

**Sebring Airport Authority
Board Meeting Agenda
September 18, 2025**

1:30 p.m.

**Hendricks Field Center
Sebring Airside Center**

1. OPENING ITEMS

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

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
10/16/2025	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center – Sebring Airside Center

2. CONSENT AGENDA

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

- a) Approve August 2025 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

Is there any Public Comment pertaining to the action items outlined below?

- a) *Approve and Ratify the execution and delivery of: FAA Airport Improvement Program Grant – South Partial Parallel Taxiway Delta – \$2,400,627.00; and all action as taken by Airport Staff with respect thereto*
- b) *Approve and Ratify the execution and delivery of: FDOT – PTGA 448710-1-94-01 Amendment – South Partial Parallel Taxiway Delta – \$26,349.00; and all action as taken by Airport Staff with respect thereto*
- c) ITB #25-06 Partial Parallel Taxiway Delta – Recommendation of Award & Contract – E.O. Koch Construction, Co.
- d) Avcon, Inc. Contract for Construction Administration – South Partial Parallel Taxiway Delta – \$298,940.00
- e) CliftonLarsonAllen LLP – Statement of Work – Assertion Based Examination Services and Audit Services
- f) Resolution 25-09 Approving Budget Amendment S25-06
- g) Resolution 25-10 Approving 2025-2026 Budget

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTORS' REPORT

- Andrew Bennett

- Staff Award Presentation for Jami Olive and Luis Pratts – Certificate in FBO Management from Embry-Riddle Aeronautical University
- Rexair Presentation presented by Michael Hangartner and Keith West

6. BOARD OF DIRECTORS' BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact 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
August 21, 2025**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on August 21,2025, 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
Jason Dunkel	-	Assistant 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.
Keira Medina	-	Avcon, Inc.
Rex Thompson	-	Allied Universal
Heather Meyer	-	AtkinsRéalis (Teams)
Craig Sucich	-	RS&H
Blake Swafford	-	Hanson Professional Services
Dr. Stefan Galler	-	Frequentis
Guillermo Galarza	-	Frequentis
Eric Menger	-	Hanson Professional Services (Teams)

1. OPENING ITEMS

- A. Meeting was called to order at 1:30 p.m. by Chairman Stanley Wells.
- B. Bob Swaine led the Invocation and led the Pledge.
- C. **Roll Call**
Mark Andrews, Carl Cool, Jason Dunkel, D. Craig Johnson, Pete McDevitt, and Stanley Wells were present at the meeting. Terrill Morris was absent.
- D. **Announcements**
Stanley Wells read the announcements that were presented, which were, the Executive Offices will be closed on Labor Day, September 1st and the next board meeting will be Thursday, September 18th at 1:30pm.

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, Dunkel, 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.) Approve and Ratify the execution and delivery of: Florida Department of Transportation – Public Transportation Grant Agreement (PTGA) Amendment Additional Funding – Terminal Apron High Mast Lighting – \$126,298.00; 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, Dunkel, Johnson, McDevitt and Wells.

b.) Interlocal Agreement – Sebring Airport Authority and Community Redevelopment Association (CRA) – Terminal Building: Renovation of Galleria and Public Areas

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, Dunkel, Johnson, McDevitt and Wells.

c.) Interlocal Agreement – Sebring Airport Authority and Community Redevelopment Association (CRA) – New High Mast Apron Lighting

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

d.) Interlocal Agreement – Sebring Airport Authority and Community Redevelopment Association (CRA) – Terminal Café: Repairs/Replacement of Equipment and Fixtures

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

e.) Resolution 25-06 Approving Budget Amendment C25-05

This item was presented by Colleen Plonsky. There was a brief discussion. 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, Dunkel, Johnson, McDevitt and Wells.

f.) Seacoast Bank - \$4,000,000 Grant Line of Credit

This item was presented by Colleen Plonsky. There was a brief discussion. 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, Dunkel, Johnson, McDevitt and Wells.

g.) Seacoast Bank - \$500,000 Unsecure Line of Credit

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

CONTINGENT ACTION ITEMS

No items were presented.

5. EXECUTIVE DIRECTOR'S REPORT

Deputy Director Andrew Bennett presented the Executive Director's report and gave a briefing on the ongoing range activities for this month. There was a brief discussion in regard to the range activities. He also announced that the DLA contract was awarded to the Sebring Airport Authority for five years commencing in 2029. He also gave a brief update on the FBO and staff. Deputy Director Bennett told the board about staff attending the FAC Conference and had the opportunity to present to the General Aviation Committee about the Sebring Airport and their recent projects and future plans.

Deputy Director Andrew Bennett introduced the guest speaker, Blake Swafford, from Hanson Professional Services. Mr. Swafford gave a brief description on the Digital Tower Solution at the Bartow Executive Airport. He then introduced Dr. Stefan J. Galler with Frequentis that gave a presentation on the Digital Tower System and how it works. There was a brief discussion about how this Digital Tower System could impact the Sebring Airport Authority in the future.

6. DIRECTOR'S BUSINESS

No items were presented.

7. CONCERNS OF THE PUBLIC

No items were presented.

8. ADJOURNMENT

Chairman adjourned meeting at 2:30pm.



