

**Sebring Airport Authority
Board Meeting Agenda
June 19, 2025**

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>
07/04/2025		Executive Offices Closed – 4 th of July Holiday	
07/17/2025	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center
07/21 – 07/27/2025		EAA AirVenture Oshkosh – Oshkosh, Wisconsin	

2. CONSENT AGENDA

Is there any Public Comment pertaining to the consent items below?

- a) Approve May 2025 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

Is there any Public Comment pertaining to the consent items below?

- a) ITB #25-05 Webster Turn Drive Reconstruction – Recommendation of Award and Contract – Dickerson Infrastructure, Inc. \$2,292,389
- b) RFQ #25-02 Professional Aviation Consulting Services – Hanson Professional Services Inc.
- c) RFQ #25-02 Professional Aviation Consulting Services – RS&H, Inc.
- d) AtkinsRéalis CEI Services for Webster Turn Drive Rehabilitation \$324,415
- e) CivilSurv Design Group, Inc. – Post Design Services - Webster Turn Rehabilitation \$63,750
- f) Duke Energy Easement – Highlands County Animal Services
- g) Resolution 25-04 Approving Budget Amendment S25-03

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTORS' REPORT

- Mike Willingham
- Presentation from Sebring International Raceway – Wayne Estes or John Story

6. BOARD OF DIRECTORS' BUSINESS

- Form 1 is due by July 1st

- Florida Association of Special Districts (FASD) Ethics Training – Reminder email was sent on April 21st

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

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
May 15, 2025**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on May 15, 2025, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Stanley Wells	-	Chairman
D. Craig Johnson	-	Vice Chairman
Carl Cool	-	Secretary
Mark Andrews	-	Board Member
Pete McDevitt	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Colleen Plonsky	-	Director of Finance
Jami Olive	-	Executive Assistant
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Jack Thompson	-	Avcon, Inc.
Keira Medina	-	Avcon, Inc.
Rex Thompson	-	Allied Universal
Eric Menger	-	Hanson Professional Services
Heather Meyer	-	AtkinsRéalis
Craig Sucich	-	RS&H

1. OPENING ITEMS

A. Meeting was called to order at 1:30 p.m. by outgoing Chairman Pete McDevitt.

B. Bob Swaine led the Invocation and led the Pledge.

C. Roll Call

Mark Andrews, Carl Cool, D. Craig Johnson, Pete McDevitt, and Stanley Wells were present at the meeting. Jason Dunkel and Terrill Morris were absent.

D. Election of Officers

Mark Andrews made a motion to elect the following officers: Stanley Wells as Chairman, D. Craig Johnson as Vice Chairman, Carl Cool as Secretary, and Jason Dunkel as Assistant Secretary. There was a second by Carl Cool to approve the officer elections as presented. Stanley Wells made a motion to close the floor for the election of officers, with a second by D. Craig Johnson. The motion was passed unanimously with aye votes by Andrews, Cool, Johnson, McDevitt and Wells. The gavel was passed to new Chairman Stanley Wells.

E. Announcements

Stanley Wells asked if there were any other announcements than the ones presented, which was, the executive offices will be closed Monday, May 26th for Memorial Day, the next board meeting will be Thursday June 19th at 1:30pm and Friday July 4th the executive offices will be closed for the Fourth of July.

2. CONSENT AGENDA

Approve the Consent Agenda:

Chairman Stanley Wells asked if there was any public comment pertaining to the consent agenda items, with no comment asked. There was a motion by Pete McDevitt to approve the Consent Agenda with a second by Carl Cool. The motion was passed with ayes from Andrews, Cool, Johnson, McDevitt, and Wells.

3. MISCELLANEOUS

No items were presented.

4. ACTION ITEMS

Chairman Stanley Wells asked if there was any public comment pertaining to the consent agenda items, with no comment asked.

A. ITB #25-03 Weed Control Services – Recommendation of Award and Contract – Bio-Tech Consulting, Inc.

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by D. Craig Johnson. The motion was passed with aye votes by Andrews, Cool, Johnson, McDevitt and Wells.

B. RFQ #25-02 Professional Aviation Consulting Services – AtkinsRéalis USA Inc.

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Johnson, McDevitt and Wells.

C. RFQ #25-02 Professional Aviation Consulting Services – Avcon, Inc.

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Johnson, McDevitt and Wells.

D. ITB #25-04 Apron High Mast Lighting Add Service – Recommendation of Award – Trinity Electrical Services, LLC - \$222,270

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Pete McDevitt to approve the item as presented, with a second by D. Craig Johnson. The motion was passed with aye votes by Andrews, Cool, Johnson, McDevitt and Wells.

E. Approve and Ratify the execution and delivery of: Webster Turn Drive Rehabilitation – Florida Job Growth Infrastructure Grant - \$2,113,560; and all action as taken by Airport Staff with respect thereto

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by D. Craig Johnson to approve the item as presented, with a second by Pete McDevitt. The motion was passed with aye votes by Andrews, Cool, Johnson, McDevitt and Wells.

F. Resolution 25-03 Approving Budget Amendment S25-02

This item was presented by Colleen Plonsky. There was a brief discussion. There was a motion by Mark Andrews to approve the item as presented, with a second by Pete McDevitt. The motion was passed with aye votes by Andrews, Cool, Johnson, McDevitt and Wells.

CONTINGENT ACTION ITEMS

5. DIRECTOR'S REPORT

Deputy Director Andrew Bennett presented the Executive Director's report.

Deputy Director Andrew Bennett updated the Board on FBO activities, Sebring Airport projects that are ongoing or upcoming and Range activities. There was a brief discussion in regard to the range activities. There was a discussion on the current proposed CRA legislation, Executive Director Mike Willingham gave a brief update.

6. DIRECTOR'S BUSINESS

Deputy Director Andrew Bennett introduced John Culver, system Director of Environmental Sustainability for AdventHealth. Mr. Culver gave a presentation on AdventHealth's sustainability efforts and initiatives. Discussion was held.

Vice Chairman Stanley Wells announced a reminder to complete your Form 9 by June 30th and Form 1 by July 1st.

Florida Association of Special Districts (FASD) Ethics Training – just a reminder to complete Ethics training by June 1st. Staff has resent the email with the training information.

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Vice Chairman adjourned meeting at 2:22 pm.



Mike Willingham, Executive Director

June 19, 2025
Approved by Board

May 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
5/5/2025	Ascent Aviation Group	\$7.22	FBO: Wingpoints Issued Thru 04.14.25
5/6/2025	Fraser Auto Repair, Inc. dba	\$4,454.50	FBO: Repairs to Fuel Truck 5000-1
5/6/2025	CAMP Software Inc.	\$297.50	FBO: TFBO Software for 5 Users - May 2025
5/6/2025	Cintas Corporation No. 2 dba	\$109.44	FBO: First Aid Cabinet Replenishment
5/6/2025	Mid Florida Truck Parts Inc	\$6,736.03	FBO: Parts for Fuel Truck #5000-3 Repairs
5/6/2025	Universal Protection Service, LLC	\$13,200.87	SAA: April 2025 Security Services
5/6/2025	Bella Villa 31	\$2,980.00	SAA/FBO: April 2025 Cleaning of Terminal
5/6/2025	C & C Plumbing, Inc.	\$520.45	SAA: T-Hangar Bldg. 108 - Water Flange Leaking Repair
5/6/2025	Cintas	\$204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
5/6/2025	Cintas	\$130.00	SAA/FBO: Monthly Agreement for AED System
5/6/2025	Coastal MRO	\$50.50	FBO: New Employee Drug Screening
5/6/2025	Copy Life Inc	\$370.20	SAA/FBO: April 2025 Copies
5/6/2025	Dan D. Nale	\$1,625.00	SAA: DDN Consulting Services
5/6/2025	Federal Express Corporation	\$22.12	SAA: Express Shipping Charges
5/6/2025	Florida Waste Solutions LLC	\$1,191.20	SAA/FBO: Monthly Waste Collection Services - April 2025
5/6/2025	Heartland Insulation & Acoustics	\$2,400.00	SAA: Building 103 C4 - Spray Foam Insulation
5/6/2025	Heartland Spring Water, Inc.	\$302.00	SAA/FBO: Delivery of 30 Cases of Spring Water
5/6/2025	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Lease of Copy Machines
5/6/2025	Miller & Company P.C.	\$159.00	SAA: Conference with Client and Tenant, TECNAM, to Discuss Benefits of FTZ
5/6/2025	The News Sun	\$1,046.20	SAA: Notice to Bidders - Bid 25-06 S. Partial Parallel Taxiway Delta Rehabilitation
5/6/2025	Paul C Valladares Jr	\$270.00	SAA/FBO: May 2025 Plant Services
5/6/2025	Armando J. de Solo III	\$30.00	FBO: Embroidery on Lineman Shirts
5/6/2025	SWK Technologies, Inc.	\$3,507.50	SAA: Upgrade and Patching for Sage 100 2024
5/6/2025	TechHouse:Intergrated	\$198.20	SAA: General IT Support - Teams Connection; SharePoint Configuration; Email Signature Issue; Executive Director's Computer Freezing
5/6/2025	Textron Specialized Vehicles Inc.	\$17,191.50	SAA: 2 Cushman Hauler 800 Gas EFI - Model 657066
5/6/2025	W & W Lumber - Lake Placid	\$45.74	SAA: Repairs to Sign 0119 By Runway
5/12/2025	Ascent Aviation Group	\$31,374.92	FBO: 100LL Avgas @ KSEF; CC Heartland Warranty Fee/CC Communication Fee
5/13/2025	Ascent Aviation Group	\$21,105.38	FBO: Jet-A Fuel @ KSEF
5/13/2025	Air & Electrical Services, Inc	\$120.41	SAA: Hangar 103 - Reconnected Ductwork; Hung Thermostat
5/13/2025	Craig D Curtis	\$205.00	SAA: Rekeyed 3 Locks and Replaced 1 Lever lock at Hangar 70
5/13/2025	Artistic Towing & Repair Inc.	\$600.00	FBO: Towing of Jet-A Truck to KSEF from APBR
5/13/2025	Bugs Bee-Ware Ext., Inc.	\$330.00	SAA: Palm Tree Health & Maintenance
5/13/2025	Cintas	\$204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
5/13/2025	CivicPlus LLC	\$6,116.96	SAA: Software; Govt Website/ADA Compliance/Community Engagement Subscription Date 4.18.25-4.17.26
5/13/2025	CliftonLarsonAllen	\$437.50	SAA: Monthly Lease & SBITA Software Fees
5/13/2025	Lumen	\$1,151.82	SAA/FBO: May 2025 Fiber Optics
5/13/2025	Rapid Systems	\$143.95	FBO/SAA: April 2025 Monthly Internet for Tower
5/13/2025	TechHouse:Intergrated	\$745.30	SAA: Prepayment for Equipment - New Docking Station; SAA: General IT Support - Teams Meeting; Sign In Issues; Sage Meeting
5/20/2025	Mid Florida Truck Parts Inc	\$1,371.76	FBO: Fuel Truck 5000-3 Repairs to Engine Head
5/20/2025	Mosaix Software Inc.	\$1,315.00	FBO: Avman Series 1 Software - June 2025
5/20/2025	Swift Fuels, LLC	\$7,987.79	FBO: UL94 Avgas @ KSEF
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2025 Chevy Traverse VIN #48390
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2023 Ford Explorer VIN #00724
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2023 Ford Explorer VIN #34722
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2023 Ford Explorer VIN #00623
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2018 Chevy Tahoe VIN #59839
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2017 Ford VIN #14813
5/20/2025	Eric T. Zwayer Tax Collector	\$46.10	SAA: Registration Renewal for 2014 Chevy Tahoe VIN #35527
5/20/2025	Cintas	\$424.63	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens, Red FBO Mats

May 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
5/20/2025	CivilSurv Design Group, Inc.	\$2,250.00	SAA: Professional Svcs for Webster Turn Drive Reconstruction
5/20/2025	Coastal MRO	\$50.50	FBO: Random Drug Screening
5/20/2025	Johnson Controls, Inc.	\$1,244.00	SAA: Repaired Connections on Terminal Strip for AC in Board Room
5/20/2025	My COI, LLC	\$7,500.00	SAA: Software Agreement for COI Launch Package, Annual Access Support and Compliance Management
5/20/2025	Robbins Nursery, Inc.	\$289.30	SAA: Replaced Bushes at Rear of Terminal Building
5/20/2025	SWK Technologies, Inc.	\$460.00	SAA: Researching PO Generation Issue; New Roles for 2 Users, Setup Paperless Office
5/20/2025	TechHouse:Intergrated	\$1,699.99	SAA/FBO: Monthly Recurring Software Fees; General IT Support - My COI Central DKIM/SPF Implementation
5/22/2025	SWK Technologies, Inc.	\$498.75	SAA: Monthly Fee for Sage 100 Secure Cloud Services
5/27/2025	Ascent Aviation Group	\$20,478.78	FBO: Jet-A Fuel @ KSEF
5/27/2025	Atkins North America, Inc.	\$40,476.25	SAA: April 2025 On-Call Consulting Services
5/27/2025	Bryant Miller Olive P.A.	\$6,988.74	SAA: April 2025 Legal Svcs; Landlord/Tenant Dispute with O'Brien Helicopters; RE: SLID Stormwater Treatment
5/27/2025	Cintas	\$224.56	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
5/27/2025	CrawfordTech Government Solutions LLC	\$1,200.00	SAA/CRA: ADA Compliance for April 2025 Board Packet Transcripts
5/27/2025	Department of Management Svcs.	\$719.59	SAA/FBO: March-April 2025 Audio Long Distance & Local Services
5/27/2025	Hanson Professional Services Inc	\$3,500.00	SAA: Independent Fee Estimate Fuel Farm Expansion: CEI Services
5/27/2025	Jack's Lawn Service	\$8,325.00	SAA: May 2025 Lawn & Landscape Care
5/27/2025	Swaine, Harris & Wohl, P.A.	\$3,752.50	SAA: April 2025 General On-Call Services; Legal Svcs; O'Brien Helicopters Eviction; SLID Dispute
5/27/2025	SWK Technologies, Inc.	\$287.50	SAA: Scripting Error; Permissions Issue Resolved
5/27/2025	TechHouse:Intergrated	\$70.88	SAA: General IT Support - Troubleshooting Mike's Laptop Not Charging
5/27/2025	Avon Park Chamber of Commerce	\$275.00	SAA: Chamber of Commerce Networking Luncheon Sponsorship - Deputy Director
5/29/2025	Ascent Aviation Group	\$31,671.87	FBO: 100LL Avgas @ KSEF; WingPoints Issued Thru 05.09.25
5/29/2025	BOS of Florida, Inc.	\$17,248.28	SAA: Boardroom Furniture - 50% Deposit
Total Paid:		\$280,675.54	

