

**Sebring Airport Authority  
Board Meeting Agenda  
December 14, 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>
12/22-26/2023		Christmas Holiday – Offices will be closed	
01/01/2024		New Years Day – Offices will be closed	
01/18/2024	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

**2. CONSENT AGENDA**

- a) Approve November 2023 Minutes and Invoices

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) RFP 23-10 Apron Rehab Phase II Construction Services – Award and Contract
- b) World Fuel Agreement – First Amendment
- c) Resolution 23-15 – Spring Lake Improvement District
- d) Resolution 23-16 Approving Budget Amendment S23-09

**CONTINGENT ACTION ITEMS**

**5. EXECUTIVE DIRECTORS' REPORT**

- FBO Report – Andrew Bennett

**6. BOARD OF DIRECTORS' BUSINESS**

**7. CONCERNS OF THE PUBLIC**

**8. ADJOURNMENT**

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any

scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

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

**SEBRING AIRPORT AUTHORITY  
BOARD MEETING  
November 16, 2023**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on November 16, 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
Brent Ferns	-	Board Member
Carl Cool	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Tim Rolland	-	SpringLake HOA Board Member
Jack Thompson	-	Avcon
Joann Gaskins	-	CareerSource Highlands
Craig Sucich	-	RS&H
Lenard Carlisle	-	City of Sebring Liaison
Jennifer Codo-Salisbury	-	Central Florida Regional Planning Council

**1. OPENING ITEMS**

- A.** Meeting was called to order at 1:30 p.m.
- B.** Lenard Carlisle led the Invocation and Pledge.
- C. Roll Call**  
Pete McDevitt, Mark Andrews, Carl Cool and Stanley Wells were present for the meeting and Brent Ferns joined by Teams. Craig Johnson and Terrill Morris were absent.
- D. Announcements**  
Executive Director, Mike Willingham introduced Deputy Director, Andrew Bennett, to the board. Andrew Bennett gave a brief background of himself.

**2. CONSENT AGENDA**

**Approve the Consent Agenda:**

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

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

**A. Taxiway A4 Realignment – Final Change Order – E.O. Koch**

This item was presented by Jack Thompson of Avcon. There was a motion by Stanley Wells to approve the item with a second by Carl Cool. The motion was passed with aye votes by Wells, Andrews, McDevitt, Cool, and Ferns.

**B. Resolution 23-14 Approving Budget Amendment S23-08**

This item was presented by Colleen Plonsky. 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 Wells, Andrews, McDevitt, Cool, and Ferns.

**C. ATC Tower Pros Contract – 2024 ATC Services Sebring Race**

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 Wells, McDevitt, Andrews, Cool, and Ferns.

**5. DIRECTOR REPORT**

Executive Director Mike Willingham gave his report and Andrew Bennett updated the Board on Range activities.

**6. DIRECTOR'S BUSINESS**

**7. CONCERNS OF THE PUBLIC**

**8. ADJOURNMENT**

Chairman adjourned meeting at 2:08pm.

  
\_\_\_\_\_  
Mike Willingham, Executive Director

12.14.23  
\_\_\_\_\_  
Approved by Board

## Invoices Paid in November 2023 Presented in December 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
11/1/2023	Sage Payment Solutions	\$3,552.44	SAA: Paya Exchange CC Fees- October 2023
11/3/2023	Dustin Dennis dba DDMax	\$1,075.00	SAA: Pressure Washed Exterior of Terminal Building and Entrance Sign
11/3/2023	SWK Technologies, Inc.	\$450.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
11/7/2023	Allen Enterprises, Inc.	\$5,892.96	SAA: Runway Lighting Materials
11/7/2023	Beverly Glarner	\$140.99	SAA: November 2023 Internet Service; Executive Assistant Home Office
11/7/2023	Carrier Corporation	\$1,777.00	SAA: Service Call; A/C at Terminal Bldg.; Crack in Original Factory Discharge Line
11/7/2023	Cintas	\$537.86	SAA/FBO: Bi-Weekly Service; Aircare, Soap/GermX, Mats, & FBO Uniforms
11/7/2023	Cintas	\$118.00	SAA/FBO: Monthly Agreement for AED System
11/7/2023	Copy Life Inc	\$242.96	SAA/FBO: Lease of Copy Machines - November 2023
11/7/2023	Frames & Images	\$23.11	SAA: Desk Plate for Deputy Director - A. Bennett
11/7/2023	Rapid Systems	\$638.95	SAA/FBO: October 2023 Internet Service at Terminal Bldg. & Control Tower
11/7/2023	Strategic Value Media	\$350.00	SAA: Advertising in the 2023-2024 Port Miami Directory
11/7/2023	TechHouse:Intergrated	\$1,857.48	SAA: Deposit for New Laptop for Deputy Director
11/7/2023	TechHouse:Intergrated	\$407.50	SAA: General IT Support; Issues with Laptop Sign in, Lastpass App, Compatible Mode Viewing Internet Explorer, Microsoft 365
11/7/2023	The News Sun	\$854.50	SAA: Notice to Bidders 23-09 Stormwater Drainage
11/7/2023	The News Sun	\$207.00	SAA: Notice to Bidders RFQ 23-10 Terminal Apron Rehab Phase II
11/14/2023	Air & Electrical Services, Inc	\$18,693.79	SAA: Bldg. 103 C-1; Provide & Install 4 Dehumidifiers in each Hangar for Bldg. 103; Includes labor, installation and parts
11/14/2023	Air & Electrical Services, Inc	\$4,035.26	SAA: HVAC Labor to Building 103
11/14/2023	Bates Security dba Central Security & Elect., Inc	\$323.00	SAA: Annual Fire Alarm Inspection
11/14/2023	BOS of Florida, Inc.	\$2,095.12	SAA: Deposit -Purchase Furniture - Terminal Building
11/14/2023	Cintas	\$506.55	SAA/FBO: Weekly Service; Mats, Aircare, Soap/Germx & FBO Uniforms
11/14/2023	Creative Printing, Inc.	\$75.00	SAA: Business Cards for Deputy Director
11/14/2023	E.O. Koch Construction Co.	\$99,175.64	SAA: September 26 - 29,2023 SEF Taxiway A4 Construction - PAYAPP#4 - Grant Reimbursed
11/14/2023	Howell Oil Company	\$10,148.04	FBO: AvGas 100LL for KSEF
11/14/2023	IPC Paving LLC	\$331,870.50	SAA: October 2023 SEF Apron Rehab Construction Phase 2 - Grant Reimbursed
11/14/2023	MDI Claims, LLC	\$3,000.00	SAA: C-Trax Software (Tracks Certificates of Insurance) Renewal 23-24
11/14/2023	Michael Byrd	\$350.00	SAA: Clean Terminal Bldg. Carpets
11/14/2023	Paul C Valladares Jr	\$270.00	SAA/FBO: Plant Service November 2023
11/14/2023	Security 101 Holdings, LLC dba Security 101	\$4,454.54	SAA: Balance Due - Installation of Software Update - Gate Controllers & Symmetry Software
11/16/2023	Dustin Dennis dba DDMax	\$425.00	SAA: Detailing of Airport Vehicles
11/16/2023	JC White Architectural Interior Products	\$17,376.16	SAA: Deposit - New Office Furniture Galleria and Offices
11/21/2023	AAIM	\$99.00	SAA: Human Resources Credit EasyPass - Live Online/On Demand Public Training
11/21/2023	Bella Villa 31	\$2,980.00	SAA/FBO: October 2023 Cleaning of Terminal Building
11/21/2023	Big Messages LLC	\$164.39	SAA/FBO: After Hours Telephone Answering Service
11/21/2023	Bryant Miller Olive P.A.	\$912.50	SAA: August 2023 Legal Services re: Stormwater Issues
11/21/2023	Bryant Miller Olive P.A.	\$1,435.00	SAA: October 2023 Legal Services re: Stormwater Issues
11/21/2023	Cintas	\$537.86	SAA/FBO: Bi-Weekly Service; Aircare, Soap/GermX, Mats, & FBO Uniforms
11/21/2023	CrawfordTech Government Solutions LLC	\$408.00	SAA/CRA: November 2023 Board Packet & Resolution Transcription for ADA Compliance
11/21/2023	Crosson & Payne Tree Service	\$450.00	SAA: Tree Removal of Dead Palm, Debris Cleanup & Removal
11/21/2023	Federal Express Corporation	\$11.60	SAA: Express Shipping
11/21/2023	RW Summers Railroad Contr.,Inc	\$977.13	SAA: Repair Call - Repairs to Switch #1 on Railway
11/21/2023	TechHouse:Intergrated	\$770.15	SAA/FBO: General IT Support; Issues with Outlook, Setting up New Laptop, Printing Problems, Scan Documents, SharePoint Access, Block Employee Access, Remote Access

