

**Sebring Airport Authority  
Board Meeting Agenda  
September 19, 2024**

**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>
10/17/2024	1:30pm (10:00am)	SAA/CRA Board Meeting	Hendricks Field Center

**2. CONSENT AGENDA**

- a) Approve August 2024 Minutes and Invoices

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) CliftonLarsonAllen LLP – Statement of Work – Assertion Based Examination Services and Audit Services
- b) RFP 24-03 High Mast Lighting Recommendation for Award & Contract: Trinity Electrical Services, Inc.
- c) Contract Amendment for Design, Bidding, and Construction Administration Services for the Terminal High Mast Lighting Project with Avcon, Inc.
- d) RFP 24-04 Aircraft Hangar Development: Recommendation to Negotiate with Corle Building Systems, Inc.
- e) Inventory/Asset Removal
- f) Resolution 24-09 Approving Budget Amendment S24-07
- g) Resolution 24-10 Approving 2024-2025 Budget

**CONTINGENT ACTION ITEMS**

**5. EXECUTIVE DIRECTORS' REPORT**

- FBO Report

**6. BOARD OF DIRECTORS' BUSINESS**

- Julie Fowler, CliftonLarsonAllen, presentation for Audit Services

**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 Jami Olive, Sebring Airport Authority at 863-314-1317.

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

**SEBRING AIRPORT AUTHORITY  
BOARD MEETING  
August 15, 2024**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on August 15, 2024, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Pete McDevitt	-	Chairman
D. Craig Johnson	-	Secretary
Carl Cool	-	Assistant Secretary
Mark Andrews	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Ann Martin	-	Career Source Highlands
Eric Menger	-	Hanson Professional Services
Heather Meyer	-	AtkinsRéalís
Chris Campbell	-	Highlands County Board of County Commissioners

**1. OPENING ITEMS**

- A. Meeting was called to order at 1:29 p.m. by chairman Pete McDevitt.
- B. Bob Swaine led the Invocation and led the Pledge.
- C. **Roll Call**  
Mark Andrews, Carl Cool, D. Craig Johnson, and Pete McDevitt were present for the meeting. Stanley Wells, Terrill Morris and Jason Dunkel were absent.
- D. **Announcements**  
Pete McDevitt asked if there were any other announcements than the ones presented, which are, the offices will be closed on September 2<sup>nd</sup> for Labor Day Holiday. Also, that next board meeting will be held Thursday, September 19<sup>th</sup> at 1:30pm.

**2. CONSENT AGENDA**

**Approve the Consent Agenda:**

There was a motion by D. Craig Johnson to approve the Consent Agenda with a second by Carl Cool. The motion was passed unanimously.

**3. MISCELLANEOUS**

No items were presented.

**4. ACTION ITEMS**

**A. Swaine, Harris & Wohl – Agreement for Representation and Fees effective October 1, 2024**

This item was presented by Andrew Bennett. There was a motion by Mark Andrews to approve the item with a second by Carl Cool. The motion was passed unanimously.

**B. SEF Taxiway D Design – Avcon, Inc. Agreement for Engineering Services**

This item was presented by Andrew Bennett. There was a motion by Mark Andrews to approve the item with a second by D. Craig Johnson. The motion was passed unanimously.

**C. Global Engine Maintenance Lease Building 103 C2**

This item was presented by Andrew Bennett. There was a motion by D. Craig Johnson to approve the item with a second by Carl Cool. The motion was passed unanimously.

**D. FAA Bipartisan Infrastructure Law Funding Announcement – Taxiway Delta Design**

This item was presented by Andrew Bennett as confirmation of grant received. There was a motion by D. Craig Johnson to ratify the execution of the grant, with a second by Carl Cool. The motion was passed unanimously.

**E. Resolution 24-08 Approving Budget Amendment S24-06**

This item was presented by Colleen Plonsky. There was a motion by Mark Andrews to approve the item with a second by Carl Cool. The motion was passed unanimously.

**CONTINGENT ACTION ITEMS**

No contingent action items presented.

**5. DIRECTOR REPORT**

Mike Willingham presented the Executive Director's report. Deputy Director Andrew Bennett updated the Board on FBO, staffing, employee training and Range activities. Also, staff attended the Florida Airports Council 2024 Annual Conference gaining resources and knowledge from the industry.

**6. DIRECTOR'S BUSINESS**

No items were presented.

**7. CONCERNS OF THE PUBLIC**

No items were presented.



**8. ADJOURNMENT**

Chairman adjourned meeting at 1:51 pm.



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Mike Willingham, Executive Director

9.19.24

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Approved by Board

## August 2024 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
8/6/2024	Aaron's Carts Plus Inc.	\$26.95	FBO: Purchased Starter Belt for Golf Cart
8/6/2024	Air & Electrical Services, Inc	\$209.78	SAA: Service Call; Damaged Conduit and Cable From Junction Box to Windsock
8/6/2024	Big Messages LLC	\$169.32	SAA/FBO: July 2024 After Hours Telephone Answering Service
8/6/2024	C & C Plumbing, Inc.	\$320.32	SAA: Building 22; Repaired Faucet & Toilet in Bathroom
8/6/2024	Cintas	\$321.49	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
8/6/2024	Cintas	\$122.00	SAA/FBO: Monthly Agreement for AED System
8/6/2024	Clyde Johnson Contracting & Roofing, Inc.	\$780.00	SAA: Building 919 - Checked Roof for Leaks and Cleaned Gutters
8/6/2024	Copy Life Inc	\$206.30	SAA/FBO: August 2024 Copies
8/6/2024	Federal Express Corporation	\$21.96	SAA: Express Shipping
8/6/2024	Highlands County Board of	\$390.60	SAA: Restock of Stop Signs
8/6/2024	Rapid Systems	\$638.95	SAA/FBO: August 2024 Monthly Internet for Terminal Building & Control Tower
8/6/2024	SWK Technologies, Inc.	\$475.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
8/6/2024	TechHouse:Intergrated	\$377.50	SAA/FBO: General IT Support-Employee Permissions to SharePoint; New Laptop and Home Office Setup
8/13/2024	Air & Electrical Services, Inc	\$1,102.29	SAA: Service Call; Repairs to Reil Light Assembly
8/13/2024	Brandon May	\$36.18	FBO: Travel Reimbursement For Mileage to/from APBR
8/13/2024	Craig D Curtis	\$80.00	SAA: Re-keyed 2 Locks on Hangar #37; Supplied 6 Keys
8/13/2024	Dean Meredith	\$200.00	SAA: Refund of Security Deposit for T-Hangar
8/13/2024	Heartland Spring Water, Inc.	\$300.00	SAA/FBO: Monthly Water Delivery Service
8/13/2024	James Simmons	\$200.00	SAA: Refund of Security Deposit for T-Hangar
8/13/2024	TechHouse:Intergrated	\$603.75	SAA: General IT Support - Error in Parallels; Install Printer; Setup Laptop; SharePoint Error
8/15/2024	Central Contractors	\$4,570.00	SAA: Building 735 Electrical Repairs/Updates - 25% Deposit
8/20/2024	Big Messages LLC	\$169.32	SAA/FBO: August 2024 After Hours Telephone Answering Service
8/20/2024	Cintas	\$321.49	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
8/20/2024	Florida Airports Council	\$330.00	SAA: Annual Membership Dues August 2024
8/20/2024	Gibson Aviation Services Inc.	\$7,180.89	FBO: Svc. Call to APBR; Fuel Truck # 5000-1 Prist System Repairs
8/20/2024	Heartland Insulation & Acoustics	\$2,400.00	SAA: Bldg. 103 C-1 - Installed Closed Cell Spray Foam
8/20/2024	Long's Air Conditioning, Inc.	\$7,888.00	SAA: Compressor Unit 1 - Terminal Bldg.; Changed Bad Compressor and Plug
8/20/2024	TechHouse:Intergrated	\$1,591.46	SAA/FBO: Monthly Recurring Software Fees; General IT Support - Teams
8/20/2024	The News Sun	\$1,343.60	SAA: Invitation for Bids - Apron High Mast Light
8/22/2024	Dustin Dennis	\$340.00	SAA/FBO: Detailing of Airport Vehicles
8/27/2024	Armando J. de Solo III	\$20.00	FBO: Embroidery of Logo & Names on Polos
8/27/2024	Ascent Aviation Group	\$67.50	FBO: WingPoints Issued Thru 08.07.2024
8/27/2024	Bella Villa 31	\$2,384.00	SAA/FBO: August 2024 Cleaning of Terminal Building
8/27/2024	Cintas	\$319.44	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
8/27/2024	Cintas Corporation No. 2 dba	\$294.74	FBO: First Aid Cabinet Replenishment
8/27/2024	Department of Management Svcs.	\$586.77	SAA/FBO: July 2024 and August 2024 Audio Long Distance and Local Services
8/27/2024	Jack's Lawn Service	\$8,703.25	SAA: August 2024 Lawn & Landscaping Care
8/27/2024	Leedy Electric West	\$5,086.28	SAA: Replaced the Generator Controller; Inspect/Adjust Valves on the 300kW Generac
8/27/2024	Ridge League of Cities, Inc.	\$250.00	SAA: Annual Membership Dues 09.01.24 - 08.31.25
8/27/2024	Strategic Value Media	\$450.00	SAA: Advertising 2025 Port Miami Directory

**Total Paid: \$50,879.13**

## August 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
8/1/2024	MYPILOTSTORE.COM	\$79.65	FBO: Glass Cleaner and Model Airplane for Sale
8/2/2024	CIRCLE K 07515	\$69.00	SAA: Fuel for Executive Director's Vehicle
8/2/2024	SRQCOFFEE.COM	\$98.40	FBO: Coffee Station Replenishment (Coffee)
8/2/2024	W & W LMB LAKE PLACID	\$59.99	SAA: Torch for Airfield Lighting
8/3/2024	AMAZON MKTPL RF7B31JP1	\$69.96	SAA: Baskets and Shelving for Employee Bathroom
8/3/2024	AMAZON MKTPL RF80V71A0	\$114.94	FBO: Vinyl for Placards for Fuel Tanks/Truck
8/3/2024	GOOGLE YouTube TV	\$82.89	SAA: Monthly Subscription for Terminal Building Waiting Area
8/3/2024	OFFICE DEPOT #2362	\$69.32	SAA: Cables for Connecting New Laptop and Monitors
8/3/2024	WAL-MART #0666	\$104.74	FBO: Purchased Water Bottles, Gatorade, Upholstery Cleaner
8/4/2024	AMAZON MKTPL RF5S15X40	\$69.31	FBO: Reusable Water Bottles for FBO Linemen
8/5/2024	HARBOR FREIGHT TOOLS 538	\$136.96	FBO/SAA: Battery Chargers
8/6/2024	ALAN JAY FORD LINCOLN	\$81.97	FBO: Maintenance - Oil Change on Courtesy Vehicle
8/6/2024	CIRCLE K 00035	\$45.29	FBO: Fuel in Courtesy Vehicle
8/7/2024	AMAZON MKTPL RM6FL1LR2	\$15.99	FBO: Office Supplies - Sign Here Tabs
8/7/2024	Charles Tyrwhitt, Inc.	\$159.80	SAA: Purchase of Uniform Shirts for Employees
8/7/2024	COWPOKESS WATERING HOLE	\$74.98	SAA: Lunch with Industrial Park Tenant (Raceway)
8/7/2024	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
8/7/2024	TRIANGLE HARDWARE	\$165.22	FBO: Fuel Farm Tank Project/Painting
8/7/2024	WAWA 5373	\$52.62	SAA: Fuel In Operations Vehicle
8/8/2024	AMAZON MKTPL RM4DN1CW0	\$52.13	FBO: Purchased Electrolyte Powder for Linemen
8/9/2024	ADOBE ADOBE	\$239.90	SAA: Monthly Subscriptions for Software
8/9/2024	AMAZON MKTPL RM67M9TH0	\$131.50	SAA: Women's Bathroom Supplies/Batteries for Maintenance/Electrolyte Powder for Lineman
8/9/2024	ASTM FEES/PUBLICATIONS	\$153.00	FBO: Publication ATA 103 Compliance Manual
8/9/2024	CIRCLE K 07515	\$72.00	SAA: Fuel for Maintenance Truck
8/11/2024	WAWA 5373	\$26.68	SAA: Fuel In Operations Vehicle
8/12/2024	AMAZON MKTPL RM3LN1KH0	\$67.80	SAA/FBO: Pressure Washer Attachments
8/12/2024	AMAZON.COM RM6BZ3HH1	\$118.70	FBO/SAA: Purchase of Toilet Paper for Restrooms
8/12/2024	CIRCLE K 07515	\$76.26	FBO: Fuel in Courtesy Vehicle
8/12/2024	LOWES #02224	\$189.00	FBO/SAA: Pressure Washer Wand Replacement
8/13/2024	Amazon.com RM1AR6UY0	\$26.24	SAA: Office Supplies - Sharpie Ultra Fine Markers
8/13/2024	GRAINGER	\$25.54	FBO: Repair for Mogas Reel/Spring Assembly
8/13/2024	HIGHTAIL-OPENTEXT	\$99.99	SAA: Annual Subscription for Large Email Files
8/13/2024	MARRIOTT TB ISLE MIAMI	\$523.44	SAA: Hotel Accommodations for Florida Airports Council Conference 2024
8/13/2024	RESIDENCE INN-AVENTURA	\$189.00	SAA: Hotel Accommodations for Florida Airports Council Conference 2024
8/13/2024	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
8/14/2024	AMAZON MKTPL RU1K88C10	\$38.96	FBO: Clip Boards for FBO Staff
8/14/2024	AMAZON.COM RU8E714R2	\$139.99	SAA: Cordless Vacuum Purchased for Use by Staff and Customers
8/14/2024	MARRIOTT TB ISLE MIAMI	\$702.00	SAA: Hotel Accommodations for Florida Airports Council Conference 2024
8/14/2024	SUNPASS ACC101918194	\$6.59	SAA: Out-of-Town Toll Paid
8/14/2024	WAWA 5371	\$53.50	SAA: Fuel in Courtesy Vehicle for Florida Airports Council Conference
8/14/2024	WAWA 5373	\$52.36	SAA: Fuel In Operations Vehicle
8/15/2024	WAWA 5370	\$31.98	FBO: Fuel for Courtesy Vehicle
8/16/2024	AMAZON MKTPL RU6ZP6HN2	\$39.56	FBO: Office Supply - Red and Black Pens
8/16/2024	CIRCLE K 07515	\$73.00	SAA: Fuel for Maintenance Truck
8/16/2024	DOLLAR GENERAL #12239	\$20.24	SAA: Office Supplies Purchased
8/16/2024	GLISSON ANIMAL SUPPLY	\$10.95	SAA: Purchase of Corn for Finding Deer on Airside
8/17/2024	CFX VES WEBSITE	\$6.38	SAA: Out-of-Town Toll Paid
8/17/2024	SUNPASS ACC122820104	\$18.13	SAA: Out-of-Town Toll Paid
8/19/2024	AMAZON MARK R40JB9LA2	\$9.20	FBO: Coffee Station Replenishment (Crystal Light)
8/19/2024	HARBOR FREIGHT TOOLS 538	\$99.98	FBO: Power Inverter & Sprayer
8/19/2024	HARBOR FREIGHT TOOLS 538	\$137.94	SAA: Tools Purchased for Maintenance