May 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/1/2025	NAPA AUTO PARTS SEBRING	\$99.42	SAA: Hydraulic Hoses for Hangar 103 C1
5/2/2025	CREATIVE SIGN DESIGNS	\$615.94	SAA: New Signs for Commercial Hangars
5/3/2025	AMAZON MKTPL NI7YA93E2	\$69.99	FBO: Strobe Light for Golf Cart 1
5/3/2025	WAWA 5373	\$53.37	SAA: Fuel for Operations Vehicle
5/3/2025	GOOGLE YouTube TV	\$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area
5/5/2025	STARLINK INTERNET	\$500.00	SAA/FBO: Monthly Back-Up Satellite Internet Service
5/6/2025	SP SRQCOFFEE.COM	\$149.85	FBO: Coffee Station Replenishment (Coffee)
5/6/2025	GRIFFINS CLEANERS	\$16.12	SAA: Dry Cleaning of Uniform Shirts
5/7/2025	WING AERO PRODUCTS	\$168.73	FBO: Pilots Supplies - Far/Aim, Fuel Tester, and Logbooks
5/7/2025	MYPILOTSTORE.COM	\$75.70	FBO: Pilot Supplies - Clear View Plastic & Glass Cleaner
5/7/2025	EXXON LAMOSS INC.	\$52.32	FBO: Fuel in Courtesy Vehicle
5/7/2025	AMAZON MKTPL NB2AF4U20	\$63.72	FBO: Freezer Bars for Linemen; Plastic Cover for Microwave; Plastic Forks; Salt & Pepper Shakers
5/7/2025	WAWA 5370	\$31.96	FBO: Fuel for Courtesy Vehicle
5/7/2025	GLISSON ANIMAL SUPPLY	\$80.90	FBO: Ear Protection and Straps
5/7/2025	SQ MID FLORIDA TRUCK PAR	\$25.98	FBO: Avgas Fuel Truck Repairs
5/7/2025	REMARKABLE	\$2.99	SAA: Connect Subscription for reMarkable Pad
5/7/2025	HYATT REGENCY ORLANDO	\$249.00	SAA: Deputy Director Lodging for FAC Education & Training Summit
5/8/2025	AMAZON MKTPL NI64B8470	\$12.99	FBO: Pilot Supplies - Disposable Paper Funnels
5/8/2025	AMAZON MKTPL NB18M8WL0	\$41.98	FBO: Complimentary Mints for Lobby
5/8/2025	AMAZON MKTPL NI7HY04H0	\$29.00	FBO: Coffee Station Replenishment (Sugar Packets)
5/8/2025	AMAZON MKTPL NI4FB1O11	\$4.77	FBO: Office Supplies - Binder Dividers
5/8/2025	AMAZON MKTPL NI68L54L0	\$106.98	FBO: Receipt Paper for Jet Truck and Fuel Farm
5/8/2025	YARBROUGH TIRE PROS & SE	\$637.90	FBO: Golf Cart Tires
5/8/2025	Charles Tyrwhitt, Inc.	\$164.42	SAA: Shirts for Deputy Director for Conference Attendance
5/8/2025	INTERNATIONAL TRANSACTION	\$0.03	SAA: Connect Subscription for reMarkable Pad to Connect Desktop to Pad to Share Files
5/9/2025	CIRCLE K 07515	\$48.00	FBO: Fuel for Courtesy Vehicle
5/9/2025	HARBOR FREIGHT TOOLS 538	\$31.48	FBO: Golf Cart Celvis Hitch Used for Towing Equipment
5/9/2025	SQ JENKINS MOTORSPORTS S	\$16.59	FBO: Golf Cart Throttle Cable
5/9/2025	ADOBE SOFTWARE	\$239.90	SAA: Monthly Subscriptions
5/10/2025	WAWA 5373	\$43.97	SAA: Fuel for Operations Vehicle
5/12/2025	WAWA 5370	\$41.60	FBO: Fuel for Courtesy Vehicle
5/12/2025	AMAZON MKTPL NI8JQ28C1	\$30.09	SAA: Office Supplies - Post-It Notes, Page Flags
5/13/2025	HARBOR FREIGHT TOOLS 538	\$80.95	FBO: Pry Bar And Crow Bar
5/13/2025	Amazon.com NI78S92V1	\$44.00	FBO: Operating Supplies - Liquid Hand Soap
5/13/2025	Amazon.com NI2LI4UU1	\$77.14	SAA: Restock of all Batteries, Hanging Folders
5/13/2025	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
5/14/2025	EXXON LAMOSS INC.	\$35.96	FBO: Fuel for Courtesy Vehicle
5/14/2025	AMAZON MKTPL NW53G6C70	\$37.98	FBO: Coffee Station Replenishment (Honey Sticks)
5/14/2025	TRACTOR-SUPPLY-CO #0510	\$98.96	FBO: Golf Cart Celvis Hitch Used for Towing Equipment and Electrical Connectors
5/14/2025	FADED BISTRO & BEER GARDE	\$55.38	SAA: Lunch with Prospect Tenant
5/14/2025	CIRCLE K 07515	\$64.00	SAA: Fuel for Maintenance Truck
5/15/2025	AMAZON MKTPL NZ64B5302	\$98.80	FBO: Powder Energy Drink for Linemen
5/15/2025	THE HOME DEPOT #6340	\$113.34	SAA: Materials to Build Mock-up for Tile on Walls in Terminal Building
5/16/2025	SQ JENKINS MOTORSPORTS S	(\$16.59)	FBO: Refund of Golf Cart Throttle Cable
5/16/2025	WAWA 5370	\$71.68	SAA: Fuel for Operations Vehicle
5/16/2025	RAILROAD TOOLS AND SOLUTI	\$127.38	SAA: Rail Road Switch Lube
5/16/2025	APEX OFFICE PRODUCTS INC	\$217.16	SAA/FBO: Operating Supplies - Toilet Paper & Paper Towels
5/19/2025	SQ MID FLORIDA TRUCK PAR	\$144.92	FBO: Operating Supplies - Oil Dry and Concrete Cleaner
5/19/2025	W & W LMB LAKE PLACID	\$99.96	FBO: Operating Supplies - Lacquer Thinner and Push Brooms
5/20/2025	THE HOME DEPOT #6340	\$155.79	FBO: Operating Supplies - Lacquer Thinner, Acrylic Glass Hole Saw and Jigsaw Blade

May 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/20/2025	TRIANGLE HARDWARE	\$114.96	SAA: Operating Supplies - Bolts, Nuts and Hydraulic Fluid
5/20/2025	GRIFFINS CLEANERS	\$16.12	Dry Cleaning of Uniform Shirts
5/20/2025	HIGHLANDS COUNTY BOCC	\$10.35	SAA: Permit Application for Electrical Meter for High Mast Lighting
5/21/2025	CIRCLE K 07515	\$5.58	FBO: Fuel for Courtesy Vehicle
5/21/2025	CIRCLE K 07515	\$65.00	FBO: Fuel for Courtesy Vehicle
5/21/2025	WAL-MART #0666	\$94.25	FBO: Water for Linemen and Super Glue
5/21/2025	WAWA 5370	\$31.01	FBO: Fuel for Courtesy Vehicle
5/21/2025	WAWA 5373	\$65.94	SAA: Fuel for Operations Vehicle
5/21/2025	MYFLORIDACOUNTY.COM	\$45.54	SAA: Recorded Bonds for Sebring Airport Authority
5/22/2025	AMAZON MKTPL NZ5QG0EE0	\$26.76	SAA: Coffee Station Replenishment (Tea bags)
5/22/2025	SAGE SOFTWARE INC	\$4,470.00	SAA: Annual Subscription Renewal Gold Business
5/23/2025	EXXON LAMOSS INC.	\$100.31	FBO/SAA: Fuel for Golf Cart and Maintenance Truck
5/23/2025	CFX VES WEBSITE	\$6.52	SAA: Out-of-Town Tolls Paid
5/23/2025	VERIZONWRLSS RTCCR VB	\$1,380.51	SAA/FBO: Monthly Mobile Service May 2025
5/24/2025	WAWA 5373	\$59.86	SAA: Fuel for Operations Vehicle
5/24/2025	VBS VONAGE BUSINESS	\$450.37	SAA/FBO: Monthly Phone Service
5/25/2025	Amazon.com NZ6HP9610	\$14.39	SAA: Office Supplies - Manila File Folders
5/26/2025	LIM'HOTEL 0407378	\$136.89	SAA: Lodging Expense for Deputy Director Airshow
5/27/2025	APSAVIATION.COM	\$580.96	FBO: Prist Container, End of Month Testing
5/27/2025	TBL PILOT INSTITUTE	\$159.00	FBO: Drone Classes for FBO Staff
5/27/2025	CIRCLE K 07515	\$72.00	SAA/FBO: Fuel for Maintenance Truck
5/28/2025	GATE #1204	\$19.62	FBO: Fuel for Courtesy Vehicle
5/28/2025	WAWA 5370	\$40.00	FBO: Fuel for Courtesy Vehicle
5/28/2025	SQ MID FLORIDA TRUCK PAR	\$219.97	FBO: Avgas Fuel Truck PTO Switch and Wipers for Jet-A Fuel Truck
5/28/2025	ERAU- EMBRY-RIDDLE AERO.	\$599.00	FBO: FBO Management Certification Class : Safety and Security for FBO
5/28/2025	REALVNC LIMITED	\$276.54	FBO: Remote Login Software for FBO Computers Annual Subscription
5/28/2025	INTERNATIONAL TRANSACTION	\$1.37	SAA: Related to Lodging Expense for Deputy Director
5/28/2025	ALAN JAY CHEVROLET CAD	\$114.72	SAA: Routine Service on Operations Vehicle Traverse
5/28/2025	HRCI.ORG	\$49.00	SAA: Online Course Director of Finance for HR Certification Renewal
5/29/2025	AMAZON MKTPL NN10F68K1	\$19.99	FBO: Complimentary Mints for Lobby
5/29/2025	Amazon.com NN5CB2VF1	\$55.96	FBO: Coffee Station Replenishment (Creamer)
5/29/2025	LORIDA IGNITION	\$377.96	FBO: Jet-A Truck Starter Rebuild
5/29/2025	INTERNATIONAL TRANSACTION	\$2.77	FBO/SAA: RealVNC for Computers
5/29/2025	Mailchimp	\$26.50	SAA: Email Marketing Tool
5/30/2025	EXXON LAMOSS INC.	\$48.75	FBO: Fuel for Courtesy Vehicle
5/30/2025	EXXON LAMOSS INC.	\$52.30	FBO: Fuel for Courtesy Vehicle
5/30/2025	Amazon.com N640C1EC2	\$15.84	FBO: Coffee Station Replenishment (Sugar Packets)
5/30/2025	AMAZON MKTPL N60K36P92	\$200.62	FBO: Avgas Fuel Truck Repairs
5/30/2025	AMAZON MKTPL NN9VK12M1	\$122.15	FBO: New Decals for Fuel Farm and Fuel Trucks
5/30/2025	FLORIDA AIRPORTS COUNC	\$650.00	SAA: FAC Conference/Seminar
5/31/2025	WAL-MART #0666	\$23.96	FBO: Coffee Station Replenishment (Gatorade)
6/1/2025	AMAZON MKTPL N65HM4QE2	\$41.98	FBO: Complimentary Mints for Lobby
6/1/2025	AMAZON MKTPL NN38B5R20	\$35.99	SAA: Electrolyte Hydration Packs for Linemen
6/1/2025	WWW.EBRIDGE.COM	\$175.00	SAA: Monthly Fee for Record Retention
6/2/2025	SP SRQCOFFEE.COM	\$235.80	FBO: Coffee Station Replenishment (Coffee)
6/2/2025	WAWA 5373	\$48.78	SAA: Fuel for Operations Vehicle
6/2/2025	CIRCLE K 07515	\$63.00	SAA/FBO: Fuel for Maintenance Truck
6/2/2025	AIR FRANCE 0572339018360	\$259.50	SAA: Travel Expense - Airfare to Attend Paris Airshow
6/2/2025	HARBOR FREIGHT TOOLS 538	\$49.99	SAA: Chord for Remote Generator
6/2/2025	THE HOME DEPOT #6340	\$465.22	SAA: Backup Generator Connection for Hangar Doors
6/3/2025	AMAZON MKTPL NH95W6FP2	\$13.98	FBO: Glasses Lens Wipes
6/3/2025	GOOGLE YouTube TV	\$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area
6/3/2025	AMAZON MKTPL NH2PU9OV2	\$89.97	SAA: 30 Flash Drives to Download/Save Data