## Invoices Paid in November 2023 Presented in December 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
11/21/2023	TechHouse:Intergrated	\$7.65	SAA: Shipping for New Laptop
11/21/2023	Vertical Flight Society	\$750.00	SAA: Associate Corporate Annual Membership Dues
11/28/2023	Allied Universal Services	\$13,906.23	SAA: October 2023 Security Service
11/28/2023	Atkins North America, Inc.	\$35,305.00	SAA: October 2023 Services for Apron Rehabilitation Phase II
11/28/2023	Atkins North America, Inc.	\$4,275.00	SAA: October 2023 Bldg. 22 - Roof/Windows - RPR Services
11/28/2023	Atkins North America, Inc.	\$10,800.00	SAA: October 2023 Services for FAA DBE Goals
11/28/2023	Atkins North America, Inc.	\$7,292.50	SAA: October 2023 General On-Call Services
11/28/2023	Avcon	\$4,265.00	SAA: October 2023 General On-Call Services
11/28/2023	Cintas	\$262.40	SAA/FBO: Weekly Svcs; AirCare, Mats, & Uniforms
11/28/2023	CliftonLarsonAllen	\$670.84	SAA: GASB 87 and 96 Leased Software Fees for October and November 2023
11/28/2023	CliftonLarsonAllen	\$702.71	SAA: GASB 87 Leases and GASB 96 SBITA - Consulting Services
11/28/2023	Department of Management Services	\$293.25	SAA/FBO: October 2023 Audio, Long Distance & Local Service
11/28/2023	Federal Express Corporation	\$7.80	SAA: Express Shipping
11/28/2023	Jack's Lawn Care	\$8,325.00	SAA: November 2023 Lawn & Landscape Care
11/28/2023	Qtpod - QT Petroleum on Demand LLC	\$1,824.40	FBO: (4) Replacement M4000 DPI Board Only Rev4-Modified for 2 pumps for Qtpod for Fuel Farm at KSEF
11/28/2023	Risk Management Associates Inc (Insurance Premiums)	\$106,804.75	SAA: Preferred Governmental Insurance Trust - Business Auto, General Liability, Crime, Inland Marine, Commercial Property - Policy #PK FL1 0284850 23-20 / 10.01.23-10.01.24 (Installment #2)
11/28/2023	Swaine, Harris, Wohl, P.A.	\$6,308.39	SAA: November 2023 General On-Call Services
11/28/2023	TechHouse:Integrated	\$1,708.81	SAA/FBO: Recurring Monthly Fee for Software
11/28/2023	TechHouse:Integrated	\$130.00	SAA: General IT Support; Issues with Excel Spreadsheets, Teams Meeting

**Total: \$723,309.71**

## November 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
10/30/2023	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
11/3/2023	AMZN Mktp US LA3DL65H3	\$67.82	SAA: Desktop File Organizers
11/3/2023	GOIN POSTAL	\$37.30	SAA: Mailing Computer/iPhone Accessories Executive Offices
11/5/2023	WALMART.COM	\$96.94	SAA: Sodas, Water, Kitchen Supplies, Paper Products, etc.- Leadership Highlands
11/6/2023	CIRCLE K 07515	\$37.30	FBO: Fuel Purchased for Courtesy Vehicle
11/6/2023	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
11/6/2023	TRTAX&ACTGPROFESSIONAL	\$500.00	SAA: License Renewal Fixed Asset Software
11/6/2023	AMAZON.COM 5V1P98SH3	\$60.99	SAA: Replacement Battery Backup
11/7/2023	DISH NETWORK-ONE TIME	\$133.08	FBO: Monthly Satellite Service for Pilot's Lounge - November 23
11/7/2023	WAWA 5370	\$28.00	FBO: Fuel Purchased for Courtesy Vehicle
11/7/2023	ALLEN ENTERPRISES INC	\$367.90	SAA: Airfield Lighting- Materials
11/7/2023	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
11/8/2023	WCI SEBRING HAULING	\$781.59	SAA/FBO: Monthly Waste Collection - November 2023
11/8/2023	APEX OFFICE PRODUCTS INC	\$134.97	SAA/FBO: Copy Paper
11/9/2023	CIRCLE K 07515	\$67.00	FBO: Fuel Purchased for Courtesy Vehicle
11/9/2023	INNERFACE ARCHITECTURAL S	\$41.00	SAA: Door Name Plate for Deputy Director
11/9/2023	SUNPASS ACC124722279	\$5.40	SAA: Pay out-of-town tolls
11/9/2023	APEX OFFICE PRODUCTS INC	\$85.53	SAA/FBO: Office Supplies
11/9/2023	ADOBE INC.	\$215.91	SAA: Monthly Software Subscriptions
11/10/2023	AMZN Mktp US TC8D611B2	\$17.95	FBO: Phone Case
11/10/2023	PANERA BREAD #601259 O	\$762.40	SAA: Highlands Leadership Luncheon
11/11/2023	AMZN Mktp US U53687Z33	\$127.59	SAA: Ballasts For Lighting in Terminal Building
11/12/2023	AMAZON.COM D26B66T93	\$46.01	SAA/FBO: Coffee Creamer for Replenishment of Coffee Station
11/13/2023	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
11/13/2023	TRTAX&ACTGPROFESSIONAL	\$294.00	SAA: Monthly Online Subscription Fixed Asset Software
11/13/2023	WAWA 5373	\$50.13	SAA: Fuel Purchased for Deputy Director Vehicle
11/14/2023	CIRCLE K 07515	\$82.00	SAA: Fuel for Maintenance Truck
11/14/2023	AMZN Mktp US WE88F0R33	\$92.98	SAA/FBO: Wireless Mouse and Printer Ink
11/16/2023	CIRCLE K 07515	\$50.50	FBO: Fuel Purchased for Courtesy Vehicle
11/18/2023	WAWA 5370	\$37.55	FBO: Fuel Purchased for Courtesy Vehicle

