated with the Terminal Apron can be used for the design of the light pole foundations. If additional geotechnical data is required, that will be added at a later date.

- Assumes no new topographical survey data is required. The existing base file will be used to site the light poles. If additional survey data is required, that will be added at a later date.
- Assumes no Subsurface Utility Engineering (SUE) is required. Existing utility maps and as-builts will be used to locate utilities in the vicinity of the proposed light poles. The City of Sebring may be required to confirm location in the field.
- No permits are anticipated for the project.
- RPR and Full-time Inspection Services are excluded. AVCON will provide periodic inspections.
- Construction Material Testing Services are excluded. The contractor will be responsible for construction material testing of the light pole foundations.

G. 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
TERMINAL APRON HIGH MAST LIGHTING
BREAKDOWN OF LUMP SUM FEES**

Position:	QC REVIEWER		SR. PROJECT MANAGER		PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		SR. CADD DESIGNER		ADMINISTRATIVE		TOTAL		
	\$220		\$220		\$185		\$145		\$110		\$95		\$65		Labor Hours	Cost	Avg. Rate
Rate (\$/Hour):	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost			
1) PRELIMINARY DESIGN																	
1.1 Project Management	0 \$	-	6 \$	1,320	0 \$	-	0 \$	-	0 \$	-	0 \$	-	4 \$	260	10 \$	1,580	\$ 158
1.2 Project Kick-off Meeting / Site Visit	0 \$	-	0 \$	-	0 \$	-	8 \$	1,160	8 \$	880	0 \$	-	0 \$	-	18 \$	2,040	\$ 128
1.3 Data Collection and Review	0 \$	-	0 \$	-	0 \$	-	2 \$	290	8 \$	880	0 \$	-	0 \$	-	10 \$	1,170	\$ 117
1.4 Coordination w/ Duke Energy and lighting fixtures manufacturers	0 \$	-	0 \$	-	2 \$	370	8 \$	1,160	10 \$	1,100	0 \$	-	0 \$	-	20 \$	2,830	\$ 132
1.5 Recommendations Report / Exhibits / Cost Estimate	0 \$	-	0 \$	-	2 \$	370	12 \$	1,740	24 \$	2,640	0 \$	-	2 \$	130	40 \$	4,880	\$ 122
1.6 Quality Control	4 \$	880	0 \$	-	0 \$	-	0 \$	-	0 \$	-	0 \$	-	0 \$	-	4 \$	880	\$ 220
1.7 Packaging and submittal of deliverables	0 \$	-	0 \$	-	0 \$	-	0 \$	-	2 \$	220	0 \$	-	4 \$	260	6 \$	480	\$ 80
1.8 Design Review Meeting	0 \$	-	0 \$	-	6 \$	1,110	0 \$	-	0 \$	-	0 \$	-	0 \$	-	6 \$	1,110	\$ 185
SUB TOTAL:	4 \$	880	6 \$	1,320	10 \$	1,850	30 \$	4,350	52 \$	5,720	0 \$	-	10 \$	650	112 \$	14,770	
2) DESIGN DEVELOPMENT (60%)																	
2.1 Project Management	0 \$	-	6 \$	1,320	0 \$	-	0 \$	-	0 \$	-	0 \$	-	4 \$	260	10 \$	1,580	\$ 158
2.2 Electrical Design	0 \$	-	0 \$	-	4 \$	740	16 \$	2,320	20 \$	2,200	0 \$	-	0 \$	-	40 \$	5,280	\$ 132
2.3 Drawing Preparation (60%)	0 \$	-	0 \$	-	2 \$	370	12 \$	1,740	32 \$	3,520	48 \$	4,560	0 \$	-	94 \$	10,160	\$ 108
2.4 Technical Specifications	0 \$	-	0 \$	-	0 \$	-	6 \$	870	8 \$	880	0 \$	-	8 \$	520	22 \$	2,270	\$ 103
2.5 Cost Estimate Development	0 \$	-	0 \$	-	0 \$	-	4 \$	580	8 \$	880	0 \$	-	0 \$	-	12 \$	1,480	\$ 122
2.6 Prepare 7480	0 \$	-	0 \$	-	2 \$	370	2 \$	290	8 \$	880	0 \$	-	2 \$	130	14 \$	1,670	\$ 119
2.7 Quality Control	4 \$	880	0 \$	-	0 \$	-	0 \$	-	0 \$	-	0 \$	-	0 \$	-	4 \$	880	\$ 220
2.8 Packaging and submittal of deliverables	0 \$	-	0 \$	-	2 \$	370	0 \$	-	2 \$	220	0 \$	-	4 \$	260	8 \$	850	\$ 106
2.9 60% Design Review Meeting	0 \$	-	0 \$	-	8 \$	1,110	0 \$	-	0 \$	-	0 \$	-	0 \$	-	8 \$	1,110	\$ 185
SUB TOTAL:	4 \$	880	6 \$	1,320	16 \$	2,960	40 \$	5,800	78 \$	8,580	48 \$	4,560	18 \$	1,170	210 \$	25,270	
3) CONSTRUCTION DOCUMENTS (100%)																	
3.1 Project Management	0 \$	-	6 \$	1,320	0 \$	-	0 \$	-	0 \$	-	0 \$	-	4 \$	260	10 \$	1,580	\$ 158
3.2 Drawing Preparation (100%)	0 \$	-	0 \$	-	2 \$	370	8 \$	1,160	16 \$	1,760	24 \$	2,280	0 \$	-	50 \$	5,570	\$ 111
3.3 Technical Specifications and Front-end Document Assistance	0 \$	-	0 \$	-	0 \$	-	2 \$	290	4 \$	440	0 \$	-	4 \$	260	10 \$	990	\$ 99
3.4 Engineer's Report	0 \$	-	0 \$	-	2 \$	370	2 \$	290	4 \$	440	0 \$	-	2 \$	130	10 \$	1,230	\$ 123
3.5 Cost Estimate Development	0 \$	-	0 \$	-	2 \$	370	2 \$	290	4 \$	440	0 \$	-	0 \$	-	8 \$	1,100	\$ 138
3.6 Quality Control	4 \$	880	2 \$	440	0 \$	-	0 \$	-	0 \$	-	0 \$	-	0 \$	-	6 \$	1,320	\$ 220
3.7 Packaging and submittal of deliverables	0 \$	-	0 \$	-	2 \$	370	0 \$	-	2 \$	220	0 \$	-	4 \$	260	8 \$	850	\$ 106
3.8 100% Design Review Meeting	0 \$	-	0 \$	-	6 \$	1,110	0 \$	-	0 \$	-	0 \$	-	0 \$	-	6 \$	1,110	\$ 185
3.9 Issued for Bid Documents	0 \$	-	0 \$	-	2 \$	370	2 \$	290	8 \$	880	8 \$	760	2 \$	130	22 \$	2,430	\$ 110
SUB TOTAL:	4 \$	880	8 \$	1,760	16 \$	2,960	16 \$	2,320	38 \$	4,180	32 \$	3,040	16 \$	1,040	130 \$	18,180	
4) BID AND AWARD																	
4.1 Pre-Bid Meeting and Site Visit	0 \$	-	0 \$	-	6 \$	1,110	0 \$	-	0 \$	-	0 \$	-	0 \$	-	6 \$	1,110	\$ 185
4.2 Bidder Questions	0 \$	-	0 \$	-	2 \$	370	6 \$	870	0 \$	-	0 \$	-	2 \$	130	10 \$	1,370	\$ 137
4.3 Preparation of Addenda	0 \$	-	0 \$	-	2 \$	370	4 \$	580	4 \$	440	0 \$	-	4 \$	260	14 \$	1,650	\$ 118
4.4 Bid Tabulation and Recommendation of Award	0 \$	-	0 \$	-	2 \$	370	0 \$	-	0 \$	-	0 \$	-	4 \$	260	6 \$	830	\$ 105
4.5 Preparation of Conformed Documents	0 \$	-	0 \$	-	0 \$	-	2 \$	290	4 \$	440	0 \$	-	4 \$	260	10 \$	990	\$ 99
SUB TOTAL:	0 \$	-	0 \$	-	12 \$	2,220	12 \$	1,740	8 \$	880	0 \$	-	14 \$	910	46 \$	6,760	
5) CONSTRUCTION ADMINISTRATION																	
5.1 Pre-Construction Meeting	0 \$	-	0 \$	-	6 \$	1,110	0 \$	-	0 \$	-	0 \$	-	0 \$	-	6 \$	1,110	\$ 185
5.2 Review of Shop Drawing Submittals	0 \$	-	0 \$	-	2 \$	370	4 \$	580	12 \$	1,320	0 \$	-	4 \$	260	22 \$	2,530	\$ 115
5.3 Respond RFIs	0 \$	-	0 \$	-	2 \$	370	4 \$	580	16 \$	1,760	0 \$	-	4 \$	260	26 \$	2,970	\$ 114
5.4 Bi-weekly progress meetings	0 \$	-	0 \$	-	16 \$	2,960	16 \$	2,320	0 \$	-	0 \$	-	0 \$	-	32 \$	5,280	\$ 165
5.5 Substantial Completion Inspection	0 \$	-	0 \$	-	0 \$	-	8 \$	1,160	0 \$	-	0 \$	-	0 \$	-	8 \$	1,160	\$ 145
5.8 Project Closeout	0 \$	-	0 \$	-	2 \$	370	2 \$	290	4 \$	440	8 \$	760	4 \$	260	20 \$	2,120	\$ 106
SUB TOTAL:	0 \$	-	0 \$	-	28 \$	5,180	34 \$	4,930	32 \$	3,520	8 \$	760	12 \$	780	114 \$	15,170	
TOTAL LUMP SUM LABOR FEE:	12 \$	2,640.00	20 \$	4,400.00	70 \$	12,960.00	120 \$	17,400.00	200 \$	22,000.00	88 \$	8,360.00	56 \$	3,640.00	612 \$	77,140	\$ 126
REIMBURSABLES																	
Printing and Reprographics		\$ 200															
Mileage (6 trips)		\$ 858															
Overnight Shipping		\$ 100															
SUB TOTAL		\$ 1,158															
SUBCONSULTANTS																	
SUB TOTAL \$ -																	
LUMP SUM TOTAL LABOR, REIMBURSABLES, AND SUBCONSULTANTS																\$78,298	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: July 20, 2023