Total Due: \$18,009.55

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 6/13/2025
 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ALLIED Universal Protection Service, LLC 17149723 MAY 2025	5/31/2025	6/30/2025	13,536.77	13,536.77	0.00	0.00	0.00	0.00	SAA: May 2025 Security Services
Vendor ALLIED Totals:			13,536.77	13,536.77	0.00	0.00	0.00	0.00	
BRYANT Bryant Miller Olive P.A. 86016 SLID	5/31/2025	6/30/2025	3,483.14	3,483.14	0.00	0.00	0.00	0.00	SAA: May 2025 Legal Svcs; SLID Stormwater Treatment
Vendor BRYANT Totals:			3,483.14	3,483.14	0.00	0.00	0.00	0.00	
CIVILSU CivilSurv Design Group, Inc. 442-001001-23	5/31/2025	6/30/2025	4,240.00	4,240.00	0.00	0.00	0.00	0.00	SAA: Professional Svcs Webster Turn Drive
Vendor CIVILSU Totals:			4,240.00	4,240.00	0.00	0.00	0.00	0.00	
DIANARI Diana Ries Designs, Inc. 14731	5/31/2025	6/30/2025	1,406.00	1,406.00	0.00	0.00	0.00	0.00	SAA/CRA: May 2025 Website Updates
Vendor DIANARI Totals:			1,406.00	1,406.00	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn Service 2465	6/1/2025	7/1/2025	1,275.00	1,275.00	0.00	0.00	0.00	0.00	SAA: April 2025-June 2025 Lawn Care at Diversified CPC
2466	6/1/2025	7/1/2025	600.00	600.00	0.00	0.00	0.00	0.00	SAA: Cleanup on Canal Bank & First Time Mowing
2467	6/1/2025	7/1/2025	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: June 2025 Lawn & Landscape Care
Vendor JACKS Totals:			10,200.00	10,200.00	0.00	0.00	0.00	0.00	
SHUTTS Shutts & Bowen, LLP 1992690 MAY 2025	5/31/2025	6/30/2025	700.00	700.00	0.00	0.00	0.00	0.00	SAA: May 2025 Legal Svcs: Star Farms - ED Haywood Taylor
Vendor SHUTTS Totals:			700.00	700.00	0.00	0.00	0.00	0.00	
SWAINE Swaine, Harris & Wohl, P.A. 166346 OC	5/31/2025	6/30/2025	1,652.04	1,652.04	0.00	0.00	0.00	0.00	SAA: May 2025 General On-Call Services
166347 SLID	5/31/2025	6/30/2025	660.00	660.00	0.00	0.00	0.00	0.00	SAA: May 2025 Legal Svcs; SLID Dispute
Vendor SWAINE Totals:			2,312.04	2,312.04	0.00	0.00	0.00	0.00	
Report Totals:			35,877.95	35,877.95	0.00	0.00	0.00	0.00	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 6/13/2025
 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									
1117033	6/3/2025	6/23/2025	20,170.87	20,170.87	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel @ KSEF
Vendor ASCENT Totals:			<u>20,170.87</u>	<u>20,170.87</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>20,170.87</u></u>	<u><u>20,170.87</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

Sebring Airport Authority Agenda Item Summary

Meeting Date: June 19, 2025

Presenter: Mike Willingham

Agenda Item: Webster Turn Drive Reconstruction - Dickerson Infrastructure, Inc. - Award and Contract

Background: Staff advertised ITB #25-05 for Webster Turn Drive Reconstruction, four (4) bids were received and evaluated by the Engineer of Record, CivilSurv. In accordance with the bid documents, the selection and awarding of the bid is to be based on the Base Bid with Bid Alternate. The apparent low bidder for the Base Bid with Bid Alternate is Dickerson Infrastructure, Inc. The engineer's opinion of probable construction costs (EOPCC) for the Base Bid with Bid Alternate was \$2,497,545.00 including a 10% contingency factor and budget total of \$2,500,000. The total bid from Dickerson Infrastructure, Inc. of \$2,292,389.00 is less than the EOPCC.

Construction will be fully funded through the recently approved Florida Jobs Growth Grant and FDOT Grant 446366-1-54-01.

Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the amount of \$2,292,289.00 (Two Million Two Hundred Ninety-Two Thousand Two Hundred Eighty-Nine Dollars and Zero Cents).

Board Action:

Approved **X**
Denied
Tabled

May 12, 2025



Mr. Andrew Bennett
Deputy Director
Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870
andrew@sebring-airport.com

**RE: Recommendation of Award
Webster Turn Drive Reconstruction
Bid No. 25-05; FDOT FM No. 446366-1-54-01
CivilSurv No.: 442-001001**

Mr. Bennett:

The following is a summary of the technical evaluations of the bids received for the Webster Turn Drive Reconstruction Project. Four bids were received and are summarized as follows:

BIDDER	BASE BID	BASE BID PLUS BID ALTERNATE
Cathcart Construction Company – FL, LLC	\$1,990,199.90	\$3,995,642.90
Dickerson Infrastructure, Inc.	\$1,312,179.50	\$2,292,389.00
Excavation Point, Inc.	\$1,550,279.00	\$2,667,317.00
Quality Enterprises	\$1,589,215.70	\$2,562,840.60

The bid from Cathcart Construction Company – FL, LLC is disregarded, per Bid Addendum 02. The Notice to Bidders/Invitation for Bids stated that proposals must be sent/delivered to the Sebring Airport Authority (SAA) or through DEMANDSTAR, however, Bid Addendum 02 rescinded acceptance of the bid documents through DEMANDSTAR stating that “Any documents uploaded to DEMANDSTAR will be disregarded”. The bid from Cathcart Construction Company – FL, LLC acknowledged Bid Addendum 02, however their bid was received only via DEMANDSTAR and should be disregarded in accordance with the Bid Addendum 02.

The unit costs for each bid were multiplied by the corresponding bid quantities to verify the calculated totals match the overall bids. The following discrepancies were found:

- Dickerson Infrastructure, Inc.
 - Base Bid with Bid Alternate – Pay Item 430-982-129 Mitered End Section, Optional, Round, 24” CD – The quantity for this pay item is 3 Each, the bid price was \$4,000 each which should have resulted in a bid extension of \$12,000, however, the bid extension was listed as \$4,000. The total amount bid of \$2,292,389.00 included the correct extension of \$12,000 so the error does not impact the bid total.

www.CivilSurv.com
Small Business Enterprise



- Excavation Point, Inc.
 - Base Bid with Bid Alternate – Pay Item 425-1-711 Inlets, Gutter, Type V, < 10' – There was a typo in the written unit price. The written unit price was “Six Thousand Fixity-Five dollars and Zero cents. The numerical amount is \$6,055.00 which agrees with the bid extension and appears to be the intent of the written amount.
- Quality Enterprises
 - No discrepancies found.

Qualification requirements are summarized as follows:

- Bidder must attend the mandatory pre-bid conference and site visit.
 - Dickerson Infrastructure, Inc.:
 - Qualification satisfied. Moe Madrigal with Dickerson Infrastructure, Inc. attended the meeting and site visit.
 - Excavation Point, Inc.:
 - Qualification satisfied. Donnie Dewey and Tal Rancourt with Excavation Point, Inc. attended the meeting and site visit.
 - Quality Enterprises:
 - Qualification satisfied. Dewey Noble with Quality Enterprises attended the meeting and site visit.
- Bidder shall submit as part of the bid the DBE Utilization Statement.
 - Dickerson Infrastructure, Inc.:
 - Qualification satisfied. Dickerson Infrastructure, Inc. submitted the DBE Utilization Statement. It should be noted that while the DBE goal is 11.24%, the commitment was for a minimum of 2.08% DBE utilization and the bid did not include documentation of a good faith effort to meet the 11.24% DBE goal. The bid documents allow for the owner to reject the bid because of underutilization but does not mandate that the bid be rejected. In discussing with SAA, it is understood DBE utilization would not be a basis for rejecting the bid.
 - Excavation Point, Inc:
 - Qualification satisfied. Excavation Point, Inc. submitted the DBE Utilization Statement. The statement showed a minimum of 0.3% DBE commitment which is less than the 11.24% DBE goal. See above note on DBE underutilization.
 - Quality Enterprises:
 - Qualification satisfied. Quality Enterprises submitted the DBE Utilization Statement. The statement showed a minimum of 12.05% DBE utilization which exceeded the 11.24% DBE goal.
- Bidder must provide a list of major projects over the past ten (10) years.
 - Dickerson Infrastructure, Inc.:
 - Qualification satisfied. List of major projects with references was included with the bid. The references were contacted and are summarized below.
 - Butch Terpening, PE – Culpepper & Terpening, Inc.
Butch confirmed he was familiar with Dickerson as the contractor for the Midway Road widening project completed for St. Lucie County. Butch spoke positively of his experience with Dickerson. There were some scope changes to the project requested by St. Lucie County and the

project was completed within the allowable budget and time including the additional budget and time added for the scope changes.

- Ken Kroll, Project Engineer – Creative Engineering Group
Ken confirmed he was familiar with Dickerson from the Kings Highway and Indrio Road Intersection project performed for St. Lucie County. He was well pleased with their performance and they completed the project under budget and prior to the project completion date.
- Kelly Cowger, P.E., Sr. Construction PM – Consor Engineering, Inc.
Kelly confirmed she was familiar with Dickerson from the Indrio Road 2-lane to 4-lane widening project performed for FDOT. The original bid amount for the project was \$23,950,804.42 with a contract time of 824 allowable days. At the time of final acceptance, the project was performed at 97% of the budget and 99% of the allowable contract time, which included weather and holiday time extensions.
- Excavation Point, Inc.:
 - Qualification satisfied. List of major projects with references was included with the bid.
- Quality Enterprises:
 - Qualification satisfied. List of major projects with references was included with the bid.
- Bidder must provide the required bid attachments (Proposal Form, Equal Employment Opportunity Report Statement, Certification of Non-Segregated Facilities, Public Entity Crime Affidavit, Bidders Qualifications, and Proposal Bond).
 - Dickerson Infrastructure, Inc.:
 - Qualification satisfied.
 - Excavation Point, Inc.:
 - Qualification satisfied.
 - Quality Enterprises:
 - Qualification satisfied.
- Bidder must acknowledge receipt of Addenda.
 - Dickerson Infrastructure, Inc.:
 - Qualification satisfied. Addendum 1 and 2 acknowledged.
 - Excavation Point, Inc.:
 - Qualification satisfied. Addendum 1 and 2 acknowledged.
 - Quality Enterprises:
 - Qualification satisfied. Addendum 1 and 2 acknowledged.

In accordance with the bid documents, the selection and awarding of the bid is to be based on the Base Bid with Bid Alternate. The apparent low bidder for the Base Bid with Bid Alternate is Dickerson Infrastructure, Inc. The apparent second low bidder is Quality Enterprises.

The engineer's opinion of probable construction costs (EOPCC) for the Base Bid with Bid Alternate was \$2,497,545, including a 10% contingency factor and budget total of \$2,500,000. The total bid from Dickerson Infrastructure, Inc. of \$2,292,389.00 is less than the EOPCC.

Based on the information provided, it is recommended that the low bidder, Dickerson Infrastructure, Inc. is the successful bidder with Quality Enterprises being the next to contact if negotiations cannot be made with the low bidder.

For any questions or comments regarding this letter, please do not hesitate to contact our office at (863) 646-4771.

Sincerely,

CIVILSURV DESIGN GROUP, INC.



Mark J. Frederick, PE, CFM, ENV SP, PMP
Vice President of Civil Engineering

cc: Holly Randolph (FDOT); Richard Wawrzyniak (AtkinsRealis); and Heather Meyer (AtkinsRealis)

CONTRACT

THIS CONTRACT made and entered into this 19th day of June, 2025, by and between the SEBRING AIRPORT AUTHORITY (the "Owner") and DICKERSON INFRASTRUCTURE, INC. DBA DICKERSON FLORIDA, INC. ("Contractor") concerns the project entitled **WEBSTER TURN DRIVE RECONSTRUCTION**.

WITNESSETH:

WHEREAS, the Owner has a project entitled WEBSTER TURN DRIVE RECONSTRUCTION, 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 \$2,292,389.00 (Two Million, Two Hundred Ninety-Two Thousand, Three Hundred Eighty-Nine Dollars, and Zero Cents) 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) for the Base Bid and Bid Alternate under Bid No. 25-05 on file at the Office of the Executive Director, Sebring Airport Authority, Sebring Regional Airport, 128 Authority Lane, Sebring, Florida 33870, which are duly approved by the Owner and which said Plans, Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
2. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and the City of Sebring, Florida and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Owner and the City of Sebring, Florida or any of their officers, agents or servants may be put, by reason of injury or death to persons or injury to property of other resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act of omission on the part of the Contractor, or his or her agent or agents, employees or servants.
3. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of \$2,292,389.00 (Two Million, Two Hundred Ninety-Two Thousand, Three Hundred Eighty-Nine Dollars, and Zero Cents) (the said sum being the total of the Contractor's base bid with bid alternate, 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 one hundred fifty (150) 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 Two Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$2,667.00) 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 Five Hundred and 00/100 Dollars (\$500.00) 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, \$2,292,389.00 (Two Million, Two Hundred Ninety-Two Thousand, Three Hundred Eighty-Nine Dollars, and Zero Cents) 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 and not less than \$5,000,000 annual general aggregate, 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 Pollution and Remediation Legal Liability. Pollution and Remediation Legal Liability insurance in an amount not less than \$1,000,000 per claim insuring the Authority against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises

25.5 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.

25.6 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.

25.7 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.

25.8 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.

25.9 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 14th day after payment is due. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sebring Airport Authority. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. Sebring Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.
 34. DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the award and performance of Owner contracts.
 35. Government Agencies which are not Parties. Neither the Federal Aviation Administration nor the Florida Department of Transportation has nor will they incur any obligations to Contractor under this Contract.
 36. Headings. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
 37. Entire Agreement. This Contract, including all Contract documents, constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

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

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

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

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

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

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

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

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

45. Termination of Contract

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

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

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

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

49. Florida Public Records laws. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes to the Owner's duty to provide Public Records relating to this agreement, contact Mike Willingham, the custodian of Public Records at (863) 314-1300, Mike@sebring-airport.com or 128 Authority Ln, Sebring, FL 33870.