## November 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
11/18/2023	VZWRLSS MY VZ VB P	\$1,511.34	SAA/FBO: Monthly Mobile Service - October 2023
11/18/2023	AMAZON.COM L00PI88D3	\$119.98	FBO: Purchase of New Ladder - Fuel Farm
11/20/2023	NIC - FDLE CCHINET	\$25.00	FBO: Employment Background Check
11/20/2023	SEBRING AIRPORT AUTHORITY	\$0.28	SAA: Test of QTPOD
11/20/2023	SUNPASS ACC122820104	\$16.38	SAA: Pay out-of-town Tolls
11/20/2023	FSP QT PETROLEUM ON DEMAN	\$1,824.40	FBO: Purchase of 4 New Boards for the QtPod at the Fuel Farm
11/21/2023	GRAINGER	\$76.48	FBO: Fuel Farm Repair on/off Switch
11/21/2023	CFX VES WEBSITE	\$6.24	SAA: Pay out-of-town Tolls
11/21/2023	FLORIDA AIRPORTS COUNC	\$125.00	SAA: Registration - Florida Airports Council Annual Meeting
11/22/2023	NAPA AUTO PARTS 161	\$89.90	FBO: Fuel Cans for Transport of Fuel System Icing Inhibitor for Jet Fuel
11/22/2023	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
11/23/2023	SONNY'S BBQ #203	\$294.05	SAA: Thanksgiving Luncheon for Staff
11/24/2023	WAWA 5373	\$43.00	SAA: Fuel Purchased for Deputy Director Vehicle
11/26/2023	AMZN Mktp US 0R2FZ5US3	\$17.59	FBO: Receipt Paper for Printer at Fuel Farm
11/27/2023	CLIFF BERRY INC	\$150.00	FBO: Pump Out of Used Oil Containers
11/27/2023	CIRCLE K 07515	\$72.00	SAA: Fuel for Maintenance Truck
11/27/2023	AMZN Mktp US 974WC0DG3	\$122.86	SAA: Mouse Pads, Cork Board, Thumb Tacks
11/28/2023	TOTAL AVIATION SERVICES	\$1,420.00	FBO: Total FBO Cloud Based Software In-House Training
11/29/2023	AMZN Mktp US X12IV1Y63	\$49.90	SAA/FBO: Coffee Purchased
11/29/2023	APEX OFFICE PRODUCTS INC	\$214.75	SAA/FBO: Bathroom Tissue and Paper Towels
11/30/2023	WAWA 5370	\$27.30	FBO: Fuel Purchased for Courtesy Vehicle
11/30/2023	AMZN Mktp US 835TJ4E43	\$56.83	SAA/FBO: Coffee Station Supplies Replenishment
11/30/2023	MYFLORIDACOUNTY.COM	\$61.07	SAA: Recording Fee - Payment and Performance Bonds - Hurricane IAN
12/1/2023	NIC - FDLE CCHINET	\$25.00	FBO: Employment Background Check
12/1/2023	NIC - FDLE CCHINET	\$25.00	FBO: Employment Background Check
12/1/2023	AMZN Mktp US PW87Z0EK3	\$20.22	SAA/FBO: Coffee Station Supplies Replenishment
12/1/2023	IN FRAMES AND IMAGES	\$23.61	SAA: Desk Name Plate For Board Meetings
12/1/2023	APEX OFFICE PRODUCTS INC	\$295.11	SAA: Office Supplies (Binders for Accounting)
12/2/2023	Amazon.com R58OA3T73	\$243.88	FBO: Purchase of New Ladder - Fuel Trucks
12/3/2023	AMZN Mktp US U34BB0L73	\$127.94	SAA/FBO: Black Trash Bags
	<b>Total:</b>	<b>\$12,854.73</b>	



**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 12/7/2023**  
**Sebring Airport Authority (SAA)**

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ALLEN Allen Enterprises, Inc.									
0074295-IN	11/22/2023	12/22/2023	1,008.18	1,008.18	0.00	0.00	0.00	0.00	SAA: Runway Lights
<b>Vendor ALLEN Totals:</b>			<u>1,008.18</u>	<u>1,008.18</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ALLIED Universal Protection Service, LLC									
15056540	11/30/2023	12/30/2023	13,503.18	13,503.18	0.00	0.00	0.00	0.00	SAA: November 2023 Security Service
<b>Vendor ALLIED Totals:</b>			<u>13,503.18</u>	<u>13,503.18</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AROMA Aroma Coffee									
011305772	11/30/2023	12/30/2023	355.00	355.00	0.00	0.00	0.00	0.00	SAA/FBO: Coffee Station Replenishment
<b>Vendor AROMA Totals:</b>			<u>355.00</u>	<u>355.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
126292	11/30/2023	12/30/2023	5,940.00	5,940.00	0.00	0.00	0.00	0.00	SAA: November 2023 On-Call Services
<b>Vendor AVCON Totals:</b>			<u>5,940.00</u>	<u>5,940.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BELLA Bella Villa 31									
20708 NOV 2023	11/30/2023	12/30/2023	2,384.00	2,384.00	0.00	0.00	0.00	0.00	SAA/FBO: November 2023 Cleaning of Terminal Building
<b>Vendor BELLA Totals:</b>			<u>2,384.00</u>	<u>2,384.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BEVO BEVO Security Solutions									
1088	11/27/2023	12/27/2023	620.00	620.00	0.00	0.00	0.00	0.00	SAA: Service Call for Gate 17 Slide Gate - Changed Out Board and Programmed
<b>Vendor BEVO Totals:</b>			<u>620.00</u>	<u>620.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BIOTECH Bio-Tech Consulting Inc.									
177103	11/30/2023	12/30/2023	3,477.50	3,477.50	0.00	0.00	0.00	0.00	SAA: Bi-Monthly Water Way Weed Control 11.30.2023
<b>Vendor BIOTECH Totals:</b>			<u>3,477.50</u>	<u>3,477.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CARRIER Carrier Corporation									
90317091	9/30/2023	11/16/2023	5,491.16	0.00	0.00	5,491.16	0.00	0.00	SAA: Service Call to Terminal Bldg.; AC units not working, technician charged circuit, checked vacuum, and
<b>Vendor CARRIER Totals:</b>			<u>5,491.16</u>	<u>0.00</u>	<u>0.00</u>	<u>5,491.16</u>	<u>0.00</u>	<u>0.00</u>	