Mike Willingham, Executive Director

September 18, 2025
Approved by Board

August 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
8/7/2025	Craig D Curtis	\$2,600.00	SAA: Updated Airside Door Security: Installed Magnet Lock, Keypad on Exterior, Exit Button on Interior
8/7/2025	Michael Byrd	\$250.00	SAA: Carpet Cleaned Conference Room/Coffee Bar Waiting Area of Lobby
8/7/2025	Bella Villa 31	\$2,980.00	SAA/FBO: July 2025 Cleaning of Terminal Building
8/7/2025	Copy Life Inc	\$284.33	SAA/FBO: July 2025 Copies
8/7/2025	Department of Management Svcs.	\$338.23	SAA/FBO: June 2025 Audio Long Distance
8/7/2025	Paul C Valladares Jr	\$270.00	SAA/FBO: August 2025 Plant Service
8/7/2025	Rapid Systems	\$143.95	SAA/FBO: July 2025 Monthly Internet for Tower
8/7/2025	Robbins Nursery, Inc.	\$15,606.30	SAA: Building 104 Commercial Hangar Beautification
8/7/2025	SWK Technologies, Inc.	\$498.75	SAA: Monthly Fee Sage 100 Secure Cloud Services
8/11/2025	Ascent Aviation Group	\$46.00	FBO: Credit Card Equipment Monthly Warranty/Communication Fees
8/12/2025	Universal Protection Service, LLC	\$13,767.46	SAA: July 2025 Security Services
8/12/2025	Bassett Electronics Inc	\$740.00	SAA: IT Room Updates - Remove Prefab Ethernet Jumpers Replaced/Upgraded with Thin Series Cables
8/12/2025	Big Messages LLC	\$520.65	SAA/FBO: After Hours Telephone Answering Service August 2025
8/12/2025	Bio-Tech Consulting Inc.	\$3,900.00	SAA: Bi-Monthly Waterway Weed Control
8/12/2025	Cintas	\$649.19	SAA/FBO: Weekly Service Mats, Soap, Germx
8/12/2025	Cintas	\$130.00	SAA/FBO: Monthly Agreement for AED System
8/12/2025	CivilSurv Design Group, Inc.	\$1,900.00	SAA: Professional Services - Webster Turn Reconstruction
8/12/2025	CrawfordTech Government Solutions LLC	\$988.80	SAA/CRA: July 2025 Board Packet Transcripts
8/12/2025	Jami Olive	\$312.20	SAA: CRA Board Training, FCA Conference Reimbursement
8/12/2025	Miller & Company P.C.	\$1,911.50	SAA: Legal Services Re: Fuel Farm, FTZ Research/Project Documents
8/12/2025	The News Sun	\$569.00	SAA: Publications - Invitation to Bid RPF # 25-08 Café
8/12/2025	Peace River Electric Co-Op	\$200.00	FBO: Electricity for APBR Act # 3001
8/12/2025	Summit Fire & Security, LLC	\$1,740.00	SAA: 12 Extinguishers Ordered Due to Fire Extinguisher Inspection
8/12/2025	TechHouse:Intergrated	\$91.88	SAA: General IT Regarding Email Issue
8/12/2025	Trinity Elect. Services, Inc.	\$33,139.80	SAA: May 2025 SEF High Mast Lighting - Grant Reimbursement
8/12/2025	Gibson Aviation Services Inc.	\$13,879.00	FBO: Emergency Repair 5000-2 at APBR, Service on Avgas Truck/Fuel Farm (Jet-A/Avgas) 5000-1/5000-3, Filter Service on Fuel Farm Jet-A and 5000-2 at APBR
8/15/2025	Brannock Berman & Seider	\$30,000.00	SAA: Legal Services- Advance Fee Deposit For Appeal Process - SLID
8/20/2025	Big Messages LLC	\$173.55	SAA/FBO: After Hours Telephone Answering Service September 2025
8/20/2025	Bugs Bee-Ware Ext., Inc.	\$976.00	SAA: Insecticide Application; Weed Control
8/20/2025	CliftonLarsonAllen	\$437.50	SAA: Monthly Lease @ SBITA Software Fees
8/20/2025	Coastal MRO	\$54.50	FBO: Pre Employment Drug Screening
8/20/2025	Dustin Dennis	\$340.00	SAA/FBO: Detailing of Airport Vehicles
8/20/2025	Delaney Fence Co Inc	\$3,980.00	SAA: Security Gate 8A Webster Turn Dr/Fence & Gate Replacement
8/20/2025	BOS of Florida, Inc.	\$17,248.27	SAA: Balance of Boardroom Furniture & Office Chairs PO #5390
8/20/2025	Kaplan Kirsch LLP	\$1,230.00	SAA: Legal Services - Aerobatic Practice Area
8/20/2025	Ridge League of Cities, Inc.	\$250.00	SAA: Annual Membership Dues 09.01-25 - 08.31.26
8/20/2025	Greater Sebring Chamber of Comm	\$600.00	SAA: Area Map Advertising/Printed Publication
8/20/2025	TechHouse:Intergrated	\$1,739.41	SAA/FBO: Monthly Recurring Software Fees; General IT Support; Cyber Liability Questions/Answers; Email Archive Search Completed
8/20/2025	Mosaix Software Inc.	\$1,315.00	FBO: Avman Series 1 Software - September 2025
8/26/2025	Air & Electrical Services, Inc	\$933.68	SAA: Service Call for Gate 23 Lost Communication/Labor to Replace Gate Control Board & Surge Protectors
8/26/2025	Atkins North America, Inc.	\$52,215.00	SAA: July 2025 On-Call Services
8/26/2025	Department of Management Svcs.	\$338.05	SAA/FBO: July 2025 Audio Long Distance
8/26/2025	Florida Waste Solutions LLC	\$1,191.20	SAA/FBO: Monthly Waste Collection Services
8/26/2025	Jami Olive	\$89.99	FBO: Reimbursement for Employee Expense
8/26/2025	TechHouse:Intergrated	\$45.94	SAA: General IT Support; Delegate Insurance Email Inbox
8/26/2025	Cintas Corporation No. 2 dba	\$128.01	FBO: First Aid Cabinet Replenishment