50. 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:
Michael B. Bryant
President
Dickerson Infrastructure, Inc.
dba Dickerson Florida, Inc.
3211 N. 25th Street
Ft. Pierce, FL
34946

SAA:
Executive Director
Mike Willingham
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:

Jami Olive
Printed Name: Jami Olive

Colleen Flonsky
Printed Name: Colleen Flonsky

Cynthia Cheatham
Printed Name: Cynthia Cheatham

Christine Antreau
Printed Name: Christine Antreau

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

By: [Signature]
 Stanley Wells, Chairman or
 Craig Johnson, Vice Chairman

Attest: [Signature]
 Carl Cool Craig Johnson, Secretary or Vice-Chairman
 Jason Dunkel, Asst. Secretary

(Corporate Seal)



CONTRACTOR: Dickerson Infrastructure,
Inc. dba Dickerson Florida, Inc.

By: [Signature]
Printed Name: Michael B. Bryant

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. §§ 2000 d 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 provisions 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.

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: June 19, 2025

PRESENTER: Mike Willingham

AGENDA ITEM: Contract for Continuing Services - Professional Aviation Consulting – Hanson Professional Services, Inc.

BACKGROUND: Airport advertised RFQ 25-02 on February 28, 2025 and six (6) qualification packages were received. A selection committee was formed and ranked all firms resulting in a recommendation to award continuing services contracts for the top four (4) ranked firms. The Board approved the committee's recommendation on April 17, 2025.

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

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

CONTRACT FOR CONTINUING SERVICES
(Construction Projects & Study Activity)

This Contract is made by and between the **SEBRING AIRPORT AUTHORITY**, hereinafter referred to as the **AUTHORITY**, and **HANSON PROFESSIONAL SERVICES, INC.**, a Delaware corporation, hereinafter referred to as the **CONSULTANT**, with a principal office at 2300 Maitland Center Parkway, Suite 310, Maitland, FL 32751. In consideration of the mutual promises contained herein, the **AUTHORITY** and the **CONSULTANT** agree:

The **CONSULTANT**'s responsibility under this Contract is to provide professional services related to tasks and projects hereinafter provided. These services may include aviation consulting, engineering, and other professional services as described in the response **CONSULTANT** provided with respect to the Request for Qualifications 25-02. This Contract shall be deemed a "continuing contract" under Section 287.055, Florida Statutes.

The services performed by the **CONSULTANT** under this Contract may include professional services for construction or study activity projects in which the estimated construction cost of each individual construction project or the fee of each individual study does not exceed the maximum amount permitted for a continuing contract pursuant to applicable law, including Section 287.055(2)(g), Florida Statutes, as may be amended.

Provisions of this Contract may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect of the nature of this Contract.

Significant tasks or projects shall be initiated by a separate Consultant Services Authorization (CSA) which will include a Scope of Services and Schedule of Payments. Each CSA shall identify whether it is a construction or study activity project, and shall include a duration during which the services shall be performed by the **CONSULTANT** based on the nature of the work as approved by the **AUTHORITY**. General consulting work shall not require a separate CSA.

This Contract shall be effective upon the date of execution by all parties and shall continue thereafter until terminated in accordance with the General Terms and Conditions attached hereto.

The **AUTHORITY** shall pay the **CONSULTANT** for satisfactory performance, as specified, subject to additions and deletions by amendments as otherwise provided in this Contract.

Services of the **CONSULTANT** shall be under the general direction of designated individuals, who shall act as the **AUTHORITY**'s representative during the performance of this Contract. The **CONSULTANT** shall submit to the **AUTHORITY** a brief written report concerning the status of active projects.

This Contract shall include the following documents, which are attached to and hereby made a part of this Contract:

- Attachment 1: General Terms and Conditions
- Attachment 2: Compensation Schedule

IN WITNESS WHEREOF, the AUTHORITY and CONSULTANT have made and executed this Contract as of the 30th day of May, 2025.

(corporate seal)



SEBRING AIRPORT AUTHORITY

By 
Mike Willingham, Executive Director



(corporate seal)

HANSON PROFESSIONAL SERVICES, INC.

By Todd M. Merrihew

Print Name: Todd Merrihew
Print Title: Aviation Market Principal, Sr. Vice
President Administration

By Blake Swafford

Print Name: Richard Swafford
Print Title: Regional Vice President, Aviation

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS TO THE CONTRACT FOR CONTINUING SERVICES BY AND BETWEEN SEBRING AIRPORT AUTHORITY AND HANSON PROFESSIONAL SERVICES, INC.

This Attachment contains the general terms and conditions for the Contract for Continuing Services (herein referred to as the "Contract") dated June 19th, 2025, by and between the SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and HANSON PROFESSIONAL SERVICES, INC., a Florida corporation, (herein referred to as the "CONSULTANT").

ARTICLE 1 – PAYMENTS TO CONSULTANT

The CONSULTANT will bill the AUTHORITY at the amounts set forth in the Schedule of Payments for services satisfactorily rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in a Consultant Services Authorization ("CSA") for specific services initiated pursuant to the Contract. The amounts billed shall be pursuant to the Compensation Schedule set forth in Attachment 2 of the Contract and shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

ARTICLE 2 – REIMBURSABLES

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the AUTHORITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to the Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the Contract or applicable CSA. Invoices must reference the current purchase order number (if any). Payment shall be made in accordance with the CSA for specific projects.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants.

The AUTHORITY shall exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 5 – TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

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

Contact Person for the Consultant:

Richard Swafford
Regional Vice President, Aviation
Hanson Professional Services, Inc.
6230 University Parkway
Sarasota, Florida 34240
(o) 321-214-9315
bswafford@hanson-inc.com

Contact Person for Authority:

Mike Willingham
Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
(o) 863-655-6455 ext. 1300
mike@sebring-airport.com

ARTICLE 8 - SUBCONTRACTING

For any specific project, the CONSULTANT reserves the right to select necessary subcontractors.

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

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

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract or any CSA unless it has all insurance required under this paragraph and that insurance has been approved by the AUTHORITY. In the event the insurance coverage expires prior to the completion of any Project, a renewal certificate shall be issued 30-days prior to said expiration date.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict

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

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

ARTICLE 12 - STANDARD OF CARE

The CONSULTANT covenants that all services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions.

ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons

employed or utilized by the CONSULTANT in the performance of the Contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other, which shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its

fault or negligence. Such causes may include, but are not limited to: acts of God, the AUTHORITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractor's work.

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

ARTICLE 18 – ARREARS

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

ARTICLE 19 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY, if requested, reproducibles and computer files of all final documents and materials prepared by and for the AUTHORITY under this Contract and any CSA, including, but not limited to Project Specifications and Record Drawings. All documents provided by CONSULTANT to AUTHORITY shall be delivered both in hard-copy and in digital, hyperlink formats.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AUTHORITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the AUTHORITY's prior written consent unless required by a law, notwithstanding that the CONSULTANT will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the AUTHORITY's expense shall be and remain its property and may be reproduced and reused at the direction of the AUTHORITY.

CONSULTANT shall grant the AUTHORITY unlimited license to use all work product to complete any on-going projects, provided that use by the AUTHORITY of the work product is at the AUTHORITY's sole risk and without liability or legal exposure to CONSULTANT or anyone working by or through CONSULTANT and further provided that CONSULTANT is paid all undisputed monies due under the applicable project from which the work product was rendered.

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 – ACCESS AND AUDITS

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

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

ARTICLE 24 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

ARTICLE 25 – SURVIVAL

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

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 27 – ENFORCEMENT COSTS

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

ARTICLE 28 – AUTHORITY TO PRACTICE

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

ARTICLE 29 - SEVERABILITY

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

ARTICLE 30 – AMENDMENTS AND MODIFICATION

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

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

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

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

ARTICLE 31 – CONSTRUCTION COST AND ESTIMATES

As to construction projects, the "Construction Cost" shall be the total cost or estimated cost to the AUTHORITY of all elements of the Project(s), including design costs, designed or specified by the CONSULTANT including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the AUTHORITY and equipment designed, specified, selected or specially

provided for by the CONSULTANT, including a reasonable allowance of the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

The ability to complete Projects at or under budget is of great importance to the AUTHORITY. Evaluations of individual Project budget(s), preliminary estimates of Construction Cost, and detailed estimates of Construction Cost prepared by the CONSULTANT, shall represent the CONSULTANT's best judgment as a design professional familiar with the construction industry.

CONSULTANT shall review the Project budget prior to undertaking substantive work on the Project. If CONSULTANT initially determines that the Construction Cost will likely exceed the budget, CONSULTANT shall promptly notify AUTHORITY in writing and suspend further work on the Project.

If CONSULTANT initially believes that the Construction Cost of the proposed Project will likely not exceed the budget, CONSULTANT shall proceed with its work until it has completed approximately thirty percent (30%) of the Project's overall professional services, at which point CONSULTANT shall deliver to AUTHORITY a detailed written estimate of Construction Cost ("First Estimate"). The AUTHORITY shall review the First Estimate and provide a written directive to either continue or suspend work on the Project.

If AUTHORITY has directed CONSULTANT to continue work on the Project, CONSULTANT shall proceed with its work until it has completed approximately ninety percent (90%) of the Project's overall professional services, at which point CONSULTANT shall deliver to AUTHORITY another detailed written estimate of Construction Cost ("Second Estimate"). If the Second Estimate exceeds the First Estimate by more than five percent (5%), the CONSULTANT shall explain, in writing, the reason(s) for the increase. The AUTHORITY shall review the Second Estimate and provide a written directive to either continue or suspend work on the Project.

If the Second Estimate is exceeded by the lowest bona fide bid or negotiated proposal, the AUTHORITY shall:

- 31.1 give written approval of an increase in such fixed limit;
- 31.2 authorize rebidding or renegotiating of the project(s) within a reasonable time;
- 31.3 abandon the project(s); or
- 31.4 cooperate in revising the project(s) scope and quality as required to reduce the Construction Cost.

If the AUTHORITY chooses to proceed in accordance with either 31.2 or 31.4 above, the CONSULTANT shall, at its own expense, either a) modify the contract documents or plans, as necessary and subsequently approved by the Authority, or b) re-bid the Project to achieve a lower bona fide bid or negotiated proposal. If no such lower bid or proposal can be obtained after appropriate modification of the contract documents, AUTHORITY may proceed in accordance with 31.1, 31.3 or any other option that may be available to AUTHORITY in the AUTHORITY's discretion.

ARTICLE 32 – AUTHORITY’S RESPONSIBILITIES

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

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

ARTICLE 33 – NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

Richard Swafford
Regional Vice President, Aviation
Hanson Professional Services, Inc.
6230 University Parkway
Sarasota, Florida 34240

ARTICLE 34 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing the Contract, CONSULTANT certifies that it is not subject to denial or revocation of the right to transact business with public entities pursuant to s. 287.133, Florida Statutes.

ARTICLE 35 – SCRUTINIZED COMPANIES

By signing the Contract, CONSULTANT certifies that it is not ineligible, pursuant to Florida Statute 287.135, to bid on, submit a proposal for, or enter into or renew a contract pursuant to Florida Statute 287.135. AUTHORITY may terminate the Contract at its option if CONSULTANT is found to have submitted a false certification pursuant to section 287.135, F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. AUTHORITY may also terminate the Contract at its option if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 36 – COMPLIANCE WITH ALL LAWS

In provision of services pursuant to the Contract, CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations.

ARTICLE 37 – PUBLIC RECORDS

AS REQUIRED BY § 119.0701(2)(a), FLORIDA STATUTES: IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Mike Willingham

**AT 863-314-1305, EMAIL: mike@sebring-airport.com OR 128
AUTHORITY LANE, SEBRING, FLORIDA 33870.**

CONSULTANT shall:

- 37.1 Keep and maintain public records required by AUTHORITY to perform services.
- 37.2 Upon request from AUTHORITY's custodian of public records, CONSULTANT shall provide the AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 37.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONSULTANT does not transfer the records to the AUTHORITY.
- 37.4 Upon completion of the Contract, transfer, at no cost to the AUTHORITY, all public records in possession of CONSULTANT or keep and maintain public records required by AUTHORITY to perform the services. If the CONSULTANT transfers all public records to the AUTHORITY upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's custodian of public records, in a format that is compatible with the information technology systems of the AUTHORITY.

E-Verify.

- (a) CONSULTANT 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 CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien.
 2. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 1. A public employer, CONSULTANT, or subconsultant 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 subconsultant knowingly violated this subsection, but the CONSULTANT otherwise complied with this subsection, shall promptly notify the CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant.

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) CONSULTANT is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

-- END ATTACHMENT 1 --

**2025 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES**

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$132.00
ENGINEER/SCIENTIST II	\$137.00
ENGINEER/SCIENTIST III	\$149.00
ENGINEER/SCIENTIST IV	\$166.00
ENGINEER/SCIENTIST V	\$193.00
ENGINEER/SCIENTIST VI	\$222.00
ENGINEER/SCIENTIST VII	\$260.00
ENGINEER/SCIENTIST VIII	\$295.00
PRINCIPAL	\$330.00

2. **TECHNICAL POSITIONS:**

AIDE	\$70.00
TECHNICIAN I	\$82.00
TECHNICIAN II	\$98.00
TECHNICIAN III	\$110.00
TECHNICIAN IV	\$123.00
TECHNICIAN V	\$137.00
TECHNICIAN VI	\$153.00
TECHNICIAN VII	\$158.00
TECHNICIAN VIII	\$165.00
MANAGER/DESIGNER	\$175.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$79.00
ADMINISTRATIVE II	\$82.00
ADMINISTRATIVE III	\$88.00
ADMINISTRATIVE IV	\$103.00
ADMINISTRATIVE V	\$119.00
ADMINISTRATIVE VI	\$145.00
ADMINISTRATIVE VII	\$209.00

4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
8. Separate data hosting charges and/or a five percent technology fee will be assessed, depending on the nature of the services provided.
9. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.
10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
11. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: June 19, 2025

PRESENTER: Mike Willingham

AGENDA ITEM: Contract for Continuing Services - Professional Aviation Consulting – RS&H, INC.