## August 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
8/19/2024	SRQCOFFEE.COM	\$147.60	FBO: Coffee Station Replenishment (Coffee)
8/19/2024	TAQUERIA MERLO	\$105.34	SAA: Lunch for Employee Meeting
8/19/2024	TAYLOR RENTAL	\$208.50	SAA: Chairs and Table Rental for Dedication Ceremony for Major McGuire
8/19/2024	WAWA 5373	\$45.84	SAA: Fuel In Operations Vehicle
8/20/2024	ALLEN ENTERPRISES INC	\$1,161.50	SAA: Airfield Lighting Purchased
8/20/2024	TRIANGLE HARDWARE	\$5.35	SAA: T-Hangar Keys Replicated
8/20/2024	WAWA 5370	\$56.20	FBO: Fuel in Courtesy Vehicle
8/21/2024	AMAZON MKTPL R48812PL2	\$39.05	SAA: Tools Purchased for Maintenance
8/21/2024	AMZN Mktp US RU22V0RK0	\$239.07	FBO/SAA: Filters for Water Fountains
8/21/2024	INNOVATIVE PUBLISHING INC	\$230.00	SAA: Florida Airports 2025 Directory Advertising
8/22/2024	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
8/22/2024	LOWES #02224	\$309.76	FBO/SAA: Power Washer Hose, Mold Cleaner
8/22/2024	TRIANGLE HARDWARE	\$4.98	SAA: T-Hangar Keys Replicated
8/23/2024	AMAZON MKTPL R41BO4TE1	\$249.00	FBO: Key Cabinet Lockbox for FBO Storage Area
8/23/2024	AMAZON MKTPL R471C9A60	\$107.31	SAA: Supplies for Dedication Ceremony for Major McGuire
8/23/2024	AMZN Mktp US R43ES60R1	\$57.46	FBO: Purchased Trash Bags for Terminal Building
8/23/2024	IN HEART SAVER INSTITUTE	\$690.00	SAA/FBO: Training CPR/AED Course for Staff
8/23/2024	VERIZONWRLSS RTCCR VB	\$1,222.02	SAA/FBO: Monthly Mobile Service August 2024
8/24/2024	AMAZON MARK R40XM1IT2	\$4.38	FBO: Uniform Pants for FBO CSR
8/24/2024	VBS VONAGE BUSINESS	\$423.45	SAA/FBO: Monthly Phone Service
8/26/2024	AMZN Mktp US R41LG46D0	\$30.99	FBO: Coffee Station Replenishment (Half N Half)
8/26/2024	WAWA 5373	\$50.25	SAA: Fuel In Operations Vehicle
8/27/2024	AMAZON MARK RK6NC2132	\$36.79	FBO: Uniform Pants for CSR
8/27/2024	AMAZON RETA R46TH0I70	\$55.96	FBO: Coffee Station Replenishment (Coffeemate Creamers)
8/27/2024	Amazon.com R46S14RF1	\$128.97	FBO: Purchased Multifold Paper Towels
8/27/2024	CIRCLE K 07515	\$67.22	FBO: Fuel in Courtesy Vehicle
8/27/2024	PAYPAL CUPPRINTLLC	\$425.80	FBO: Sebring Coffee Cups Purchased
8/27/2024	VZWRLSS MY VZ VB P	\$361.01	SAA: Payoff of Cellular Device
8/28/2024	AMAZON MARK RK8MK14T0	\$23.79	SAA: Phone Case for Cell Phone
8/28/2024	AMAZON MKTPL RK5BS7FB1	\$310.98	SAA/FBO: Purchase 2 Headsets for the FBO CSR Desk and Executive Office
8/28/2024	AMZN Mktp US R46M31Y90	\$18.80	FBO: Coffee Station Replenishment (Raw Sugar)
8/28/2024	LA GRANJA	\$45.37	SAA/FBO: Wildlife Hazard Training for FBO Operations/Maintenance
8/28/2024	RACEWAY6857 20168571	\$52.17	FBO: Fuel in Courtesy Vehicle
8/29/2024	AMAZON MARK RK63C7NN1	\$119.97	FBO: Uniform Pants for CSR's
8/29/2024	AMAZON MARK RK8WO9T81	\$14.98	FBO: Purchase of Mints for Customers and Staff
8/29/2024	AMAZON MKTPL RK5MF3391	\$89.98	SAA: Purchased Air Purifier for Finance Director Office
8/29/2024	Mailchimp	\$26.50	SAA: Email Marketing Tool for Mass Communication
8/29/2024	RUNWAY CAFE	\$35.00	SAA: Lunch with Board Member to Discuss Spring Lake Litigation
8/29/2024	WCI SEBRING HAULING	\$1,163.95	SAA/FBO: Monthly Waste Collection Service
8/30/2024	CFX VES WEBSITE	\$6.52	SAA: Out-of-Town Tolls Paid
8/30/2024	CIRCLE K 07515	\$83.00	SAA: Fuel for Maintenance Truck
8/30/2024	TRIANGLE HARDWARE	\$238.80	FBO: Repair Fuel Tank Project
8/30/2024	W & W LMB LAKE PLACID	\$24.99	SAA: Lock for Gate 8A
8/31/2024	WAWA 5373	\$43.21	SAA: Fuel In Operations Vehicle
9/3/2024	AIRNAV	\$448.00	FBO: Airnav Airport Listing
9/3/2024	AMAZON MKTPL ZT7LT4P82	\$20.92	FBO: Coffee Station Replenishment (Crystal Light) and Plates & Forks
9/3/2024	CLIFF BERRY INC	\$350.00	FBO: Waste Oil Disposal
9/3/2024	FADED BISTRO & BEER GARDE	\$93.85	SAA: Lunch with Veriport Consultant to Discuss Presentation to Highlands County Board of County Commissioners
9/3/2024	GOOGLE YouTube TV	\$82.89	SAA: Monthly Subscription for Terminal Building Waiting Area
9/3/2024	IN LANI'S RENTAL FOR WED	\$309.00	SAA: Table Linens for Sept 18th Event - Tommy McGuire Dedication

**Total Due: \$15,658.94**

Accounts Payable Aged Invoice Report  
Open Invoices - Aged by Invoice Date - As of 9/11/2024  
Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>ATKINS Atkins North America, Inc.</b>									
2025127 ADI	8/31/2024	9/30/2024	\$121,210.00	\$121,210.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2024 EDA ADI Project
2025187 OC	8/31/2024	9/30/2024	\$34,995.46	\$34,995.46	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2024 General On-Call Services
<b>Vendor ATKINS Totals:</b>			\$156,205.46	\$156,205.46	\$0.00	\$0.00	\$0.00	\$0.00	
<b>BRYANT Bryant Miller Olive P.A.</b>									
84183	8/31/2024	9/30/2024	\$7,782.50	\$7,782.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2024 Legal Svc RE: SLID Stormwater Treatment
<b>Vendor BRYANT Totals:</b>			\$7,782.50	\$7,782.50	\$0.00	\$0.00	\$0.00	\$0.00	
<b>CINTAS Cintas</b>									
4204220032	9/5/2024	10/5/2024	\$319.44	\$319.44	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
<b>Vendor CINTAS Totals:</b>			\$319.44	\$319.44	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DBT DBT Transportation Services</b>									
2554618	9/5/2024	10/5/2024	\$6,200.00	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Replacement of Damaged Ceilometer Sensor for AWOS System
<b>Vendor DBT Totals:</b>			\$6,200.00	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DIANARI Diana Ries Designs, Inc.</b>									
14556	8/31/2024	8/31/2024	\$850.00	\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/CRA: August 2024 Website Updates
<b>Vendor DIANARI Totals:</b>			\$850.00	\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>JACKS Jack's Lawn Service</b>									
2411 SEPT 2024	9/1/2024	9/30/2024	\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Lawn and Landscape Care
<b>Vendor JACKS Totals:</b>			\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>PAYCHEX Paychex of New York LLC</b>									
6309560	9/5/2024	9/20/2024	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: September 2024 Monthly Fee for Stratustime - Online Time Keeping Program
<b>Vendor PAYCHEX Totals:</b>			\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>SHUTTS Shutts &amp; Bowen, LLP</b>									
1928645 ESTON	8/31/2024	9/30/2024	\$635.55	\$635.55	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2024 Legal Svcs; E-Stone Creditor's Rights
1928649 ED	8/31/2024	9/30/2024	\$850.00	\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2024 Legal Svcs; Eminent Domain - Haywood Taylor Blvd.
<b>Vendor SHUTTS Totals:</b>			\$1,485.55	\$1,485.55	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Report Totals:</b>			\$181,287.95	\$181,287.95	\$0.00	\$0.00	\$0.00	\$0.00	

Accounts Payable Aged Invoice Report  
Open Invoices - Aged by Invoice Date - As of 9/11/2024  
Sebring Airport Authority (FBO)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
1043680	8/12/2024	9/26/2024	\$23,114.21	\$0.00	\$23,114.21	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel at APBR
1043738	8/14/2024	9/28/2024	\$22,642.81	\$22,642.81	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel at APBR
1046140	8/22/2024	10/6/2024	\$23,603.48	\$23,603.48	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel at APBR
1047012	8/27/2024	9/16/2024	\$32,657.17	\$32,657.17	\$0.00	\$0.00	\$0.00	\$0.00	FBO: 100LL Avgas @ KSEF
1048808	9/2/2024	9/22/2024	\$21,950.57	\$21,950.57	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel at KSEF
M312513	9/1/2024	9/11/2024	\$2,846.00	\$2,846.00	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Lease 5000 Gal Jet-A Refueler and CC Heartland Warranty Fee/CC Communication Fee
M312953	9/9/2024	9/29/2024	\$36.00	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00	FBO: WingPoints Issued Thru 09/09/2024
Vendor ASCENT Totals:			\$126,850.24	\$103,736.03	\$23,114.21	\$0.00	\$0.00	\$0.00	
Report Totals:			\$126,850.24	\$103,736.03	\$23,114.21	\$0.00	\$0.00	\$0.00	



August 6, 2024

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2024.

**Nonattest services**

We will provide the following nonattest services:

**CLA Turnkey Lease and SBITA Solution**

- Provide preparation checklist(s) to assist with your adoption of GASB Statement No. 87, Leases and GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA) and explain how it applies to the entity.
- Assist, at your direction, in interviewing your key team members.
- Assist you with evaluating how the leases and SBITA will be accounted for based on the leases you have identified.
- Calculate the lease and SBITA asset and lease and SBITA liability (lease and SBITA schedule) based on the lease information you provide to us.
- Propose journal entries to record the lease and SBITA asset and lease and SBITA liability in accordance with GASB Statement No. 87 and No. 96 and the related amortization/depreciation expense and lease/interest expense.
- Assist with drafting the related GASB Statement No. 87 and No. 96 financial statement disclosures.
- Provide to you sufficient information for you to oversee the services, evaluate the adequacy and results of the services; accept responsibility for the results of the services and ensure your data and records are complete.

**Additional assistance**

Upon your request, CLA shall make its resources available to provide additional assistance with

implementing the new lease and SBITA standards. This could include assisting you with your communications to the users of your financial statements or others, as identified by you, regarding how the standard will impact the entity and your financial statements. If requested, we can assist you with developing and delivering training on the new standards for selected members of the entity.

#### **Client information requirements**

The entity agrees it is solely responsible for the accuracy, completeness, and reliability of all of the entity's data and information that it provides CLA for our engagement. The entity agrees it will provide any requested information on or before the date we commence performance of the services.

You agree that you are solely responsible for the accuracy, completeness, and reliability of all of your data and information that you provide CLA for our engagement and that CLA has no such responsibilities. We will provide you a data checklist of information required to complete the reports. You agree to have the vast majority of the requested information (data checklist) available as determined in the mutually agreed-upon timeline.

#### **CLA's responsibilities related to the nonattest services and the related limitations**

CLA will not assume management responsibilities, perform management functions, or make management decisions on behalf of the entity. However, we will provide advice and recommendations to assist management in performing its responsibilities.

This engagement is limited to the nonattest services outlined above. CLA, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as assuming management responsibilities, making management decisions, or performing management functions, including approving journal entries. CLA will advise the entity with regard to positions taken in the performance of the nonattest services, but management must make all decisions with regard to those matters.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We have no responsibility to ensure the entity's lease and SBITA accounting practices, systems, or reports comply with applicable laws or regulations, all of which remain your sole responsibility.

Because the services listed above do not constitute an examination, audit, or review, we will not express an opinion or conclusion or issue a written report on your application of the requirements of GASB Statement No. 87 and No. 96 as it relates to contracts. You agree that our services are not intended to be used by a third party in reaching a decision on the application of the requirements of GASB Statement No. 87 and No. 96 to a specific transaction.

#### **Management responsibilities**

For all nonattest services we may provide to you, including these consulting services, you agree to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the



services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. You have designated Colleen Plonsky, Finance Director to fulfill this role. You will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you. Management is responsible for the design, implementation, and maintenance of effective internal control over financial reporting and over compliance, including evaluating and monitoring ongoing activities, (1) relevant to the preparation and fair presentation of financial statements that are free from material misstatement, (2) to prevent and detect fraud, and (3) to ensure that the entity complies with applicable laws and regulations. Management is responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Management also agrees to assume all management responsibilities related to determining, reviewing, and approving lease information and schedules and related journal entries.

### **Engagement administration and other matters**

A list of information we expect to need for our engagement and the dates required will be provided in a separate communication.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **Fees**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

In future periods when we are asked to update the lease and SBITA information, we will charge professional and service fees based on the time involved in removing/adding leases/SBITA and producing new schedules and reports. The annual fee for maintaining leases in our system will be evaluated and billed monthly and will be based upon the number of leases and SBITA on that date or upon other modifications (additions or deletions).

### **Record retention**

Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general,

that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the entity's records.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

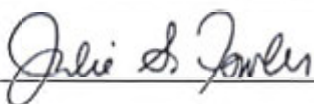
Sincerely,

**CliftonLarsonAllen LLP**

**CLA**  
ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: 8/6/2024

**Client**  
ORG: Sebring Airport Authority

NAME: Mike Willingham

TITLE: Executive Director

SIGN: 

DATE: 9.19.24

**Acceptance and acknowledgement**

On behalf of Sebring Airport Authority , I acknowledge that the terms of this agreement accurately state our understanding with CLA, and Sebring Airport Authority agrees to be bound by them.

**Response**

This letter correctly sets forth the understanding of Sebring Airport Authority .



# Statement of Work - Assertion Based Examination Services

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity for the period October 1, 2023 to September 30, 2024.

Fowler, Julie S, CPA is responsible for the performance of the examination engagement.

## **Examination services**

We will examine your compliance with the Section 218.45, Florida Statutes during the period October 1, 2023 to September 30, 2024.

## **Examination objectives**

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Section 218.45, Florida Statutes, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Section 218.45, Florida Statutes, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement.

We will issue a written report upon completion of the examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material misstatement or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the

engagement.

The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and Auditor General state of Florida and is not intended to be and should not be used by anyone other than the specified parties.

### **Our responsibilities, procedures, and limitations**

We will conduct our examination in accordance with attestation standards established by the AICPA.

Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the Section 218.45, Florida Statutes, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the Section 218.45, Florida Statutes in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the Section 218.45, Florida Statutes. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the Section 218.45, Florida Statutes that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

### **Management responsibilities**

You are responsible for the entity's compliance with the Section 218.45, Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.45, Florida Statutes. You are responsible for the design, implementation, and maintenance of internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the Section 218.45, Florida Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence.

You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the Section 218.45, Florida Statutes.

You are responsible for the entity's compliance with the Section 218.45, Florida Statutes; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you.

For all nonattest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the Section 218.45, Florida Statutes, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the Section 218.45, Florida Statutes. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

#### **Engagement administration and other matters**

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

#### **Fees**

Our professional fees will be included in our fee in the Statement of Work for audit services.

#### **Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our examination engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to examination services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our examination services including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

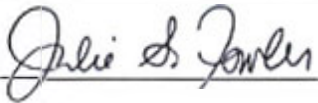
**CLA**

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN:



DATE: 07/25/2024


**Client**

ORG: Sebring Airport Authority

NAME: Michael D. Willingham

TITLE: Executive Director

SIGN:



DATE: 9.19.24





## Statement of Work - Audit Services

July 25, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2024.

Fowler, Julie S, CPA is responsible for the performance of the audit engagement.

### **Scope of audit services**

We will audit the financial statements of the Sebring Airport Authority, which collectively comprise the basic financial statements of Sebring Airport Authority, and the related notes to the financial statements as of and for the year ended September 30, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

The supplementary information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information.

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of schedule of federal awards and state financial assistance.
- Preparation of adjusting journal entries

- Preparation of schedules for your Annual Report to be filed with the Department of Financial Services
- Preparation of Data Collection Form

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General (State of Florida) for Local Governmental Entity Audits (Chapter 10.550). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) and state project(s) in accordance with the Uniform Guidance and Chapter 10.550, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and state projects and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and state project in accordance with the Uniform Guidance and on compliance with provisions of laws,

regulations, contracts, and grant agreements that could have a direct and material effect on each major Florida project in accordance with Chapter 10.550.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs and state projects.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that

are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs and state projects. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will

be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program and state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major federal programs and has complied with applicable laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of the entity's major state financial assistance projects. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" and the Florida Department of Financial Services State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and state projects. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550.

We will evaluate the presentation of the schedule of expenditures of federal awards and state financial assistance accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP, the Uniform Guidance, and Chapter 10.550, the method of preparing it has not changed from the prior period, and the information is

appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards and state financial assistance in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards and state financial assistance received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance and Chapter 10.550.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and

detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance ; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance ; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance and Chapter 10.550, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes and regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial

assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with the Uniform Guidance and Chapter 10.550; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.



**Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

**Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

**Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulator, or its designee; a federal or state agency providing direct or indirect funding; the U.S. Government Accountability Office; or the Auditor General, State of Florida for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulator. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be

governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Fees**

Our professional fees are outlined in the table below:

<b>Service</b>	<b>Fee</b>
Financial Statement Audit	\$29,870
Single Audit	\$4,120
Implementation of the New Risk Auditing Standards which includes an increase in information technology testing	\$1,500
Preparation of the financial statements	\$6,695
5% Technology Fee	\$2,109.25
Total	\$44,294.25

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Professional fees will be billed as follows:

<b>Progress bill to be mailed on</b>	<b>Amount to be billed</b>
Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Sebring Airport Authority.