PRESENTER: Mike Willingham

AGENDA ITEM: Wildlife Hazard Management Plan -- Atkins Contract

BACKGROUND: Wildlife Hazard Management Plan is being updated in accordance with FAA regulations and guidelines. Staff brings contract with Atkins to accomplish this project. This is a lump sum contract of \$35,958.00.

REQUESTED MOTION: Move to approve contract as presented and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

Board Action:

Approved	X
Denied	_____
Tabled	_____

CONSULTANT SERVICES AUTHORIZATION
(Wildlife Hazard Mitigation Plan)

THIS AUTHORIZATION is made this 20th day of July, 2023 by and between **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called “SAA”) and **ATKINS NORTH AMERICA, INC.**, a Florida corporation (herein called “Consultant”).

In consideration of the mutual promises made herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SAA and Consultant hereby agree:

1. SAA and Consultant entered into that certain Contract for Continuing Services dated May 21, 2020 (the “Contract”).

2. Project. The parties wish to include as a separate Consultant Services Authorization subject to the terms and conditions of the Contract a study activity project for the development of a Wildlife Hazard Mitigation Plan.

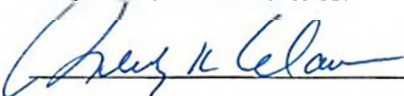
3. Scope of Services. Consultant shall render the services and deliverables set forth in the Scope of Work for Wildlife Hazard Mitigation Plan at Sebring Regional Airport, Sebring, Florida, which is attached hereto and incorporated herein as Attachment A, in a professional manner.

4. Duration. Unless sooner terminated, the term of this Consultant Services Authorization is for a period not to exceed twelve months beginning from issuance of a Notice to Proceed. This Consultant Services Authorization may be terminated by the same terms governing termination of the Contract.

5. Schedule of Payments. SAA agrees to pay Consultant the total lump sum of Thirty-Five Thousand, Nine Hundred Fifty-Eight Dollars (\$35,958.00) for the satisfactory performance and delivery of work and deliverables described or referenced in paragraph 3 above. The total lump sum includes all out-of-pocket expenses, and such expenses shall not be separately billed by Consultant for reimbursement by SAA. Consultant shall submit detailed, monthly invoices based on Consultant’s estimate of proportion of work completed. SAA shall review each of Consultant’s applications for payment to determine that the application is acceptable in both form and substance. If acceptable, SAA shall make payment for such amount as is due thereunder within thirty (30) days following receipt of said applications for payment. If unacceptable, SAA shall so notify Consultant, and Consultant shall provide such additional documentation as is reasonably necessary to satisfy SAA’s concerns.

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

Two Witnesses as to SAA:



Print Name: Beverly K. Glarner



Print Name: Jami Olive

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

By: 
Mike Willingham, Executive Director

Two Witnesses as to Consultant:




Print Name: KEVIN MCCAULEY



Print Name: Brian McKEETHAN

ATKINS NORTH AMERICA, INC., a
Florida corporation

By: 
Darin R. Larson, as its Vice President

Attachment A

Sebring Regional Airport

Wildlife Hazard Management Plan

Scope and Fee Proposal

May 25, 2023

Scope of Services

This scope and fee are submitted as requested on behalf of the Sebring Airport Authority (the Authority) by Mike Willingham with Sebring Regional Airport (SEF) and by Kevin McCauley with Atkins North America, Inc. (ATKINS). The guiding document for development of this scope are the previous *Sebring Regional Airport Wildlife Hazard Assessment (WHA), July 2020 – June 2021*. Ryan Fowler will serve as task manager for ATKINS along with Austin Carroll of Wiregrass Ecological Associates, Inc. (WEA) serving as the Qualified Airport Wildlife Biologist of record in the preparation of a Wildlife Hazard Management Plan (WHMP) in accordance with federal regulations and guidelines. ATKINS and WEA completed the WHA for SEF in August 2021 and Mr. Carroll meets the requirements of 14 CFR 139.337 (a), (e), and (f) (7) to serve as a Federal Aviation Administration (FAA) qualified airport wildlife biologist (FAA Advisory Circular 150/5200-36B). His letter of qualifications is currently on file at SEF.

The *lump sum* fees to be paid to the ENGINEER under this contract are based upon the Scope of Work detailed herein.

Task 1.0 Kickoff Meeting and Interim WHMP Guidance and Training

ATKINS will review the current wildlife hazard management procedures and develop an initial set of prioritized recommendations for mitigating previously identified wildlife hazards as defined in the recent 2021 WHA. ATKINS will also analyze any reported strike data and/or wildlife observation data since the completion of the WHA. A general kickoff meeting will include all pertinent and available SEF, ATKINS, WEA, and Federal Aviation Administration (FAA) personnel to discuss project goals and objectives. This meeting will also discuss the initial set of prioritized mitigation recommendations, updates on SEF operations, any new wildlife hazards identified since the June 2021 WHA completion, and any security/procedural requirements. ATKINS will submit a brief letter to SEF following this meeting documenting the discussions and any conclusions/recommendations reached regarding the WHMP. Following the meeting, ATKINS will develop interim guidance and instruction for SEF in the form of an operations and technique guide. This guide will provide interim level guidance to address immediate wildlife hazard implications identified in the WHA, until the final WHMP can be submitted and approved by SEF and FAA. Additionally, ATKINS and WEA will provide a one-day training session regarding this SEF operations and techniques guide to SEF staff. This training will include both classroom and field components. This task includes all equipment and travel fees associated with the task.

Task 2.0 Draft Wildlife Hazard Management Plan

ATKINS will coordinate the acquisition of pertinent data required in completing the WHMP. SEF shall assist in the acquisition of pertinent data potentially including, but not limited to, GIS shapefiles, CADD files, unreported strike data, information regarding local wildlife attractants, wildlife abatement records, current operational and risk mitigation procedures and policies, and depredation permits. SEF shall also provide access to flight crews, maintenance crews, operations staff, and current hazard management

personnel to allow ATKINS to conduct brief interviews regarding wildlife hazard observations and efficacy of mitigation measures at SEF. The inclusion of SEF staff in developing the WHMP is imperative to understanding SEF wildlife hazard mitigation capabilities and minimizes & reduces conflicts with operational schedules and responsibilities. The draft WHMP will minimally meet the WHMP checklist developed from 14 CFR Part 139.337(e) and (f) and included with the FAA approval letter for the SEF WHA once received from the FAA inspector. At a minimum, this WHMP will: describe the greatest hazards identified in the WHA, follow the order of the Part 139 regulation with section headings including the regulation language; contain concise and specific procedures including who, what, when, and how procedures are implemented; contain a list of permits and permitting agencies with documentation to support required application processes; contain the qualifications of the qualified airport wildlife biologist preparing the WHMP; and incorporate SEF operational controls and efficiencies, wildlife resources, public interest, and local laws, policies, and regulations. ATKINS will also work with SEF staff to potentially establish a monitoring program that could be used to update the WHMP annually, without the need to complete a large scale WHA. This draft WHMP will be similar in style and layout to FAA-approved WHMPs developed for other airports of similar size and scope. ATKINS will submit the draft WHMP to SEF for review and comment. This task includes all printing/shipping materials and travel fees associated with the task.