Total Paid: \$210,743.14

August 2025 P-Cards

Purchase Date	Vendor Name	Amount	GL: Description
8/4/2025	ALLEN ENTERPRISES INC	\$393.42	SAA: Runway Lights for Airfield
8/4/2025	COWPOKES WATERING HOLE	\$39.25	SAA: Lunch with Industrial Tenant (Funder)
8/4/2025	NAPA AUTO PARTS SEBRING	\$56.74	SAA: Maintenance Truck Repair; Wiper Switch
8/4/2025	TRACTOR-SUPPLY-CO #0510	\$299.99	FBO: Avgas Sump Pump Repair at Fuel Farm
8/4/2025	SEVEN SEBRING RACEWAY HOTEL	\$258.99	SAA: Hotel Lodging for Life Safety Inspections RS&H - Two Nights
8/5/2025	AFFORDABLE OPENERS	\$97.48	SAA: Controller Card & Shipping for Gate 23
8/5/2025	STARLINK INTERNET	\$432.00	FBO/SAA: Monthly Back-Up Satellite Internet Service
8/6/2025	APEX OFFICE PRODUCTS INC	\$293.43	FBO/SAA: Copy Paper, Creamer, Multifold Towels, 3 Hole Copy Paper
8/6/2025	APSAVIATION.COM	\$376.16	FBO: Fuel Measuring Stick for Truck and Fuel Farm
8/6/2025	CIRCLE K 07515	\$76.00	FBO/SAA: Fuel for Maintenance Vehicle
8/6/2025	EXXON LAMOSS INC.	\$36.75	FBO: Fuel for Courtesy Vehicle
8/6/2025	HICKS OIL CO INC	\$15.00	FBO: One 6 FT Fuel Measuring Stick for APBR
8/6/2025	JW MARRIOTT TAMPA W ST	\$1,586.22	SAA: Hotel Lodging for Florida Airport Conference for Deputy Director
8/6/2025	MARRIOTT TAMPA WATERSI	\$1,489.48	SAA: Hotel Lodging for Florida Airports Council Conference for Executive Assistant
8/6/2025	TRACTOR-SUPPLY-CO #0510	\$14.99	FBO: Thread Sealant for Pipe Repair at Fuel Farm
8/6/2025	TRIANGLE HARDWARE	\$20.99	FBO: 1-1/4x1" Reducer Bushing for Avgas Truck Hose
8/7/2025	NAPA AUTO PARTS SEBRING	\$43.36	FBO: Avgas Truck Window Crank and Teflon Tape
8/7/2025	SEBRING GAS	\$87.12	SAA: Repairs to Fireplace in Runway Cafe
8/7/2025	SQ SWEETWATER COFFEE CO	\$6.45	SAA: Staff Meeting to Discuss Economic Development Projects
8/7/2025	WAWA 5370	\$17.55	FBO/SAA: Fuel for Maintenance Vehicle
8/7/2025	WAWA 5373	\$51.89	SAA: Fuel for Operations Vehicle
8/8/2025	NIC -FDLE CCHINET	\$25.00	FBO: New Employee Background Check
8/8/2025	NIS SUPPLY	\$320.36	FBO: Fuel Absorbent Pads
8/8/2025	SENTRYLINK	\$19.95	FBO: New Employee Background Check
8/8/2025	TRIANGLE HARDWARE	\$42.92	FBO: 3 Gal Buckets with Lids for Fuel Sampling
8/9/2025	Adobe Inc	\$269.84	SAA: Monthly Subscriptions
8/11/2025	CIRCLE K 07515	\$71.00	FBO: Fuel for Courtesy Vehicle
8/11/2025	W & W LMB LAKE PLACID	\$20.97	SAA: Drain Cleaner for Terminal
8/12/2025	Amazon.com 3W8VU55O3	\$20.99	SAA: General Office Supplies
8/13/2025	AMAZON MKTPL 0C8VL1VM3	\$44.47	FBO: Metal Buckets for Sump Pumps and Waste Fuel
8/13/2025	HIGHTAIL / OPENTEXT	\$99.99	SAA: Annual Membership for Secure File Sharing & Large Files
8/13/2025	LOOPNET COSTAR	\$792.00	SAA: Online Realty Listing Service Company - Four Invoices
8/13/2025	TRTAX&ACTGPROFESSIONAL	\$326.00	SAA: Monthly Subscription Fixed Asset Software
8/13/2025	WAWA 5370	\$38.01	FBO: Fuel for Courtesy Vehicle
8/14/2025	CENGAGE LEARNING, INC.	\$326.00	FBO/SAA: Introduction into Microsoft Excel for FBO & SAA Employee
8/14/2025	HARBOR FREIGHT TOOLS 538	\$24.99	FBO: Spotlight for Night Surveys - Wildlife Management
8/14/2025	THE HOME DEPOT #6340	\$46.84	SAA: Bag of Concrete for Fence Patching for Wildlife Management
8/14/2025	WAL-MART #0666	\$29.91	FBO: Coffee Bar Replenishment - Gatorade
8/14/2025	WAWA 5370	\$38.03	FBO: Fuel for Courtesy Vehicle
8/14/2025	WAWA 5370	\$68.30	FBO: Fuel for Courtesy Vehicle
8/14/2025	WAWA 5370	\$73.71	FBO: Fuel for Courtesy Vehicle
8/15/2025	AMAZON MKTPL LG5L022U3	\$29.99	FBO: Coffee Bar Replenishment - Paper Coffee Cups
8/15/2025	APEX OFFICE PRODUCTS INC	\$119.95	SAA: Copy Paper, Letter and Legal
8/15/2025	WAWA 5373	\$52.63	SAA: Fuel for Operations Vehicle
8/16/2025	AMAZON MKTPL 8O3EU43F3	\$129.87	FBO: Sump Pump Buckets for APBR