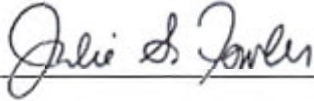
**CLA**

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN:



DATE: 07/25/2024

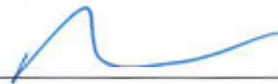
**Client**

ORG: Sebring Airport Authority

NAME: Mike Willingham

TITLE: Executive Director

SIGN:



DATE: 9.19.24

# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** September 19, 2024

**Presenter:** Andrew Bennett

**Agenda Item:** RFP 24-03 Apron High Mast Lighting – Award and Contract

**Background:** On August 15, 2024 at 3:00PM, the Sebring Airport Authority received three (3) bids for RFP 24-03 Apron High Mast Lighting as follows:

- Traffic Control Devices, LLC \$906,918.00
- Trinity Electrical Services \$371,060.00
- EAU Galle Electric \$971,600.00

The low bidder is Trinity Electrical Services totaling **\$371,060.00**.

Trinity Electrical Services submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, and examples for relevant project experience ranging from \$88.9k to \$2.5M. All certificates noted in the proposal were also included in their bid forms. The second low bidder is Traffic Control Devices, LLC whose Bid Total is \$906,918.00. Traffic Control Devices, LLC did not submit all the required bid forms, excluding the 5% Bid Security with notarized Power of Attorney and bidders qualification.

AVCON, Inc. recommends award of the contract to Trinity Electrical Services for the Total Bid amount of Three Hundred Seventy-One Thousand, Sixty Dollars, and 00/100 (\$371,060.00).

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

### Board Action:

Approved   X  

Denied           

Tabled

## CONTRACT

THIS CONTRACT made and entered into this 19<sup>th</sup> day of September, 2024, by and between the **SEBRING AIRPORT AUTHORITY** (the "Owner") and **TRINITY ELECTRICAL SERVICES, INC. a/k/a TRINITY ELECTRICAL SERVICES OF GEORGIA, INC.** ("Contractor") concerns the project entitled **APRON HIGH MAST LIGHTING**.

### WITNESSETH:

WHEREAS, the Owner has a project entitled APRON HIGH MAST LIGHTING, and Contractor is qualified to perform said construction (the "Project"); and

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

NOW, THEREFORE, in consideration of the sum of Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract documents (Proposal documents, Legal Provisions and Special Provisions) under Bid No. 24-03 on file at the Office of the Executive Director, Sebring Airport Authority, Sebring Regional Airport, 128 Authority Lane, Sebring, Florida 33870, which are duly approved by the Owner and which said Plans, Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
2. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and the City of Sebring, Florida and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Owner and the City of Sebring, Florida or any of their officers, agents or servants may be put, by reason of injury or death to persons or injury to property of other resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act of omission on the part of the Contractor, or his or her agent or agents, employees or servants.
3. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), (the said sum being the total of the Contractor's bid, a copy of which is attached hereto and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit price, together with lump sum prices, contained in said bid, for the work actually completed.

4. Payments on accounts will be made as provided for in the Contract Documents.
5. The Owner may elect to issue a "soft" Notice to Proceed to authorize the Contractor to purchase "long lead time" materials for the Project. The Owner will issue a Notice to Proceed to authorize Contractor to begin work on the Project. Contractor shall be responsible for completing the Project in an expedited manner to achieve substantial completion within ninety (90) calendar days from the date of the Notice to Proceed and final completion of the Project within an additional thirty (30) days thereafter. Contractor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

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

5.2 If Contractor fails to achieve substantial completion of the balance of the Project on or before the date of substantial completion set forth as may be extended by Change Order, Contractor shall pay to Owner liquidated damages in the amount of \$250.00 per calendar day for each calendar day the date of substantial completion is delayed beyond the date of substantial completion set forth herein.

5.3 After substantial completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the time period specified in paragraph 5.1 for completion or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100.00 for each calendar day that expires after the time specified in paragraph 5 for final completion.

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

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



8. Any unit of provision of goods and services must be approved in writing by the Owner or its agent prior to payment.
9. The Contract documents provide the criteria and the final date for completion of the Project.
10. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.
11. The Contractor shall provide separate payment and performance bonds (the "Bonds") to the Owner meeting the requirements of §255.05, Florida Statutes, each in the full sum of the contract price, Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), and shall cause the Bonds to be recorded with the Notice of Commencement in the Public Records of Highlands County, Florida.
12. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, the State of Florida or City of Sebring, Florida.
13. The Owner will use its best efforts to obtain the approval of the State of Florida and the Federal Aviation Administration to this contract. If the Owner determines that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent or the Owner shall have the right to terminate the Contract.
14. The Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractors shall require all of its subcontractors to comply with the provisions of this paragraph.
15. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.
16. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or excluding or each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
17. Warranty.

17.1 Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

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

18. Taxes. Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Contract.

19. Permits, Fees and Notices.

19.1 Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of the Contract, excluding, however, any and all manner of impact and development fees, governmental or otherwise, which shall be paid by Owner.

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

20. Responsibility for Those Performing the Work. Contractor shall be responsible to Owner for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with Contractor.

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

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

23. Safety.

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

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

A. All employees on the Work and all other persons who may be affected thereby;

B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

24. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

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

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

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

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

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

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

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

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

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



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

26. Change Orders.

26.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

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

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

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

26.4 If none of the methods set forth in paragraph 25.3 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

26.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the condition.

26.6 If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this section, Contractor shall make such claim as provided herein.

27. Claims for Additional Cost or Time. If Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract time, Contractor shall give Owner written notice thereof within seven (7) days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with paragraph 26.4 hereof. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

28. Correction of Work.

28.1 Prior to the date of substantial completion, Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such rejected Work.

28.2 If, within one year after the date of substantial completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after receipt of a written notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition. Owner shall give such notice promptly after discovery of the condition.

29. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.
30. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – effectuation of Title VI, Title VII, and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall

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

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

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

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

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



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

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



38. Amendment. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of Florida Department of Transportation need not be approved by them.
39. Validity; Enforcement. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect. This contract will be governed by and construed in accordance with the laws of the state of Florida and shall be enforced only in the Tenth Judicial Circuit, in and for Highlands County, Florida.
40. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a Contractor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide services for a public entity, may not be awarded a Contract and may not transact business with a public entity for services, the value of which exceeds \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering this Contract.
41. Contract Work Hours and Safety Standards Act Requirements. The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Appropriate clauses can be found in AC 150/5100-6, Appendix 2.
42. Copeland "Anti – Kickback" Act Requirements. The Contractor will comply with the Copeland "Anti – Kickback" Act (18 U.S.C. 374) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation. The Owner must report all suspected or reported violations to the Federal Aviation Administration. The appropriate provision can be found in AC 150/5100 – 6, Appendix 6.
43. Breach of Contract Terms – Sanctions. Any violation or breach of the terms of this Contract on the part of the Contractor or subcontractor may result in the suspension or termination of this Contract or such other action, which may be necessary to enforce the rights of the parties of this agreement.

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

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

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

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

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

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

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

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



45. Termination of Contract

- a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the Owner.
- b) If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph b of this clause.
- e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

Contractor:  
William Chad Hutchinson  
President  
Trinity Electrical Services, Inc.  
2317 Golden Isles West  
Baxley, GA 31513

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

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

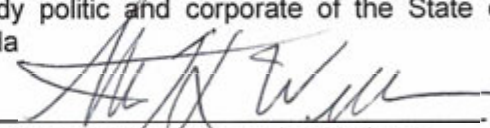
IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

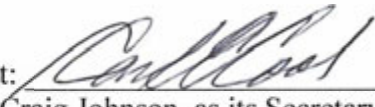
WITNESSES:

  
Printed Name: Jami Olive

  
Printed Name: Heather J. Leon


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

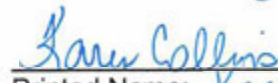
By:   
☐ Peter H. McDevitt, as its Chair or  
☒ Stanley H. Wells, as its Vice Chair

Attest:   
☐ Craig Johnson, as its Secretary  
☒ Carl Cool, as its Asst. Secretary

(Corporate Seal)



  
Printed Name: Angie Hutchinson

  
Printed Name: Karen Collins

**CONTRACTOR: TRINITY ELECTRICAL SERVICES, INC. a/k/a TRINITY ELECTRICAL SERVICES OF GEORGIA, INC,** a Georgia corporation

By:   
William Chad Hutchinson

Title: President

(Corporate Seal)





## LEGAL PROVISIONS

### Miscellaneous

Funding. Owner will use its best efforts to obtain the approval of the State of Florida and/or the FAA to this contract. If Owner determines that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent or the Owner shall have the right to terminate the Contract. This Project is contingent upon receipt of funding.

Licensing. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

Contractor grants Owner an irrevocable license to utilize the plans and specifications generated by Contractor for this Project.

### E-Verify.

(a) Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If a public employer terminates a contract with a contractor under paragraph (c), the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

- (f) A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

#### Legal Provisions and Certifications

To the extent applicable to this Project, Engineer, Consultant, Contractor, subcontractor, Architect and/or Design/Builder (collectively "Contractor"):

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

Contractor and its employees shall promptly observe and comply with the applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

#### CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

The Sebring Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the



contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

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

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

Non-Discrimination. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
3. That Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, Owner shall have the right to terminate this Contract. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the



Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204

of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### EEO COMPLIANCE

#### (a) Requirements for prime contractors and subcontractors:

(1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with Sec. 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

(2) Each person required by Sec. 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with Sec. 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

(3) Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and this contract.

#### (b) Requirements for bidders or prospective contractors:

(1) Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

(2) Additional information. A bidder or prospective prime contractor or proposed



subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided within these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.



c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to

minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.



9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982,  
SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire /lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the Owner or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

##### Notice to Prospective Federally Assisted Construction Contractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

##### Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### CERTIFICATION OF NONSEGREGATED FACILITIES



The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

#### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

##### Timetables

Goals for minority participation for each trade	11.1%
Goals for female participation in each trade	2.5%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith

effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Sebring Regional Airport and Industrial Park located in Sebring, Highlands County, Florida.

#### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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

#### CONTRACT WORKHOURS AND SAFETY STANDARDS ACT



## REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## ACCESS TO RECORDS AND REPORTS

The Owner, as well as the public pursuant to Florida Statutes Chapter 119, shall have access to any books, documents, paper, and records including payroll records and associated basic data of the Contractor, which are directly pertinent to the specific Contract for the purposes of making an audit, examination, excerpts, and transcriptions.

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### DISADVANTAGED BUSINESS ENTERPRISES

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

Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from Sebring Airport Authority. Payments not made to subcontractors within fourteen (14) days of the prime contractor's receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14th day after payment is due. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sebring Airport Authority. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. Sebring Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.

DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the



maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Owner contracts.

#### DBE Administration.

1. Eligibility of DBE's: Those firms currently certified as DBE's by the Florida Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor. Firms certified as DBE's by other states, or other U.S. DOT recipients are subject to the sponsor's acceptance. A bidder may request a review of a potential DBE prior to the bid opening. The bidder should allow ten working days for the sponsor's determination regarding certification of the potential DBE. Previous acceptance of a DBE by the FAA, State or Sponsor does not ensure acceptance on this project.
2. Counting DBE Participation Towards DBE Goals: DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:
  - a. Commercially Useful Function: The Sponsor shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.
  - b. Materials and Supplies: The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:
    - (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.

- (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.
  - (3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.
  - (4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.
- c. Owner-Operator Trucking: The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.
- d. Joint Venture: When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:
  - (1) Contract responsibility of the DBE for specific contract items of work,
  - (2) Capital participation by the DBE,
  - (3) Specific equipment to be provided by the DBE,
  - (4) Specific responsibilities of the DBE regarding control of the joint venture,
  - (5) Specific workers and skills to be provided by the DBE, and
  - (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

3. Contractor is required to undertake the following steps to help ensure maximum participation:

- a. Placing qualified small and minority businesses and women's business enterprises on



- solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a) through f of this section.
4. Award Documentation and Procedure: All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non responsive.
- a. DBE Participation Form: The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:
    - (1) The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;
    - (2) A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;
    - (3) The dollar value of each of the DBE work items; and
    - (4) If the DBE goal is not met, a statement of why the goal could not be met and a demonstration of the good faith efforts taken to meet the DBE goal.
  - b. Sponsor Evaluation: In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.
  - c. Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:
    - (1) Efforts to select portions of the work for performance by DBE's, in order to

increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

- (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.
- (3) Efforts to negotiate with DBE's for specific items of work including:
  - (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
  - (b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
  - (c) Individual statements as to why agreements with DBE's were not reached; and
  - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
- (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
- (5) Documentation that qualified DBE's are not available or not interested.
- (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.
- (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
- (2) A reasonable DBE bid was rejected based on price.
- (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
- (4) Union versus non-union status of the DBE firm.



- (5) The prime contractor would normally perform all or most of the work included in this contract.
  - (6) The prime contractor solicited DBE participation by mail only.
5. Post Award Compliance: If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

6. Records and Reports: The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:
- a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.
  - b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.
  - c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

Energy Conservation Requirements. The contractor agrees to comply with mandatory

standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Rights To Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Owner of the Federal grant under which this contract is executed.

Contract Time. If the Contractor persistently refuses or fails to recover lost time, to the extent that it becomes apparent that the Project shall not be completed within the Contract Time, the Owner may take such actions to terminate the Contract for default on the part of the Contractor, or to assign portions of the Work to other contractors or to require Contractor to hire sufficient skilled workers for Contractor to recover lost time and complete the Project on time. Any additional costs associated with this will be borne by original Contractor.

Owner has the right to refuse a subcontractor for good faith concern about the subcontractor's competence, solvency or fitness to perform timely.

Owner's Recourse. Written warranties made to the Owner are in addition to manufacturer's warranties, implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments have done so."

Pursuant to §403.7065, *Fla. Stat.*, Contractor shall procure products or materials with recycled content when the Florida Department of Management Services determines that those products or materials are available.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

#### CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from



the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. To comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Owner is required to comply with all applicable air and water quality standards for all projects in this grant. If Owner fails to comply with this requirements, the FAA may suspend, cancel, or terminate the agreement.

5. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

6. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### ASSURANCE OF COMPLIANCE

The Contractor hereby agrees that it will comply with:

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any

program or activity for which the Applicant receives Federal financial assistance from the Department.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

#### SPONSOR CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.

All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard will be neither proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.

All development to be included in any plans is depicted on an airport layout plan approved by FAA.

All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.

Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.

All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding.



For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.

All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of the project design.

All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project/sketch ALP. The coordinates will be in terms of the North American Datum of 1983.

All elevations on ALP revisions and proposals for construction clearance will be within +/- 0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

#### SPONSOR CERTIFICATION FOR CONSTRUCTION PROJECT FINAL ACCEPTANCE

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and Contract Documents.

All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.

All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.

All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).

All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.

All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.

For all test results outside allowable tolerances, appropriate corrective actions will be taken.

All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all



pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.

All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.

All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.

All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.

As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised airport layout plan will be made available to FAA prior to start of development.

All applicable closeout financial reports will be submitted to FAA within three (3) years of the date of grant.

#### SPONSOR CERTIFICATION FOR SEISMIC DESIGN AND CONSTRUCTION

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
  - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
  - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.
  - c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.

3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.

Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

Unless otherwise approved by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, Owner will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. Owner will include in a provision implementing Buy American in every contract.

Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

#### 49 CFR SUBTITLE A (10-1-03 EDITION)

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

46 U.S. C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1061, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c), of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.



Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

A breach by Contractor or any subcontractor, vendor or supplier of any of the federal or state laws or regulations applicable to this Project may be grounds for termination of the contract, and possibly debarment as a contractor or subcontractor.

The provisions of these Additional Special Provisions shall control over any contrary provision in the Special Provisions or any other Contract Document.

Contractor waives any right of subrogation against Owner or Owner's agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages up to \$10,000,000 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Construction), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or reckless or intentional wrongdoing of Contractor or Contractor's officers, directors, partners, employees, or subcontractors. The parties agree that this limit on indemnification amount bears a reasonable commercial relationship to the contract. In any action construing the scope or nature of this indemnification, the court shall construe this provision to comply with Section 725.06, Florida Statutes, as amended.

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

State Residents Preference.

(1) If state funds are utilized on this project, the Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.

- (a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
- (b) A contractor required to employ state residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the state's job bank system.

(2) No contract shall be let to any person refusing to execute an agreement containing this provision. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

#### Punch List.

If the contract is for the provision of construction services, Owner shall provide for a single list of items required to render the construction services complete, satisfactory, and acceptable ("punch list"). For construction projects having an estimated cost of less than \$10,000,000, the punch list shall be developed within thirty days after Contractor and Owner agree that the project has achieved substantial completion. For construction projects having an estimated cost of \$10,000,000 or more, the punch list shall be created within sixty calendar days after Owner and Contractor agree that the Contractor has achieved substantial completion. Owner shall provide the punch list to Contractor not more than five days after the punch list is completed.

The final contract completion date must be at least thirty days after the delivery of the punch list. If the punch list is not provided to the Contractor by the agreed upon date for delivery, the contract time for completion must be extended by the number of days that Owner exceeded the delivery date.