BACKGROUND: Airport advertised RFQ 25-02 on February 28, 2025 and six (6) qualification packages were received. A selection committee was formed and ranked all firms resulting in a recommendation to award continuing services contracts for the top four (4) ranked firms. The Board approved the committee's recommendation on April 17, 2025.

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

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

CONTRACT FOR CONTINUING SERVICES
(Construction Projects & Study Activity)

This Contract is made by and between the **SEBRING AIRPORT AUTHORITY**, hereinafter referred to as the AUTHORITY, and **RS&H, INC.**, a Florida corporation, hereinafter referred to as the CONSULTANT, whose address is 10748 Deerwood Park Boulevard South, Jacksonville, FL 32256. In consideration of the mutual promises contained herein, the AUTHORITY and the CONSULTANT agree:

The CONSULTANT's responsibility under this Contract is to provide professional services related to tasks and projects hereinafter provided. These services may include aviation consulting, engineering, and other professional services as described in the response CONSULTANT provided with respect to the Request for Qualifications 25-02. This Contract shall be deemed a "continuing contract" under Section 287.055, Florida Statutes.

The services performed by the CONSULTANT under this Contract may include professional services for construction or study activity projects in which the estimated construction cost of each individual construction project or the fee of each individual study does not exceed the maximum amount permitted for a continuing contract pursuant to applicable law, including Section 287.055(2)(g), Florida Statutes, as may be amended.

Provisions of this Contract may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect of the nature of this Contract.

Significant tasks or projects shall be initiated by a separate Consultant Services Authorization (CSA) which will include a Scope of Services and Schedule of Payments. Each CSA shall identify whether it is a construction or study activity project, and shall include a duration during which the services shall be performed by the CONSULTANT based on the nature of the work as approved by the AUTHORITY. General consulting work shall not require a separate CSA.

This Contract shall be effective upon the date of execution by all parties and shall continue thereafter until terminated in accordance with the General Terms and Conditions attached hereto.

The AUTHORITY shall pay the CONSULTANT for satisfactory performance, as specified, subject to additions and deletions by amendments as otherwise provided in this Contract.

Services of the CONSULTANT shall be under the general direction of designated individuals, who shall act as the AUTHORITY's representative during the performance of this Contract. The CONSULTANT shall submit to the AUTHORITY a brief written report concerning the status of active projects.

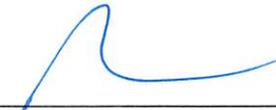
This Contract shall include the following documents, which are attached to and hereby made a part of this Contract:

- Attachment 1: General Terms and Conditions
- Attachment 2: Compensation Schedule

IN WITNESS WHEREOF, the AUTHORITY and CONSULTANT have made and executed this Contract as of the 19th day of June, 2025.



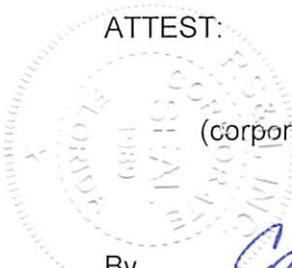
SEBRING AIRPORT AUTHORITY

By 
Print Name: Mike Willingham
Print Title: Executive Director

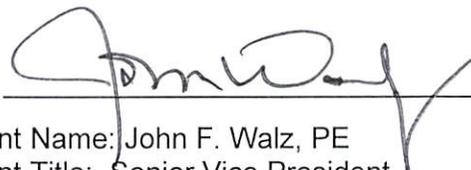
RS&H, Inc.

ATTEST:

(corporate seal)

A circular corporate seal for RS&H, Inc. The outer ring contains the text "RS&H, INC." and "FLORIDA" at the bottom. The center contains the text "CORPORATE SECRETARY" and the year "1989".

By 
Print Name: Cathy G. Scott
Print Title: Assistant Corporate Secretary

By 
Print Name: John F. Walz, PE
Print Title: Senior Vice President

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS TO THE CONTRACT FOR CONTINUING SERVICES BY AND BETWEEN SEBRING AIRPORT AUTHORITY AND RS&H, INC.

This Attachment contains the general terms and conditions for the Contract for Continuing Services (herein referred to as the "Contract") dated June 19th, 2025, by and between the SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and RS&H, Inc., a Florida corporation, (herein referred to as the "CONSULTANT").

ARTICLE 1 – PAYMENTS TO CONSULTANT

The CONSULTANT will bill the AUTHORITY at the amounts set forth in the Schedule of Payments for services satisfactorily rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in a Consultant Services Authorization ("CSA") for specific services initiated pursuant to the Contract. The amounts billed shall be pursuant to the Compensation Schedule set forth in Attachment 2 of the Contract and shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

ARTICLE 2 – REIMBURSABLES

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the AUTHORITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to the Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the Contract or applicable CSA. Invoices must reference the current purchase order number (if any). Payment shall be made in accordance with the CSA for specific projects.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants.

The AUTHORITY shall exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 5 – TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

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

Contact Person for the Consultant:	Rodney Bishop, PE Executive Vice President - Infrastructure RS&H 3200 Southwest Freeway, Ste 3150 Houston, Texas 77027 (o) 713-914-4416 Rodney.Bishop@rsandh.com
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Contact Person for Authority:

Mike Willingham
Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
(o) 863-655-6455 ext. 1300
mike@sebring-airport.com

ARTICLE 8 - SUBCONTRACTING

For any specific project, the CONSULTANT reserves the right to select necessary subcontractors.

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

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

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract or any CSA unless it has all insurance required under this paragraph and that insurance has been approved by the AUTHORITY. In the event the insurance coverage expires prior to the completion of any Project, a renewal certificate shall be issued 30-days prior to said expiration date.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict

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

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

ARTICLE 12 - STANDARD OF CARE

The CONSULTANT covenants that all services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions.

ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons

employed or utilized by the CONSULTANT in the performance of the Contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other, which shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its

fault or negligence. Such causes may include, but are not limited to: acts of God, the AUTHORITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractor's work.

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

ARTICLE 18 – ARREARS

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

ARTICLE 19 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY, if requested, reproducibles and computer files of all final documents and materials prepared by and for the AUTHORITY under this Contract and any CSA, including, but not limited to Project Specifications and Record Drawings. All documents provided by CONSULTANT to AUTHORITY shall be delivered both in hard-copy and in digital, hyperlink formats.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AUTHORITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the AUTHORITY's prior written consent unless required by a law, notwithstanding that the CONSULTANT will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the AUTHORITY's expense shall be and remain its property and may be reproduced and reused at the direction of the AUTHORITY.

CONSULTANT shall grant the AUTHORITY unlimited license to use all work product to complete any on-going projects, provided that use by the AUTHORITY of the work product is at the AUTHORITY's sole risk and without liability or legal exposure to CONSULTANT or anyone working by or through CONSULTANT and further provided that CONSULTANT is paid all undisputed monies due under the applicable project from which the work product was rendered.

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 – ACCESS AND AUDITS

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

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

ARTICLE 24 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

ARTICLE 25 – SURVIVAL

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

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 27 – ENFORCEMENT COSTS

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

ARTICLE 28 – AUTHORITY TO PRACTICE

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

ARTICLE 29 - SEVERABILITY

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

ARTICLE 30 – AMENDMENTS AND MODIFICATION

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

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

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

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

ARTICLE 31 – CONSTRUCTION COST AND ESTIMATES

As to construction projects, the "Construction Cost" shall be the total cost or estimated cost to the AUTHORITY of all elements of the Project(s), including design costs, designed or specified by the CONSULTANT including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the AUTHORITY and equipment designed, specified, selected or specially

provided for by the CONSULTANT, including a reasonable allowance of the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

The ability to complete Projects at or under budget is of great importance to the AUTHORITY. Evaluations of individual Project budget(s), preliminary estimates of Construction Cost, and detailed estimates of Construction Cost prepared by the CONSULTANT, shall represent the CONSULTANT's best judgment as a design professional familiar with the construction industry.

CONSULTANT shall review the Project budget prior to undertaking substantive work on the Project. If CONSULTANT initially determines that the Construction Cost will likely exceed the budget, CONSULTANT shall promptly notify AUTHORITY in writing and suspend further work on the Project.

If CONSULTANT initially believes that the Construction Cost of the proposed Project will likely not exceed the budget, CONSULTANT shall proceed with its work until it has completed approximately thirty percent (30%) of the Project's overall professional services, at which point CONSULTANT shall deliver to AUTHORITY a detailed written estimate of Construction Cost ("First Estimate"). The AUTHORITY shall review the First Estimate and provide a written directive to either continue or suspend work on the Project.

If AUTHORITY has directed CONSULTANT to continue work on the Project, CONSULTANT shall proceed with its work until it has completed approximately ninety percent (90%) of the Project's overall professional services, at which point CONSULTANT shall deliver to AUTHORITY another detailed written estimate of Construction Cost ("Second Estimate"). If the Second Estimate exceeds the First Estimate by more than five percent (5%), the CONSULTANT shall explain, in writing, the reason(s) for the increase. The AUTHORITY shall review the Second Estimate and provide a written directive to either continue or suspend work on the Project.

If the Second Estimate is exceeded by the lowest bona fide bid or negotiated proposal, the AUTHORITY shall:

- 31.1 give written approval of an increase in such fixed limit;
- 31.2 authorize rebidding or renegotiating of the project(s) within a reasonable time;
- 31.3 abandon the project(s); or
- 31.4 cooperate in revising the project(s) scope and quality as required to reduce the Construction Cost.

If the AUTHORITY chooses to proceed in accordance with either 31.2 or 31.4 above, the CONSULTANT shall, at its own expense, either a) modify the contract documents or plans, as necessary and subsequently approved by the Authority, or b) re-bid the Project to achieve a lower bona fide bid or negotiated proposal. If no such lower bid or proposal can be obtained after appropriate modification of the contract documents, AUTHORITY may proceed in accordance with 31.1, 31.3 or any other option that may be available to AUTHORITY in the AUTHORITY's discretion.

ARTICLE 32 – AUTHORITY’S RESPONSIBILITIES

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

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

ARTICLE 33 – NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

Rodney Bishop, PE
Executive Vice President - Infrastructure
RS&H
3200 Southwest Freeway, Suite 3150
Houston, Texas 77027

ARTICLE 34 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing the Contract, CONSULTANT certifies that it is not subject to denial or revocation of the right to transact business with public entities pursuant to s. 287.133, Florida Statutes.

ARTICLE 35 – SCRUTINIZED COMPANIES

By signing the Contract, CONSULTANT certifies that it is not ineligible, pursuant to Florida Statute 287.135, to bid on, submit a proposal for, or enter into or renew a contract pursuant to Florida Statute 287.135. AUTHORITY may terminate the Contract at its option if CONSULTANT is found to have submitted a false certification pursuant to section 287.135, F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. AUTHORITY may also terminate the Contract at its option if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 36 – COMPLIANCE WITH ALL LAWS

In provision of services pursuant to the Contract, CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations.

ARTICLE 37 – PUBLIC RECORDS

AS REQUIRED BY § 119.0701(2)(a), FLORIDA STATUTES: IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Mike Willingham

**AT 863-314-1305, EMAIL: mike@sebring-airport.com OR 128
AUTHORITY LANE, SEBRING, FLORIDA 33870.**

CONSULTANT shall:

- 37.1 Keep and maintain public records required by AUTHORITY to perform services.
- 37.2 Upon request from AUTHORITY's custodian of public records, CONSULTANT shall provide the AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 37.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONSULTANT does not transfer the records to the AUTHORITY.
- 37.4 Upon completion of the Contract, transfer, at no cost to the AUTHORITY, all public records in possession of CONSULTANT or keep and maintain public records required by AUTHORITY to perform the services. If the CONSULTANT transfers all public records to the AUTHORITY upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's custodian of public records, in a format that is compatible with the information technology systems of the AUTHORITY.

E-Verify.

- (a) CONSULTANT 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 CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien.
 2. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 1. A public employer, CONSULTANT, or subconsultant 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 subconsultant knowingly violated this subsection, but the CONSULTANT otherwise complied with this subsection, shall promptly notify the CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant.

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) CONSULTANT is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

-- END ATTACHMENT 1 --

RS&H, Inc.**HOURLY RATE COMPENSATION**

<u>Position Description</u>	<u>Rounded Hourly Billing Rate</u>
Sr Project Manager	\$380.00
Project Manager	\$300.00
Sr. Architect	\$300.00
Architect II	\$185.00
Architect I	\$126.00
Sr. Building Engineer	\$295.00
Building Engineer II	\$235.00
Building Engineer I	\$185.00
Sr. Airfield/Civil Engineer	\$285.00
Airfield/Civil Engineer III	\$240.00
Airfield/Civil Engineer II	\$185.00
Airfield/Civil Engineer I	\$130.00
Construction Inspector / RPR II	\$150.00
Construction Inspector / RPR I	\$115.00
Sr. Environ Analyst	\$275.00
Environ Analyst	\$100.00
Sr. Planner	\$275.00
Planner	\$155.00
Interior Designer	\$140.00
Visualization Specialist	\$170.00
Senior Technician	\$180.00
Technician	\$110.00
Project Controller	\$120.00
Admin	\$90.00

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: June 19, 2025

PRESENTER: Mike Willingham

AGENDA ITEM: Webster Turn Drive Reconstruction – AtkinsRealis Contract for Construction, Engineering and Inspection (CEI) Services.