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 12/7/2023**  
**Sebring Airport Authority (SAA)**

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CINTAS Cintas 415529546	11/29/2023	12/29/2023	538.16	538.16	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svc; Mats, Air Fresheners, Soap/GermX, and Uniforms
<b>Vendor CINTAS Totals:</b>			<u>538.16</u>	<u>538.16</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc. 14402	11/30/2023	12/30/2023	580.00	580.00	0.00	0.00	0.00	0.00	SAA: Website Updates
<b>Vendor DIANARI Totals:</b>			<u>580.00</u>	<u>580.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
GRIFFIN Griffin's Carpet Mart, Inc 12022023-5	11/30/2023	12/30/2023	26,359.00	26,359.00	0.00	0.00	0.00	0.00	SAA: Terminal Bldg. Remodel - Amin Area - Carpet Replacement; Includes Removal and Disposal of Old Carpet
<b>Vendor GRIFFIN Totals:</b>			<u>26,359.00</u>	<u>26,359.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service 2351 DEC 2023	12/1/2023	12/31/2023	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: December 2023 Lawn & Landscape Care
<b>Vendor JACKS Totals:</b>			<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>	
SUNLIFE Sun Life Financial DECEMBER 2023	12/1/2023	12/1/2023	177.05	177.05	0.00	0.00	0.00	0.00	SAA/FBO: December 2023 Life Insurance Policy
<b>Vendor SUNLIFE Totals:</b>			<u>177.05</u>	<u>177.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A. 12284	11/30/2023	12/30/2023	3,753.00	3,753.00	0.00	0.00	0.00	0.00	SAA: November 2023 General On-Call Services
<b>Vendor SWAINE Totals:</b>			<u>3,753.00</u>	<u>3,753.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u><u>72,511.23</u></u>	<u><u>67,020.07</u></u>	<u><u>0.00</u></u>	<u><u>5,491.16</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 12/7/2023**  
**Sebring Airport Authority (FBO)**

<b>Vendor Number/ Invoice Number</b>	<b>Invoice Date</b>	<b>Due Date</b>	<b>Invoice Balance</b>	<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90 Days</b>	<b>120 Days</b>	
ASCENT Ascent Aviation Group									
976892	11/5/2023	12/20/2023	28,485.77	0.00	28,485.77	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
978791	11/15/2023	12/30/2023	27,292.02	27,292.02	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
979129	11/16/2023	12/31/2023	24,180.21	24,180.21	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
980562	11/16/2023	12/6/2023	3,070.69	3,070.69	0.00	0.00	0.00	0.00	FBO: Jet - A Fuel at KSEF
980602	11/17/2023	12/7/2023	27,295.09	27,295.09	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at KSEF
980882	11/12/2023	12/27/2023	27,320.25	27,320.25	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
M299779	12/1/2023	12/11/2023	46.00	46.00	0.00	0.00	0.00	0.00	FBO: Ingenico Desk 3500 w/ Pin Pad, CC Warranty Fee, & Comm Fee
S043994	11/22/2023	12/12/2023	1,420.00	1,420.00	0.00	0.00	0.00	0.00	FBO: TFBO Web Software Training
<b>Vendor ASCENT Totals:</b>			<u>139,110.03</u>	<u>110,624.26</u>	<u>28,485.77</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
GIBSON Gibson Aviation Services Inc.									
6393	11/30/2023	12/30/2023	1,624.39	1,624.39	0.00	0.00	0.00	0.00	FBO: Service Calls to KSEF; Troubleshoot Fire Truck, Jet-A Fuel Truck, Found Rear Pump Switch was Bad
<b>Vendor GIBSON Totals:</b>			<u>1,624.39</u>	<u>1,624.39</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
RELADYN RelaDyne Florida LLC									
X471897-IN	11/22/2023	12/22/2023	735.85	735.85	0.00	0.00	0.00	0.00	FBO: Bulk Oil for Resale
<b>Vendor RELADYN Totals:</b>			<u>735.85</u>	<u>735.85</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u><u>141,470.27</u></u>	<u><u>112,984.50</u></u>	<u><u>28,485.77</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:** December 14, 2023

**Presenter:** Mike Willingham

**Agenda Item:** Terminal Apron Rehab Phase II – Residential Project Representative (RPR) – RFQ 23-10 Approval and Contract - AtkinsRealis USA Inc.

**Background:** Staff advertised RFQ 23-10 Professional Construction Phase and Resident Project Representative Services for Terminal Apron Rehabilitation Project on October 20, 2023. Two qualifications were received and both complied with the RFQ requirements. A Selection Committee was formed and ranked AtkinsRealis as the most responsive responsible qualifier.

Staff recommends AtkinsRealis USA Inc., and brings contract for services to board for approval.

**Requested Motion:** Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract.

**Board Action:**

Approved

Denied

Tabled

**CONTRACT FOR RESIDENT PROJECT REPRESENTATIVE SERVICES  
FOR THE TERMINAL APRON REHABILITATION PHASE 2 PROJECT AT  
SEBRING REGIONAL AIRPORT  
BETWEEN  
THE SEBRING AIRPORT AUTHORITY AND  
ATKINSREALIS USA INC.  
DATED December 14, 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 **ATKINSREALIS USA INC.**, a Florida corporation (herein referred to as the "CONSULTANT").

PREMISE. The AUTHORITY has hired IPC Paving, LLC to complete the Terminal Apron Rehabilitation Phase 2 Project at Sebring Regional Airport. AUTHORITY is in need of Resident Project Representative Services for that project, including construction administration and resident project inspection. The services are more particularly described in the RFP 23-10 and Attachment No. A, Scope of Work and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this agreement and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Four Hundred Thirty-Four Thousand, One Hundred Eighty-Eight Dollars and Zero Cents (\$434,188.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. The price is based on the assumptions included on Attachment No. 1. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

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

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

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

ARTICLE 3 – PAYMENT OF INVOICES

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

the Services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

#### ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

#### ARTICLE 5 – TERMINATION

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

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

#### ARTICLE 6 - PERSONNEL

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

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

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

#### ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

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

\_\_\_\_\_

\_\_\_\_\_

#### ARTICLE 8 - SUBCONTRACTING

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

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

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

The Price includes all costs and fees of all subcontractors.