August 2025 P-Cards

Purchase Date	Vendor Name	Amount	GL: Description
8/17/2025	AMAZON MKTPL VS9NS75G3	\$63.97	FBO: Coffee Bar Replenishment - Complimentary Mints
8/17/2025	OPENAI CHATGPT SUBSCR	\$200.00	SAA: ChatGPT Pro Subscription Monthly
8/18/2025	CIRCLE K 07515	\$74.00	FBO/SAA: Fuel for Maintenance Vehicle
8/18/2025	Griffins Cleaners	\$36.27	SAA: Dry Cleaning of Deputy Director Uniform Shirts
8/18/2025	FLORIDA REALTY MEDIA	\$750.00	SAA: Drone Footage of Outfall Structures
8/19/2025	AIRBNB HMFP48FEXC	\$1,625.77	SAA: Housing for Control Tower Operators - 12 Hours of Sebring 2026
8/19/2025	CFX VES WEBSITE	\$9.98	SAA: Out-of-Town Tolls Paid
8/20/2025	EXXON LAMOSS INC.	\$59.53	FBO: Fuel for Courtesy Vehicle
8/21/2025	AMAZON MKTPL Z27H46QX3	\$1,979.00	SAA: Purchased Drone to Record Outfall Structures
8/22/2025	SP SRQCOFFEE.COM	\$142.85	SAA: Coffee Bar Replenishments - Courtesy Coffee
8/22/2025	WAL-MART #0666	\$75.00	SAA: Wildlife Camera Used for Surveying
8/22/2025	WAWA 5370	\$28.38	FBO: Fuel for Courtesy Vehicle
8/23/2025	SEVEN SEBRING RACEWAY HOTEL	\$692.04	SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative - Five Nights
8/24/2025	VBS VONAGE BUSINESS	\$447.93	FBO/SAA: Monthly Phone Service
8/25/2025	CIRCLE K 07515	\$70.00	FBO/SAA: Fuel for Maintenance Truck
8/25/2025	WAWA 5370	\$6.54	SAA: Fuel for Operations Vehicle - Pump Malfunctioned
8/26/2025	WAWA 5373	\$57.70	SAA: Fuel for Operations Vehicle
8/27/2025	AMAZON MKTPL K02P97EY3	\$224.88	SAA: Boardroom Improvements - Wireless Extender Camera, Adjustable Web Camera Stand, Floating Shelf, Coffee Bar Replenishment - Coffee Creamer
8/27/2025	EXXON LAMOSS INC.	\$71.81	FBO: Fuel for Courtesy Vehicle
8/27/2025	MYFLORIDACOUNTY.COM	\$83.84	SAA: Recorded Interlocal Agreements Between SAA and CRA
8/27/2025	THE BAGEL BAR	\$109.38	SAA: Staff Luncheon for Training
8/27/2025	TRIANGLE HARDWARE	\$8.37	SAA: Keys for Cubical in the Lobby
8/27/2025	VERIZONWRLSS RTCCR VB	\$1,480.49	SAA/FBO: Monthly Mobile Service August 2025
8/28/2025	AMAZON MKTPL KE6RL3773	\$186.99	SAA/FBO: Wet Floor Signs/Anti Slip Mat for Outside Café/AC Room; 13 Gal Trash Bags & Toilet Paper
8/28/2025	GAVAGHANS IRISH PUB	\$72.35	SAA: Lunch Meeting with Prospective Tenant
8/28/2025	GOOD SPORTSMAN MARKETING,	\$117.74	SAA: Wildlife Camera Accessories
8/28/2025	SOPHIE'S DOWNTOWN	\$22.58	SAA: Staff Training Refreshments
8/28/2025	W & W LMB LAKE PLACID	\$34.07	SAA: Material to Repair Cafe AC
8/29/2025	AMAZON MKTPL 4N0PL0L13	\$167.89	FBO/SAA: Paper Towels, Trash Bags, Gatorade Cups, Wildlife Camera, Outdoor Wet Floor Signs
8/29/2025	Mailchimp	\$26.50	SAA: Email Marketing Tool
8/29/2025	PALMER ACE HDWE	\$47.89	FBO: Fittings/Hose to Repair Test Equipment for Fuel Testing
8/30/2025	SEVEN SEBRING RACEWAY HOTEL	\$576.70	SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative - Four Nights
9/2/2025	AIRNAV	\$448.00	FBO: Renewal of AirNav Subscription
9/2/2025	FLORIDA REALTY MEDIA	\$500.00	SAA: Drone Footage of Outfall Structures
9/2/2025	WWW.EBRIDGE.COM	\$175.00	SAA: Monthly Fee for Record Retention
9/3/2025	CFX VES WEBSITE	\$9.98	SAA: Out-of-Town Tolls Paid
9/3/2025	CFX VES WEBSITE	\$18.84	SAA: Out-of-Town Tolls Paid
9/3/2025	CIRCLE K 07515	\$80.00	SAA/FBO: Fuel for Maintenance Vehicle
9/3/2025	EXXON LAMOSS INC.	\$37.01	FBO: Fuel for Courtesy Vehicle
9/3/2025	FLORIDA TIRE TERMINAL	\$1,022.79	FBO: Two Tires for Truck 5000-1 at APBR
9/3/2025	SUNPASS ACC122820104	\$6.85	SAA: Out-of-Town Tolls Paid
9/3/2025	SEVEN SEBRING RACEWAY HOTEL	\$239.80	SAA: Hotel Lodging for Life Safety Inspections RS&H - Two Nights
9/3/2025	WAWA 5370	\$31.99	FBO: Fuel for Courtesy Vehicle

August 2025 P-Cards

Purchase Date	Vendor Name	Amount	GL: Description
9/3/2025	WAWA 5370	\$39.50	FBO: Fuel for Courtesy Vehicle
9/4/2025	AMAZON MKTPL PU8TG7HM3	\$83.29	SAA: File Folders, Pockets, Tabs, for Accounting Dept.