#### Payment for Purchases of Construction Services.

Owner hereby identifies Mike Willingham as the agent to whom the Contractor may submit its payment request or invoice or anyone that this agent designates in writing. A contractor's submission of a payment request or invoice to the identified agent of Owner shall be stamped as received as provided in F.S. 218.74(1) and shall commence the time periods for payment or rejection of a payment request or invoice as provided herein. If a payment request or invoice does not meet the contract requirements, Owner must reject the payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped as received as provided in F.S. 218.74(1). The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

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

#### Drug-Free Workplace

The Sebring Airport Authority is committed to maintain a safe, healthy and productive work environment for all its employees; to provide professional services for its customers in a timely and efficient manner; to maintain the integrity and security of its equipment and workplace; and to perform all these functions in a fashion consistent with the interests and concerns of the community.

Pursuant to these corporate goals, the Sebring Airport Authority is committed to establishing a Drug-Free Workplace Program to ensure that SAA will have a drug- and alcohol-free workplace.

This program is intended to comply with the Drug-Free Workplace Program requirements set forth in Section 440.102, Florida Statutes and the regulations promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation,



and Federal Drug-Free Workplace Act of 1988.

To enforce the Sebring Airport Authority's drug and alcohol-free policies and programs, candidates for employment and current employees are required to submit to substance abuse testing under certain circumstances set forth herein.

**Scope.** This policy applies to candidates for employment and to Sebring Airport Authority employees in all job classifications at all locations. The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for SAA. Therefore, this policy applies during all working hours, whenever conducting business or representing the company, during scheduled shifts, while on call, paid standby, while on company property, and at company-sponsored events

**Effective Date.** The effective date of the Drug-Free Workplace Program is February 15, 1996 (Revised April 17, 2003).

It is a violation of the drug-free workplace policy to manufacture, distribute, purchase, dispense, use, possess, possession of related paraphernalia, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. For the purpose of this policy the definition of a "drug" includes alcoholic beverages, inhalants, illegal drugs, intoxicants, and any other controlled substance that may alter a person's judgment. Employees under the influence drug or alcohol during work time are subject to disciplinary action up to and including termination. For the purpose of this policy, "impaired" or "under the influence" means testing positive pursuant to the cutoff levels applicable to this policy and testing program. Employees are expected to be in suitable mental and physical condition and able to perform assigned duties satisfactorily during work time.

To ensure a safe work environment for Airport Authority employees, any employee who is convicted of a criminal drug violation in the workplace must notify the Executive Director in writing within five (5) calendar days of the arrest/conviction. Failure to do so will result in the immediate termination of employment.

#### **Types of Testing:**

- a. Job Applicant Testing.** All job offers are contingent on the applicant successfully passing a drug test.
- b. Reasonable Suspicion Testing.** When Sebring Airport Authority management or supervision has reasonable suspicion based on objective evidence to believe that an employee is using or has used drugs or alcohol in violation of the Sebring Airport Authority's policy. Such evidence may consist of, but is not limited to:
  1. Observable phenomena while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
  2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  3. A report of drug/alcohol use provided by a reliable and credible source.
  4. Evidence that an individual has tampered with a drug/alcohol test required by the Sebring Airport Authority.
  5. Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee, who is unable to submit to testing at the

time of an accident due to the seriousness of his or her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his or her body system. Alternatively, the consent form signed earlier by the employee will authorize testing in any circumstances.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs/alcohol while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Within seven (7) days after testing based on reasonable suspicion, the supervisor who recommended the testing shall detail in writing on the Sebring Airport Authority's "Reasonable Suspicion Testing Report Form" the circumstances which formed the basis of his or her belief that reasonable suspicion existed to warrant the testing. A copy of this report shall be provided to the employee being tested upon request and the original copy of the report shall be kept confidential by the Sebring Airport Authority and retained for at least twelve (12) months.

- c. **Follow-up Testing.** If in the course of employment an employee is required by the Sebring Airport Authority to enter an Employee Assistance Program for drug/alcohol-related problems or a drug/alcohol rehabilitation program, the employee must submit to drug testing as a follow-up to such program, at least once a year, without advance notice, for two years thereafter. Additional types of testing, such as random testing, may be required, as deemed necessary by the Sebring Airport Authority as a part of the follow-up testing. Other terms and conditions of continued employment may also be imposed.

- d. **Random Testing.** Due to the safety-sensitive nature of the Airport Authority workplace and environment, employees will be subject to random testing pursuant to a computer-generated random selection procedure.

- e. **Post-Accident Testing.** Employees who have been involved in an on-the-job accident are automatically required to submit to a post-accident drug/alcohol screen once medical treatment is administered. The employee is to submit to the screen as soon as possible within a twenty-four (24) hour timeframe from the time of the accident if possible. Employees may obtain a chain of custody form from the Executive Director (or designee) prior to testing.

#### **Conditions of Testing:**

- a. **Confidentiality.** All information, interviews, reports, statements, memoranda, and drug test results received by the Sebring Airport Authority in conjunction with this drug testing program are considered confidential communications and such information will not be disclosed or released except as authorized pursuant to state law or regulations or written consent by the person tested.
- b. **Consent Form.** Each employee and applicant are required to sign at the inception of the program and/or prior to any test a "Testing Consent Form" by which they voluntarily agree to be tested for drugs and alcohol as provided in this program, and also release the Sebring Airport Authority and its employees from liability. Refusal to sign the consent form will result in the applicant's disqualification for further employment consideration, or the employee's termination from the Sebring Airport Authority's employment.
- c. **Refusal to Submit to Testing.** Job applicants and employees are expected to cooperate fully in providing specimens and explanations, which may be subsequently required by this policy. Failure to provide specimens, attempts to contaminate or adulterate specimens or otherwise interfere with Sebring Airport Authority procedures will be grounds for disciplinary action up to and including discharge or disqualification for further employment consideration. In the case of a "negative/dilute" test result, the donor will be required to immediately provide another specimen. A second negative/dilute result for a job applicant may disqualify the



applicant from further employment consideration. A second negative/dilute result for an employee will subject the employee to immediate termination. An employee who is injured in the course and scope of his employment and who refuses to submit to a drug test, or who tests positive, in addition to the above, may forfeit his or her eligibility for Florida Workers' Compensation medical and indemnity benefits. Any Sebring Airport Authority group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

#### **Testing Procedures:**

- a. Licensed/Certified Laboratory.** All drug testing will be conducted by a Sebring Airport Authority-designated laboratory, which is licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer, and storage.
- b. Drugs to be Tested.** When testing is conducted in conjunction with this program, the Sebring Airport Authority may test for any or all of the following drugs: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, ethyl alcohol, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.
- c. Reporting Medication, which may Alter, or Affect a Drug Test Result.** Each applicant/employee shall be provided an opportunity to report, both before and after being tested, the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test, as well as any other information relevant to the drug test result. At that time, employees will be provided a list of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. The information provided by the employee or job applicant should be kept confidential by the employee or applicant and shall be reviewed only by a Medical Review Officer (MRO) interpreting any confirmed positive results.  
Job applicants and employees have the right to consult with a Medical Review Officer (MRO) for technical information regarding prescription and non-prescription medication to determine whether the medication has affected a drug or alcohol test result.
- d. Cost of Testing.** The Sebring Airport Authority will pay the costs of initial and confirmation drug testing which it requires of job applicants and employees. Applicants and employees shall pay the cost of any additional drug testing not required by the Sebring Airport Authority.
- e. Collection Site and Laboratory Analysis Procedures.** Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as all laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results, shall be in accordance with § 112.0455, F.S., and its attendant rules as established by the State of Florida, Agency for Health Care Administration, Rule 59A-24, F.A.C. These procedures are intended to ensure that specimens are properly collected, identified and tested.

#### **Release and Review of Test Results:**

- a. Medical Review Officer (MRO).** The Sebring Airport Authority will engage a certified Medical Review Officer (MRO) who is a licensed physician, who will be responsible for receiving and reviewing all confirmed test results from the testing laboratory.
- b. Reporting Results.** The testing laboratory will report all drug test results to the MRO within



seven (7) working days after receipt of the specimen by the laboratory and must provide the MRO quantification of the test results upon request. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.

The MRO will notify the applicant/employee of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory and will inquire whether prescriptive or over-the-counter medications or other factors could have caused the positive test result. The MRO may use a language interpreter to assist in communicating the drug test results with employees and job applicants.

If the MRO is unable to contact a positively tested donor within three (3) days of receipt of the test results from the laboratory, the MRO will contact the Sebring Airport Authority and request that the Sebring Airport Authority direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) days from the request to the Sebring Airport Authority, the MRO will verify the test result as positive. If the donor refuses to talk with the MRO regarding a positive test result, the MRO will validate the result as positive and annotate such refusal in the remarks section of the report.

The donor will have five (5) days from the date of notification to discuss the positive test result with the MRO and to submit information/documentation of use of prescription or over-the-counter medication or other factors relevant to the positive test result.

The MRO will notify the Sebring Airport Authority in writing of the verified test result, either negative, positive, or unsatisfactory no more than seven (7) working days after the specimen was received by the lab. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report a negative test result to the Sebring Airport Authority. However, should the MRO feel that the legal use of a medication would endanger the donor or others, or if the donor is in a safety sensitive or special risk position at the Sebring Airport Authority, then the MRO will report the test negative due to a validated prescription but will request that the individual be placed in a position which would not threaten the safety of the donor or others.

- c. Employer Notice to Donor of Test Results.** Within five (5) working days after receipt of a confirmed positive test result from the MRO, the Sebring Airport Authority will inform the donor in writing of such positive test results, the consequences of the results, and the options available to the donor, including the right to file an administrative or legal challenge. Upon request, a copy of the test results shall be provided to the donor.

#### **Challenges to Test Results:**

- a. Intra-Organizational Challenge.** The donor has five (5) working days after receiving notice from the Sebring Airport Authority of a confirmed positive test result, to submit information to the Sebring Airport Authority explaining or contesting the test result(s). If the donor's explanation or challenge of a positive test result is deemed unsatisfactory by the Sebring Airport Authority, the Sebring Airport Authority shall within fifteen (15) days of receipt of the donor's explanation or challenge, provide the donor with a written explanation as to why his or her explanation is deemed unsatisfactory, along with the report of positive result(s). All such documentation shall be retained by the Sebring Airport Authority on a confidential basis for at least one (1) year.
- b. Administrative or Legal Challenge.** The applicant/employee may undertake an administrative challenge of the test result by filing a claim for benefits with a Judge of Compensation Claims



pursuant to Ch.440, F.S., or if no workplace injury has occurred, the donor may challenge the test result in a Court of competent jurisdiction. When a donor undertakes a challenge to the results of a test, it shall be his or her responsibility to notify the employer and testing laboratory of the challenge, and the testing sample shall be retained by the laboratory until the case is settled.

- c. Independent Testing.** In the event of a positive test result, the donor, during the one hundred-eighty (180) day period after written notification of a positive test result, may request independent testing at his/her own expense of a portion of the tested specimen for verification of the test result. The laboratory utilized for the independent testing must also be licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The result(s) of the independent testing may be used in any administrative or legal challenge.

#### **Consequences of Positive Test Results/Disciplinary Action:**

- a. Job Applicants.** If the results of a pre-employment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration.
- b. Employees.** Any employee whose test results are confirmed positive, will be subject to disciplinary action up to and including termination.
- The Sebring Airport Authority reserves the right to suspend an employee without pay pending the release of the results of a drug test or the outcome of an investigation related to a violation of the Sebring Airport Authority's drug/alcohol-free workplace policy.

#### **Drug/Alcohol-Free Workplace Awareness/Education Program:**

This Awareness/Education Program is designed to help achieve the Sebring Airport Authority's goal of maintaining a drug/alcohol-free workplace.

1. Ongoing communications to Sebring Airport Authority employees and supervisory personnel that include educational and informational materials advising about the dangers of drug and alcohol use and/or abuse.
2. Display and distribution to Sebring Airport Authority employees of community service hot-line telephone numbers for employee assistance concerning drug and alcohol use and/or abuse.
3. Specific training of Sebring Airport Authority's management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion." Such training will encompass the specific, contemporaneous physical, behavioral, and performance indications of probable drug use.
4. Annual education for all Sebring Airport Authority employees to assist them in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. The course will include a presentation on the legal, social, physical, and emotional consequences of misuse of alcohol or drugs.
5. Maintaining a current resource file of EAP providers, including alcohol and drug abuse programs, mental health providers, and various other entities designed to assist employees with personal or behavioral problems.
6. Advise employees of any EAP programs that the Sebring Airport Authority may have available and provide a representative sampling of local drug/alcohol rehabilitation programs and employee assistance programs.
7. Provide notice of drug-testing on vacancy announcements for upcoming jobs.
8. Post notice of Sebring Airport Authority's drug/alcohol-testing policy.

9. Make copies of drug/alcohol testing policy available for inspection by employees and job applicants.

### **Rehabilitation:**

The Sebring Airport Authority supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and/or abuse. It is the Sebring Airport Authority's desire that individuals will be allowed to address and resolve any drug- and alcohol-related problems on a confidential basis.

Should an employee realize that he or she has developed a dependence on drugs, alcohol or any controlled substance, he or she is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation on a voluntary and confidential basis (without disciplinary penalty) prior to any management action, to address and resolve any drug- and alcohol-related problems. However, if the employee works in a safety-sensitive position, it is incumbent upon the employee to inform his/her immediate supervisor of his/her entry into a rehabilitation program for drug and/or alcohol problem(s). The Sebring Airport Authority reserves the right to require an employee to use an EAP or drug rehabilitation program selected by the Sebring Airport Authority. In such cases, the Sebring Airport Authority will pay the cost of the program. In all other cases, the cost will be paid by the employee, unless it is covered by insurance.

In order to afford an effective means of helping employees deal with substance abuse which may be interfering with their job performance, the Sebring Airport Authority has contracted with an Employee Assistance Program (EAP) provider, Florida Hospital, which offers SAA employees and their families substance abuse treatment and rehabilitation services. Pertinent information regarding these services is available by contacting Florida Hospital, 4421 Sun 'n Lake Boulevard, Suite A, Sebring, FL 33870, Help Line: 314-4357 (314-HELP) or by contacting the Sebring Airport Authority Representative Director of Finance. You can use the EAP without informing the Sebring Airport Authority.

### **Searches:**

In order to effectively implement the Sebring Airport Authority's Drug-Free Workplace Program, the Sebring Airport Authority retains the right to conduct searches and inspections whenever there is objective evidence that an employee may be in possession of alcohol or any illegal drugs on Sebring Airport Authority property or within its facilities or may otherwise be in violation of Sebring Airport Authority policy. It is not the intent of this policy, and the Sebring Airport Authority will not, conduct routine or random searches or inspections.

When searches or inspections are necessary, they will be conducted according to the following guidelines:

1. The search or inspection will be conducted by Airport security personnel.
2. The search or inspection will occur in the presence of a Drug-Free Workplace designee or the Executive Director and at least one witness of the Airport Authority's choice.
3. The search or inspection may include the employee's locker, clothing, vehicle, desk or any Airport Authority or personal property carried by or under control of the employee.
4. A list of contents of the area or items searched will be made and witnessed to protect the



- rights of the employee to that property.
5. If the search uncovers material, which is believed to be unauthorized drugs, alcohol, or other prohibited items, the Sebring Airport Authority representative may confiscate the material. The employee will be given receipt for any material taken. Authorized or lawful possessions of the employee will be returned.
  6. Entry onto the Sebring Airport Authority premises (including the parking lot) constitutes consent to a search and inspection. In addition, the execution of a "Search Consent Form" will be required of each employee prior to a search or inspection. Refusal will result in the employee's termination from the Sebring Airport Authority's employment.
  7. If a search or inspection reveals the presence of unauthorized alcohol or illegal drugs, the employee will be subject to immediate drug and alcohol testing, and disciplinary action, up to and including termination of employment.

**Conclusion.** It is in the best interest of the Sebring Airport Authority to maintain a workplace, which is free from the presence of alcohol and drugs and free from the impairments associated with alcohol and drug use and/or abuse. The Airport Authority's concerns with respect to employee safety and health, product quality, and integrity and security of SAA equipment and workplace require that SAA take an active approach to maintain a safe, healthful, drug- and alcohol-free work environment for all employees. In furtherance of these corporate goals, the Sebring Airport Authority has established this Drug-Free Workplace Program, which is intended to comply with the Drug-Free Workplace Program requirements under §440.102, F. S. and regulations promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation and the Federal Drug-Free Workplace Act of 1988.

The policies and procedures set forth in the Sebring Airport Authority's Drug-Free Workplace Program constitute statements of policy only and are not to be interpreted as a contract of employment between the Sebring Airport Authority and any of its employees. The Sebring Airport Authority reserves the right to change, modify, or delete any of the program's provisions and policies at any time. The policies contained in this Drug-Free Workplace Program supersede all prior Sebring Airport Authority policies on substance abuse.

### **INSURANCE**

The Consultant shall not commence work until it has obtained all insurance required under this paragraph and that insurance has been approved by SAA.