#### ARTICLE 9 – FEDERAL AND STATE TAX

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

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

#### ARTICLE 10 – AVAILABILITY OF FUNDS

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

#### ARTICLE 11 – INSURANCE

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

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

#### ARTICLE 12 - WARRANTY

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

#### ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including,



but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

#### ARTICLE 14 – SUCCESSORS AND ASSIGNS

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

#### ARTICLE 15 – REMEDIES

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

#### ARTICLE 16 – CONFLICT OF INTEREST

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

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

## ARTICLE 17 – EXCUSABLE DELAYS

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

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

## ARTICLE 18 – ARREARS

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

## ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

## ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

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

#### ARTICLE 21 – CONTINGENT FEES

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

#### ARTICLE 22 – ACCESS AND AUDITS

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

#### ARTICLE 23 – NONDISCRIMINATION

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

#### ARTICLE 24 – HARASSMENT-FREE WORKPLACE

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

#### ARTICLE 25 – PUBLIC ENTITY CRIMES

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

#### ARTICLE 26 – DRUG-FREE WORKPLACE

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

#### ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

#### ARTICLE 28 – SURVIVAL

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

#### ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

#### ARTICLE 30 – ENFORCEMENT COSTS

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

#### ARTICLE 31 – AUTHORITY TO PRACTICE

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

#### ARTICLE 32 - SEVERABILITY

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

### ARTICLE 33 – AMENDMENTS AND MODIFICATION

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

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

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

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

### ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

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

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

ARTICLE 35 – NOTICE

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

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

CONSULTANT:  
Darin Larson, Vice President – Aviation Services  
ATKINSREALIS USA I  
4030 West Boy Scout Boulevard  
Suite 700  
Tampa, FL 33607

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:**

Jami Olive  
 Printed Name: Jami Olive

Colleen Plonst  
 Printed Name: Colleen Plonst

**WITNESSES:**

Kevin McAuley 12/11/23  
 Printed Name: KEVIN MCAULEY

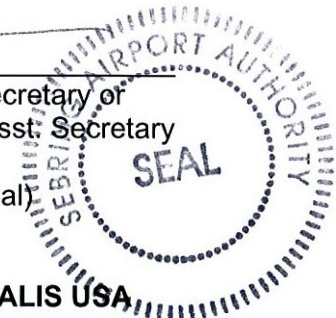
James Griffin 12/11/23  
 Printed Name: JAMES GRIFFIN

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

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

Attest: [Signature]  
 Stanley Wells, as its Secretary or  
 Craig Johnson, as its Asst. Secretary

(Corporate Seal)



**CONSULTANT: ATKINSREALIS USA, INC.** a Florida corporation

By: [Signature]  
 Darin Larson, as its Vice President

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**ATTACHMENT A**

**SCOPE OF WORK**

**CONSTRUCTION PHASE SERVICES  
FOR  
TERMINAL APRON REHABILITATION PHASE 2  
AT  
SEBRING REGIONAL AIRPORT  
SEBRING, FLORIDA  
SEPTEMBER 2023**

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

### **I. BACKGROUND INFORMATION**

Under a previous Agreement Atkins completed an evaluation of the of the pavement condition, development of pavement rehabilitation alternatives, and the design for the selected alternative. The final design was completed using multiple bid alternates in order to award the project based on available funding from the FAA at the time of award. The Terminal Apron will be rehabilitated/reconstructed based on the direction from the FAA.

### **II. GENERAL DESCRIPTION OF PROJECT SCOPE**

The Sebring Airport Authority (OWNER) selected ATKINS as the Construction Manager (CM) for the Project. This will consist of providing professional services and technical support during construction including providing resident project representative (RPR) services, attendance at meetings, review of submittals, responses to requests for information, and the preparation of record drawings. The overriding objective of the CM is to provide assistance to the OWNER to attempt to keep the project on schedule, under budget, and fully coordinated with all parties and to assist in producing a quality constructed product. Construction is scheduled to start in October 2023.

This work will consist of providing professional services for the construction administration and technical support during construction and assist in the preparation of closeout documents and record drawings. For Base Bid, the contract documents allow 210 calendar days from the notice to proceed to substantial completion of construction plus an additional 30 calendar days for project closeout. Current funding for the project is anticipated to include the base bid. The scope and fee included within this proposal applies only to the base bid portion of work. If additional funding is received from the FAA to construct Bid Alternative 1, or other areas of the apron, additional fee will be required to provide construction phase services for the additional limits of construction and extension of time related to that work.

OWNER	Sebring Airport Authority (SAA)
CM	ATKINS
FAA	Federal Aviation Administration
FDOT	Florida Department of Transportation (District 1)

### **III. SCOPE**

For the purposes of scope definition and CM fee development, the work has been divided into the following tasks. Any modifications and/or revisions to these tasks will constitute a change in the project scope and may require a revision to the compensation to be paid to the CM. These tasks will



begin once the OWNER provides the CM with a written Notice to Proceed.

Each of these services shall be provided by the CM, working in concert with the OWNER and Contractor(s).

### **Task 1: Project Administration and Coordination**

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

### **Task 2: Preparation of Conformed Documents**

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

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

### **Task 3: Preconstruction Conference**

The CM shall prepare for and lead a preconstruction conference at the Airport before the Contractor is provided with a Notice to Proceed. The purpose of this meeting will be to review general administrative procedures of the contract, establish communication protocols, review technical requirements, begin the submittal process, and other items as defined in the Contract Documents.

### **Task 4: Job Coordination Meetings**

As required by the Contract Documents, there will be regular construction progress meetings held with the Airport, the Contractor, and the CM. The purpose of the progress meeting will be to review completed Work, discuss upcoming Work, coordinate outstanding tasks, etc. The CM will attend these progress meetings to provide interpretations of and review progress related to the Construction Documents. The CM will prepare minutes of each meeting and distribute to attendees.

Based on the project schedule, the CM has budgeted for **17 job coordination meetings** held throughout the duration of the project. This assumes there will be 15 bi-weekly meetings during the 210 days of construction between NTP and substantial completion, and two (2) additional meetings during the closeout period. If additional meetings are necessary, it may be justification for additional compensation.

**Task 5: Site Visits and Inspections**

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

Additionally, two Environmental Scientists will inspect for burrowing owls within/surrounding the project area 48 hours before construction NTP.

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

- Project Manager - 5
- Civil/Site Engineer - 17
- Pavement Engineer - 2
- Environmental Scientists - 2

**Task 6: Shop Drawing Review**

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

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

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

**Task 7: Responses to Contractor Requests for Information (RFI's)**

Under this task, the CM will prepare technical responses to the questions submitted by the Contractor in the format of a Request for Information (RFI). The CM will collect and log from the contractor and return the RFI responses to the Contractor.

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

The CM shall also provide technical support and clarifications related to the construction documents and shall provide required revisions or supplemental information related to the contract documents

that may be required during construction.

**Task 8: Preparation of Field Sketches and Supplemental Information Revisions**

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

**Task 9: Contractor Applications for Payment**

Based on the CM's on-site observations as an experienced and qualified design professional, on information provided by the RPR, and on review of applications for payment and accompanying data and schedules, the CM shall approve the amounts owed to the Contractor(s) based on the Contractor's monthly pay request.

**Task 10: Preparation of Record Documents and Closeout**

Under this task, the CM will take the Contractor's red lined and surveyed as-built information and incorporate them into the Construction Drawings for the Airport's record purposes. The CM will provide the Airport with a PDF copy of the final record documents. Also, under this task, the CM will prepare the technical documents related project closeout documentation in accordance with FAA and FDOT requirements.