Total Due: \$20,968.47

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 9/10/2025
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&ESERV Air & Electrical Services, Inc									
1592-554681	9/5/2025	10/5/2025	\$110.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Service Call - AC Not Working in Building 22 Unclogged Drainline
Vendor A&ESERV Totals:			<u>\$110.00</u>	<u>\$110.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
AVCON Avcon, Inc.									
131551 HML	8/31/2025	9/30/2025	\$1,335.15	\$1,335.15	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2025 SEF High Mast Lighting - Grant Reimbursement
Vendor AVCON Totals:			<u>\$1,335.15</u>	<u>\$1,335.15</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
BBS Brannock Berman & Seider									
9512 SLID	8/31/2025	8/31/2025	\$1,855.00	\$1,855.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2025 Legal Services: Appeal Process SLID
Vendor BBS Totals:			<u>\$1,855.00</u>	<u>\$1,855.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
BRYANT Bryant Miller Olive P.A.									
86586 SLID	8/31/2025	9/30/2025	\$12,602.50	\$12,602.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2025 Legal Services: SLID - Stormwater Treatment
Vendor BRYANT Totals:			<u>\$12,602.50</u>	<u>\$12,602.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
BUGS Bugs Bee-Ware Ext., Inc.									
285372	9/9/2025	9/19/2025	\$193.00	\$193.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Plant/Shrub Care Insecticide/Fungicide - Bldg 104
285378	9/9/2025	9/19/2025	\$573.00	\$573.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Quarterly Extermination on 9/9/25 - Terminal Bldg
Vendor BUGS Totals:			<u>\$766.00</u>	<u>\$766.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CINTAS Cintas									
4241455786	8/27/2025	9/26/2025	\$424.63	\$424.63	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Weekly Service Mats, Soap, Germx
4242283764	9/4/2025	10/4/2025	\$224.56	\$224.56	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Weekly Service Mats, Soap, Germx
Vendor CINTAS Totals:			<u>\$649.19</u>	<u>\$649.19</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CIVILSU CivilSurv Design Group, Inc.									
442-001001-26	8/31/2025	9/30/2025	\$4,373.75	\$4,373.75	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Professional Services - Webster Turn Drive Reconstruction
Vendor CIVILSU Totals:			<u>\$4,373.75</u>	<u>\$4,373.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
DIANARI Diana Ries Designs, Inc.									
14786	8/31/2025	9/30/2025	\$1,087.00	\$1,087.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/CRA: August 2025 Website Updates
Vendor DIANARI Totals:			<u>\$1,087.00</u>	<u>\$1,087.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
EAF AAIM									
00084040	8/20/2025	9/30/2025	\$803.00	\$803.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Annual Membership Dues (HR Association)
Vendor EAF Totals:			<u>\$803.00</u>	<u>\$803.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
FEC Federal Express Corporation									
8-967-07250	8/26/2025	10/10/2025	\$9.28	\$9.28	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Express Shipping Charges
Vendor FEC Totals:			<u>\$9.28</u>	<u>\$9.28</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
FLORID Florida Airports Council									
2785	9/1/2025	10/1/2025	\$412.50	\$412.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Annual Membership Dues 10/1/25 - 9/30/26
Vendor FLORID Totals:			<u>\$412.50</u>	<u>\$412.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 9/10/2025
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
INTRADY Intradyn 9295	9/9/2025	10/9/2025	\$1,080.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Social Media Archiving Bundle - 3 Accounts - Yearly
Vendor INTRADY Totals:			<u>\$1,080.00</u>	<u>\$1,080.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
JACKS Jack's Lawn Service 2500	9/1/2025	10/1/2025	\$425.00	\$425.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2025 Diversified CPC - Lawn Care Reimbursed by Tenant
2501	9/1/2025	10/1/2025	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2025 Lawn Care Bldg 735
2502	9/1/2025	10/1/2025	\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2025 Lawn & Landscape Care
Vendor JACKS Totals:			<u>\$8,900.00</u>	<u>\$8,900.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
RWSUM RW Summers Railroad Contr.,Inc 25124	9/4/2025	10/4/2025	\$1,356.00	\$1,356.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Q3 2025 Track Inspection @ SAA Performed 8/27/25
Vendor RWSUM Totals:			<u>\$1,356.00</u>	<u>\$1,356.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A. 167229 OC	8/31/2025	9/30/2025	\$3,861.78	\$3,861.78	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2025 General On-Call Service
167230 SLID	8/31/2025	9/30/2025	\$2,820.00	\$2,820.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2025 Legal Services: SLID
Vendor SWAINE Totals:			<u>\$6,681.78</u>	<u>\$6,681.78</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Report Totals:			<u>\$42,021.15</u>	<u>\$42,021.15</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 9/9/2025
 Sebring Airport Authority (FBO)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
Ascent Aviation Group									
1137454	8/18/2025	9/17/2025	\$22,098.40	\$22,098.40	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel @ APBR
1139455	8/25/2025	9/24/2025	\$21,970.66	\$21,970.66	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel @ APBR
1141247	9/1/2025	10/1/2025	\$20,848.14	\$20,848.14	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel @ KSEF
1142310	9/5/2025	10/5/2025	\$32,199.61	\$32,199.61	\$0.00	\$0.00	\$0.00	\$0.00	FBO: 100LL AvGas @ KSEF
M328609	9/1/2025	10/1/2025	\$46.00	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Credit Card Equipment Monthly Warranty and Communication Fees
Vendor ASCENT Totals:			<u>\$97,162.81</u>	<u>\$97,162.81</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CAMP Software Inc.									
CS003935	9/9/2025	9/29/2025	\$297.50	\$297.50	\$0.00	\$0.00	\$0.00	\$0.00	FBO: TFBO Software for 5 Users - September 2025
Vendor CAMP Totals:			<u>\$297.50</u>	<u>\$297.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Report Totals:			<u>\$97,460.31</u>	<u>\$97,460.31</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	