Task 3.0 Final WHMP and Executive Summary WHMP

ATKINS will conduct a brief meeting to discuss all edits and comments provided on the draft WHMP if needed and will incorporate all edits and appropriate comments received from SEF into the Final WHMP for submission. ATKINS will submit the final WHA to SEF for approval, with digital and hard copies supplied to SEF. Upon written request, ATKINS can subsequently submit the approved WHMP to FAA. ATKINS will also coordinate with FAA regarding comments or questions they may have with the WHMP. Additionally, following approval by FAA, ATKINS will provide SEF personnel with an abridged, “executive summary” WHMP, with references to the unabridged WHMP, that can be used by personnel on a daily basis for operational and planning purposes. This task includes all printing/shipping materials and travel fees associated with the task.

Task 4.0 Onsite SEF Annual WHMP Training

Following FAA approval of the WHMP, ATKINS, in conjunction with WEA, shall develop, coordinate, and conduct the annual wildlife hazard training (onsite at SEF) required for all personnel actively involved in implementing the FAA-approved SEF WHMP. The initial and recurrent training must be 8 hours in length and can be conducted during a two-day SEF period (if necessary) to provide training opportunities for multiple shift personnel. At minimum, this training would include reviews of the wildlife hazards to aviation, the importance of strike data (nationally and at SEF); control actions and wildlife observations at SEF; the WHA and WHMP; localized bird and mammal ID and life histories (with an emphasis on imperiled species); and pyrotechnic use, safety, and storage (including live fire training).

SEF WHMP Fee Summary

Task	Description*	Amount
1.0	WHA Review and Kickoff Meeting and Training	\$ 7,016.00
2.0	Draft WHMP	\$ 14,124.00
3.0	Final WHMP and Executive Summary WHMP	\$ 5,642.00
4.0	Onsite SEF WHMP Training	\$ 8,169.00
	Expenses	\$ 1,007.60
	Lump Sum Total	\$ 35,958.60

* Additional Services must be authorized by SEF in writing and agreed upon by ATKINS, in which event ATKINS shall perform such services in connection with the WHMP. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by SEF, other than those specifically listed above in these tasks, shall be considered additional services; including, but not limited to permit application or consultation with any party including, but not limited to, USFWS, USACE, and FAA; any additional documentation requested by FAA; preparing to serve or serving as an expert witness in connection with any public hearing or legal proceeding; and preparing documents for out-of-sequence services requested by SEF.

** This total amount is a lump sum fee, and services shall be invoiced monthly. These fees include all materials, travel, equipment, binding, and postage associated to perform the associated tasks. Tasks and expenses have been estimated and any overage/underage shall be applied to the remaining tasks and/or expenses.



Atkins North America
DBPR Certificate of Authorization No. 24

July 13, 2023

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

**RE: Sebring Airport Terminal Apron Rehabilitation
Bid No. 23-06
Bid Award Recommendation**

Dear Mr. Willingham,

On July 12, 2023, the Sebring Airport Authority received six (6) bids for the construction of the referenced project. As directed by the Airport, the Total Bid Price includes the Base Bid for the southern portion of the apron and Bid Alternative 1 for the portion of the apron north of the base bid. Bid prices were received for an asphalt pavement section, Schedule A for the Base Bid & Schedule B for Bid Alternate 1. Bid prices were also received for a concrete pavement section, Schedule C for the Base Bid & Schedule D for Bid Alternate 1.

	AJAX Paving	Cobb Site Development	C.W. Robert's Contracting	Engineer's Opinion
Asphalt Pavement Section Base Bid (Schedule A)	\$ 4,694,918.50	\$ 6,670,911.40	\$ 5,044,906.00	\$ 3,730,774.50
Asphalt Pavement Section Bid Alternate 1 (Schedule B)	\$ 554,312.00	\$ 773,969.10	\$ 569,985.50	\$ 451,616.00
Total Asphalt Section Bid	\$ 5,249,230.50	\$ 7,444,880.50	\$ 5,614,891.50	\$ 4,182,390.50

	Independence Excavating	IPC Paving	Wright Construction	Engineer's Opinion
Asphalt Pavement Section Base Bid (Schedule A)	NO BID	NO BID	\$ 5,770,687.63	\$ 3,730,774.50
Asphalt Pavement Section Bid Alternate 1 (Schedule B)	NO BID	NO BID	\$ 522,371.00	\$ 451,616.00
Total Asphalt Section Bid	NO BID	NO BID	\$ 6,293,058.63	\$ 4,182,390.50

	AJAX Paving	Cobb Site Development	C.W. Robert's Contracting	Engineer's Opinion
Concrete Pavement Section Base Bid (Schedule C)	NO BID	\$ 8,240,437.25	\$ 6,849,951.00	\$ 4,465,311.00
Concrete Pavement Section Bid Alternate 1 (Schedule D)	NO BID	\$ 956,428.20	\$ 865,063.00	\$ 564,554.25
Total	NO BID	\$ 9,196,865.45	\$ 7,715,014.00	\$ 5,029,865.25

	Independence Excavating	IPC Paving	Wright Construction	Engineer's Opinion
Concrete Pavement Section Base Bid (Schedule C)	\$ 7,361,810.00	\$ 5,315,255.00	\$ 6,828,426.13	\$ 4,465,311.00
Concrete Pavement Section Bid Alternate 1 (Schedule D)	\$ 942,690.00	\$ 648,220.00	\$ 691,095.10	\$ 564,554.25
Total	\$ 8,304,500.00	\$ 5,963,475.00	\$ 7,519,521.23	\$ 5,029,865.25

482 South Keller Road, Suite 300, Orlando, Florida 32810
Tel: 407.647.7275

A detailed tabulation of the costs is enclosed.

The FAA has agreed to fund the lowest asphalt pavement section bid. The Owner has the option to fund the additional costs required to award the project to the lowest bidder of the concrete pavement section.

Based on available funding, the Owner requests to award the Project to the lowest bidder of the Base Bid (Schedule C) for the concrete apron section. IPC Paving LLC submitted the lowest responsive bid for the Base Bid (Schedule C) in the amount of \$5,315,255.00. The lowest, qualified bid for the Base Bid (Schedule C) is approximately 19% higher than the engineer's \$4,465,311.00 comparable opinion of probable cost. Based on the review of the bid summary and bidder's submittal packages, including relevant experience/credentials in constructing facilities of a similar scope and magnitude, it is the engineer's recommendation to award the contract to IPC Paving LLC. The final contract amount to be awarded will be dependent upon the approved FAA funding dollars awarded to this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin McCauley".

Kevin McCauley, PE
Atkins Project Manager

c.c. Beverly Glarner

RESOLUTION SAA 23-08

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S23-05 TO
THE 2022-2023 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 2022-2023 Budget Amendment S23-05 as presented.

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

PASSED AND ADOPTED this 20th day of July 2023.



SEBRING AIRPORT AUTHORITY

By: 
Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S23-05
EFFECTIVE ACCOUNTING PERIOD: May 2023

7/20/2023

SUBMITTED BY: Colleen Plonsky
 SIGNED BY: 

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 04/30/2023	INCREASE	DECREASE	REVISED BUDGET	Reason:
FBO	343-003-FBO	FBO TIE DOWN AND HANGAR FEES	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 2,000.00	BUDGET UNDERSTATED
SAA	366-900-SAA	SAA CONTRIBUTIONS	\$ 27,956.00	\$ 300,000.00	\$ -	\$ 327,956.00	1992 OSHKOSH TA-1500
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ 0	\$ -	
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			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
Total Revenue Increase/Decrease			\$ 28,956.00	\$ 301,000.00		\$ 329,956.00	
COST CENTER (expenses)							
FBO	512-002-FBO	COGS OIL SALES	\$ 5,000.00	\$ 3,000.00		\$ 8,000.00	BUDGET UNDERSTATED
			\$ -	\$ -		\$ -	BUDGET UNDERSTATED
			\$ -	\$ -		\$ -	
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Total Expenses Increase/Decrease			\$ 5,000.00	\$ 3,000.00		\$ 8,000.00	
Capital Expenditures Adjustments							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$574,794.00	\$ 301,000.00	\$ 3,000.00	\$872,794.00	

REQUEST #: S23-05

BOARD APPROVAL:

TRANSFER TYPE: ITEM TO ITEM
 OPERATING RESERVE
 BY RESOLUTION # SAA 23-08

Executive Director



Executive Director's REPORT



INSIDE

- Sebring Airport Updates
- Rexair Draft Lease
- Duc Propeller New Facility
- Apron Rehabilitation
Project Phase 11



Webster Turn

Plans and specifications are completed, and we are working on bridging the funding gap. I have a meeting with the Chair of the Commission and County Administrator on Thursday.