**Task 11: Resident Project Representative (RPR) Services**

Under this task, the CM will provide on-site Resident Project Representative (RPR) services for the Project. The RPR shall serve as the liaison between the OWNER and the CONTRACTOR throughout the project. The foremost duty of the RPR is to observe construction for general conformance with the Contract Documents. The RPR will be responsible for reporting to the Project Manager, Engineer, and/or Airport when observing work that is unsatisfactory, faulty, or defective. The duties of the RPR will include:

- coordinate the Contractor's mobilization to the site
- inspect and monitor Contractor activities
- maintain a daily construction log
- attend weekly or progress meetings
- review Contractor's pay requests
- take project progress photographs
- monitor Contractor's Quality Control Plan
- organize, prepare for, and lead inspections
- create the Contractor's punch list of unfinished items
- verify the Contractor's completion of the punch list
- collect the Contractor's as-built information
- certify the completion of the project to general conformance with the Contract Documents

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

- Shall not authorize any deviation from the construction Contract Documents or substitution of materials or equipment.
- Shall not exceed limitations of Owner or design professional as set forth in the construction Contract Documents.
- Shall not undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Contractor's work.
- Shall not accept shop drawings or sample submittals from anyone other than the Contractor.
- Shall not authorize the Owner to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized.

The Project duration as established by the Contract Documents shall be 210 calendar days from notice to proceed (NTP) to substantial completion with an additional 30 calendar days allotted for final completion, acceptance, and close-out.

For purposes of CM fee derivation, it is assumed that one (1) RPR will be assigned to the project. It is assumed that the RPR will provide part time support to project during the pre-construction phase to assist with project start-up (4-weeks). During the construction period it is assumed the RPR will work an average 9 hours/day and 5 days/week for the 26-week period. During the closeout period it is assumed that the RPR will provide part-time support to project approximately 20 hours/week for 4 weeks.

The CM may need rotate personnel to provide full coverage. Actual time onsite may vary from week to week based on the Contractor's work schedule. Therefore, the CM has also budgeted for 40 hours of an additional second RPR if necessary, for critical work periods.

**END ATTACHMENT A**

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**ATTACHMENT B****BASIC ASSUMPTIONS****CONSTRUCTION PHASE SERVICES  
FOR  
TERMINAL APRON REHABILITATION PHASE 2  
AT  
SEBRING REGIONAL AIRPORT  
SEBRING, FLORIDA  
JUNE 2023**

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

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

1. The fees for the provision of construction phase services are based a construction duration of twenty six (26) weeks and an assumed level of staff effort as described herein. In the event the construction duration or level of effort required of the CM is greater than estimated and specified herein, the CM shall be entitled to additional compensation and the terms of this agreement shall be re-negotiated and amended as needed.
2. CM shall consult with and advise SAA and act as the Airport's representative and advisor as provided for in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of the CM as assigned in the Contract Documents shall not be modified except as CM may otherwise agree in writing.
3. CM shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
4. CM shall have authority, as the Airport's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
5. Documents will be created in the CM's standard format.
6. All drawings will be created in black and white AutoCAD format using English units.
7. No additional environmental wetlands permitting (federal and/or local) or mitigation will be required for construction of this project.

8. It will be the responsibility of the Contractor to obtain any permits necessary for construction. The CM will not be applying for or obtaining any construction related permits.
9. The CM shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
10. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.
11. The OWNER will pay all costs required for permitting directly. The CM shall not be responsible for payment of any permitting fees.
12. No additional FAA or FDOT reviews are anticipated for this scope of work.
13. CM shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may in the judgment of the CM jeopardize safety. This shall not relieve the Contractor of their responsibility to meet these requirements.
14. When recommending payment, CM is only representing that the RPR has made visual checks on items installed in field. The CM will only check the quality or quantity of Contractor's work as stipulated to the design professional or RPR in the Contract Documents.
15. CM's review of Contractor's work for the purposes of recommending payments shall not impose on CM responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work.
16. CM'S review of Contractor's work for the purposes of recommending payments shall not impose responsibility on CM to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
17. The CM shall have authority, as the OWNER'S representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
18. The following items are excluded from the Project scope of services but can be added for additional fee if desired:

- a. Photometric testing
  - b. Subsurface utility exploration and locations removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
  - c. Boundary survey
  - d. Landscaping Design
  - e. Site Lighting
  - f. Building related design services
  - g. LEED Sustainable Design or Certification
  - h. Modeling and evaluation of the existing utility systems
  - i. Traffic studies
  - j. Offsite utility extensions (water mains, sewer mains, etc.)
  - k. FDOT Connection Permits
  - l. Water quality monitoring
  - m. Noise modeling
  - n. Special environmental studies
  - o. Environmental resource permitting
  - p. ALP Update
19. Any other service not specifically delineated within this scope is not included and would only be performed at Client's request and approved fee.

**END OF ATTACHMENT B**

# Sebring Airport Authority Agenda Item Summary

**Meeting Date:** December 14, 2023

**Presenter:** Mike Willingham

**Agenda Item:** World Fuel - First Amendment to Fuel Supply Agreement

**Background:** The Authority entered into a Fuel Supply Agreement with World Fuel Services, Inc. ("World Fuel") on December 1, 2020. World Fuel is willing to extend the term of the agreement and the First Amendment will extend the term to November 30, 2026 and automatically renew until either party elects to terminate the agreement at least 90 days prior to the end of the term.

**Requested Motion:** Move to approve and authorize the Chairman to execute the same.

## Board Action:

Approved     \_\_\_X\_\_\_

Denied        \_\_\_\_\_

Tabled        \_\_\_\_\_





## FIRST AMENDMENT TO FUEL SUPPLY AGREEMENT

This **FIRST AMENDMENT TO FUEL SUPPLY AGREEMENT** dated as of the 14th day of December, 2023 (the “Amendment”) to the Fuel Supply Agreement, dated December 1, 2020 (the “Agreement”) by and between **WORLD FUEL SERVICES, INC.** on its behalf and on behalf of its Affiliates (collectively “Seller”) and **SEBRING AIRPORT AUTHORITY** (“Customer”). To the extent that there are any conflicts or ambiguities between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

### RECITALS

**WHEREAS**, Seller and Customer entered into the Agreement with respect to Seller’s sale and delivery of aviation fuel to Customer; and

**WHEREAS**, Seller and Customer desire to amend the Agreement in the manner and to the extent set forth herein.

**NOW, THEREFORE**, in consideration of the agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Agreement.

a. Section 2. Duration and Renewal. Section 2 of the Agreement is hereby amended as follows:

At the end of Section 2, the following is to be added: “This Agreement shall automatically extend upon expiration of the Initial Term, for a term starting on December 1, 2023 and to expire on November 30, 2026 (the “First Renewal Term”). This Agreement shall automatically renew for subsequent annual periods (each a “Subsequent Term” and with the Initial Term and the First Renewal Term, the “Term”) unless terminated by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the First Renewal Term or the applicable Subsequent Term.

b. Section 18. Allowances. Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

Sponsorship Allowance. For so long as Customer is not in breach of this Agreement, Seller shall provide \$7,500.00 annually to Customer for use in aviation education to be paid on or around January 1 of each successive year from the Effective Date.