Sebring Airport Authority Agenda Item Summary

Meeting Date: September 18, 2025

Presenter: Andrew Bennett

Agenda Item: Federal Aviation Administration (FAA) - Airport Improvement Program (AIP) Grant 3-12-0072-038-2025 - Partial Parallel Taxiway D Construction

Background: The Airport Authority management team has requested \$2,400,627.00 in FAA (AIP) grant funding and \$151,349.00 in Florida Department of Transportation (FDOT) grant funding to construct a new 1,800ft x 40ft partial parallel Taxiway D to Runway 14-32. FDOT Public Transportation Grant Agreement 448710-1-94-01 has been received for the requested amount of \$151,349.00. Staff's request for funding was announced in the FAA's most recent notice of AIP funding released on September 16, 2025.

Recommended Action: Approve and ratify the execution and delivery of amended FAA AIP Grant 3-12-0072-038-2025 and all actions taken by Airport Staff with respect thereto.

Board Action:

Approved ___X___
Denied ___
Tabled ___



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports
District Office:
8427 South Park
Circle, Suite 524
Orlando, FL 32819

September 16, 2025

Mike Willingham
Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 32870

Dear Mr. Willingham:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0072-038-2025 at Sebring Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rebecca R. Henry (09/16/2025 14:43:48 EDT)

Rebecca Henry
Acting Manager



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 16, 2025
Airport/Planning Area	Sebring Regional Airport
Airport Infrastructure Grant Number	3-12-0072-038-2025
Unique Entity Identifier	HYANYE4BN1Z4

TO: Sebring Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 28, 2025, for a grant of Federal funds for a project at or associated with the Sebring Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Sebring Regional Airport (herein called the "Project") consisting of the following:

Construct Taxiway D (1,800 feet) – Construction Phase
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,400,627.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$2,400,627 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

- (5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor 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. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. 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, the Sponsor 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 a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated July 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
 - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
32. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining

airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
37. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Rebecca R. Henry

Rebecca R. Henry (09/16/2025 14:43:48 EDT)

(Signature)

Rebecca R. Henry

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

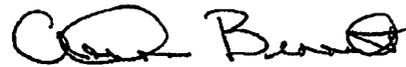
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 16, 2025

Sebring Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Andrew Bennett

(Typed Name of Sponsor's Authorized Official)

Title: Deputy Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Robert Swaine, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 16, 2025

By: Robert Swaine
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.

- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Sebring Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 28, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

SEF-SOG-3-12-0072-038-2025-Grant Agreement

Final Audit Report

2025-09-16

Created:	2025-09-15
By:	Kevin Luey (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3eY6vQuq3Wjia614Uohh0RyVikmjdXQR

"SEF-SOG-3-12-0072-038-2025-Grant Agreement" History

-  Document created by Kevin Luey (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2025-09-15 - 6:55:22 PM GMT- IP address: 155.178.180.12
-  Document sent to juan.brown@faa.gov, krystal.ritchey@faa.gov and rebecca.henry@faa.gov for signature. One of them to sign
2025-09-16 - 6:41:14 PM GMT
-  Email viewed by rebecca.henry@faa.gov
2025-09-16 - 6:42:25 PM GMT- IP address: 104.47.65.254
-  Signer rebecca.henry@faa.gov entered name at signing as Rebecca R. Henry
2025-09-16 - 6:43:46 PM GMT- IP address: 155.178.180.11
-  Document e-signed by Rebecca R. Henry (rebecca.henry@faa.gov)
Signature Date: 2025-09-16 - 6:43:48 PM GMT - Time Source: server- IP address: 155.178.180.11
-  Document emailed to Andrew Bennett (andrew@sebring-airport.com) for signature
2025-09-16 - 6:43:51 PM GMT
-  Email viewed by Andrew Bennett (andrew@sebring-airport.com)
2025-09-16 - 7:31:34 PM GMT- IP address: 174.218.252.29
-  Document e-signed by Andrew Bennett (andrew@sebring-airport.com)
Signature Date: 2025-09-16 - 7:53:33 PM GMT - Time Source: server- IP address: 174.218.252.29
-  Document emailed to Robert Swaine (bob@heartlandlaw.com) for signature
2025-09-16 - 7:53:37 PM GMT
-  Email viewed by Robert Swaine (bob@heartlandlaw.com)
2025-09-16 - 7:54:29 PM GMT- IP address: 104.47.57.254



 Document e-signed by Robert Swaine (bob@heartlandlaw.com)

Signature Date: 2025-09-16 - 7:56:13 PM GMT - Time Source: server- IP address: 65.141.159.42

 Agreement completed.