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 SAA prior to the commencement of work. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classifications required for strict compliance hereunder. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations hereunder.

The Consultant shall maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the Consultant from claims of property damages which may arise from any operations hereunder whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain 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.

The Consultant shall maintain 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 SAA. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Consultant shall specifically include SAA as an "Additional Insured".

### **BAN ON TEXTING WHILE DRIVING**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, Owner is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to ACRGP Grant or subgrant funding.
2. Conduct workplace safety initiatives in a manner commensurate with the size of business, such as:
  - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. Owner must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded by a ACRGP Grant.



Bonds are Non-Refundable.  
Premium Based on  
Final Contract Price.

Bond No. 5004694

### PAYMENT BOND

BY THIS BOND, We, **TRINITY ELECTRICAL SERVICES, INC. a/k/a TRINITY ELECTRICAL SERVICES OF GEORGIA, INC.**, a Georgia corporation, whose address is 2317 Golden Isles West, Baxley, GA 31513 and whose phone number is (912) 336-7773, as Principal, and FCCI Insurance Company, a corporation, whose address is 6300 University Parkway, Sarasota, FL 34240 and whose phone number is (941) 907-7547, as Surety, are bound to Sebring Airport Authority, herein called "Owner", in the sum of Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), regarding the Contract for the High Mast Lighting Project located in Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated Sept. 19, 2024, between Principal and Owner for construction of the High Mast Lighting Project located in Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in §255.05(1), Fla. Stat., supplying labor, materials, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract, then this bond is void, otherwise it remains in full force; and
4. All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by Owner or architect, including any extended warranty required by contractor.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated Sept. 19, 2024.

Principal:  
Trinity Electrical Services, Inc.

By: [Signature]

Title: President

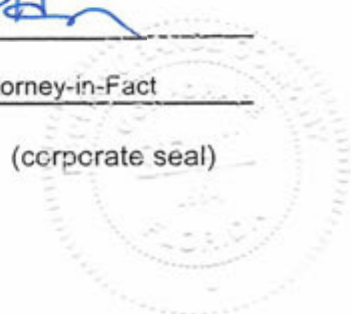
Surety:  
FCCI Insurance Company

By: [Signature]

Title: Robert M. Hrehor, Attorney-in-Fact



(corporate seal)



(corporate seal)

**SURETY BOND AFFIDAVIT**  
(Payment Bond)

STATE OF GEORGIA

COUNTY OF GWINNETT

Before me, the undersigned authority, personally appeared Robert M. Hrehor who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of Florida \_\_\_\_\_, to represent FCCI Insurance Company of Sarasota, Florida (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida (herein called the "Company").

The undersigned further certifies that as Attorney-In-Fact for the Company he or she has signed the attached payment bond in the sum of: Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), on behalf of **TRINITY ELECTRICAL SERVICES, INC. a/k/a TRINITY ELECTRICAL SERVICES OF GEORGIA, INC.,** covering the High Mast Lighting Project located in Highlands County, Florida.

The undersigned further certifies that the premium on the said bond is \$5,566.00\*\*, which has been paid in full direct to him or her as Attorney-In-Fact, and included in his or her regular accounts to the Company, and that he or she will receive his or her regular commission of 35 percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, 100 percent to BDH Associates, Inc. (company name), who is duly authorized non-resident agent and properly licensed under the laws of the **State of Florida**.

Countersigned:



Robert M. Hrehor, Florida Non-Resident Agent



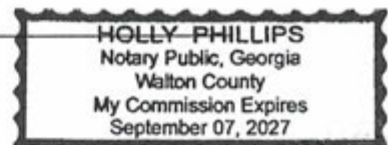
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this 4th day of September, 2024.



Notary Public, State at Large

My Commission expires: \_\_\_\_\_





Bonds are Non-Refundable.  
Premium Based on  
Final Contract Price.

Bond No. 5004694

### PERFORMANCE BOND

BY THIS BOND, We, **TRINITY ELECTRICAL SERVICES, INC. a/k/a TRINITY ELECTRICAL SERVICES OF GEORGIA, INC.**, a Georgia corporation, whose address is 2317 Golden Isles West, Baxley, GA 31513 and whose phone number is (912) 336-7773, as Principal, and FCCI Insurance Company, a corporation, whose address is 6300 University Parkway, Sarasota, FL 34240 and whose phone number is (941) 907-7547, as Surety, are bound to Sebring Airport Authority, herein called "Owner", in the sum of Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), regarding the Contract for the High Mast Lighting Project located in Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated Sept. 19, 2024, between Principal and Owner for the High Mast Lighting Project located in Highlands County, Florida, and any extensions thereof that are granted by the Sebring Airport Authority, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force; and
4. All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by Owner or architect, including any extended warranty required by contractor.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated Sept. 19, 2024.

Principal:  
Trinity Electrical Services, Inc.

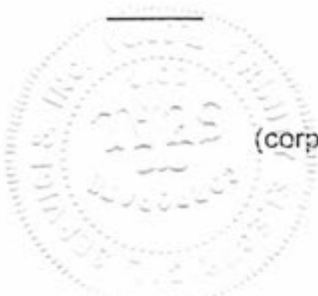
Surety:  
FCCI Insurance Company

By: [Signature]

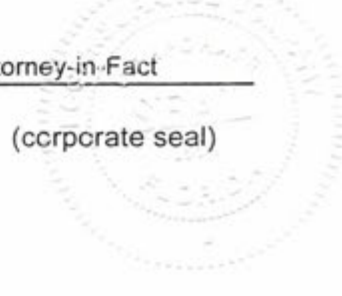
Title: President

By: [Signature]

Title: Robert M. Hrehor, Attorney-in-Fact



(corporate seal)



(ccprcrate seal)



**SURETY BOND AFFIDAVIT**  
(Performance Bond)

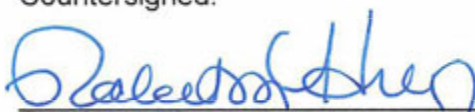
STATE OF GEORGIA  
COUNTY OF GWINNETT

Before me, the undersigned authority, personally appeared Robert M. Hrehor who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of Florida, to represent FCCI Insurance Company of Sarasota, Florida (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida (herein called the "Company").

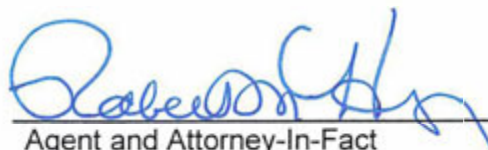
The undersigned further certifies that as Attorney-In-Fact for the Company he or she has signed the attached performance bond in the sum of: Three Hundred Seventy-one Thousand, Sixty dollars (\$371,060), on behalf of **TRINITY ELECTRICAL SERVICES, INC. a/k/a TRINITY ELECTRICAL SERVICES OF GEORGIA, INC.**, covering the High Mast Lighting Project located in Highlands County, Florida.

The undersigned further certifies that the premium on the said bond is \$5,566.00\*\*, which has been paid in full direct to him or her as Attorney-In-Fact, and included in his or her regular accounts to the Company, and that he or she will receive his or her regular commission of 35 percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, 100 percent to BDH Associates, Inc. (company name), who is duly authorized non-resident agent and properly licensed under the laws of the **State of Florida**.

Countersigned:



Robert M. Hrehor, Florida Non-Resident Agent

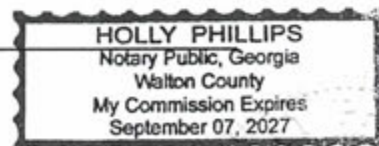


Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this 4th day of September, 2024.

  
Notary Public

My Commission expires: \_\_\_\_\_





## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Robert M. Hrehor**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$20,000,000.00**

Surety Bond No.: 5004694

Principal: Trinity Electrical Services, Inc.

Obligee: Sebring Airport Authority

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 325535  
Expires February 27, 2027

Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 325535  
Expires February 27, 2027

Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

**BDH ASSOCIATES, INC.**  
4572 Lawrenceville Hwy. Suite 201  
Lilburn, Georgia 30047  
(770) 564-2999 or Toll Free (888) 328-0500  
(770) 564-9327 Fax

September 4, 2024

Sebring Airport Authority  
128 Authority Lane  
Sebring, FL 33870

RE: **Trinity Electrical Services, Inc.**  
**Performance & Payment Bond No. 5004694**  
**Apron High Mast Lighting**  
**Sebring Regional Airport**

To Whom It May Concern:

Enclosed is the original Performance & Payment Bond for the captioned contractor and project. Please accept this letter as your authorization to date the bonds and Powers of Attorney as of the date the contract is signed.

We hereby request that you provide this office with a copy of the signed contract, bonds, and Power of Attorney upon execution. Please email them to my email address [rob@bdhassociates.com](mailto:rob@bdhassociates.com).

Thank you in advance for your anticipated cooperation.

Sincerely,

**FCCI Insurance Company**



**Robert M. Hrehor**  
**Attorney-in-Fact**

cc: Trinity Electrical Services, Inc.





**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 19, 2024

**Presenter:** Andrew Bennett

**Agenda Item:** Contract Extension – Terminal High Mast Lighting - **Avcon, Inc.**

**Background:** On July 20, 2023, Avcon, Inc. was awarded a contract for design, bidding, and construction administration services for the above-mentioned project as attached. This effort is 100% funded by FDOT. With the design and bidding process complete, Avcon must commence the construction administration phase of the contract which requires additional time to administer. The attached Amendment extends the contract through October 1, 2025, to allow for construction completion and project closeout.

**Recommended Action:** Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to approve contract amendment.

**Board Action:**

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

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

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

The AUTHORITY and CONSULTANT entered into a contract in July 2023 for professional engineering services for the Terminal Apron High Mast Lighting Design, Bidding, and Construction Administration (the "Project").

The parties agree to amend the contract by extending the duration of from September 30, 2024 through October 1st, 2025.

All other terms and conditions of the contract shall remain in full force and effect.


Dated: September 19<sup>th</sup>, 2024

WITNESSES:

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

By: 

- ☐ Peter H. McDevitt, as its Chair or  
☒ Stanley H. Wells, as its Vice Chair

  
Printed Name: Jami Olive

  
Printed Name: Heather J. Leon

Attest: 

- ☐ Craig Johnson, as its Secretary or  
☒ Carl Cool, as its Asst. Secretary



CONSULTANT: AVCON, INC, a Florida corporation

Holly Donath  
Printed Name: Holly Donath

By: Sandeep Singh  
Sandeep Singh, as its President

James A. Kriss  
Printed Name: JAMES A. KRISS





# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** September 19, 2024

**Presenter:** Andrew Bennett

**Agenda Item:** RFP 24-04 Aircraft Hangar Development – Recommendation to Negotiate

**Background:** Staff advertised RFP 24-04 Aircraft Hangar Development. One (1) proposal was received from Corle Building Systems, Inc. and evaluated by Avcon. Avcon confirmed the proposal is comprehensive and responsive to the requirements of the RFP as advertised and recommends the Authority proceed with lease negotiations with Corle Building Systems, Inc.

The project is located on the South Hangar Site at Sebring Regional Airport situated on approximately 6.6 acres. Corle Building Systems, Inc. intends to construct all sitework and vertical construction which will consist of 14 box hangars measuring 70' x 70' with approximately 18 guest parking spaces within the project site.

**Requested Motion:** Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to authorize staff to proceed with lease negotiations with Corle Building Systems, Inc.

### Board Action:

Approved        X  

Denied                  

Tabled



**AVCON, INC.**  
ENGINEERS & PLANNERS

5555 E. Michigan Street, Ste. 200  
Orlando, Florida 32822  
407.599.1122 | avconinc.com

September 5, 2024

Mr. Andrew Bennett  
Deputy Director  
Sebring Airport Authority  
128 Authority Lane  
Sebring, FL 33870

**Reference: Corle Response to Hangar Development RFP #24-04**

Dear Mr. Bennett:

You requested AVCON to review the sole response to your recent Hangar Development RFP and provide a recommendation.

We have completed our review of the response to the Hangar Development RFQ by Corle Building Systems and find the proposal is comprehensive and responsive to the requirements of the Request for Proposals, as advertised by the Authority.

Accordingly, we recommend that the Authority proceed with negotiations with Corle Building Systems.

We are available if you have any questions.

Sincerely,

**AVCON, INC.**

A handwritten signature in blue ink that reads "Tim Shea". The signature is fluid and cursive, with a large initial "T" and "S".

Tim Shea, A.A.E.  
Client Relationship Manager

## **Sebring Hangar Project Summary**

### **The Project**

The project is located on the South Hangar Site at Sebring Regional Airport situated on approximately 6.6 acres. Corle Building Systems, Inc., hereinafter referred to as the "Developer" intends to construct all sitework and vertical construction, to include the extension of Challenger Drive to the subject site hereinafter referred to as the "Project" subject to the conditions outlined below.

The build-out of the Project, as currently designed, will consist of 14 box hangars measuring 70' x 70' with approximately 18 guest parking spaces within the Project site. There will be a single security gate controlling access to the Project of which same shall be designed and constructed pursuant to Sebring Regional Airport and FAA standards. See attached site plan "Exhibit A" and landscape plan "Exhibit B".

The Developer proposes to offer the hangars either for sale as a condominium unit or for lease. In either instance, the conveyance to the end user is naturally subject to the Sebring Airport Authority 40-year lease and any extensions thereof. There will be a commercial condominium structure established that will manage the maintenance affairs, including but not limited to, lease payments to the Sebring Airport Authority, landscape maintenance, internal drive maintenance, utilities and maintenance of the buildings.

### **The Team**

Corle Building Systems, Inc., the Developer, has a long successful history of constructing aviation hangars across the country. As a point of interest, Corle is the third largest steel building manufacturer in the USA. Current projects in Highlands County include Sebring Motor Garages comprised of 233,000 square feet. Corle is also developing a sister project known as Sebring Motor Townhomes which will contain 24 three-story race townhomes featuring over 4,000 square feet per townhome.

Corle has vast resources in the aviation field and currently has five hangar projects in various stages of planning and construction in Collier County. Corle development projects are self-funded and do not require bank loans.

To execute the Project effectively and efficiently, Corle has assembled the following team members who also have vast aviation experience, some of which are current team members on the Collier County hangar projects. Biographies on team members are attached as part of "Exhibit C".

- Corle Building Systems, Inc. – Developer
- MHK Architecture – Architect
- BUILD, LLC – General Contractor
- Davidson Engineering - Civil Engineer
- Heartland Designs – Landscape Architect
- Caloosa Site Development, Inc. – Sitework & Utility Contractor
- Consulting Development Partners – Project Management
- Phix Designs – Marketing Agency
- Project Lender – Self Funded

### **Developer Financial References:**

- Hometown Bank of Pennsylvania, Contact: Beth Mangus, President - (814) 623-6093

Additional references will be provided upon request. Such references will include US Steel and Lincoln Electric.



### **The Lease**

It is the Developer's intention upon receiving the RFP award to immediately commence the lease process with the Sebring Airport Authority.

The Developer proposes a ground lease at \$00.18 per square foot which equates to \$51,749.00 annually or \$7,840.00 per acre annually. The initial lease term shall be 40 years with one 40-year option period. The escalator of base rent shall be in keeping with escalators currently charged by the Airport Authority in other land leases.

The base rent during the option period shall be at the then existing market rate as determined by the average of three appraisals (the Airport Authority's appraisal, the Developer's appraisal and the appraisal mutually chosen by the Airport Authority and the Developer).

### **Pre-Sale Marketing Contingency**

A condition of the lease shall require a 50% pre-sale/lease marketing effort during a mutually agreeable time period. The marketing prices indicated in The Retail Offering section below and hangar product shall mirror the recommendations of the Aviation Market Study.

### **The Development Strategy**

To ensure seamless execution and cost controls, Corle will utilize a project specific Florida LLC entity for the Project.

Corle is self-funded and prepared to invest the up-front monies necessary to define the market through a professional aviation market study. The in-depth market study may suggest a combination of box hangars and T-hangars. The Aviation Market Study entity shall mutually be agreed upon between the Developer and the Sebring Airport Authority. The market study entity shall be immediately engaged following lease execution.

Upon conclusion of a favorable market study and lease execution, the Developer will execute contracts with the marketing and design team members and commence processes for the necessary submittals and applications to the City of Sebring, Highlands County, Sebring Airport Authority and FAA for construction approvals. Upon receipt of approvals noted above, the Developer is prepared to fund and commence construction of sitework, multiple hangars and the road extension upon meeting the above conditions and approvals.

This Project will add intrinsic value to the Sebring Regional Airport and surrounding community.

### **The Evaluation Criteria Scoring**

1. Experience and Detail: The Proposer/Developer has demonstrated its experience capacity and support to successfully complete the Project.
2. Financial Capability and Level of Proposed Investment: The Proposer/Developer has demonstrated its financial capacity and made references available for confirmation of same. The Developer has provided its cost proforma and requires no financial contribution by the Sebring Airport Authority. The primary contribution by the Authority would be providing the necessary marketing time and reasonable cooperation with respect to marketing programs.
3. Alignment with Airport Guiding Documents: The Proposer/Developer by and through its consultants and historical costs of similar projects has demonstrated that it has researched estimated costs to the best of its ability given the time frames available. The Developer has completed its own

internal preliminary market analysis to determine that 70' x 70' box hangars are likely the highest and best use given the current market and market comparables. See attached "Exhibit D Loop-Net Closed Sales".