2. Effectiveness. This Amendment shall be effective on the date above first written.

3. Ratification. All of the terms, covenants, conditions, provisions and agreements contained in the Agreement shall remain in full force and effect as if the same had been set forth in full, except as herein otherwise expressly provided or modified.

4. Binding Agreement. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto, their respective legal representatives, successors and assigns.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

WITNESSES:

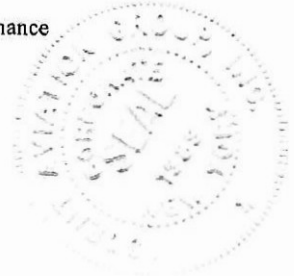
*[Signature]*  
Printed Name: Jon Henderson

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

WORLD FUEL SERVICES, INC.

By: *[Signature]*  
Christine S. Coombs, Sr. Director, Finance

(Corporate Seal)



WITNESSES:

*[Signature]*  
Printed Name: Jami Olive

*[Signature]*  
Printed Name: Colleen Plonsky

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

By: *[Signature]*

- Mark Andrews, as its Chair or
- Pete McDevitt, as its Vice Chair

By: *[Signature]*

- Stanley Wells, as its Secretary or
- D. Craig Johnson, as its Asst. Secretary



**RESOLUTION SAA 23-15**

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY INITIATING CONFLICT RESOLUTION PROCEDURES PROVIDED UNDER THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT PRIOR TO INITIATING COURT PROCEEDINGS; SPECIFYING THE ISSUES OF CONFLICT WITH THE SPRING LAKE IMPROVEMENT DISTRICT (SLID) AND THE HIGHLANDS COUNTY TAX COLLECTOR; DIRECTING THE EXECUTIVE DIRECTOR TO PROVIDE A STATUTORILY MANDATED LETTER AND A CERTIFIED COPY OF THIS RESOLUTION TO THE SPRING LAKE IMPROVEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Legislature created the Sebring Airport Authority (“SAA”) in 1967 as a public body to own and operate what was then known as the “Sebring Industrial Air Park.” The drainage from less than 700 acres of SAA’s property historically has flowed onto SLID property. Today, the remainder of the drainage from SAA’s property flows through SAA’s retention ponds and exits to Arbuckle Creek, completely avoiding SLID property and facilities;

WHEREAS, developers began to develop Spring Lake with residential, commercial and recreational facilities with large areas of impermeable surfaces in 1970. To avoid a drainage problem in developing this very low land, the developers asked the Legislature to create the Spring Lake Drainage District, now known as SLID;

WHEREAS, SLID’s Plan of Reclamation states:

The topographic relationship of [SLID] lands to the other lands in the Arbuckle Creek watershed demands the consideration of surface water contributions from outside [SLID’s] boundaries, particularly from the areas to the North. These lands, which are within the overall Arbuckle Creek basin, generally slope toward the Creek. The resulting drainage pattern gives these properties **historical rights to flow through [SLID]**. Most of the flood waters originating outside [SLID] enter the District along the north boundary. These areas include the Sebring Airport, which lies to the north of the Western portion of [SLID], and the Davis farmland, which lies to the north of the Eastern portion. (Emphasis added.);

WHEREAS, on September 13, 2023, SLID adopted Resolution 2023-16 which purports to adopt out of district stormwater operations and maintenance fees effective October 1, 2023;

WHEREAS, pursuant to Resolution 2023-16, on November 13, 2023, the Highlands County Tax Collector has issued an invoice to SAA for \$72,938.25 allegedly for stormwater operations and maintenance non-ad valorem assessments on behalf of SLID;

WHEREAS, SAA believes that SAA has historical rights for drainage from its property to flow through SLID, as recognized by SLID’s own Plan of Reclamation;

WHEREAS, SAA believes that, as an independent special district, a public body, created by the Legislature, it is immune from being charged these non-ad valorem assessments under the doctrine of sovereign immunity;

WHEREAS, SAA believes that SLID has no authority to impose non-ad valorem assessments on SAA under SLID’s Special Act as SAA has not made a connection to any SLID facility or system. Chapter 52 of SLID’s Charter provides that SLID is:

authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges (hereinafter sometimes referred to as “revenues”), and to revise the same from time to time, for the facilities and services furnished by the district, within or without the limits of the district, including, but not limited to, drainage facilities, recreation facilities, and water and sewer systems, **to recover the costs of making connection** with any district facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent. (Emphasis added.);

WHEREAS, from the clear language of Chapter 52, such fees, rentals or other charges are only appropriate when the owner being asked to contribute has made a "connection" to SLID's facilities or systems. Here, it is the natural topography of SAA's adjoining land that causes water from SAA to flow onto SLID's property, for which SAA has an easement over SLID's property as a matter of law. There is no "connection" to any facility or system. As such, Chapter 52 does not authorize SLID to charge a non-ad valorem assessment against SAA for accepting SAA's stormwater;

WHEREAS, as a result of the actions of SLID, SAA is in doubt about its rights and liabilities to SLID and specifically for the non-ad valorem imposed pursuant to Resolution 2023-16 and wishes to seek a declaration of its rights, and injunctive and other relief in circuit court; and

WHEREAS, in order to provide the utmost opportunity for SAA and SLID to avoid costly litigation and to resolve this dispute amicably, and in accordance with Chapter 164, Florida Statutes, SAA wishes to invoke the dispute resolution process set forth in Chapter 164.

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

**Section 1.** Pursuant to Section 164.1052, Florida Statutes, SAA states its intention to initiate the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act prior to initiating court proceedings with SLID. The issues of conflict are:

Whether the non-ad valorem assessment adopted by Spring Lake Improvement District (SLID) in Resolution 2023-16 and imposed against SAA can be legally charged to SAA; whether SAA has historical rights for drainage from its property to flow through SLID; whether SAA is immune from being charged the non-ad valorem assessments being imposed by SLID under the doctrine of sovereign immunity; whether SLID has the authority to impose these assessments on SAA; whether SAA is legally responsible to pay these assessments; whether SLID is properly authorized and can legally impose these assessments on SAA; if SLID has the authority to impose these non-ad valorem assessments against SAA, whether the amount charged against SAA was proper, legal, and/or apportioned correctly and legally; whether SLID properly and legally adopted the non-advalorem assessment imposed on SAA; and whether SAA is entitled to injunctive and other equitable relief preventing any actions by the Highlands County Tax Collector to collect the non-as valorem assessments imposed by SLID against SAA.

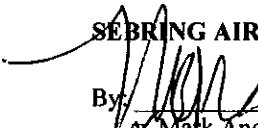
**Section 2.** The Executive Director is directed, within five (5) days after passage of this Resolution, to send a certified copy of this Resolution and the letter required by Section 164.1052(1), Florida Statutes, to SLID and the Tax Collector. Said letter and certified copy of this Resolution shall be sent by certified mail, return receipt requested.