2025-09-16 - 7:56:13 PM GMT



Sebring Airport Authority Agenda Item Summary

Meeting Date: September 18, 2025

Presenter: Andrew Bennett

Agenda Item: Florida Department of Transportation (FDOT) Amended Public Transportation Grant Agreement 448710-1-94-01.

Background: The Airport Authority received \$153,500.00 via Florida Department of Transportation (FDOT) grant funding to obtain design, permitting, bidding and construction services for a new 1,800ft x 40ft partial parallel Taxiway D to Runway 14-32. An amendment to FDOT Public Transportation Grant Agreement 448710-1-94-01 has been received for an additional \$26,349.00 that will be applied to project construction cost. Total construction cost equals \$2,836,976.00 and is 100% grant funded by FAA (95%) and FDOT (5%).

Recommended Action: Approve and ratify the execution and delivery of amended Public Transportation Grant Agreement 455926-1-94-01; and all actions taken by Airport Staff with respect thereto.

Board Action:

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

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 448710-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215 N/A	FLAIR Category: 088719 Object Code: 740100, 751000 Org. Code: 55012020129 Vendor Number: VF591173009002
Contract Number: G2X30	Federal Award Date:	N/A	Amendment No.: 2
CFDA Number: N/A	SAM/UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on 9/10/2025, by and between the State of Florida, Department of Transportation (“Department”), and Sebring Airport Authority, (“Agency”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Department and the Agency on 5/20/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add state and federal funds in accordance with the procedure for multi-year/phased airport projects.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
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- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is increased/ decreased by \$51,976 bringing the revised total cost of the project to \$2,836,976.

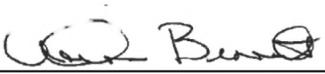
The Department's participation is increased/ decreased by \$26,349. The Department agrees to participate in the Project cost up to the maximum amount of \$179,849, and, additionally the Department's participation in the Project shall not exceed 6.34% of the total eligible cost of the Project.

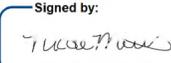
Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

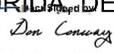
AGENCY Sebring Airport Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 
 Name: Andrew Bennett
 Title: Deputy Director

Signed by:
 By: 
 Name: Nicole E. Mills, P.E.
 Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: , Senior Attorney (as to legality and form)

DS


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448710-1-94-01	DDR	088719	2024	740100	N/A	N/A	\$28,500.00
448710-1-94-01	DPTO	088719	2025	740100	N/A	N/A	\$125,000.00
448710-1-94-01	DPTO	088719	2026	740100	N/A	N/A	\$1,349.00
448710-1-94-01	FAA	088719	2024	740100	N/A	N/A	\$256,500.00
448710-1-94-01	FAA	088719	2026	740100	N/A	N/A	\$25,627.00
448710-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$2,375,000.00
448710-1-94-01	DPTO	088719	2026	751000	55.004	Aviation Grant Program	\$25,000.00
Total Financial Assistance							\$2,836,976.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$154,849.00	\$0.00	\$2,657,127.00	\$2,811,976.00	5.51	0.00	94.49
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$179,849.00	\$0.00	\$2,657,127.00	\$2,836,976.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:
Dawn Gallon
Signature

09/04/2025 | 2:45 PM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$25,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Dawn.Gallon@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2X30

9/4/2025

CONTRACT INFORMATION

Contract:	G2X30
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEBRING AIRPORT AUTHORITY
Vendor ID:	F591173009002
Beginning Date of This Agreement:	05/20/2024
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$206,198.00
Description:	Sebring Regional ARPT Partial Parallel Taxiway D

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 9/4/2025

Action:	Supplemental	Supplemental
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55012020129	55012020129
Expansion Option:	A1	A8
Object Code:	740100	751000
Amount:	\$1,349.00	\$25,000.00
Financial Project:	44871019401	44871019401
Work Activity (FCT):	215	215
CFDA:		
Fiscal Year:	2026	2026
Budget Entity:	55100100	55100100
Category/Category Year:	088719/26	088719/26
Amendment ID:	S002	S002
Sequence:	00	01
User Assigned ID:	2	2
Enc Line (6s)/Status:	0003/04	0004/04

Total Amount: \$26,349.00

Certificate Of Completion

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Contract Number (ex. C9A12, optional): G2X30	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 448710-1-94-01	
Office (contact Procurement if add is needed): Aviation	
HR Action?: No	
Source Envelope:	Envelope Originator:
Document Pages: 7	Dawn Gallon
Certificate Pages: 2	605 Suwannee Street
AutoNav: Enabled	MS 20
Envelopeld Stamping: Enabled	Tallahassee, FL 32399-0450
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	dawn.gallon@dot.state.fl.us
	IP Address: 156.75.252.6

Record Tracking

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Signer Events

Dawn Gallon
dawn.gallon@dot.state.fl.us
FDOT Aviation Coordinator
Florida Department of Transportation
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0EAA269114E440A
Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Don Conway
don.conway@dot.state.fl.us
Senior Attorney
Florida Department of Transportation
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 156.75.252.6

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	9/5/2025 1:45:28 PM

Payment Events	Status	Timestamps
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RESOLUTION NO. 24-05

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE ELECTRONIC EXECUTION AND DELIVERY OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANTS AND ALL RELATED DOCUMENTS REQUIRED BY OR FOR THE GRANT AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sebring Airport Authority has applied and will apply in the future for certain grants from the Florida Department of Transportation;

WHEREAS, the Sebring Airport Authority and the Florida Department of Transportation wish to enter into grant agreements via electronic signature and delivery;

WHEREAS, the Florida Department of Transportation wishes to update its information to provide for electronic signature and delivery of grant agreements.