Carroll Shelby

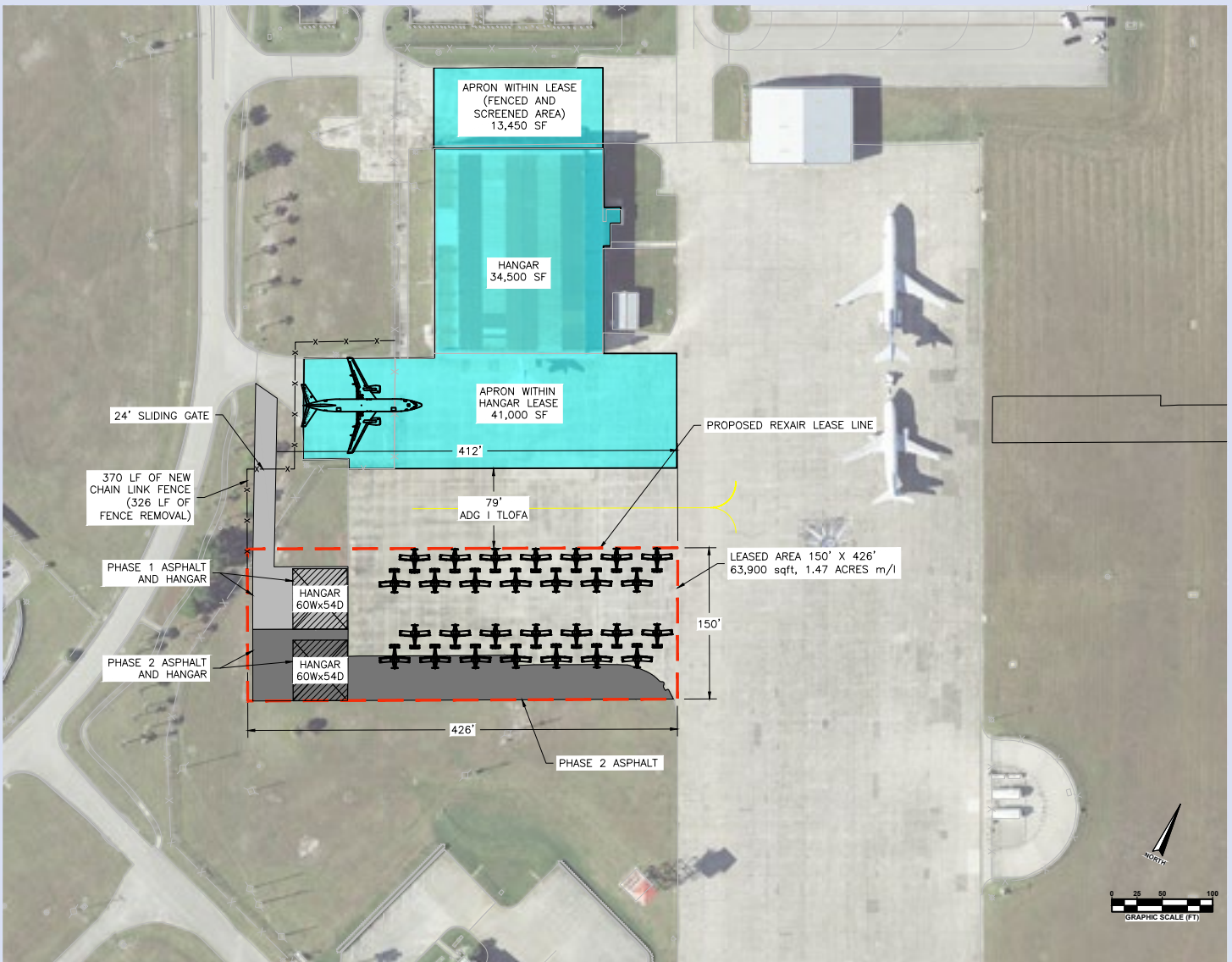
We are working with the FAA to see if we can use Bipartisan Infrastructure Bill (BIL) funding for this project. We have ample BIL funding to accomplish this work.

Airfield Drainage Project

First phase of airfield stormwater replacement project is going well. Draft plans and specifications delivered to Economic Development Administration (EDA) for review and concurrence. Next step is procurement.

Rexair

Draft Lease (airside development) and Contract for sale (fee simple transaction for dormitories and future flex space) to be delivered to Rexair this week. Rexair principle has been on extended out of country travel and is now back in the country.





Sebring Regional Airport is working with DUC Propellers on new facility to manufacture rotors for a project with a major aerospace company.

APRON REHABILITATION PROJECT PHASE 11

Phase 2 of the Apron Rehabilitation Project will reconstruct approximately 31,000 square yards of pavement on the southern portion of the apron with a new concrete pavement section. Bids were received on July 10th, with the low bidder of the base bid being IPC

Paving LLC (formerly GLF) in the amount of \$5,315,255.00. The Project will be funded by the FAA (90%) and FDOT (10%). The anticipated Notice to Proceed for construction is tentatively October 1st, 2023.

WILDLIFE HAZARD MITIGATION PLAN PROJECT



The guiding document for development of the Wildlife Hazard Management Plan is the previous Sebring Regional Airport Wildlife Hazard Assessment that was accomplished July 2020 – June 2021. The Wildlife Hazard Management Plan will govern how we deal with Wildlife on the Airport. This project is 100% grant funded.

Sebring Regional Airport
 128 Authority Lane
 Sebring, Florida 33870
www.sebring-airport.com
 863.655.6444

With strategic access to major markets by land, sea and air—Sebring Regional Airport and Commerce Park offers a wide range of business advantages and incentives to support your company's future. In the heart of Central Florida, the 2,000-acre park is conveniently situated within a 150-mile radius of 85 percent of the state's population. Already home to Sebring International Raceway, a premier sports car racing facility, the park is uniquely positioned to accelerate your business.

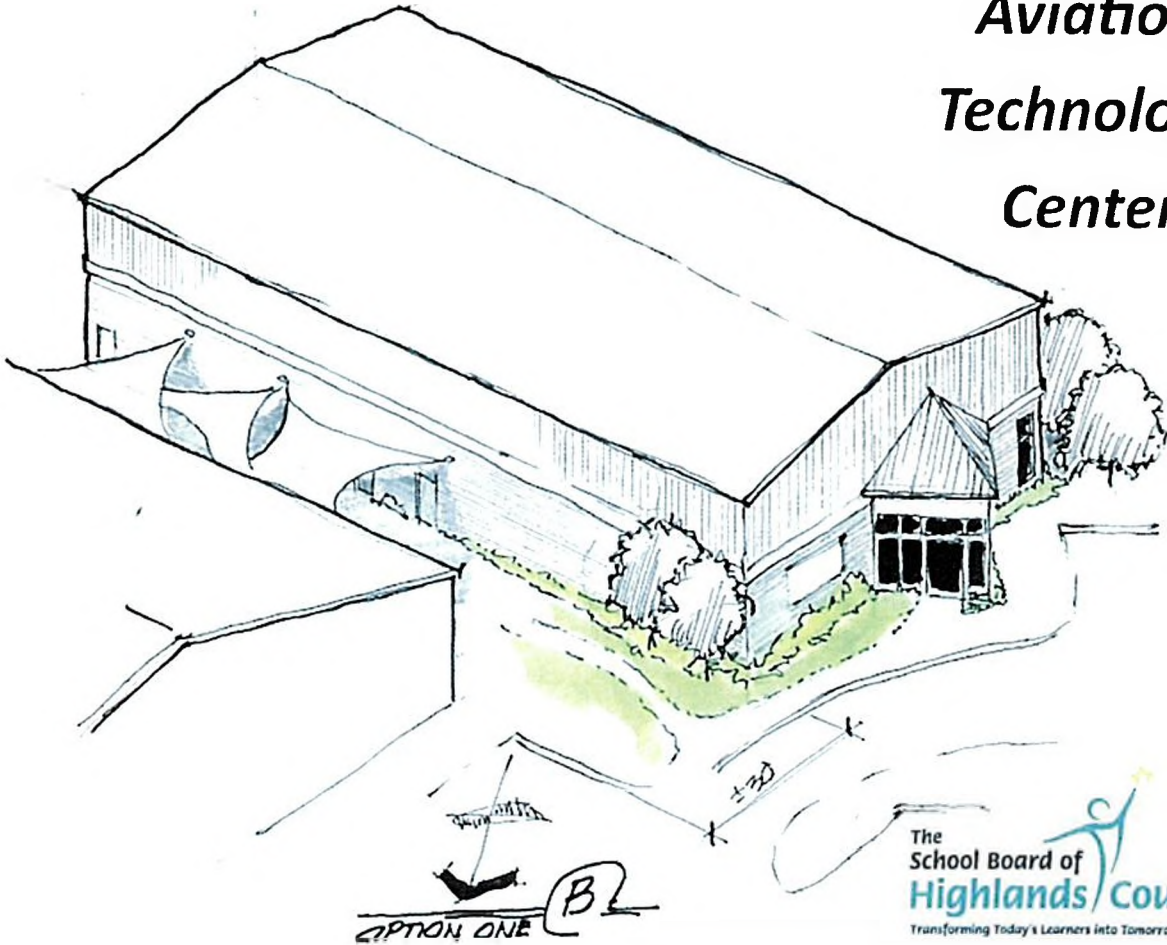
SITE MAP

- Future Development
- Catalyst site
- Future Commerce Park
- Existing Industrial Park
- Airport
- Sebring International Raceway



ACCELERATE YOUR BUSINESS'S POTENTIAL

Aviation Technology Center



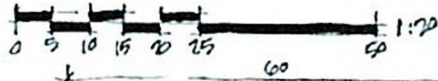
What is next?