BACKGROUND: This project is for the reconstruction/rehabilitation of approximately 4,028 linear feet (0.76 miles) of Webster Turn Drive. The project includes milling and resurfacing, road reconstruction, drainage improvements, concrete curb, and signing and pavement marking. The project area is industrial with heavy truck traffic. The project includes maintenance of traffic to the various businesses and critical infrastructure facilities during construction activities. Drainage improvements involve work beyond the roadway clear zone to improve conditions at stormwater outfalls to the existing drainage canal. The services will be performed for a total of One Hundred Eighty (180) calendar days from the Notice to Proceed date to Project Closeout.

CEI services will be fully funded through the recently approved Rural Infrastructure Fund Grant and the Florida Jobs Growth Grant.

REQUESTED MOTION: Move to approve contract as presented and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the lump sum amount of Three Hundred Twenty-Four Thousand Four Hundred Fifteen Dollars and Zero Cents (\$324,415.00).

Board Action:

Approved X
Denied
Tabled

AtkinsRéalis



May 18, 2025

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

**RE: Letter Proposal
Sebring Airport Authority Webster Turn Dr. Rehabilitation CEI Services
Contract: Professional Services – Construction Services**

Dear Mr. Bennett,

AtkinsRéalis is pleased to provide the following proposal of professional services for the CEI Services for the Webster Turn Dr. Rehabilitation project at Sebring Regional Airport. This proposal includes the cost for construction administration services and technical project assistance, including FAA wage rate monitoring and compliance.

AtkinsRéalis proposes a Lump Sum Fee of **Three Hundred Twenty Four Thousand Four Hundred Fifteen Dollars (\$324,415)** to perform the services for your project. The services will be performed for a total of **One Hundred Eighty (180)** calendar days from the Notice to Proceed date to Project Closeout.

We appreciate this opportunity to serve the Sebring Airport Authority and look forward to supporting you and your staff with this and future assignments. If you have any questions, please do not hesitate to contact us at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Heather Meyer".

Heather Meyer
Project Manager – Aviation
AtkinsRéalis

ATTACHMENT A**SCOPE OF WORK****CONSTRUCTION PHASE SERVICES
FOR
WEBSTER TURN DRIVE RECONSTRUCTION
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
MAY 2025**

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

I. GENERAL DESCRIPTION OF PROJECT SCOPE

The Sebring Airport Authority (OWNER) selected ATKINSREALIS USA (CONSULTANT) as the Construction Manager (CM) for the Project. This will consist of providing professional services and technical support during construction including providing resident project representative (RPR) services, attendance at meetings, coordination of submittals and RFIs between the CONTRACTOR and the ENGINEER, review of the pay applications submitted by the CONTRACTOR, and coordinating between the CONTRACTOR and ENGINEER for the preparation of record drawings. The overriding objective of the CM is to provide assistance to the OWNER in an attempt to keep the project on schedule, under budget, and fully coordinated with all parties and to assist in producing a quality constructed product.

AtkinsRéalisis will provide the above stated professional services to the OWNER based on an expected construction time of 150 calendar days to substantial completion from the issuance of a Notice to Proceed (NTP) with an additional 30 calendar days of coordination for final completion and preparation of record documents/project closeout, for a total of 180 calendar days.

CONSTRUCTION TEAM

OWNER	Sebring Airport Authority (SAA)
CM	ATKINSREALIS USA
FDOT	Florida Department of Transportation (District 1)
FAA	Federal Aviation Administration
Engineer of Record (EOR)	CivilSurv
Contractor	TBD

The Engineer-of-Record (ENGINEER) will be contracted directly by the COUNTY to provide professional construction administration services including, but not limited to, the review of shop drawings, responses to CONTRACTOR Requests for Information, revisions to the Contract Documents as required, and project closeout documentation. The CONSULTANT will facilitate and manage the construction administration between the CONTRACTOR and the ENGINEER.

II. PROJECT DESCRIPTION/SCOPE

The CONSULTANT understands the project description as follows. This project is for the reconstruction/rehabilitation of approximately 4,028 linear feet (0.76 miles) of Webster Turn Drive. The project includes milling and resurfacing, road reconstruction, drainage improvements, concrete

curb, and signing and pavement marking. The project area is industrial with heavy truck traffic. The project includes maintenance of traffic to the various businesses and critical infrastructure facilities during construction activities. Drainage improvements involve work beyond the roadway clear zone to improve conditions at stormwater outfalls to the existing drainage canal.

The project is divided into two components. The Base Bid portion of the project is generally described from the western intersection of Webster Turn Drive and Haywood Taylor Boulevard to the intersection of Webster Turn Drive and Boeing Avenue. The Bid Alternate portion of the project is generally described from the intersection of Webster Turn Drive and Boeing Avenue to the eastern intersection of Webster Turn Drive and Haywood Taylor Boulevard.

For the purposes of scope definition and the CM fee development was based on the project base bid and bid alternate, and the work has been divided into the following tasks. Any modifications and/or revisions to these tasks will constitute a change in the project scope and may require a revision to the compensation to be paid to the CM. These tasks will begin once the OWNER provides the CM with a written Notice to Proceed.

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

Task 1: Project Administration and Coordination

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

Task 2: Job Coordination Meetings

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

Based on the project schedule, the CM has budgeted for **24 job coordination meetings** held throughout the duration of the project. This assumes there will be 22 weekly meetings during the 150 days of construction between NTP and substantial completion, and 2 additional bi-weekly meetings between substantial and final completion. If additional meetings are necessary, it may be justification for additional compensation.

AtkinsRéalis has accounted for the project manager, RPR, and engineer to attend, in-person or virtually, during the 24 job coordination meetings.

Task 3: Site Visits and Inspections

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

at other times. Therefore, the design professional will not necessarily be represented at each of the weekly project meetings. The CM's PM and/or appropriate technical leads will attend the Substantial Completion and Final Inspections.

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

- Project Manager – 6 (One per month (outside of weekly meetings), One at Substantial Completion and One at Final Completion)
- Civil/Site Engineer (2) – 6 (One per month (outside of weekly meetings), One at Substantial Completion and One at Final Completion)

Task 4: Shop Drawing Review

This task will include the CONSULTANT coordination of the review of shop drawings submitted by the CONTRACTOR, to the ENGINEER, as stipulated in the Contract Documents. The CONSULTANT will collect, log, and distribute shop drawings to the appropriate ENGINEER for responses and return the shop drawing responses to the CONTRACTOR.

AtkinsRéalis expects to spend approximately 3 hours per week for 22 weeks on the initial review and coordination with the ENGINEER for a total of 66 hours. Hours may vary per week depending on the submission schedule.

Task 5: Responses to Contractor Requests for Information (RFI's)

This task will include the CONSULTANT's administrative coordination of the review of RFI's submitted by the CONTRACTOR, to the ENGINEER, as stipulated in the Contract Documents. The CONSULTANT will collect, log, and distribute RFI's to the appropriate ENGINEER for responses and return the RFI responses to the CONTRACTOR.

The ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. The ENGINEER shall have the authority to make decisions related to the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall also provide support and clarifications related to the construction documents and shall provide any required revisions or supplemental information related to the contract documents that may be required during construction.

AtkinsRéalis expects to spend approximately 1 hour per week for 22 weeks on the initial review and coordination with the ENGINEER for a total of 22 hours. Hours may vary per week depending on the timing of RFIs.

Task 6: DBE and Prevailing Wage Rate Monitoring and Compliance

The CONSULTANT will track and monitor the DBE and prevailing wage rates for the PROJECT on an ongoing basis and ensure compliance with the Contract Documents. The CONSULTANT will issue non-compliance notices for any discrepancies in payroll and Davis Bacon wage rates.

Task 7: Contractor Applications for Payment

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

Task 8: Resident Project Representative (RPR) Services

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

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

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

- Shall not authorize any deviation from the construction Contract Documents or substitution of materials or equipment.
- Shall not exceed limitations of Owner or design professional as set forth in the construction Contract Documents.
- Shall not undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Contractor's work.

-
- Shall not accept shop drawings or sample submittals from anyone other than the Contractor.
 - Shall not authorize the Owner to occupy the Project in whole or in part.
 - Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized.

The Project duration as established by the Contract Documents shall be 150 calendar days from notice to proceed (NTP) to substantial completion with an additional 30 calendar days allotted for final completion, acceptance, and close-out.

For purposes of CM fee derivation, it is assumed that 1 RPR will be assigned to the project. From NTP to substantial completion, it is assumed the RPR will work an average of 10 hours/day for the 150-day period. During the closeout period it is assumed that the RPR will work 10 hours/day for 15 days of the 30-day closeout time. Actual time onsite may vary from week to week based on the Contractor's work schedule.

The RPR expenses are anticipated to include 165 days of meals, and on-site vehicle usage.

The airport will be responsible for booking and the cost associated with providing a minimum of 165 days/nights of lodging for the RPR within 15 miles of the project location. The CONSULTANT will coordinate with the airport for booking times needed for lodging.

Task 9: County Coordination and Grant Management

The CONSULTANT will assist the COUNTY on coordination with the various agencies on project funding grant terms, conditions, and assurances and other related coordination items as required during the construction of the PROJECT.

Task 10: Coordination of Preparation of Closeout and Record Documents

Under this task, the CONSULTANT will coordinate with the CONTRACTOR and the ENGINEER to provide the ENGINEER with the information required by the contract preparing the project closeout documentation in accordance with COUNTY and grant requirements.

END ATTACHMENT A

ATTACHMENT B**BASIC ASSUMPTIONS****CONSTRUCTION PHASE SERVICES
FOR
WEBSTER TURN DRIVE RECONSTRUCTION
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
MAY 2025**

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

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

1. The fees for the provision of construction phase services are based a construction duration of 180 days and an assumed level of staff effort as described herein. In the event the construction duration or level of effort required of the CM is greater than estimated and specified herein, the CM shall be entitled to additional compensation, and the terms of this agreement shall be re-negotiated and amended as needed.
2. CM shall consult with and advise SAA and act as the Airport's representative and advisor as provided for in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of the CM as assigned in the Contract Documents shall not be modified except as CM may otherwise agree in writing.
3. CM shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
4. CM shall have authority, as the Airport's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
5. Documents will be created in the CM's standard form.
6. It will be the responsibility of the Contractor to obtain any permits necessary for construction. The CM will not be applying for or obtaining any construction related permits.

7. The CM shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
8. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.
9. The OWNER will pay all costs required for permitting directly. The CM shall not be responsible for payment of any permitting fees.
10. CM shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may in the judgment of the CM jeopardize safety. This shall not relieve the Contractor of their responsibility to meet these requirements.
11. When recommending payment, CM is only representing that the RPR has made visual checks on items installed in field. The CM will only check the quality or quantity of Contractor's work as stipulated to the design professional or RPR in the Contract Documents.
12. CM's review of Contractor's work for the purposes of recommending payments shall not impose on CM responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work.
13. CM'S review of Contractor's work for the purposes of recommending payments shall not impose responsibility on CM to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
14. The following items are excluded from the Project scope of services but can be added for additional fee if desired:
 - a. Subsurface utility exploration and locations removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
 - b. Boundary survey
 - c. Site Lighting
 - d. LEED Sustainable Design or Certification
 - e. Modeling and evaluation of the existing utility systems
 - f. Traffic studies
 - g. Offsite utility extensions (water mains, sewer mains, etc.)
 - h. FDOT Connection Permits
 - i. Water quality monitoring
 - j. Noise modeling
 - k. Special environmental studies
 - l. Environmental resource permitting

m. ALP Update

15. Any other service not specifically delineated within this scope is not included and would only be performed at Client's request and approved fee.

END OF ATTACHMENT B

ATTACHMENT C
MAN-HOUR FEE ESTIMATE
CONSTRUCTION PHASE SERVICES FOR THE
WEBSTER TURN DRIVE RECONSTRUCTION
AT THE SEBRING AIRPORT (SEF)

Task Description	PROJECT MANAGEMENT			ENGINEERING		CONSTRUCTION SERVICES	
	Practice Manager	Sr. Project Manager	Admin	Sr. Engineer III	Eng. II	Sr. Construction Manager	Construction Manager II
Task 1 Project Administration and Coordination	10	12					
Task 2 Job Coordination Meetings		24			24		24
Task 3 Site Visits and Inspections		16		12	16		
Task 4 Coordination of Shop Drawing Review		11		16	55		
Task 5 Coordination of Responses to Contractor RFI's				12	22		
Task 6 DBE and Prevailing Wage Rate Monitoring and Compliance			24		12		3
Task 7 Contractor Applications for Payment					6		
Task 8 Resident Project Representative (RPR) Services							1,650
Task 9 County Coordination and Grant Mangement		24			24		
Task 10 Coordination of Preparation of Record Documents and Closeout		8			8		
TOTAL MAN-HOURS	10	95	24	40	167	0	1,677
LABOR RATES - HOURLY	\$250	\$220	\$90	\$200	\$125	\$155	\$130
SUB-TOTAL LABOR COSTS	\$2,500	\$20,900	\$2,160	\$8,000	\$20,875	\$0	\$218,010

SUBCONSULTANT COSTS (LUMP SUM)

Madrid	\$29,000
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PROJECT REIMBURSABLE EXPENSES

Travel Allowance (Assumes 24 Trips @ \$150/Trip)	\$3,600
Printing, Reproduction, Binding, Shipping, Etc.	\$500

RPR COSTS

Meal Per Day	\$50.00	165	days	1	RPR	\$8,250
Vehicle Per Day	\$59.00	180	days	1	RPR	\$10,620

TOTAL LUMP SUM FEES - PROFESSIONAL SERVICES

\$324,415

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the 19th day of June, 2025.

WITNESSES:

Jami Olive
Printed Name: Jami Olive

Colleen Honsky
Printed Name: Colleen Honsky

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

By: [Signature]
 Mike Willingham, as its Executive Director



(Corporate Seal)

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: June 19, 2025

PRESENTER: Mike Willingham

AGENDA ITEM: Webster Turn Reconstruction – Amendment 5 – CivilSurv Contract for Post-Design Construction Services.