4. Innovation and Sustainability: The Proposer/Developer upon award will create energy efficient techniques, including but not limited to, the consideration of solar power as well as good environmental practices regarding sewage disposal and any relocation of wildlife. The Developer has exceeded financial expectations regarding the extension of Challenger Drive.
5. Economic and Community Impact: Through our internal preliminary market study, the Proposer/Developer has determined that 70' x 70' box hangars for jet aircraft could be the highest and best use for the Project. This type of clientele will have a positive economic impact for both the Airport Authority as well as the community at large. The Project will clearly provide new revenues for the Authority related to landing fees and fuel sales and generate jobs to not only manage the aircraft but also Sebring Airport Authority maintenance services that may be required for the aircraft. The Project should not have any negative impacts on existing airport users or nearby residents, but rather bolster the economy for the City of Sebring, Highlands County and the region.

### **The Retail Offering**

Based on current development and construction costs, the Developer intends to offer the hangars for sale or for lease at prices as noted below.

- Condominium Hangars for Purchase - \$1,000,000 (plus applicable annual CAM)
- Hangars for Lease - \$5,500 per month (plus applicable annual CAM)

The above proposed pricing is subject to the final market study or alternate recommendations.

In the case of a purchase, the Developer has negotiated up to 75% financing to qualified purchasers with a commercial lender. Based upon current economic conditions the terms of the loan would be as follows:

- Interest Rate – 7.75%
- Amortization Period – 20 years
- Balloon – 10 years

The lender will offer a one-time rate adjustment to qualified purchasers to lock in a lower rate at the prevailing interest rates. Example – if within three years of loan closing interest rates drop back to say 4%, the remaining 7 years would be at 7%.

### **Summary**

We appreciate the opportunity for Board Members and staff of the Sebring Airport Authority to consider this detailed proposal.

Please reach out to Kemp Deming, Developer's Representative, with any questions.

Kemp Deming – [Kemp@ConDevPartners.com](mailto:Kemp@ConDevPartners.com)  
Cell: (239) 825-6661





SEBRING AIRPORT HANGAR





 **SEBRING**  
MULTIMODAL LOGISTICS CENTER





 **SEBRING**  
MULTIMODAL LOGISTICS CENTER

## SEBRING ELITE HANGARS

PRELIMINARY PROFORMA  
PRINTED ON 8/28/2024 AT 4:40 PM

2 Buildings 280' x 70' w/4 Units Each / 2 Buildings 210' x 70' w/3 Units Each = 14 Units - 70' x 70' each = 68,600 SF		AMOUNT
1	<b>ACQUISITION / UTILITIES / TAXES / COMMISSIONS / CONTINGENCY</b>	
2	Land (Annual Lease Fee included in Condo Budget \$.18 per SF per Year)	N/A
3	Impact fees - Water	N/A
4	Impact fees - Fire	N/A
5	Impact Fee Credits	N/A
6	Water and sewer reservation costs (\$4000 per meter x 14 = \$56,000 plus \$4,000 irrigation meter = \$60,000 - Per Lynn at Utility Dept on 8/8/24)	60,000.00
7	Utility Deposits	TBD
8	Loan Closing Costs	N/A
9	Market Study	10,000.00
10	Real Estate Taxes during construct - 24 months	TBD
11	Legal (to include Condo Assoc)	20,000.00
12	Bookkeeping / Administration (1,000 per mo x 24)	24,000.00
13	Title searches required for platting	10,000.00
14	(See separate section below for percentage based categories, such as interest & commissions)	
15	<b>PROFESSIONALS</b>	
16	Architect MHK 3-Unit \$198,450 + 99,225 Repeat Fee (Includes MEP/Renderings) 297,675	297,675.00
17	Architect MHK 4-Unit \$254,800 + 127,400 Repeat Fee (Includes MEP/Renderings) 382,200	382,200.00
18	Engineering - GeoTech (Universal)	10,000.00
19	Civil Engineering Davidson - SDP, SWFLWMD	100,000.00
20	Civil Engineering Davidson - Force Main Extension	30,000.00
21	Structural Engineering - Corle Foundations (\$6,500 plus 3 Repeat Fees @ 2,500 ea = 14,000)	14,000.00
22	Landscape Architect (Heartland)	5,000.00
23	Engineering Consultant	10,000.00
24	Owner's Representative / Project Management	120,000.00
25	Accounting Fees (CPA, bank fees, etc...)	5,000.00
26	Traffic Consultant	N/A
28	<b>PERMITTING</b>	
29	Wetland Determination	-
30	SDP Fees	10,000.00
31	Building Permit Fees	15,000.00
32	DEP - Water - Domestic Wastewater Permit App Fee	10,000.00
33	Surveys	20,000.00
34	Phase I Environmental Audit	N/A
35	Owl Relocation	10,000.00
36	<b>OTHER GENERAL CONDITIONS</b>	
37	Temp Electric (\$100x24 months)	2,400.00
38	Temp Potable Water Install (\$50 x 24 = 1,200)	1,200.00
39	Dumpster Rental (\$1,000 per month x 24)	24,000.00
40	Temp Toilet (\$300 per month x 24)	7,200.00
41	Blueprints	500.00
42	Builder's Risk Insurance (\$.28 per SF)	19,208.00
43	General Liability	15,000.00
44	<b>SITework</b>	
45	Site Improvements (Caloosa 6/28/24)	2,558,764.00
46	Road Extension (presumably assumed that this is included in sitework sub above - until further notice)	-
47	Duke Energy Transformers (\$10K x 4)	40,000.00
48	Duke Energy Conduit	10,000.00
49	Permanent Site Fencing and Gates (includes gate piers & motors)	50,000.00
50	Site Maintenance (mowing / tree trimming, etc)	-
51	Signage	25,000.00
52	Site Security Cameras	25,000.00
53	Parking Lot Lighting	5,000.00
54	Landscaping & Irrigation	40,000.00
55	<b>BUILDING - EXTERIORS</b>	
56	Steel Buildings (68,600 SF @ \$37.00 per SF = 2,538,200)	2,538,200.00
57	Building Shell Erection (\$9.00 per SF @ 68,600 = 617,400)	617,400.00
58	Building Shell Contingency (\$.80 per SF)	54,880.00
59	Concrete Slab and One course Block & Stucco (\$16.00 x 68,600)	1,097,600.00
60	Folding Hangar Doors (45K x 14)	630,000.00
61	Folding Hangar Door Installation Labor (10K x 14)	140,000.00
62	Service Doors (included in Corle building shell)	-
63	Plumbing Rough-in (\$10K per Unit x 14)	140,000.00
64	HVAC (none)	-
65	Electric (\$31,250 per unit x 14 = 437,500)	437,500.00
66	Fire Alarm (\$7,000 per building x 4 = \$28,000)	28,000.00



2 Buildings 280' x 70' w/4 Units Each / 2 Buildings 210' x 70' w/3 Units Each = 14 Units - 70' x 70' each = 68,600 SF		AMOUNT
67	Fire Sprinklers (\$3.00 per SF x 68,600 = 205,800)	205,800.00
68	Building Ladders (none)	-
69	Exterior Paint at Stucco Run (\$500 x 4 = 2,000)	2,000.00
70	<b>BUILDING - INTERIORS</b>	
71	Grey Shell	-
72	- Baths Roughed-in	-
73	- Panel Box Installed	-
74	- High Bay Lights included	-
75	<b>SUB-TOTAL</b>	<b>9,877,527.00</b>
76	<b>PERCENTAGE BASED CATEGORIES</b>	
77	Cost of Funds (6% @ 24 months - full year, but drawing 50% in first year)	592,651.62
78	Cost of funds contingency during lease up / sell out	200,000.00
79	Contractor Overhead, Profit, & Fee	235,655.00
80	Contingency (5%)	493,876.35
81	Disposition closing costs (1% of \$14m)	140,000.00
82	Disposition commissions (5% of \$14m)	700,000.00
83	Marketing (1% of \$14m - Digital Ads, Signage, Graphic Design, Print Ads, Print Materials)	140,000.00
84	<b>PROJECT COST ESTIMATE TOTAL</b>	<b>12,379,709.97</b>
85		
86		
87	<b>INCOME</b>	
88	14 Units at \$1,000,000 each	14,000,000.00
89	<b>LESS TOTAL ESTIMATED COSTS</b>	<b>12,379,709.97</b>
90	<b>POTENTIAL NET PROFIT</b>	<b>1,620,290.03</b>



**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 19, 2024

**Presenter:** Colleen Plonsky

**Agenda Item:** *Declare Items of No Commercial Value and Items Valued Below Threshold to be Removed from Assets/Inventory*

**Background:** The personal property described on the attached Exhibit A serves no useful function and appears to have no commercial value. All items listed are determined to be worn out, broken, obsolete, or under the threshold. Pursuant to Florida Statute.274.06, if the Board determines that the property is without commercial value, it may be donated, destroyed, or abandoned.

**Recommend Action:** Determine that the personal property serves no useful function and declare the property surplus with no commercial value and authorize disposal by offering to a charitable organization or by taking to the county landfill as referenced above.

**Requested Motion:** Move to approve as presented and authorize the staff to dispose of the surplus personal property.

**Board Action:**

Approved	<u>    X    </u>
Denied	<u>          </u>
Deferred	<u>          </u>
Other	<u>          </u>

# EXHIBIT A

## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
ASUSPRO LAPTOP	B	N/A	COMPUTER EQUIPMENT	\$ 1,225.00	3/31/2020	\$ -	N/A
ASUSPRO LAPTOP	B	N/A	COMPUTER EQUIPMENT	\$ 1,225.00	3/31/2020	\$ -	N/A
ASUSPRO LAPTOP	B	N/A	COMPUTER EQUIPMENT	\$ 1,225.00	3/31/2020	\$ -	N/A
ASUSPRO LAPTOP	B	N/A	COMPUTER EQUIPMENT	\$ 1,225.00	3/31/2020	\$ -	N/A
ASUSPRO LAPTOP	B	N/A	COMPUTER EQUIPMENT	\$ 1,225.00	3/31/2020	\$ -	N/A
Bev LENOVO THINKPAD LAPTOP	B	N/A	COMPUTER EQUIPMENT	\$ 1,963.00	3/31/2020	\$ -	N/A
SURFACE COMPUTER	CS	N/A	COMPUTER EQUIPMENT	\$ 2,693.77	9/1/2015	\$ -	756
SURFACE/ MONITOR/DOCK	CS	N/A	COMPUTER EQUIPMENT	\$ 3,755.05	10/23/2016	\$ -	768
SURFACE COMPUTER	CS	N/A	COMPUTER EQUIPMENT	\$ 2,998.63	1/31/2018	\$ -	790
SURFACE COMPUTER	CS	N/A	COMPUTER EQUIPMENT	\$ 2,851.99	11/30/2021	\$ 79.22	823
				\$ 20,387.44		\$ 79.22	

## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description		Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
PUMP MOTOR	CS	N/A	EQUIPMENT		\$ 8,274.52	9/30/1992	\$ -	131
SPRAYFIELD METER	CS	N/A	EQUIPMENT		\$ 584.51	10/22/1992	\$ -	134
1 MINI GAS DETECTOR / 5M 280	CS	N/A	EQUIPMENT		\$ 1,265.92	9/30/1995	\$ -	156
LIFT STATION PUMP & ATTAC	CS	N/A	EQUIPMENT		\$ 1,885.15	10/23/1995	\$ -	160
SOLIDS HANDLING PUMP	CS	N/A	EQUIPMENT		\$ 4,364.50	10/27/1995	\$ -	161
CCR NOZZLE	CS	N/A	EQUIPMENT		\$ 2,535.00	3/14/1996	\$ -	165
GRAVITY FLOW NOZZLE	CS	N/A	EQUIPMENT		\$ 1,346.25	3/14/1996	\$ -	166
FUEL TRUCK FLOW METER	CS	N/A	EQUIPMENT		\$ 2,600.00	11/28/1997	\$ -	169
REEL LAWN MOWER	CS	N/A	EQUIPMENT		\$ 935.00	9/15/2000	\$ -	447
COMDIAL PHONE SYSTEM WITH 15	CS	N/A	EQUIPMENT		\$ 39,912.00	6/15/2000	\$ -	456
COMDIAL PHONE SYSTEM UPGRADE	CS	N/A	EQUIPMENT		\$ 3,790.00	6/15/2000	\$ -	457
G100 250 LP GAS COMM WATER	CS	N/A	EQUIPMENT		\$ 2,650.00	6/15/2000	\$ -	459
2 FLOAT SYSTEM	CS	N/A	EQUIPMENT		\$ 4,300.00	12/31/2000	\$ -	561
AUTO RESTART	CS	N/A	EQUIPMENT		\$ 1,750.00	2/28/2001	\$ -	563
LIFT STATION	CS	N/A	EQUIPMENT		\$ 2,663.46	9/30/2001	\$ -	565
ACTUATOR	CS	N/A	EQUIPMENT		\$ 1,004.56	10/31/2001	\$ -	577
LIFT PUMP OVERHAUL -WWTP	CS	N/A	EQUIPMENT		\$ 1,576.58	12/30/2001	\$ -	578
DIGITAL CAMERA	CS	N/A	EQUIPMENT		\$ 1,026.84	7/31/2002	\$ -	579
110 GAL SPRAYER	CS	N/A	EQUIPMENT		\$ 1,355.00	5/31/2002	\$ -	584
LIFT PUMP	CS	N/A	EQUIPMENT		\$ 3,621.00	5/31/2003	\$ -	599
2 WAFFLE BAKERS	CS	N/A	EQUIPMENT		\$ 1,406.91	3/31/2004	\$ -	606
EVERGLADES KEYPACK MACHINE	CS	N/A	EQUIPMENT		\$ 34,388.00	9/30/2004	\$ -	610
ALLEN ENTERPRISES	CS	N/A	EQUIPMENT		\$ 4,076.32	10/28/2004	\$ -	625



## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description		Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
PUMP MOTOR	CS	N/A	EQUIPMENT		\$ 5,166.14	1/27/2005	\$ -	626
EQUIPMENT	CS	N/A	EQUIPMENT		\$ 1,329.00	3/31/2005	\$ -	627
NATIONAL WATERWORKS	CS	N/A	EQUIPMENT		\$ 2,879.00	8/4/2005	\$ -	629
SPRAY HEAD	CS	N/A	EQUIPMENT		\$ 428.08	1/30/2006	\$ -	644
SPRAY HEADS	CS	N/A	EQUIPMENT		\$ 5,395.00	2/28/2006	\$ -	646
EVAPORATOR COIL	CS	N/A	EQUIPMENT		\$ 6,124.00	4/28/2006	\$ -	647
10 HP GRINDER PUMP FOR LIFT STATION	CS	N/A	EQUIPMENT		\$ 4,411.39	6/30/2006	\$ -	648
SUTOR BUILT MOTOR WWTP	CS	N/A	EQUIPMENT		\$ 3,683.00	3/6/2007	\$ -	656
WST WATER RED VOLTAGE STARTER	CS	N/A	EQUIPMENT		\$ 3,050.00	11/20/2007	\$ -	671
REPAIR MOTOR 5K TANK MOTOR - APBR	CS	N/A	EQUIPMENT		\$ 2,868.50	11/26/2008	\$ -	688
EMERGENCY GENERATOR WWTP	CS	N/A	EQUIPMENT		\$ 106,977.15	11/16/2005	\$ -	697
DIESEL GENERATOR FOR RUNWAY X	CS	N/A	EQUIPMENT		\$ 3,487.50	9/28/2009	\$ -	700
DIESEL GENERATOR FOR RUNWAY X	CS	N/A	EQUIPMENT		\$ 3,487.50	9/28/2009	\$ -	701
PRIST SYSTEM FUEL TRUCK #570	CS	N/A	EQUIPMENT		\$ 5,800.00	12/8/2009	\$ -	705
REFRIGERATOR MODEL T49	CS	N/A	EQUIPMENT		\$ 2,411.05	1/5/2010	\$ -	706
PORTABLE GENERATOR	CS	N/A	EQUIPMENT		\$ 3,699.99	10/12/2015	\$ -	759
ELKAY WATER COOLER	CS	N/A	EQUIPMENT		\$ 1,830.46	6/30/2021	\$ 1,285.69	819
					\$ 290,339.28		\$ 1,285.69	