1. We would like to expand the current program to offer more options and opportunities for our students by offering a full day of classes on Monday and Wednesday. This would have two groups, a morning group and an afternoon group of Aviation-Aerospace classes, Aircraft Construction and Aeronautical Engineering. There would be approximately 120 student enrolled.
2. We are exploring integrating Aviation/STEM lessons for teachers in Elementary grades K-2, and 3-5, Middle School grades 5-7 and 6-8. This would provide a feeder track for the current high school level classes 9-12.
3. We are in the process of developing internships/co-op/job shadowing programs with businesses at the Sebring Regional Airport. This would include aviation areas of powerplant, airframe, aircraft manufacturing, aviation avionics, composite propellers, airport administration and support services.
4. Developing and constructing an additional facility that will have more classrooms, additional workspace, house the Aeronautical Engineering lab, provide room for flight simulators. Our current program has run out of space.

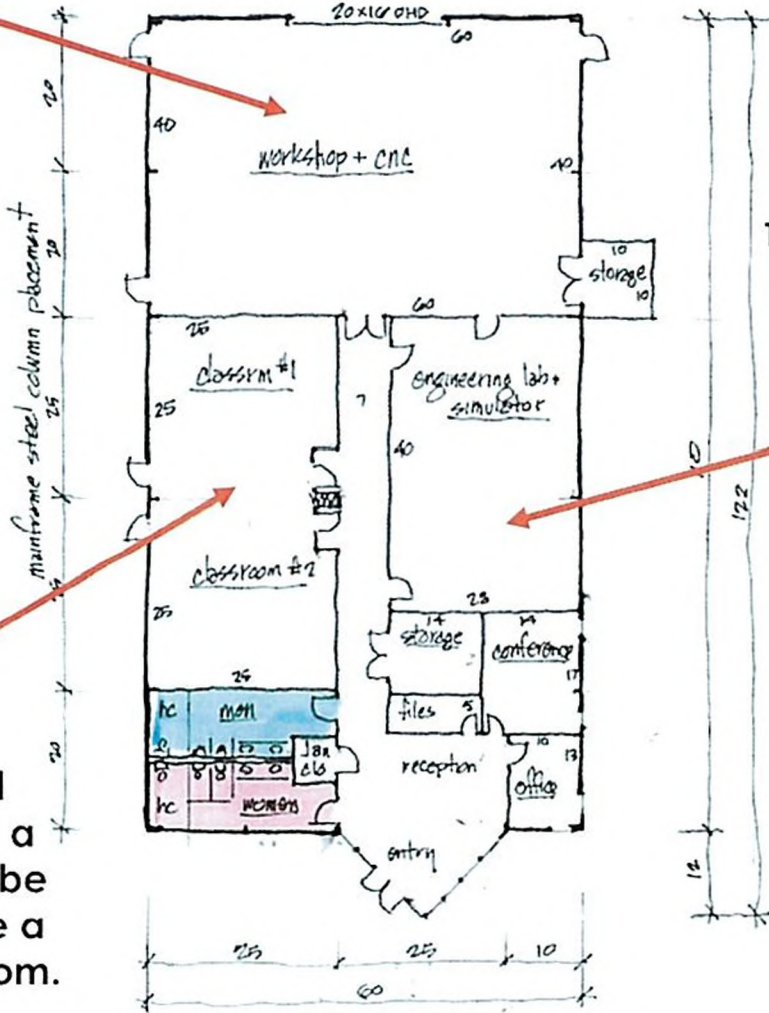
Aviation Technology Center

An increased workshop for assembling aircraft

SCHMATIC FLOOR PLAN
SCHEME B

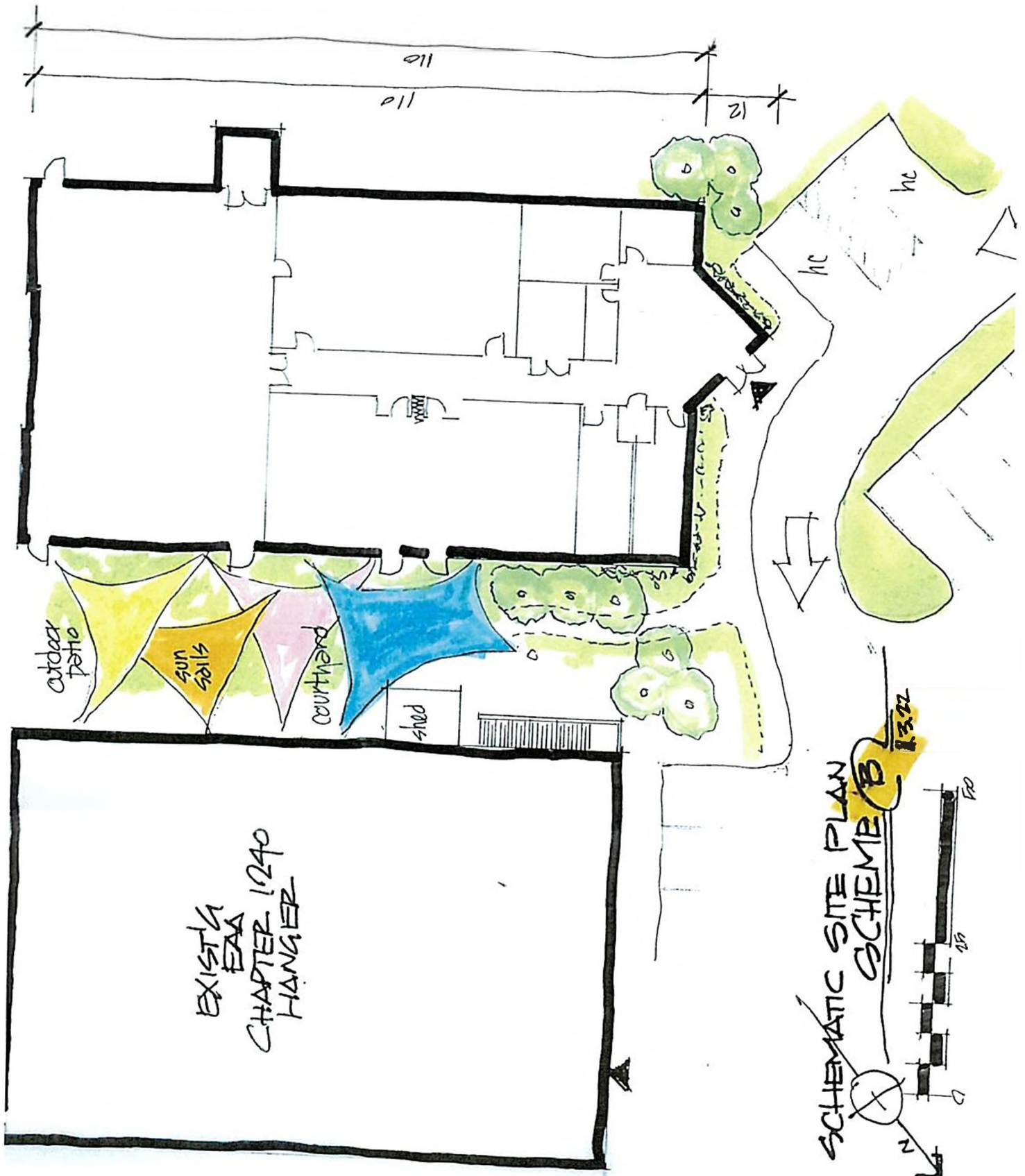


11.3.22



The Aeronautical Engineering lab that would also have space for flight simulators

Two additional classrooms with a divider that can be moved to create a large meeting room.



EXISTING
CHAPTER 1240
HANGER

outdoor
patio

SUN
SAILS

courtyard

shed

110
110

12

SCHEMATIC SITE PLAN
SCHEME B

1372



THESE PLANS WERE PREPARED BY THE ARCHITECT FOR THE PURPOSES INDICATED. THEY ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THESE PLANS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THESE PLANS.