BACKGROUND: The scope of this amendment is for the Engineer of Record (EOR) to provide post-design construction services for the reconstruction of Webster Turn Drive. The project includes milling and resurfacing, road reconstruction, drainage improvements, concrete curb, and signing and pavement marking. The project area is industrial with heavy truck traffic. The project includes maintenance of traffic to the various businesses and critical infrastructure facilities during construction activities. Drainage improvements involve work beyond the roadway clear zone to improve conditions at stormwater outfalls to the existing drainage canal. The services will be performed for a total of One Hundred Eighty (180) calendar days from the Notice to Proceed date to Project Closeout.

REQUESTED MOTION: Move to approve the amendment of the contract as presented and authorize the Executive Director to execute amendment in the not-to-exceed amount of Sixty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$63,750.00).

Board Action:

Approved **X**
Denied
Tabled

CONSULTANT SERVICES AUTHORIZATION ADDENDUM 05

WEBSTER TURN DESIGN PROJECT AT SEBRING REGIONAL AIRPORT

This Professional Services Agreement Addendum made and entered into this 19th day of June, 2025, authorizes changes to the Professional Services Agreement made and entered into on October 21, 2021, by and between:

CONSULTANT: CivilSurv Design Group, Inc., and

CLIENT: Sebring Airport Authority,

for CLIENT'S Webster Turn Design project.

I. CHANGES TO SCOPE OF SERVICES AND DELIVERABLES:

The CLIENT has requested the CONSULTANT to provide post-design services during the construction phase of the project. These services were not included in the original scope of services and are described as follows.

Post-Design Services

These services will be performed during construction of the Project. For the purpose of this authorization, it is assumed that the construction duration will not exceed 180 calendar days. Further, it is understood the CLIENT will work with a separate construction, engineering, and inspection company (CEI) for the Project.

Pre-Construction Meeting

The CONSULTANT shall attend one pre-construction meeting. Preparation of a meeting agenda and meeting summary will be completed by others. The Pre-Construction Meeting is anticipated to be conducted in-person.

Preliminary Matters and Contract Documents

The CONSULTANT shall provide an electronically signed and sealed set of conformed construction drawings and technical specifications to the CLIENT and the construction contractor. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

The CONSULTANT shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The CONSULTANT shall provide written interpretations and clarifications of the Contract Documents as requested by the construction contractor.

Maintenance of Traffic Plan Coordination

The CONSULTANT will attend up to three meetings with the construction contractor, CEI, CLIENT, and tenants affected by the Project to discuss the Maintenance of Traffic (MOT) Plan. Preparation of the MOT plan and subsequent revisions to accommodate CLIENT and tenant needs will be the construction contractor's responsibility.

Shop Drawing Review

The CONSULTANT will review the construction contractor's shop drawings and other submittals for general conformance with the Contract Documents.

Construction Contractor Application for Payment Review

The CEI will review the construction contractor's application for payment. The reviewed application for payment will be sent to the CONSULTANT by the CEI for a verification review to be performed by the CONSULTANT.

Construction Progress Meetings

The CONSULTANT will attend weekly construction progress meetings. Preparation of a meeting agenda and meeting summary will be completed by others. Construction progress meetings are anticipated to be conducted via teleconference.

Requests for Information

The CONSULTANT will review Requests for Information submitted by the construction contractor and provide written responses to the construction contractor. The CONSULTANT shall maintain a Requests for Information log for the Project.

Change Orders

The CEI is anticipated to review requests from the construction contractor for changes in contract price or contract time and provide a written recommendation. The CONSULTANT will review the CEI's recommendation and provide comments, if any, prior to the CLIENT's approval of the change order.

Substantial Completion

Upon written notification and receipt of a list of items to be completed/corrected from the construction contractor, the CONSULTANT will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the CONSULTANT assumes that two substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the CONSULTANT will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed/corrected.

Project Close-Out

Upon written notification from the construction contractor that the entire work is complete, the CONSULTANT will visit the site to determine if the work is complete as required by the contract documents. For the purpose of this task, the CONSULTANT assumes that one final completion site visit will be required. When the work is deemed to be complete by the CONSULTANT and the CLIENT, the CONSULTANT will review the construction contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the CLIENT.

The CONSULTANT will review construction contractor's as-built drawings for completeness and compliance with CLIENT requirements. This effort shall include the preparation of written comments for submission to the contractor based on the CONSULTANT's review of the as-built drawings.

Exclusions

The following services are excluded from the CONSULTANT's Scope of Services:

- Funding Agency Coordination or Documentation
- Construction Materials Testing
- Conflict or dispute resolution
- Daily or regular construction site visits
- Record Drawings

The hours estimated herein are based on a normal anticipated workload for a project of this type. The estimated effort is based on a single construction contractor constructing the entire project. Due to unforeseen circumstances during construction or amount of time required to work with the construction contractor on this project, additional time may be required and will be considered if the amount of time specified herein needs to be exceeded.

When requested and authorized by CLIENT, all costs for this project which are not specifically covered herein shall be considered extra or additional services and shall be paid for in accordance with the previously approved Fee Schedule.

II. CHANGES TO SCHEDULES:

Post-Design Services will be performed on a mutually agreeable schedule and will be dependent on the construction contractor's schedule.

III. CHANGES TO COMPENSATION:

The Scope of Services will be performed on a time and materials basis in accordance with the previously approved fee schedule and invoices submitted monthly. The estimated not-to-exceed budget is \$63,750. A summary of estimated hours per task is provided as Exhibit "A".

IV. TERMS AND CONDITIONS

Except as specifically revised herein, all other Terms and Conditions of the existing Consultant Services Authorization remain in full force and effect.

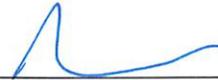
V. ACCEPTANCE

As to CONSULTANT
CivilSurv Design Group, Inc.



Mark J. Frederick, PE
Vice President of Civil Engineering

As to CLIENT
Sebring Airport Authority



Mike Willingham
Executive Director

EXHIBIT A
WEBSTER TURN DESIGN PROJECT AT SEBRING REGIONAL AIRPORT
ADDENDUM 05
BUDGET ESTIMATE

Tasks	Principal		Director		Sr. Associate		Administrative Assistant		CSDG Labor	Reimbursable Expenses	Total
	\$240 per hour		\$220 per hour		\$120 per hour		\$75 per hour				
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost			
Scope of Services											
Pre-construction Meeting	0	\$ -	6	\$ 1,320.00	8	\$ 960.00	0	\$ -	\$ 2,280.00	\$ -	\$ 2,280.00
Preliminary Matters and Contract Documents	2	\$ 480.00	4	\$ 880.00	8	\$ 960.00	1	\$ 75.00	\$ 2,395.00	\$ -	\$ 2,395.00
Maintenance of Traffic Plan Coordination	4	\$ 960.00	16	\$ 3,520.00	8	\$ 960.00	0	\$ -	\$ 5,440.00	\$ -	\$ 5,440.00
Shop Drawing Review	0	\$ -	4	\$ 880.00	16	\$ 1,920.00	1	\$ 75.00	\$ 2,875.00	\$ -	\$ 2,875.00
Application for Payment Review	0	\$ -	8	\$ 1,760.00	0	\$ -	0	\$ -	\$ 1,760.00	\$ -	\$ 1,760.00
Construction Progress Meetings	10	\$ 2,400.00	60	\$ 13,200.00	60	\$ 7,200.00	2	\$ 150.00	\$ 22,950.00	\$ -	\$ 22,950.00
Requests for Information	4	\$ 960.00	8	\$ 1,760.00	40	\$ 4,800.00	0	\$ -	\$ 7,520.00	\$ -	\$ 7,520.00
Change Orders	4	\$ 960.00	8	\$ 1,760.00	40	\$ 4,800.00	2	\$ 150.00	\$ 7,670.00	\$ -	\$ 7,670.00
Substantial Completion	1	\$ 240.00	12	\$ 2,640.00	16	\$ 1,920.00	2	\$ 150.00	\$ 4,950.00	\$ -	\$ 4,950.00
Project Close-out	1	\$ 240.00	12	\$ 2,640.00	24	\$ 2,880.00	2	\$ 150.00	\$ 5,910.00	\$ -	\$ 5,910.00
Subtotal	26	\$ 6,240.00	138	\$ 30,360.00	220	\$ 26,400.00	10	\$ 750.00	\$ 63,750.00	\$ -	\$ 63,750.00
Estimated Total	26	\$ 6,240.00	138	\$ 30,360.00	220	\$ 26,400.00	10	\$ 750.00	\$ 63,750.00	\$ -	\$ 63,750.00

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: June 19, 2025

PRESENTER: Mike Willingham

AGENDA ITEM: Distribution Easement – Duke Energy – Highlands County Animal Services

BACKGROUND: The Distribution Easement Agreement between Sebring Airport Authority (Grantor) and Duke Energy Florida, LLC (Grantee) grants Duke Energy a perpetual easement to install, operate, and maintain facilities for providing electric energy and communication systems within a specified 10-foot-wide Easement Area on the Grantor's property located at 7501 Haywood Taylor Boulevard, Sebring, Florida 33870. The easement includes rights for Duke Energy to inspect, repair, relocate, and remove facilities, as well as clear vegetation and access to adjacent land as necessary. The agreement ensures Duke Energy's quiet enjoyment of the easement and binds the heirs, successors, lessees, and assigns of both parties.

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

Board Action:

Approved X
Denied
Tabled



SEC: 07	TWP: 35S	RGE: 30E	COUNTY: HIGHLANDS	PROJECT: 56997187D 57490839LS
GRANTOR: SEBRING AIRPORT AUTHORITY				
SITE ADDRESS: 7501 Haywood Taylor Boulevard, Sebring, Florida 33870				
TAX PARCEL NUMBER: C-07-35-30-A00-0010-0050				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns (“**GRANTOR**”), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to **DUKE ENERGY FLORIDA, LLC., d/b/a DUKE ENERGY**, a Florida limited liability company (“**GRANTEE**”), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by **GRANTEE** or others, said facilities being located in the following described “Easement Area” within **GRANTOR’S** premises in Highlands County, to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** Facilities to be installed at mutually agreeable locations over, under, across, through and within the following described property to accommodate present and future development:

Legal Description: Rental Building No 5, Sebring Airport Industrial Park, being in the Southwest ¼ of Section 07, Range 35 South, 30 East, Highlands County, Florida; On 12.34 Acres Of Land

This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all Facilities installed by GRANTEE, as will be shown on a certified surveyed sketch of description to be provided by GRANTOR within sixty (60) days after the installation of Facilities by GRANTEE.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further **GRANTEE** hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of **GRANTEE’s** safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for **GRANTEE** to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for **GRANTEE** to trim or remove any trees or vegetation adjacent to, but outside the Easement Area which, in the reasonable opinion of **GRANTEE**, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for **GRANTEE** to enter upon land of the **GRANTOR** adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for **GRANTEE’s** safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and **GRANTOR** reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow

ready access to **GRANTEE's** facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If **GRANTOR's** future orderly development of the premises is in physical conflict with **GRANTEE's** facilities, **GRANTEE** shall, within 60 days after receipt of written request from **GRANTOR**, relocate said facilities to another mutually agreed upon Easement Area in **GRANTOR's** premises, provided that prior to the relocation of said facilities (a) **GRANTOR** shall pay to **GRANTEE** the full expected cost of the relocation as estimated by **GRANTEE**, and (b) **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement.

REST OF THE PAGE
INTENTIONALLY LEFT BLANK

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 19th day of June, 2025.

ATTEST:

[Signature]
Vice Chairman
D. Craig Johnson

GRANTOR:

SEBRING AIRPORT AUTHORITY

Name of Corporation
[Signature]
Chairman
Stanley Wells
Printed or Type Name

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of First Witness
Jami Olive

Print or Type Name of First Witness
Address: 128 Authority Lane
Sebring, FL 33870

[Signature]
Signature of Second Witness

Print or Type Name of Second Witness
Address: 128 Authority Lane
Sebring, FL 33870

State of Florida)
County of Highlands) ss

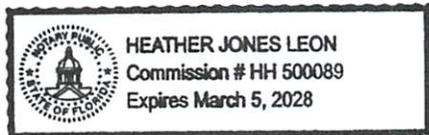
Grantor(s) mailing address:

7501 Haywood Taylor Boulevard
Sebring, Florida 33870

The foregoing Easement was acknowledged before me this 19th day of June, 2025, by Stanley Wells and Craig Johnson, its Chairman and its Vice Chairman, respectively of SEBRING AIRPORT AUTHORITY, a Florida Corporation, on behalf of the Corporation who are personally known to me or who have produced Personally Known as identification and who did/did not take an oath.