**Section 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 14 day of December, 2023.



SEBRING AIRPORT AUTHORITY

By:   
 Mark Andrews, as its Chair or  
 Pete McDevitt, as its Vice Chair

Attest:   
 Stanley Wells, as its Secretary or  
 Craig Johnson, as its Asst. Secretary

**RESOLUTION SAA 23-16**

**A RESOLUTION OF THE SEBRING AIRPORT  
AUTHORITY TO APPROVE AMENDMENT S23-09 TO  
THE 2023-2024 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 2023-2024 Budget Amendment S23-09 as presented.

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

**PASSED AND ADOPTED** this 14th day of December 2023.



**SEBRING AIRPORT AUTHORITY**

By:   
Mike Willingham, Ex. Director



# Executive Director's REPORT



HAPPY  
*Holidays*

## INSIDE

- Sebring Airport Updates
- Civil Air Patrol at Sebring Airport Authority
- Sebring International Raceway News



## SEBRING AIRPORT UPDATES

### Building 22 Reroofing



Windows are being installed this month. Construction anticipated to be complete by the end of December. Final closeout

anticipated to be complete by the end of February 2024.

### Apron Rehabilitation Phase 2



Pavement demolition and new base material has been completed. Paving activities will begin in December, and continuing through the end of March. Substantial completion anticipated in April 2024.

### Taxiway A4 Construction

Final Change Order has been approved. Final pay application is being processed. Submitted closeout documents to FAA.

Additional funding over the original grant amount will be available from FAA in early 2024.

### High Mast Lighting

Coordinating photometrics for adjustment to light locations. Initial cost estimate exceeds the grant amount. Discussion with FDOT D1 indicates that

additional funding will be available in FY2025 (July 1, 2024).

Prepare additional grant request based on bids in June 2024.



## CIVIL AIR PATROL AT SEBRING— BY PHIL ATTINGER HIGHLANDS NEWS-SUN



### Civil Air Patrol to form a new flight from Sebring Airport Authority to host National Flight Academy

If you or a youngster of yours are interested in becoming a pilot or serving with them, the Civil Air Patrol has an opportunity for you.

Capt. David H. Bynum, Group 5 director of Operations for the Naples Cadet Squadron of the Civil Air Patrol, said the branch of service wants to start up the Highlands County Composite Squadron of the Civil Air Patrol, and is inviting anyone interested in joining to a special meeting. The meeting will take

place at 6:30 p.m. Thursday, Jan. 4, 2024, at Sebring Regional Airport. The Civil Air Patrol is looking for adults ages 19 and older, with no age limit, and young adults ages 12-18 interested in becoming members.

This can include non-pilot, pilot, drone, communications or many other opportunities, Bynum said, with a chance to learn leadership skills, character development, aerospace technology and discipline.

“All training is provided, and no military experience is required. Whatever skill or interest you have, there is a place for you in the Civil Air Patrol,” Bynum said.

An all-volunteer auxiliary and Total Force

partner of the U. S. Air Force, the Civil Air Patrol operates the world’s largest fleet of single-engine aircraft and drones for search, rescue, disaster relief, training, and education, according to its website at [www.gocivilairpatrol.com](http://www.gocivilairpatrol.com).

Capt. Ronald Rowe, of the SRQ Composite Squadron out of Sarasota, said the cadet program allows youth ages 12-21 to get experience and work toward earning a private pilot’s license.

At the same time as the formation meeting, Sebring Regional Airport will also host the Civil Air Patrol’s National Flight Academy, featuring cadets ages 12-18 from around the United States who have won placement in the program.

Between Dec. 27, 2023, and Jan. 5, 2024, they will receive ground and flight instruction in preparation to fly solo, with the entire event led by Maj. Gen. Joseph R. Vazquez, former national commander of the Civil Air Patrol.

Rowe said the event, with 10 cadets, will get them certified with flight instrumentation, trained by former military pilots.

The airport, Runway Cafe and Seven Sebring Raceway Hotel are also supporting the event, Bynum said.

“We like Sebring,” Rowe said of the squadron, both for its location and its charm. “I’m a fifth-generation Floridian, and Sebring is just like Florida used to be.”



## SEBRING INTERNATIONAL RACEWAY NEWS

A total of 60 cars have been entered for the twice-around-the-clock battle on the 3.56-mile road course at Daytona International Speedway. The Grand Touring Prototype (GTP) field includes 10 hybrid-electrified prototypes from four different manufacturers, with an expanded, 12-car grid expected in the Le Mans Prototype 2 (LMP2) class. The GTP field is expected to grow beyond 10 when the series

visits Sebring on March 16, with the introduction of Lamborghini's new car to the lineup.

GT Daytona Pro (GTD PRO) sees a record-tying 13-car field – from 10 different manufacturers – planning to compete. And the GT Daytona (GTD) class continues as the largest in the WeatherTech Championship with 25 cars on the list representing 11 different manufacturers.



## PRESENTATION OF CHECK BY BILL WILSON



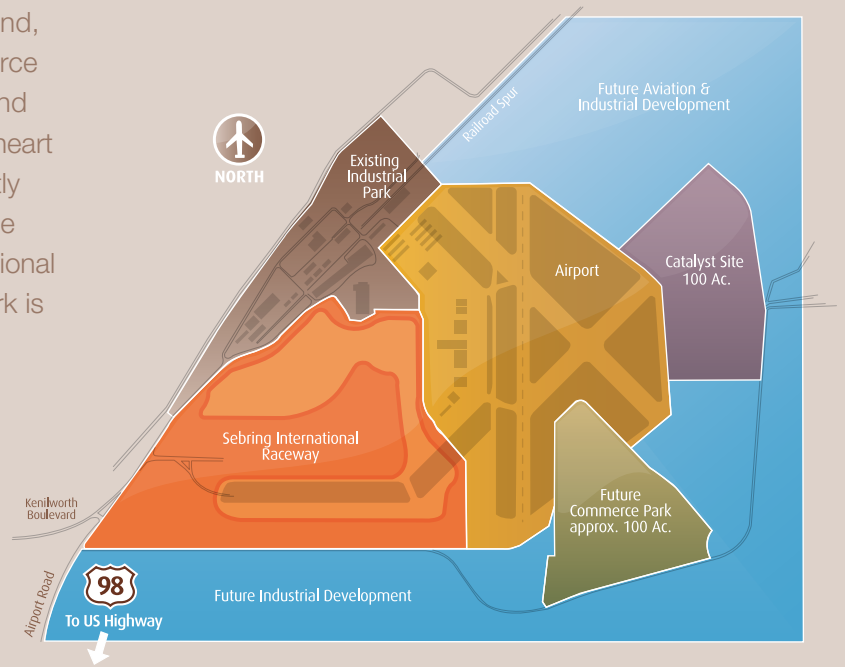
*Presentation of check by Bill Wilson of Brown and Brown (SAA insurance provider) for Training Incentive Program that Preferred offers to help offset the cost for safety/training that members utilize throughout the year.*

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**SITE MAP**

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



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