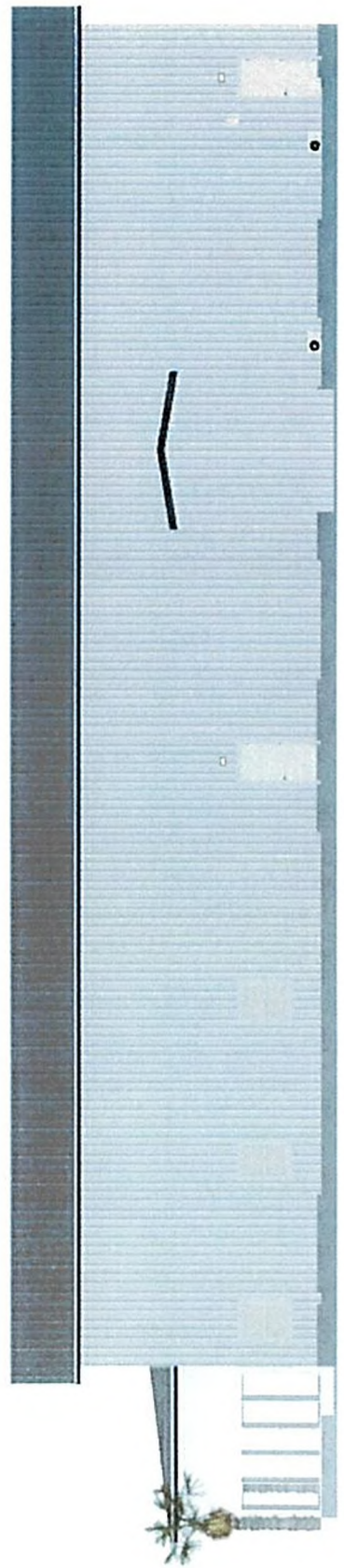
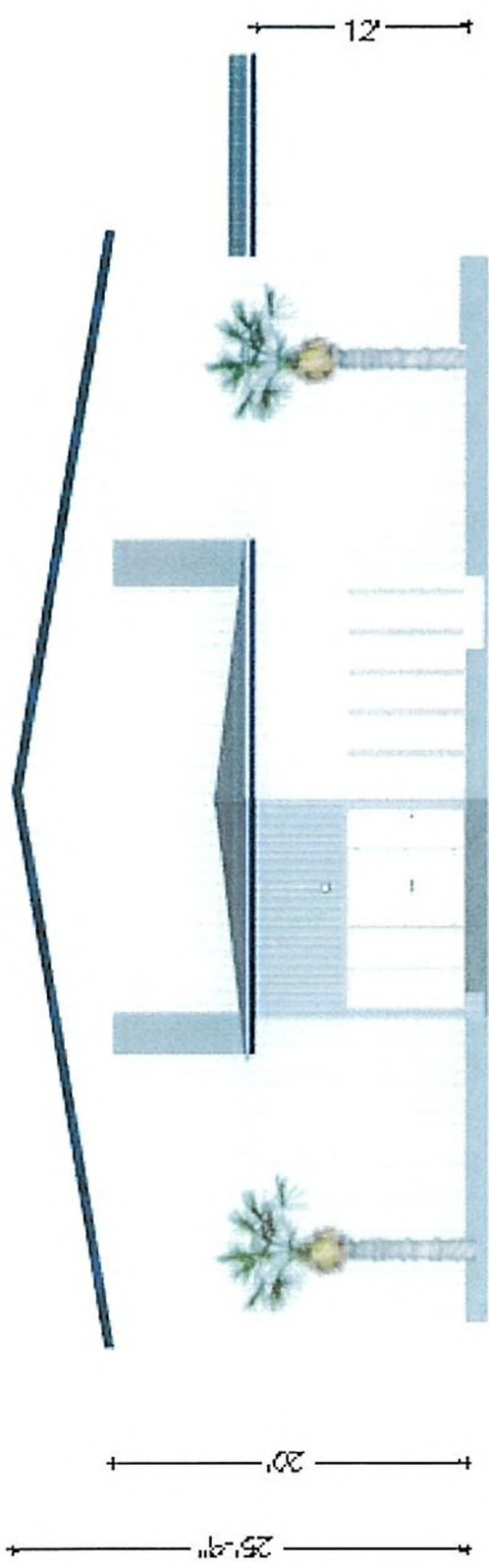
HEARTLAND EAA CHAPTER

DRAWINGS PREPARED BY:
 400 N. FAYETTE
 ST. JOHNS, LA 70578

DATE:
 1/16/2023

SCALE:
 AS SHOWN

SHEET: 1
 A-1



REVISION TABLE	DATE	DESCRIPTION

THESE DRAWINGS ARE THE PROPERTY OF HEARTLAND EAA CHAPTER. NO PART OF THESE DRAWINGS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HEARTLAND EAA CHAPTER.

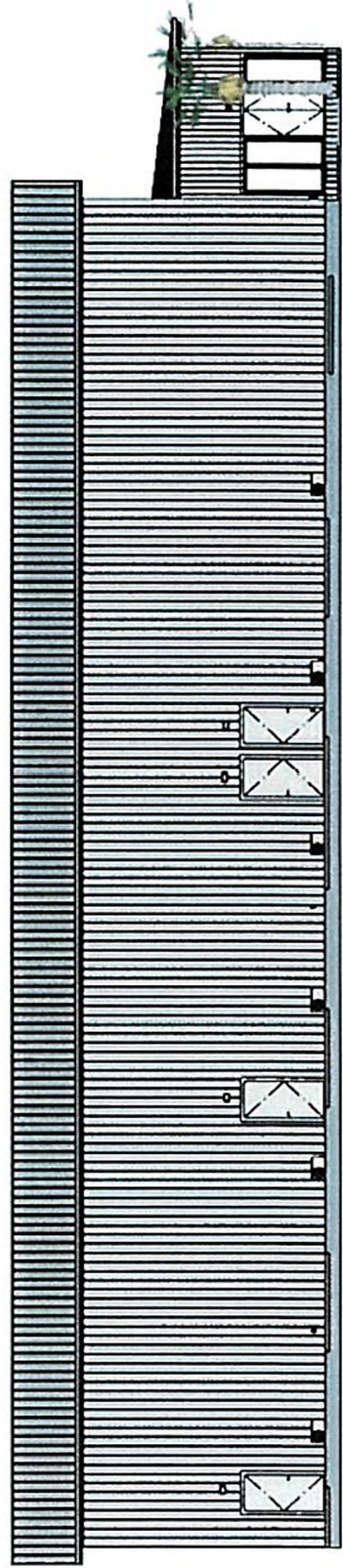
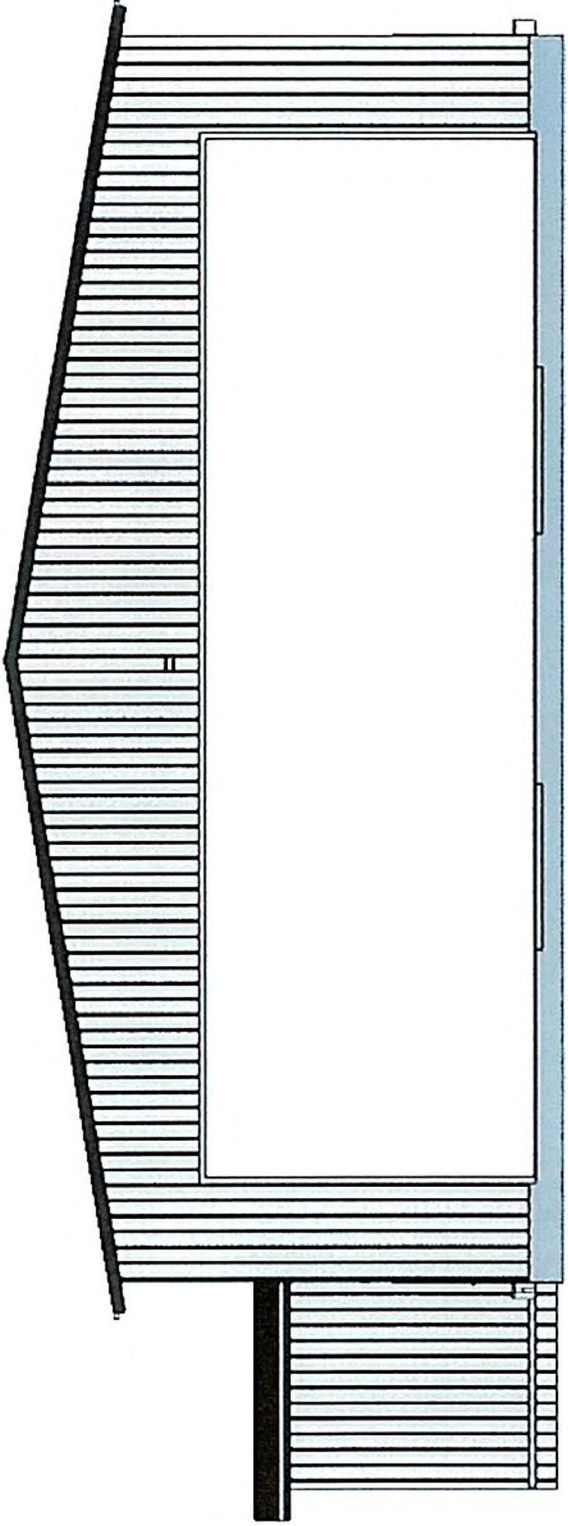
HEARTLAND EAA CHAPTER