CORPORATE SEAL

NOTARY SEAL



[Signature]
Name:
Notary Public
Serial Number: HH 500089
My Commission Expires: March 5, 2028

Scope of Work
XMFR UPGRADE
I-NEW 1/0-3
SECONDARY
I-30-6
CUSTOMER
UPGRADING PENS
PANEL TO 400AMPS

Construction Notes

LOCATION:
ANIMAL SERVICES
APPROX 1350FT
SOUTH OF CARROLL
SHELBY RD

Date Page 1/1

4/1/2025
 Work Order #
56997187
 Job Site Address
7501 Haywood Taylor Blvd,
SEBRING, FL, 33876-6002, USA
 Designer Name
Brandon Albritton
 Designer Phone
863-273-3395
 Customer Name
HIGHLANDS CO BD OF CO
COMM
 Customer Phone
863-402-6520
 Feeder/Circuit ID
K542
 Primary Voltage
12.47/7.2KV

Upstream Protective Devices

SWITCH K6126697

SWITCH K79112

Permits
N/A



P1
 E-POLE-6126699-45-4
 E-DGUY-DBL
 I-OH-TX-50 kVA-120/240 V-Single Phase-C
 R-OH-TX-25 kVA-120/240 V-Single Phase-C

P2
 E-POLE-A42837-30-6 STRAIGHTEN POLE
 E-250 W-HPS-ROADWAY CUTOFF

P3
 E-DEM PT

P4
 E-DEM PT

P5
 I-POLE-9097945-30-6

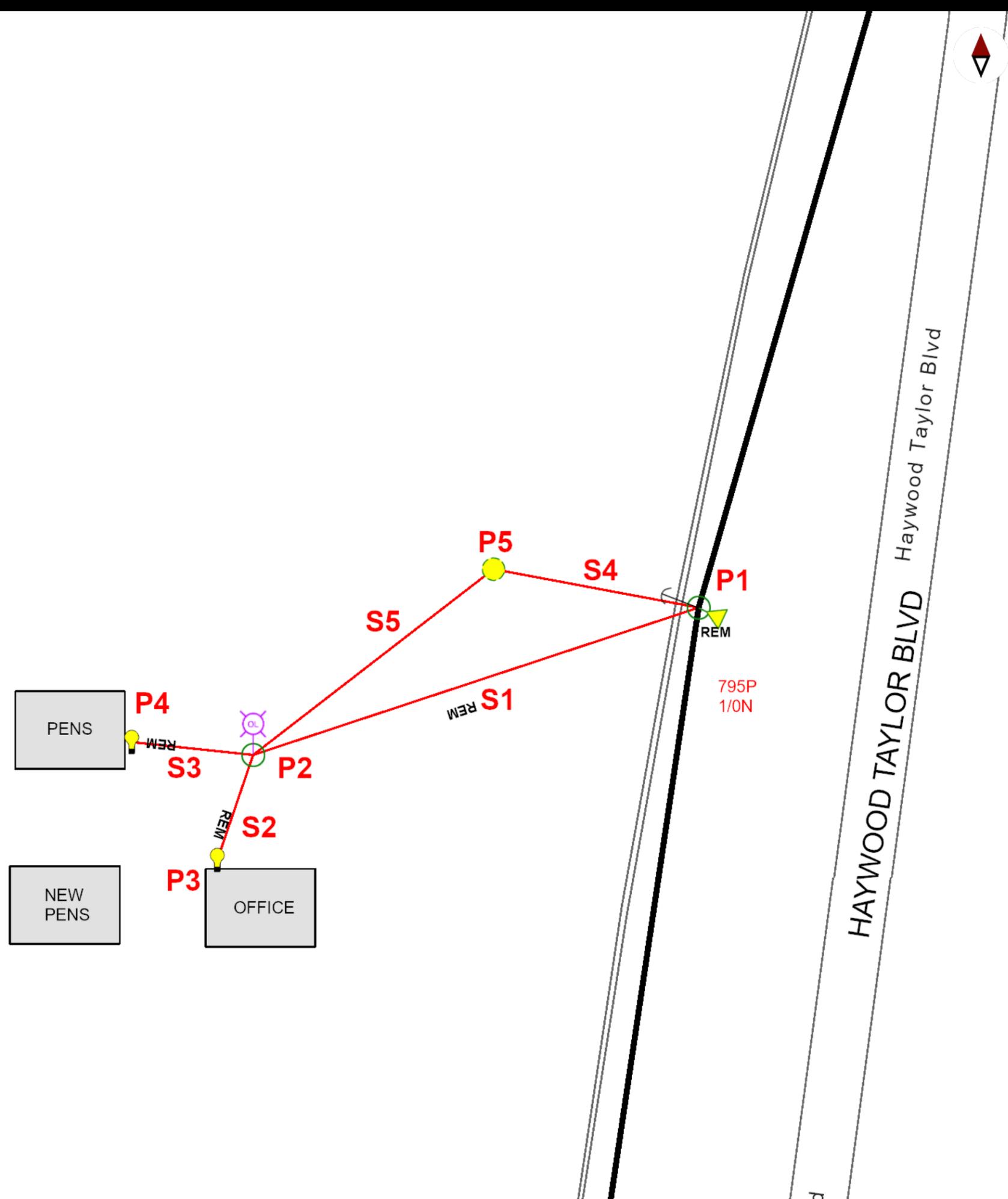
S1
 R-OH-SECONDARY-1 Run-2-AL-Triplex-122FT

S2
 I-OH-SERVICE-1 Run-1/0-AL-Triplex-40FT
 R-OH-SERVICE-1 Run-2-AL-Triplex-40FT

S3
 I-OH-SERVICE-1 Run-1/0-AL-Triplex-50FT
 R-OH-SERVICE-1 Run-2-AL-Triplex-50FT

S4
 I-OH-SECONDARY-1 Run-1/0-AL-Triplex-55FT

S5
 I-OH-SECONDARY-1 Run-1/0-AL-Triplex-80FT



RESOLUTION SAA 25-04

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S25-03 TO
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 Amendment S25-03 as presented.

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

PASSED AND ADOPTED this 19th day of June 2025.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S25-03
EFFECTIVE ACCOUNTING PERIOD: APRIL 2025

6/19/2025

SUBMITTED BY: Colleen Plonsky
 SIGNED BY: 

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
SAA	334-610-130	FDOT GRANT TAXIWAY D DESIGN	\$ 28,500.00	\$ 125,000.00	\$ -	\$ 153,500.00	ADDITIONAL FUNDING
FBO	344-002-FBO	PILOT SUPPLIES SALES	\$ 3,200.00	\$ 4,800.00	\$ -	\$ 8,000.00	BUDGET UNDERSTATED
FBO	360-000-FBO	MISCELLANEOUS INCOME	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 10,000.00	BUDGET UNDERSTATED
Total Revenue Increase/Decrease			\$ 36,700.00	\$ 134,800.00	\$ -	\$ 171,500.00	
COST CENTER (expenses)							
SAA	512-032-SAA	ACCOUNTING & AUDIT FEES	\$ 52,000.00	\$ 8,000.00	\$ -	\$ 60,000.00	BUDGET UNDERSTATED
FBO	512060FBO	SOFTWARE, RELATED AGREEMENTS	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 30,000.00	BUDGET UNDERSTATED
Total Expenses Increase/Decrease			\$ 67,000.00	\$ 23,000.00	\$ -	\$ 90,000.00	
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$3,536,903.00	\$ 134,800.00	\$ 23,000.00	\$3,648,703.00	

REQUEST #: S25-03

TRANSFER TYPE:
 ITEM TO ITEM
 OPERATING RESERVE
 BY RESOLUTION # SAA 25-04

BOARD APPROVAL:
 Executive Director 

 Mike Willingham

Airport Executive BRIEF



CONTENTS

- **News & Noteworthy**
- FAA Approves ALP
- Fuel Farm Expansion
- Taxiway Delta
- Industry News: Hydrogen Aviation

- **Team Initiatives & Outreach**
- Vertical Flight Society's 81st Annual Event
- Deputy Director to attend Paris Airshow and Visit Duc Helices





FAA Approves Bold and Modern Vision for Future Airport Layout Plan

Sebring, FL — May 14, 2025 — Sebring Regional Airport (SEF) is proud to announce the Federal Aviation Administration’s (FAA) formal approval of its updated Airport Layout Plan (ALP), marking a major milestone in the airport’s long-term development strategy, and laying the foundation for advanced air mobility.

The ALP serves as a blueprint for the future of Sebring Regional Airport, identifying proposed improvements that enhance safety, efficiency, and the airport’s capacity to meet future aviation demands. The newly approved plan reflects a bold and modern vision that includes airfield enhancements, expanded

facilities, and infrastructure to support emerging technologies like powered lift aircraft that operate on all electric or hybrid energy systems.

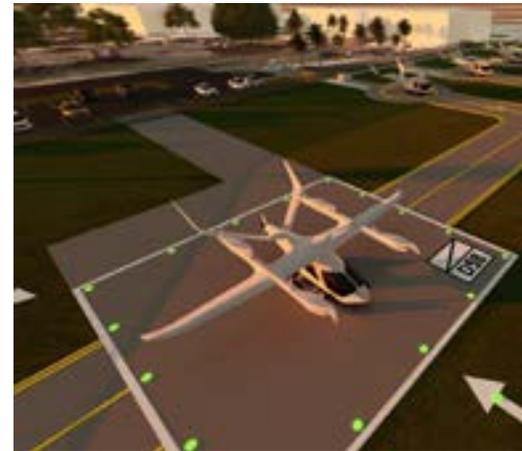
“This approval opens the door to new development opportunities and positions Sebring for future growth,” said Mike Willingham, Executive Director of Sebring Airport Authority. “With the FAA’s endorsement, we can move forward with confidence as we continue to invest in Sebring’s role as a dynamic hub for aviation, commerce, and innovation.”

The updated ALP was prepared by AtkinsRéalis, the airport’s planning and engineering

consultant, in close coordination with the Sebring Airport Authority. It reflects community priorities and aligns with federal standards, paving the way for potential funding eligibility under FAA and FDOT grant programs.

Sebring Regional Airport is a general aviation facility supporting corporate, recreational, and educational flight operations — and it’s also home to a diverse business community. In addition to aerospace and aviation-related tenants, the airport hosts a range of non-aviation businesses which collectively generate

\$421 million in economic impact per the most recent Florida Aviation Economic Impact Study completed by the Florida Department of Transportation.



FUEL FARM EXPANSION IMPROVEMENTS

Authority staff submitted an FY25 Bipartisan Infrastructure Law (BIL) Grant application for Fuel Farm Improvements to the Federal Aviation Administration. The project aims to upgrade the airport’s fuel facilities by installing a new 10,000-gallon UL94 tank, a 12,000-gallon Jet-A companion tank, relocating an existing 1,000-gallon diesel tank, and removing the current 1,000-gallon UL94 tank. The project also includes associated piping, electrical work, and fuel monitoring systems. The total project cost is \$781,714, with the FAA contributing \$540,222 and the state covering \$241,492, while FDOT will fund any additional costs. Following a competitive bidding process, MDM Services, Inc. was determined the lowest responsive bid of \$728,843.55. Construction, Engineering and Inspection services will be provided by AtkinsRealis. Environmental compliance has been confirmed, with no stormwater, wetlands, or endangered species permitting required.

TAXIWAY DELTA - CONSTRUCTION

Authority staff submitted an Airport Improvement Program (AIP) grant to the Federal Aviation Administration (FAA) for the construction of South Partial Parallel Taxiway D focused on improving accessibility to the departure end of Runway 32. The project aims to enhance runway safety by eliminating back taxiing operations and involves grading, drainage, asphalt paving, signage, markings, and stormwater improvements, all in compliance with FAA and FDOT standards. The Sebring Airport Authority, as the sponsor, ensures adherence to federal regulations, including labor laws, safety standards, and environmental requirements, with certifications affirming compliance. The project, managed by AVCON, Inc., is anticipated to start on or before October 1, 2025, and conclude by April 15, 2026, with \$2,400,627 requested from FAA and \$151,349 from FDOT.

INDUSTRY INSIGHT: CHALLENGES IN HYDROGEN AVIATION ADOPTION

A recent article in Aviation Week highlights the significant obstacles hindering the widespread adoption of hydrogen as an aviation fuel. Despite its potential for zero-emission flights, hydrogen faces several challenges:

- **High Production Costs:** Currently, most hydrogen is produced as a byproduct of oil refining. Producing low-cost, green hydrogen at scale remains difficult, as renewable sources like wind, solar, and hydropower are often insufficient except in regions with favorable conditions.
- **Infrastructure Limitations:** The lack of necessary infrastructure, particularly in Western countries, hampers large-scale hydrogen production. In contrast, countries like China and the UAE are advancing rapidly in developing the required nuclear infrastructure to support hydrogen production.
- **Competing Demand:** Even if low-cost hydrogen becomes available, meeting the demand across various transportation sectors—air, land, and sea—could be challenging due to competition for limited supply.

These factors suggest that, while hydrogen holds promise for decarbonizing aviation, its practical implementation may still be decades away. In the interim, the industry may need to focus on alternative solutions, such as Sustainable Aviation Fuels (SAFs), to achieve emission reduction goals.

Source: Aviation Week – Viewpoint: Why Hydrogen Aviation Isn't Taking Off Yet

UPCOMING EVENTS

Paris Air Show: June 16 – 22

July 4: Executive Offices Closed

SAA/CRA Board Meeting: July 17

EAA AirVenture: July 21 – 27

FAC Conference: August 3 – 6

SAA/CRA Board Meeting:
August 21



DEPUTY DIRECTOR TO VISIT DUC HÉLICES PROPELLERS AND ATTEND THE PARIS AIR SHOW

Deputy Director will be traveling to meet with the owners of DUC Hélices Propellers and tour their state-of-the-art manufacturing center located in Frontenas, France. Duc Hélices Propellers currently maintains their US headquarters at SEF but has expressed interest in expanding their footprint by constructing a larger facility to support existing manufacturing efforts and develop rotor systems for various Advanced Air Mobility aircraft.



While in France, the Deputy Director will be attending the Paris Air Show professional days from June 16-19. This exclusive period is designed only for aviation industry professionals, offering economic development discussions and business networking opportunities. State representatives from Select Florida, Florida Commerce, Space Coast Florida and FDOT will be in attendance.

More About the Paris Air Show

The 55th edition of the show will be held from Monday, June 16 to Thursday, June 19, 2025, from 8:30 a.m. to 6:00 p.m., for trade visitors only.

The show will also be open to the general public from Friday, June 20 to Sunday, June 22, 2025. The Paris Air Show is organized by SIAE, a subsidiary of the French Aerospace Industries Association (GIFAS). It is the largest event in the industry, bringing together stakeholders from around the world. The event embodies excellence, innovation, and international cooperation in the aerospace sector.



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

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

SITE MAP

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



ACCELERATE YOUR BUSINESS'S POTENTIAL