## REMOVED INVENTORY

Date Removal Approved: 9/19/24

<u>Asset Description</u>		<u>Barcode #</u>	<u>Category</u>	<u>Model #</u>	<u>Unit Cost</u>	<u>Date Acquired</u>	<u>Net Value</u>	<u>Fixed Asset #</u>
BUILDING 735 ROOF	CS	N/A	INDUSTRIAL/BUILDING IMPROVEMENTS		\$ 4,766.60	9/24/1998	\$ -	77
ROOF REPAIRS BUILDING 735	CS	N/A	INDUSTRIAL/BUILDING IMPROVEMENTS		\$ 14,231.41	11/30/1998	\$ -	338
ROOF REPAIRS BUILDING 735	CS	N/A	INDUSTRIAL/BUILDING IMPROVEMENTS		\$ 3,000.00	2/9/2000	\$ -	442
ROOF REPAIRS BUILDING 735	CS	N/A	INDUSTRIAL/BUILDING IMPROVEMENTS		<u>\$ 11,784.00</u>	<u>2/25/2000</u>	<u>\$ -</u>	<u>444</u>
					\$ 33,782.01		\$ -	

## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
GLASS DISPLAY 70X20 FBO	CS	N/A	OFFICE FURNITURE/EQUIPMENT	\$ 2,100.00	6/15/2000	\$ -	383
CONFERENCE TABLE	B	1509	OFFICE FURNITURE/EQUIPMENT	UNKNOWN	UNKNOWN	\$ -	N/A
MAIL SORTER	B	1688	OFFICE FURNITURE/EQUIPMENT	UNKNOWN	6/15/2000	\$ -	N/A
MAIL SORTER	B	1689	OFFICE FURNITURE/EQUIPMENT	UNKNOWN	6/15/2000	\$ -	N/A
Countertop for Print Island	B	1677	OFFICE FURNITURE/EQUIPMENT	UNKNOWN	6/15/2000	\$ -	N/A
File 3-Tier	B/CS	1016	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
File 3-Tier	B/CS	1017	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
File 3-Tier	B/CS	1018	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
File 3-Tier	B/CS	1019	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
File 3-Tier	B/CS	1020	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
File 3-Tier	B/CS	1021	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
File 3-Tier	B/CS	1022	OFFICE FURNITURE/EQUIPMENT	\$ 325.00	6/15/2000	\$ -	438
Stacking Guest Chair	B/CS	1510	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1080	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1511	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1512	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1514	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1515	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1518	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1520	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair	B/CS	1521	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS	1027	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS	1334	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS	1373	OFFICE FURNITURE/EQUIPMENT	\$ 66.00	6/15/2000	\$ -	408

## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
Stacking Guest Chair w/o arms	B/CS 1374	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1376	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1409	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1410	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1412	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1413	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1414	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1415	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1416	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1417	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1418	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1419	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1420	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1421	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1422	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1423	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1424	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1425	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair w/o arms	B/CS 1426	OFFICE FURNITURE/EQUIPMENT		\$ 66.00	6/15/2000	\$ -	408
Stacking Guest Chair with arms	B/CS 1079	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1375	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1411	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1513	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1516	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424



## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
Stacking Guest Chair with arms	B/CS 1517	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1519	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1701	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
Stacking Guest Chair with arms	B/CS 1702	OFFICE FURNITURE/EQUIPMENT		\$ 146.36	6/15/2000	\$ -	424
				\$ 7,738.24		\$ -	

## REMOVED INVENTORY

Date Removal Approved: 9/19/24

Asset Description		Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	Fixed Asset #
RADIO REPEATER	CS	N/A	RADIO/ELECTRONIC EQUIPMENT		\$ 3,749.00	6/30/1988	\$ -	178
EASTERN AVIONIC RADIO	CS	N/A	RADIO/ELECTRONIC EQUIPMENT		\$ 1,300.00	9/24/1997	\$ -	182
Sanyo DVD/VCR Combo	B/CS	2020	RADIO/ELECTRONIC EQUIPMENT		\$ 913.00	10/29/2003	\$ -	804
Dish Network Receiver	B	1380	RADIO/ELECTRONIC EQUIPMENT		\$ -	UNKNOWN	\$ -	
Dish Network Receiver	B	1322	RADIO/ELECTRONIC EQUIPMENT		\$ -	UNKNOWN	\$ -	
					\$ 5,962.00		\$ -	

SEBRING AIRPORT AUTHORITY:

Peter H. McDermott 9/19/2024  
CHAIRMAN DATE

Carl [Signature] 9/23/24  
SECRETARY DATE

**RESOLUTION SAA 24-09**

**A RESOLUTION OF THE SEBRING AIRPORT  
AUTHORITY TO APPROVE AMENDMENT S24-07 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 S24-07 as presented.

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

**PASSED AND ADOPTED** this 19th day of September 2024.



**SEBRING AIRPORT AUTHORITY**

By: \_\_\_\_\_

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY  
BUDGET AMENDMENT# S24-07  
EFFECTIVE ACCOUNTING PERIOD: JULY 2024

9/19/2024

SUBMITTED BY: Colleen Plonsky  
SIGNED BY: 

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
FBO	344-008-FBO	MILITARY JET A SALES	\$ 1,500,000.00	\$ 200,000.00		\$ 1,700,000.00	BUDGET UNDERSTATED
FBO	344-010-FBO	MILITARY AFTER HOURS FEES	\$ 700.00	\$ 1,300.00		\$ 2,000.00	BUDGET UNDERSTATED
FBO	344-011-FBO	NONCONTRACT MILITARY FUEL SALES	\$ 70,000.00	\$ 10,000.00		\$ 80,000.00	BUDGET UNDERSTATED
FBO	361-190-FBO	INTEREST INCOME	\$ 250.00	\$ 250.00		\$ 500.00	BUDGET UNDERSTATED
SAA	362-020-SAA	RENTAL INCOME T/COMM HANGARS	\$ 105,000.00	\$ 37,000.00		\$ 142,000.00	BUDGET UNDERSTATED
SAA	362-030-SAA	RENTAL INCOME/NEW T/COMM HANGARS	\$ 303,000.00	\$ 107,000.00		\$ 410,000.00	BUDGET UNDERSTATED
SAA	362-150-SAA	RENTAL INCOME SIR SUBLEASES	\$ 13,000.00	\$ 6,000.00		\$ 19,000.00	BUDGET UNDERSTATED
SAA	362-200-SAA	RACE TRACK REVENUE - SIR	\$ 242,000.00	\$ 38,000.00		\$ 280,000.00	BUDGET UNDERSTATED
SAA	381-000-SAA	CRA FUNDS TRANSFER	\$ -	\$ 730,000.00		\$ 730,000.00	NOT BUDGETED
Total Revenue Increase/Decrease			\$ 2,233,950.00	\$ 1,129,550.00	\$ -	\$ 3,363,500.00	
COST CENTER (expenses)							
FBO	512-041-FBO	COMMUNICATIONS/TELEPHONE	\$ 17,000.00	\$ 5,000.00	\$ -	\$ 22,000.00	BUDGET UNDERSTATED
FBO	512-042-FBO	POSTAGE	\$ 200.00	\$ 300.00	\$ -	\$ 500.00	BUDGET UNDERSTATED
FBO	512-047-FBO	PRINTING	\$ 200.00	\$ 300.00	\$ -	\$ 500.00	BUDGET UNDERSTATED
SAA	512-041-SAA	COMMUNICATIONS/TELEPHONE	\$ 40,000.00	\$ 50,000.00	\$ -	\$ 90,000.00	BUDGET UNDERSTATED
SAA	512-044-SAA	RENTALS AND LEASES	\$ 23,000.00	\$ 7,000.00	\$ -	\$ 30,000.00	BUDGET UNDERSTATED
SAA	512-047-SAA	HANGAR REPAIRS & MAINTENANCE	\$ 65,000.00	\$ 45,000.00		\$ 110,000.00	BUDGET UNDERSTATED
SAA	512-055-SAA	ADVERTISING	\$ 10,000.00	\$ 3,000.00		\$ 13,000.00	BUDGET UNDERSTATED
Total Expenses Increase/Decrease			\$ 155,400.00	\$ 110,600.00	\$ -	\$ 266,000.00	



			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve					
			(\$2,072.20)	\$ 1,129,550.00	\$ 110,600.00	\$1,016,877.80					

REQUEST #: S24-07

TRANSFER TYPE:

- ☐ ITEM TO ITEM  
☒ OPERATING RESERVE  
☒ BY RESOLUTION # SAA 24-09

BOARD  
APPROVAL:

Executive Director

  
Mike Willingham

**RESOLUTION 24-10**

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO  
APPROVE THE 2024-2025 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 2024-2025 Budget as presented.

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

**PASSED AND ADOPTED** this 19th day of September 2024.



ATTEST:

**SEBRING AIRPORT AUTHORITY**

By: \_\_\_\_\_

□ Mike Willingham, Executive Director

**Date:** September 19, 2024  
**To:** Board of Directors  
**From:** Colleen Plonsky, Director of Finance  
**Re:** SAA 2024-2025 Budget

The proposed 2024-2025 Budget shows Total Revenue of \$12,738,708.00. The budget was prepared utilizing actual results for the current fiscal 11-month period (Oct 2023 – August 2024) which was subsequently annualized and averaged (as necessary) to formulate anticipated expenditures and revenues. All cumulative amounts were derived with input from the Executive Director and Deputy Director.

**OPERATING REVENUE**

Projected operating revenue is \$7,697,646.00 compared to \$6,939,654.00 for 2023-2024. The increase is due to the rise in revenue from FBO. The FBO 2024-2025 budgeted revenue of \$2,992,350.00 has increased from \$2,482,350.00 for 2023-2024 budget because of expanded military fuel sales. The budget assumes T-Hangars occupancy rates will stay at or above 90% and Commercial Hangars occupancy at 100%.

**OPERATING EXPENSES**

Operating expenses increased to \$7,223,843.00 from last year's budget of \$6,626,567.00. The increase is connected to the increase in fuel Costs of Goods Sold.

Total Personnel Expense (including payroll taxes, retirement, overtime, work comp) shows a budgeted increase of 3% which includes raises for current staff. An independent consulting firm will be engaged to conduct a compensation study for the following positions: Director of Finance, Deputy Director and Executive Director.

**CRA**

The CRA budget shows \$448,672.00 in incremental tax revenue, interest income of \$21,000.00, and the fund balance brought forward in the amount of \$313,466.00 for total revenue of \$783,138.00 and total expenditures of \$783,138.00.

**GRANTS**

Anticipated State, Federal and Local grant funded projects for the 2024-2025 period include:

FAA Wildlife Assessment & Plan	\$ 28,669.00
FAA South Partial Parallel Taxiway D Design	\$ 256,500.00
FAA Taxiway A Rehabilitation Design	\$ 298,100.00
FAA Fuel Farm Expansion	\$ 630,000.00
FAA South Partial Parallel Taxiway D Construction	\$ 2,850,000.00
<b>Total FAA Grants</b>	<b>\$ 4,063,269.00</b>

**GRANTS (Cont.)**

FDOT Wildlife Assessment & Plan	\$ 3,482.00
FDOT Storm Water Facility Needs	\$ 152,811.00
FDOT Terminal Apron High Mast Lighting	\$ 533,000.00
FDOT South Partial Parallel Taxiway D Design	\$ 28,500.00
FDOT Taxiway A Rehabilitation Design	\$ 40,000.00
FDOT Fuel Farm Expansion	\$ 70,000.00
FDOT South Partial Parallel Taxiway D Construction	\$ 150,000.00
<b>Total FDOT Grants</b>	<b><u>\$ 977,793.00</u></b>
<b>Total Grants</b>	<b>\$ 5,041,062.00</b>



SEBRING AIRPORT AUTHORITY (SAA)		
2024-2025 BUDGET		
		2024-2025
		ANNUAL BUDGET
<b>FEDERAL GRANT REVENUE</b>		
331-620-125	WILDLIFE HAZARD ASSESSMENT & PLAN	\$ 28,669.00
331-620-130	SOUTH PARTIAL PARALLEL TAXIWAY D DESIGN	\$ 256,500.00
331-620-131	TAXIWAY A REHABILITATION DESIGN	\$ 298,100.00
331-620-132	FUEL FARM EXPANSION CONSTRUCTION	\$ 630,000.00
331-620-133	SOUTH PARTIAL PARALLEL TAXIWAY D CONSTRUCTION	\$ 2,850,000.00
	<b>TOTAL FEDERAL GRANT REVENUE</b>	<b>\$ 4,063,269.00</b>
<b>STATE GRANT REVENUE</b>		
334-610-102	STORM WATER FACILITY NEEDS RUNWAY EXT	\$ 152,811.00
334-610-123	TERMINAL APRON HIGH MAST LIGHTING	\$ 533,000.00
334-610-125	WILDLIFE HAZARD ASSESSMENT & PLAN	\$ 3,482.00
334-610-130	SOUTH PARTIAL PARALLEL TAXIWAY D DESIGN	\$ 28,500.00
334-610-133	SOUTH PARTIAL PARALLEL TAXIWAY D CONSTRUCTION	\$ 150,000.00
334-610-131	TAXIWAY A REHABILITATION DESIGN	\$ 40,000.00
334-610-132	FUEL FARM EXPANSION CONSTRUCTION	\$ 70,000.00
	<b>TOTAL STATE GRANT REVENUE</b>	<b>\$ 977,793.00</b>
<b>LOCAL GRANT REVENUE</b>		
	<b>TOTAL LOCAL GRANT REVENUE</b>	<b>\$ -</b>
<b>OTHER GRANT REVENUE</b>		
		\$ -
	<b>TOTAL OTHER GRANT REVENUE</b>	<b>\$ -</b>
<b>SAA REVENUE</b>		
342-200-SAA	FIRE PROTECTION FEES	\$ 125,000.00
343-500-SAA	REVENUE SALE OF WWTP TO CITY SEBRING	\$ 26,258.00
360-000-SAA	MISCELLANEOUS REVENUE	\$ 152,000.00
360-100-SAA	DISCOUNTS ALLOWED-SAA	\$ 400.00
360-500-SAA	SERVICE FEE INCOME - SAA	\$ 2,000.00
361-190-SAA	INTEREST INCOME - SAA	\$ 2,000.00
362-000-SAA	RENTAL INCOME - INDUSTRIAL	\$ 1,530,000.00
362-010-SAA	RENTAL INCOME - LAND	\$ 791,000.00
362-020-SAA	RENTAL INCOME-T/COMM HANGARS	\$ 153,000.00
362-030-SAA	RENTAL INCOME - New T/Comm Hangars	\$ 420,000.00
362-150-SAA	RENTAL INCOME-SIR SUBLEASES	\$ 20,000.00
362-200-SAA	RACE TRACK REVENUE - SIR	\$ 280,000.00
362-210-SAA	SIR SPECIAL EVTS-TICKET REV	\$ 245,000.00
364-400-SAA	GAIN/LOSS ON SALE OF ASSETS	\$ -
366-901-SAA	WORLD FUEL SPONSORSHIP AVIATION EDUCATION	\$ 7,500.00
369-601-SAA	CHATEAU ELAN OCCUPANCY CHARGE REVENUE	\$ 165,000.00
381-000-SAA	CRA FUNDS TRANSFER (OFFSET 512-092-SAA)	\$ -

SEBRING AIRPORT AUTHORITY (SAA)		
2024-2025 BUDGET		
		2024-2025
		ANNUAL BUDGET
381-999-SAA	TRANSFER IN REIMBURSABLE EXPENSES CRA	\$ 3,000.00
384-000-SAA	RECOVERY OF BAD DEBT	\$ -
	<b>TOTAL SAA REVENUE</b>	<b>\$ 3,922,158.00</b>
<b>FBO REVENUE</b>		
343-003-FBO	FBO TIE DOWN & HANGAR FEES	\$ 3,600.00
344-000-FBO	FBO AVGAS FUEL SALES	\$ 450,000.00
344-000-FTZ	FUEL SALES - FTZ	\$ -
344-001-FBO	FBO JET A SALES	\$ 1,185,000.00
344-002-FBO	FBO PILOT SUPPLY SALES	\$ 3,200.00
344-005-FBO	UL94 MOGAS SALES	\$ 50,000.00
344-008-FBO	FBO MILITARY JET A SALES	\$ 1,025,000.00
344-009-FBO	FBO OIL SALES	\$ 8,500.00
344-010-FBO	MILITARY AFTER HOURS FEES	\$ 1,000.00
344-011-FBO	NONCONTRACT MILITARY FUEL SALE	\$ 80,000.00
344-014-FBO	FBO RAMP FEES & AFTER HOURS FEES	\$ 85,000.00
344-017-FBO	FBO RENTAL CAR COMMISSION - HERTZ	\$ -
344-018-FBO	FBO RENTAL CAR COMMISSION - ENTERPRISE	\$ -
344-019-FBO	GPU USAGE FEES	\$ 3,000.00
360-000-FBO	MISCELLANEOUS INCOME - FBO	\$ 5,000.00
360-101-FBO	FBO DISCOUNTS EARNED	\$ 3,700.00
361-190-FBO	INTEREST INCOME-FBO	\$ 350.00
369-200-FBO	FBO FUEL TAX REFUND	\$ 89,000.00
	<b>TOTAL FBO REVENUE</b>	<b>\$ 2,992,350.00</b>
<b>CRA REVENUE</b>		
361-190-CRA	INTEREST INCOME - CRA	\$ 21,000.00
386-700-CRA	CRA INCREMENTAL TAX REVENUE	\$ 448,672.00
389-000-CRA	BALANCE BROUGHT FORWARD	\$ 313,466.00
		\$ -
	<b>TOTAL CRA REVENUE</b>	<b>\$ 783,138.00</b>
	<b>TOTAL GRANT REVENUE</b>	<b>\$ 5,041,062.00</b>
	<b>TOTAL COST CENTER REVENUE</b>	<b>\$ 7,697,646.00</b>
	<b>TOTAL REVENUE</b>	<b>\$ 12,738,708.00</b>
<b>SAA EXPENSES</b>		
512-011-SAA	SAA EXECUTIVE SALARIES	\$ 320,000.00
512-012-SAA	SAA SALARIES	\$ 298,000.00
512-016-SAA	CAFETERIA PLAN EXPENSE	\$ 2,000.00
512-021-SAA	SAA GEN GOV'T-PAYROLL TAXES	\$ 49,000.00
512-022-SAA	SAA GENERAL GOV'T-RETIREMENT	\$ 176,000.00