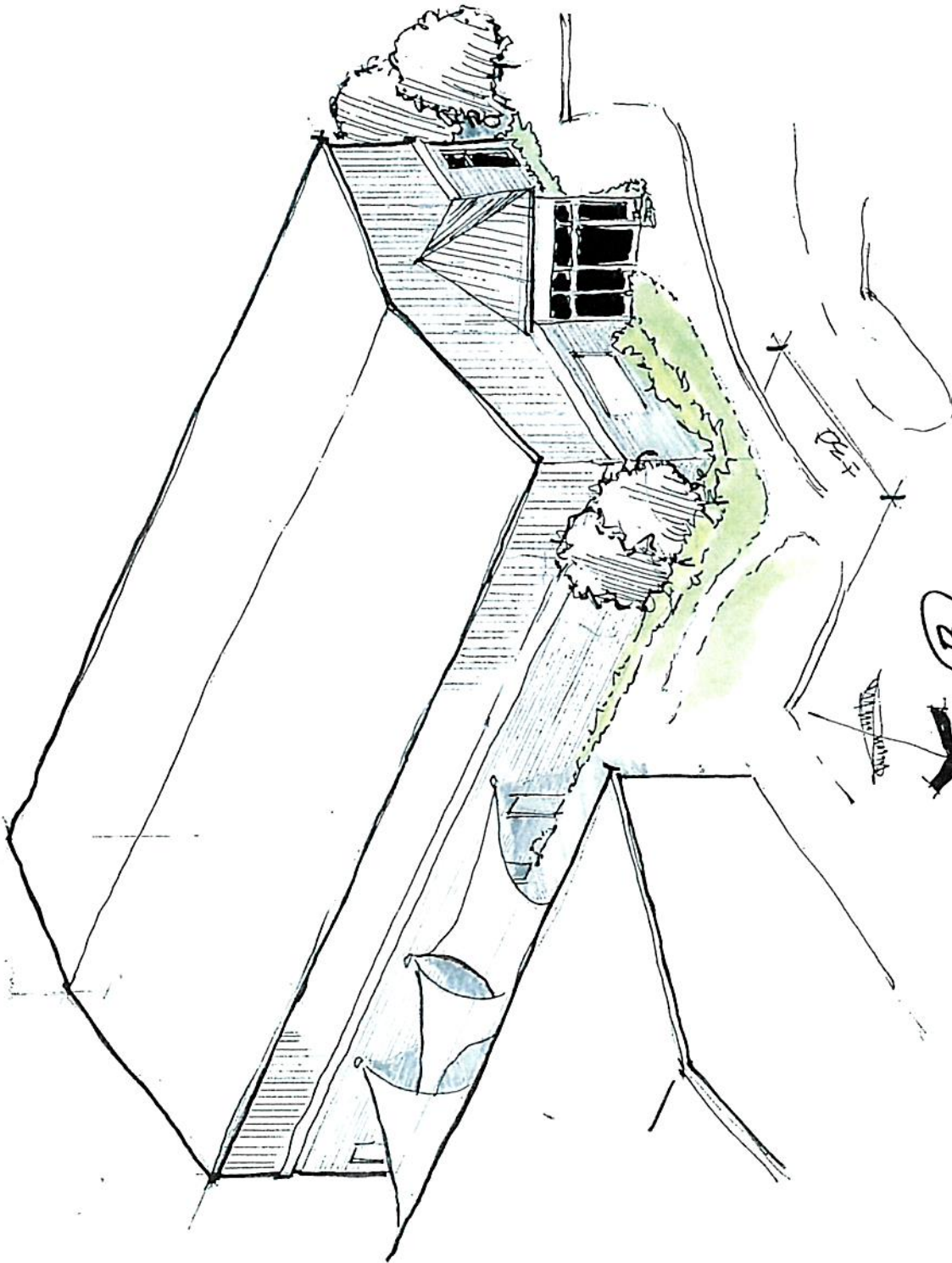
DRAWINGS PROVIDED BY:
 Beyond Landscaping Inc.
 450 N. Franklin
 Spring, FL 32729-5412-2733

DATE:
 1/16/2023

SCALE:

SHEET: 2
 A-2





B
CAPTION ONE

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: July 20, 2023

PRESENTER: Mike Willingham

AGENDA ITEM: RFP 23-05 Hurricane IAN Multi Bldg Repair – Contract –
Clyde Johnson Contracting and Roofing

BACKGROUND: At last month’s meeting Board awarded RFP 23-05 Hurricane IAN Multi Bldg Repair to Clyde Johnson Contracting and Roofing, Inc.(CFCR). Staff now brings contract for the same.

REQUESTED MOTION: Move to approve contract with CJCR and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

Board Action:

Approved	<u> X </u>
Denied	<u> </u>
Tabled	<u> </u>

CONTRACT

THIS CONTRACT made and entered into this 20th day of July, 2023, by and between the **SEBRING AIRPORT AUTHORITY** (the "Owner") and **CLYDE JOHNSON CONTRACTING & ROOFING, INC.**, a Florida corporation, the surviving entity after merger with Dickerson Florida, Inc. (the "Contractor") concerns the project entitled **HURRICANE IAN MULTI-BUILDING REPAIR**.

WITNESSETH:

WHEREAS, the Owner has a project entitled **HURRICANE IAN MULTI-BUILDING REPAIR**, and Contractor is qualified to perform said construction (the "Project"); and

WHEREAS, the Contractor has submitted the lowest responsible and responsive bid for the Project at the Sebring Regional Airport and the Owner has awarded the Project to the Contractor,

NOW, THEREFORE, in consideration of the sum of **Eight Hundred Thirty Thousand Dollars and Zero Cents (\$830,000.00)**, the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract documents (Proposal documents, Legal Provisions and Special Provisions) under Bid No. 23-05 on file at the Office of the Executive Director, Sebring Airport Authority, Sebring Regional Airport, 128 Authority Lane, Sebring, Florida 33870, which are duly approved by the Owner and which said Plans, Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
2. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and the City of Sebring, Florida and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Owner and the City of Sebring, Florida or any of their officers, agents or servants may be put, by reason of injury or death to persons or injury to property of other resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act of omission on the part of the Contractor, or his or her agent or agents, employees or servants.
3. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of **Eight Hundred Thirty Thousand Dollars and Zero Cents (\$830,000.00)** (the said sum being the total of the Contractor's bid, a copy of which is attached hereto and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total

based on the unit price, together with lump sum prices, contained in said bid, for the work actually completed.

4. Payments on accounts will be made as provided for in the Contract Documents.
5. Contractor hereby agrees to commence work under this contract within thirty (30) days of receipt of the Notice to Proceed. Contractor shall be responsible for completing the Project in an expedited manner to achieve substantial completion within one hundred and twenty (120) calendar days after commencing work and final completion of the Project within thirty (30) days thereafter. Contractor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

5.1 Time is of the essence in this contract. Contractor and Owner acknowledge that in the event that Contractor fails to achieve final completion of the Project by the time frames established herein, Owner will incur substantial damages by loss of use 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 contract, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that Owner would incur as a result of final completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of Owner for late completion of the Project and Owner 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.

5.2 If Contractor fails to achieve substantial completion of the balance of the Project on or before the date of substantial completion set forth as may be extended by Change Order, Contractor shall pay to Owner liquidated damages in the amount of \$1,500.00 per calendar day for each calendar day the date of substantial completion is delayed beyond the date of substantial completion set forth herein.

5.3 After substantial completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the time period specified in paragraph 5.1 for completion or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in paragraph 5.1 for final completion.

5.4 Either party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of God, governmental authority, delays in transportation, strikes or any other cause beyond their reasonable control, provided, however, that in any such event, both parties agree to make a good faith effort to meet their obligations hereunder.

6. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof.
7. The Owner may unilaterally cancel this Contract and the goods and services thereunder in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract.