SEBRING AIRPORT AUTHORITY (SAA)		
2024-2025 BUDGET		
		2024-2025
		ANNUAL BUDGET
512-023-SAA	SAA GENERAL GOV'T-HEALTH INS.	\$ 100,000.00
512-024-SAA	SAA W/C INSURANCE	\$ 4,000.00
512-025-SAA	SAA UNEMPLOYMENT (SUTA/FUTA)	\$ 1,000.00
512-030-SAA	SAA OPERATING EXPENSE	\$ 103,000.00
512-031-SAA	SAA PROFESSIONAL SERVICES	\$ 90,000.00
512-032-SAA	SAA ACCOUNTING & AUDIT FEES	\$ 52,000.00
512-033-SAA	SAA LEGAL SERVICES	\$ 200,000.00
512-034-SAA	SAA CONTRACTUAL SERVICES	\$ 352,000.00
512-035-SAA	SAA ENGINEERING SERVICES	\$ 500,000.00
512-036-SAA	SAA CONSULTING	\$ 5,000.00
512-040-SAA	SAA TRAVEL	\$ 25,000.00
512-041-SAA	SAA COMMUNICATION/TELEPHONE	\$ 49,000.00
512-042-SAA	SAA POSTAGE	\$ 1,300.00
512-043-SAA	SAA UTILITIES	\$ 70,000.00
512-044-SAA	SAA RENTALS & LEASES	\$ 27,000.00
512-045-SAA	SAA INSURANCE	\$ 386,000.00
512-046-SAA	SAA REPAIRS AND MAINTENANCE	\$ 340,000.00
512-047-SAA	SAA HANGAR REPAIRS & MAINTENANCE	\$ 50,000.00
512-049-SAA	SAA TAXES	\$ 125,000.00
512-050-SAA	SAA LICENSES AND PERMITS	\$ 3,000.00
512-051-SAA	SAA OFFICE SUPPLIES	\$ 3,500.00
512-052-SAA	SAA OPERATING SUPPLIES	\$ 13,000.00
512-054-SAA	SAA BOOKS, PUBLICATIONS& DUES	\$ 14,000.00
512-055-SAA	SAA ADVERTISING	\$ 13,000.00
512-056-SAA	SAA SEMINARS, CONV., TRAIN.	\$ 10,000.00
512-060-SAA	SAA SOFTWARE, RELATED AGREEMTS	\$ 47,000.00
512-061-SAA	SAA COMPUTERS and ACCESSORIES	\$ 10,000.00
512-072-SAA	SAA INTEREST PAYMENTS-DEBT	\$ 180,000.00
512-082-SAA	SAA CHARITABLE CONTRIBUTIONS	\$ 200.00
512-089-SAA	SAA EARNED DISCOUNTS	\$ (17,000.00)
512-090-SAA	SAA PENALTIES AND FEES	\$ -
512-092-SAA	CRA FUNDS TRANSFER (381-000-SAA) OFFSET	\$ -
512-095-SAA	SAA-CHATEAU ELAN IMPROVEMENTS	\$ 80,000.00
512-100-SAA	SAA DEPRECIATION EXPENSE	\$ -
512-200-SAA	SAA BAD DEBT EXPENSE	\$ -
	<b>TOTAL SAA EXPENSES (exc. Depreciation)</b>	<b>\$ 3,682,000.00</b>
	<b>SAA BUDGET OPERATING RESERVES</b>	<b>\$ 240,158.00</b>
<b>FBO EXPENSES</b>		
512-001-FBO	FBO COGS - FUEL	\$ 1,850,000.00
512-002-FBO	FBO - COGS - OIL SALES	\$ 9,300.00
512-002-FBO	FBO COGS - FTZ	\$ -
512-003-FBO	FBO COGS - PILOT SUPPLIES	\$ 2,100.00
512-005-FBO	FBO MANAGEMENT FEE	\$ -
512-006-FBO	FBO MANAGEMENT CO SUCCESS FEE	\$ -

SEBRING AIRPORT AUTHORITY (SAA)		
2024-2025 BUDGET		
		2024-2025
		ANNUAL BUDGET
512-007-FBO	COGS - UL94 MOGAS	\$ 40,000.00
512-010-FBO	FBO CREDIT CARD FEES	\$ 50,000.00
512-011-FBO	FBO GENERAL MGR SALARY	\$ -
512-012-FBO	FBO SALARIES	\$ 384,000.00
512-016-FBO	FBO CAFETERIA PLAN EXPENSE	\$ 1,000.00
512-021-FBO	FBO PAYROLL TAXES	\$ 30,000.00
512-022-FBO	FBO RETIREMENT	\$ 53,000.00
512-023-FBO	FBO HEALTH INSURANCE	\$ 101,000.00
512-024-FBO	FBO W/C INSURANCE	\$ 8,000.00
512-025-FBO	FBO UNEMPLOYMENT EXPENSE	\$ 200.00
512-030-FBO	FBO OPERATING EXPENSE	\$ 28,000.00
512-031-FBO	FBO PROFESSIONAL SERVICES	\$ 18,000.00
512-033-FTZ	FTZ LEGAL SERVICES	\$ -
512-034-FBO	FBO CONTRACTUAL SVCS	\$ -
512-039-FBO	FBO MILITARY OPERATING EXP	\$ 8,000.00
512-040-FBO	FBO TRAVEL AND MEALS	\$ 2,000.00
512-041-FBO	FBO COMMUNICATIONS/TELE.	\$ 21,000.00
512-042-FBO	FBO POSTAGE	\$ 500.00
512-043-FBO	FBO UTILITIES	\$ 14,000.00
512-044-FBO	FBO RENTALS AND LEASES	\$ 45,000.00
512-045-FBO	FBO GEN. LIAB. INSURANCE	\$ 8,000.00
512-046-FBO	FBO REPAIRS & MAINTENANCE	\$ 41,000.00
512-047-FBO	FBO PRINTING	\$ 500.00
512-048-FBO	FBO MARKETING & PROMOTION	\$ 500.00
512-050-FBO	FBO LICENSES AND PERMITS	\$ 250.00
512-051-FBO	FBO OFFICE SUPPLIES	\$ 1,000.00
512-052-FBO	FBO OPERATING SUPPLIES	\$ 14,000.00
512-054-FBO	FBO BOOKS/PUBLICATIONS/DUES	\$ 1,000.00
512-055-FBO	FBO ADVERTISING	\$ -
512-056-FBO	FBO SEMINARS AND CONVENTIONS	\$ 3,500.00
512-058-FBO	FBO CASH OVER AND SHORT	\$ 40.00
512-060-FBO	FBO SOFTWARE, RELATED AGREEMTS	\$ 15,000.00
512-061-FBO	FBO COMPUTER ASSESSORIES	\$ 1,000.00
	FBO POLLUTION INSURANCE TRUCKS	\$ 7,815.00
	<b>TOTAL FBO/FTZ EXPENSES</b>	<b>\$ 2,758,705.00</b>
	<b>FBO BUDGET OPERATING RESERVES</b>	<b>\$ 233,645.00</b>
<b>CRA EXPENSES</b>		
512-031-CRA	CRA PROFESSIONAL SERVICES	\$ 10,000.00
512-033-CRA	CRA LEGAL SERVICES	\$ 4,000.00
512-042-CRA	CRA POSTAGE	\$ 30.00
512-045-CRA	CRA INSURANCE	\$ 2,100.00
512-050-CRA	CRA LICENSES AND PERMITS	\$ 350.00
512-054-CRA	CRA BOOKS, PUBLICATIONS & DUES	\$ 600.00
512-055-CRA	CRA ADVERTISING	\$ 300.00



SEBRING AIRPORT AUTHORITY (SAA)		
2024-2025 BUDGET		
		2024-2025
		ANNUAL BUDGET
512-091-CRA	CRA AGREEMENTS (NON-SAA)	\$ -
512-092-CRA	CRA AGREEMENTS (SAA)	\$ -
512-999-CRA	TRANSFER OUT REIMBURSABLE EXPENSES	\$ 3,000.00
542-302-CRA	FUTURE CAPITAL PROJ WEBSTER TURN DR RESURFACING	\$ 262,758.00
542-330-CRA	FUTURE CAPITAL PROJ EDUCATION CENTER	\$ 100,000.00
542-350-CRA	FUTURE CAPITAL PROJECT CARROLL SHELBY DRIVE	\$ 200,000.00
542-400-CRA	FUTURE CAPITAL PROJECT DUC PROPELLERS IMPROVEMENTS	\$ 200,000.00
	<b>TOTAL CRA EXPENSES</b>	<b>\$ 783,138.00</b>
	<b>CRA BUDGET OPERATING RESERVES</b>	<b>\$ -</b>
	<b>TOTAL EXPENSES</b>	<b>\$ 7,223,843.00</b>
<b>COMBINED BUDGETED OPERATING RESERVE (excluding Depreciation)</b>		<b>\$ 473,803.00</b>

# Airport Executive BRIEF



## CONTENTS

### Deputy Director's Report

- Aircraft Pattern Safety
- Advanced Air Mobility Presentation
- Drainage Project
- Wildlife Management

### Executive Director's Updates

- Advancing Technology at Airports, Looking to the Future: Vertiports



### Aircraft Traffic Pattern Safety Project

Staff is working on a safety project for the Airport traffic pattern. We are seeing unsafe non-standard use of the pattern. The end product will consist of video, printed, electronic and multimedia materials to better educate the pilot community.

### Presentation to County Commission Regarding Advanced Air Mobility (AAM)

Staff presented our Advanced Air Mobility Efforts to the Highlands County Board of County Commissioners on September 5, 2024. The presentation was well received and there were lots of good questions asked by the Commissioners. We are working with the City on a date and time to present our AAM efforts.



### Drainage Project

The Sebring Airfield Drainage Project encompasses the removal and replacement of existing drainage structures and desilting of existing pipes. The removal and replacement of the drainage pipes in Phase 1 of the project has been completed. Taxiway A paving and temporary marking have also been completed, and final taxiway markings will be completed at the end

of September. Phase 1 and Phase 2 cleanout of pipes has begun. Restoration of Phase 1 is ongoing and is anticipated to be completed by the end of September. The overall project is anticipated to be completed in October.

### Wildlife Hazard Management Plan

This plan has been accepted by the FAA. Staff training will be completed by the end of October.



### Central Florida Cities Podcast

Andrew Bennett, the Deputy Director of the Sebring Airport Authority, recently sat down with the Central Florida Cities Podcast to discuss the latest updates and exciting developments happening at the Sebring Regional Airport (SEF). From its long-standing history in the community to the introduction of Advanced Air Mobility, we explored how SEF is evolving to meet the needs of

modern travelers. Andrew shared insights into the new projects underway, the future of air travel in Central Florida, and what these innovations mean for the Heartland Region and specifically the residents of Highlands County.

### D&D Live

Andrew appeared recently on the popular radio show "D&D Live" to discuss everything

"Sebring Regional Airport" and more specifically our Advanced Air Mobility Project! Andrew did a fantastic job representing the Airport and talking about Advanced Air Mobility among other things of interest to the Community.

We plan to place the highest priority on continuing our visits local clubs, civic organizations, and the like through this year and into next!



# Airports Have 'No Choice' But To Implement New Technologies, ACI Says

Airport executives who gathered at the annual Airports Council International-North America (ACI-NA) Conference and Exhibition said they were intently focused on adapting their facilities to rapid technological change.

"It is all about technology," ACI-NA President and CEO Kevin Burke tells Aviation Week in an interview.

"When I travel around to airports, I try to recall what an airport looked like 10, 11 years ago compared to where it is today," Burke says. "And I look at technology, whether it be in baggage, whether it be in [security], whether it be in customs, whether it be on the airfield with the equipment being used. It is inevitable that technology will become more and more a part of the airport environment."

Advancing technology ranges from passenger-facing applications in terminals to developing vertiports for potential electric air taxi operations. "My take is, the more technologically efficient an airport becomes, the more welcoming it is to passengers and the better it is for airlines," Burke says.

Gina Dew, the director of government and community relations at Tampa International Airport (TPA), says the Florida airport is working to develop vertiports to support both cargo and passenger services potentially provided by electric vertical-and-takeoff-landing (eVTOL) vehicles.

TPA expects cargo operators to use eVTOLs to move packages from the airport to nearby warehouses and airlines to offer passengers the option of coming to the airport via an air taxi flight. The airport also envisions future air taxi service from the airport to various locations around the Tampa area.

An examination of eight potential vertiport spots at TPA led to six being ruled out,

including the tops of parking garages and the rental car center. But two spots have been identified as viable sites. "We really wanted to look at that site selection, at airspace and operations [implications], at the infrastructure and utilities" that will be needed, Dew says.

Joby Aviation, which is developing a four passenger eVTOL air taxi it is hopeful will be certified by the FAA in 2025, was among the companies consulted by TPA, as was Volocopter which performed a test flight there in 2023. Dew says the airport asked about expected service frequency and energy requirements.

TPA decided on site selection based on avoiding the airport's two parallel runways and a determination that garage roof tops were not ready for vertiports. "We have a very large cargo component at the airport, and it's all on the east side of the airport," Dew explains. "And so we know that cargo [eVTOLs] will most likely go first. Where we ended up were these two sites, which are over on the east side. We feel like this will integrate very easily and seamlessly into the cargo business to begin with."

Delta Air Lines is an equity investor in Joby, with plans for the eVTOL developer to offer a city-to-airport air taxi service in New York and Los Angeles for the airline's passengers. "You can imagine a world where you open the Delta app and you say, I'm going to pick seat C13, and then the next box down is, do you want to take a Joby to the airport? You book through the Delta app," Lydon Sleeper, Joby's U.S. strategic policy lead, tells the ACI-NA conference.

Sleeper adds that airports should be

"deliberate about thinking about the type of service that you want to provide at your airport. For example, if you're going to lead with cargo, obviously being super close to the terminal may not be as important as if you are providing an air taxi service like we are. Our goal is to be as close to the main terminals as possible so that we can mimic a taxi dropping you off."

Those terminals are looking and feeling more futuristic, with open architecture emitting large amounts of natural light and technology proliferating throughout the passenger's movement through an airport, Burke says. "I think the passenger is getting used to the new technology," which in turn is improving the efficiency of passenger flows through airports.

"I also guarantee that another technology will come in that changes things," Burke says. "It'll take a while to adapt, but people are adaptable."

Airports have to adapt as well, and as quickly as possible, he adds: "As we move forward, we have no choice. The challenge is what it costs to be able to put this all in."



Dew says airports that are not actively engaged in adopting advanced technology and the infrastructure to support it will be left behind. "People think this stuff is so far out—it's here," she says.

[\*Reporting from Aviation Week\*](#)







Sebring Regional Airport  
128 Authority Lane  
Sebring, Florida 33870  
[www.sebring-airport.com](http://www.sebring-airport.com)  
863.655.6444

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

#### SITE MAP

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



**ACCELERATE YOUR BUSINESS'S POTENTIAL**

## Memorandum

**To:** Board of Directors

**From:** Mike Willingham, Executive Director

**Date:** Thursday, September 19, 2024

**Re:** Sebring Regional Airport  
Goals and Objectives per section 189.0694, F.S.

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### Background:

Beginning **October 1, 2024**, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved. By **December 1 of each year after that**, each special district must publish an annual report on the district's website. This report must describe the goals and objectives achieved by the district, the performance measures and standards used to make this determination and any goals or objectives the district failed to achieve, section 189.0694, F.S.

### Our Goals:

South Partial Parallel Taxiway D Design

Taxiway A Rehabilitation Design

Terminal Apron High Mast Lighting

### Objectives:

*South Partial Parallel Taxiway D Design:*

To complete design for Taxiway D.

*Taxiway A Rehabilitation Design:*

To complete design for Taxiway A.

*Terminal Apron High Mast Lighting:*

To enhance operational safety operations on the Apron area.