8. Any unit of provision of goods and services must be approved in writing by the Owner or its agent prior to payment.
9. The Contract documents provide the criteria and the final date for completion of the Project.
10. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor. Contractor may utilize subcontractors to perform a portion of the Work. All subcontractors must be approved by Owner prior to performing any Work.
11. The Contractor shall provide separate payment and performance bonds (the "Bonds") to the Owner meeting the requirements of §255.05, Florida Statutes, each in the sum of **Eight Hundred Thirty Thousand Dollars and Zero Cents (\$830,000.00)** and shall cause the Bonds to be recorded in the Public Records of Highlands County, Florida.
12. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, the State of Florida or City of Sebring, Florida.
13. The Owner will use its best efforts to obtain the approval of the State of Florida and the Federal Aviation Administration to this contract. If the Owner determines that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent or the Owner shall have the right to terminate the Contract.
14. The Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractors shall require all of its subcontractors to comply with the provisions of this paragraph.
15. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.
16. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or excluding or each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
17. Warranty.

17.1 Contractor warrants to Owner 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. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

17.2 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.

17.3 Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship for a period of one year from the date of substantial completion. Contractor shall promptly repair all such defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from Owner's misuse or negligence, acts of God or normal wear and tear.

18. 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 Contract.

19. Permits, Fees and Notices.

19.1 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 the Contract, excluding, however, any and all manner of impact and development fees, governmental or otherwise, which shall be paid by Owner.

19.2 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 Owner 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 Contract, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

20. Responsibility for Those Performing the Work. Contractor shall be responsible to Owner 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 under a contract with Contractor.

21. Drawings and Specifications at the Site. Contractor shall maintain at the site for Owner one copy of all drawings, specifications, addenda, approved shop drawings, change order and other Modifications, in good order and marked to record all changes made during construction. These shall be available to Owner. Upon completion of the Work, Contractor shall deliver to Owner one set of blacklined drawings and one copy of drawings on electronic media incorporating all changes made throughout the project and each marked Record Drawings.

22. Cleaning Up. Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Work as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so and the cost thereof shall be charged to Contractor.

23. Safety.

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

23.2 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.

24. 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, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

25. Contractor's Liability Insurance. Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor. Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, Contractor's insurance policies shall be endorsed to name Owner as an additional insured to the extent of Owner's interests arising from this agreement. Except for workers compensation, Contractor waives its right of recovery against Owner, including any right of subrogation. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by Owner. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention. Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Insurance, Certificates of Insurance and any Additional Insurance provisions herein.

25.1 Workers Compensation Coverage. Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Contractor shall also purchase any other coverages required by law for the benefit of employees.

25.2 General, Automobile and Excess or Umbrella Liability Coverage. Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

25.3 Commercial General Liability Coverage - Occurrence Form Required. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of three years beyond Owner's acceptance of renovation or construction projects.

25.4 Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use, including coverage for all sub-contractors and their automobiles.

25.5 Excess or Umbrella Liability Coverage. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

25.6 Builders Risk Coverage. Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased. The Builders Risk insurance is to be endorsed to cover the interests of all parties, including Owner and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

25.7 Installation Floater Coverage. Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

25.8 EVIDENCE/CERTIFICATES OF INSURANCE. Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance are to be

provided to Owner at least 15 days prior to coverage renewals. If requested by Owner, Contractor shall furnish complete copies of Contractor's insurance policies, forms and endorsements. For Commercial General Liability coverage Contractor shall, at the option of Owner, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. Receipt of certificates or other documentation of insurance or policies or copies of policies by Owner, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

26. Change Orders.

26.1 Owner, 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 Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

26.2 A Change Order is a written order to Contractor signed by Owner, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by a Change Order.

26.3 The cost or credit to Owner 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.

26.4 If none of the methods set forth in paragraph 25.3 thereof is 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 Sum, 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 Owner 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.

26.5 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 made within a reasonable time after the first observance of the condition.

26.6 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 section, Contractor shall make such claim as provided herein.

27. Claims for Additional Cost or Time. If Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract time, Contractor shall give Owner written notice thereof within seven (7) 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 in accordance with paragraph 25.4 hereof. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

28. Correction of Work.

28.1 Prior to the date of substantial completion, 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 rejected Work.

28.2 If, within one year after the date of substantial 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 receipt of a written notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition. Owner shall give such notice promptly after discovery of the condition.

29. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.

30. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – effectuation of Title VI, Title VII, and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall

obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Contractor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner of the United States of America and the State of Florida Department of Transportation to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who ails or refused to furnish this information, Contractor shall so certify to Owner and the United States or the State of Florida, Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or the United States or State of Florida Department of Transportation or other applicable government entity may determine to be appropriate, including withholding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provides concerning the furnishing of services to the Airport, and Contractor agrees that it will adopt any such requirements as a part of this Contract.

31. Policy. It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract.

Consequently, the requirements of the Owner's DBE Participation Policy apply to this Contract.

32. Contract Assurance. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
33. Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the Sebring Airport Authority. Payments not made to subcontractors within fourteen (14) days of the prime contractor's receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14th day after payment is due. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sebring Airport Authority. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. Sebring Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.
34. DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the award and performance of Owner contracts.
35. Government Agencies which are not Parties. Neither the Federal Aviation Administration nor the Florida Department of Transportation has nor will they incur any obligations to Contractor under this Contract.
36. Headings. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
37. Entire Agreement. This Contract, including all Contract documents, constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

38. Amendment. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of Florida Department of Transportation need not be approved by them.
39. Validity; Enforcement. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect. This contract will be governed by and construed in accordance with the laws of the state of Florida and shall be enforced only in the Tenth Judicial Circuit, in and for Highlands County, Florida.
40. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a Contractor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide services for a public entity, may not be awarded a Contract and may not transact business with a public entity for services, the value of which exceeds \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering this Contract.
41. Contract Work Hours and Safety Standards Act Requirements. The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Appropriate clauses can be found in AC 150/5100-6, Appendix 2.
42. Copeland "Anti – Kickback" Act Requirements. The Contractor will comply with the Copeland "Anti – Kickback" Act (18 U.S.C. 374) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation. The Owner must report all suspected or reported violations to the Federal Aviation Administration. The appropriate provision can be found in AC 150/5100 – 6, Appendix 6.
43. Breach of Contract Terms – Sanctions. Any violation or breach of the terms of this Contract on the part of the Contractor or subcontractor may result in the suspension or termination of this Contract or such other action, which may be necessary to enforce the rights of the parties of this agreement.

44. Trade Restriction Clauses. The Contractor or Subcontractor, by submission of an offer and/or execution of a Contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly earned into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or services of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. This knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, factitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

45. Termination of Contract

- a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. 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 the Owner.
- b) If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Sponsor thereby.
- d) 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 the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph b of this clause.
- e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

46. Suspension and Debarment Requirements. The Contractor certifies, by submission of this proposal or acceptance of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transaction, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

47. Veteran's Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam-era and disabled veterans. However, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

48. Attorneys' Fees and Costs. In any judicial or alternative dispute resolution technique action to interpret or enforce any of the terms of this agreement, including any action by Owner to establish the right to indemnification, the parties agree that the prevailing party shall be entitled to an award of attorneys' fees and costs payable by the non-prevailing party, whether such fees and costs are incurred before, during or after trial, appellate proceeding or post-judgment collections.

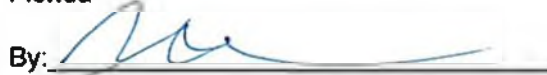
IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

WITNESSES:

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



Printed Name: Beverly K. Glarner

By: 

or Mike Willingham as its
Executive Director


Printed Name: Jami Olive

(Corporate Seal)

**CONTRACTOR: CLYDE JOHNSON
CONTRACTING & ROOFING, INC.,** a
Florida corporation

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

(Corporate Seal)

Contractor shall indicate whether
Corporation, Partnership, Company or Individual
(Circle one)

The person signing shall, in his own handwriting, sign the principal's name, his own name, and his title. Where the person signing for a corporation is other than the President or Vice President, he must by affidavit, as contained herein, show his authority to bind the corporation.

IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

WITNESSES:

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

By: _____
Mike Willingham, as its
Executive Director

Printed Name: _____


Printed Name: _____

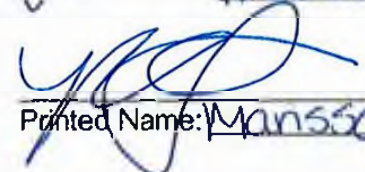
(Corporate Seal)

**CONTRACTOR: CLYDE JOHNSON
CONTRACTING & ROOFING, INC.,** a
Florida corporation

By:  _____

Title: Vice President


Printed Name: Natalie Garcia


Printed Name: Manssa Johnson

(Corporate Seal)

Contractor shall indicate whether
Corporation, Partnership, Company or Individual
(Circle one)

The person signing shall, in his own handwriting, sign the principal's name, his own name, and his title. Where the person signing for a corporation is other than the President or Vice President, he must by affidavit, as contained herein, show his authority to bind the corporation.