NOW, THEREFORE, BE IT RESOLVED BY the members of the Sebring Airport Authority that:

1. The execution and delivery of Florida Department of Transportation grant agreements and related documents is hereby approved. The execution may be traditional signature or electronic signature.

2. The following is the Sebring Airport Authority's updated list of authorized personnel for traditional signature or electronic signature of Florida Department of Transportation grant agreements:

Name: Mike Willingham
Title: Executive Director
Address: 128 Authority Lane, Sebring, Florida 33870
Phone Number: 863-314-1300
Email: mike@sebring-airport.com
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Andrew Bennett
Title: Deputy Director
Address: 128 Authority Lane, Sebring, Florida 33870
Phone Number: 863-314-1319
Email: andrew@sebring-airport.com
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Colleen Plonsky
Title: Director of Finance
Address: 128 Authority Lane, Sebring, Florida 33870
Phone Number: 863-314-1302
Email: cplonsky@sebring-airport.com
Sebring Airport Authority Attorney: Robert S. Swaine

3. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 16th day of May, 2024.



(corporate seal)

SEBRING AIRPORT AUTHORITY

By: _____

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

Attest: _____

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

Certificate Of Completion

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Document Contains Confidential Information?: No	
Fin Proj Num (ex. 123456-1-32-01, Optional): 448710-1-94-01	
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HR Action?: No	
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Record Tracking

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Signer Events

Don Conway
don.conway@dot.state.fl.us
Senior Attorney
Florida Department of Transportation
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

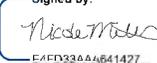
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Signature Adoption: Pre-selected Style
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Timestamp

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Viewed: 9/9/2025 10:08:51 AM
Signed: 9/9/2025 10:09:45 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Nicole Mills
nicole.mills@dot.state.fl.us
Director of Transportation Development
Florida Department of Transportation
Security Level: Email, Account Authentication (None)

Signed by:

E1FD33AA6641427 ...
Signature Adoption: Uploaded Signature Image
Using IP Address: 47.205.78.59
Signed using mobile

Sent: 9/9/2025 10:09:46 AM
Viewed: 9/10/2025 7:30:58 AM
Signed: 9/10/2025 7:31:21 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/9/2025 8:04:49 AM
Certified Delivered	Security Checked	9/10/2025 7:30:58 AM
Signing Complete	Security Checked	9/10/2025 7:31:21 AM
Completed	Security Checked	9/10/2025 7:31:21 AM

Payment Events	Status	Timestamps
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Sebring Airport Authority Agenda Item Summary

Meeting Date: September 18, 2025

Presenter: Andrew Bennett

Agenda Item: South Partial Parallel Taxiway Delta – E.O. Koch Construction - Award and Contract

Background: Staff advertised ITB #25-06 for South Partial Parallel Taxiway Delta Construction, eight (8) bids were received and evaluated by the Engineer of Record, Avcon. The apparent low bidder for Bid #25-06 is E.O. Koch Construction. The engineer's opinion of probable construction costs (EOPCC) was \$2,693,127.25. The total bid from E.O. Koch Construction is \$2,249,536.00. E.O. Koch submitted the required bid forms, a list of eleven (11) major projects completed over the past 10 years, a list of four (4) projects currently under contract, and committed to exceeding the DBE goal set for the project of 9.95%. Avcon recommends award of the contract to E.O. Koch Construction.

Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the amount of \$2,249,536.00 (Two Million Two Hundred Forty-Nine Thousand Five Hundred Thirty-Six Dollars and Zero Cents).

Board Action:

Approved X

Denied

Tabled

CONTRACT

THIS CONTRACT made and entered into this 18th day of September, 2025, by and between the SEBRING AIRPORT AUTHORITY (the "Owner") and E.O. KOCH CONSTRUCTION, CO. ("Contractor") concerns the project entitled **SOUTH PARTIAL PARALLEL TAXIWAY D.**

WITNESSETH:

WHEREAS, the Owner has a project entitled SOUTH PARTIAL PARALLEL TAXIWAY D, 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 \$2,249,536.00 (Two Million Two Hundred Forty-Nine Thousand Five Hundred Thirty-Six Dollars and 00/100) 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 Bid documents for Bid No. 25-06, Plans prepared by Avcon, Inc., Technical Specifications and other Contract documents (Proposal documents, Legal Provisions and Special Provisions) for the Base Bid and Bid Alternate under Bid No. 25-06 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 \$2,249,536.00 (Two Million Two Hundred Forty-Nine Thousand Five Hundred Thirty-Six Dollars and 00/100) (the said sum being the total of the Contractor's base bid, a copy of which is attached hereto and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit price, together with lump sum prices, contained in said bid, for the work actually completed.

4. Payments on accounts will be made as provided for in the Contract Documents.

5. The Owner may elect to issue a "soft" Notice to Proceed to authorize the Contractor to purchase "long lead time" materials for the Project. The Owner will issue a Notice to Proceed to authorize Contractor to begin work on the Project. Contractor shall be responsible for completing the Project in an expedited manner to achieve substantial completion within One Hundred Fifty-Three (153) calendar days

from the date of the Notice to Proceed and final completion within Thirty (30) calendar days from the date of substantial completion. 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 complete 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 Project on or before the date set forth in paragraph 5 above, as may be extended by Change Order, Contractor shall pay to Owner liquidated damages in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per calendar day for each calendar day the date of substantial completion is delayed beyond the date required in paragraph 5 above.
- 5.3 After substantial completion, if Contractor shall neglect, refuse or fail to achieve final completion within the time period specified in paragraph 5, as may be extended by Change Order, Contractor shall pay Owner Five Hundred and 00/100 Dollars (\$500.00) for each calendar day that final completion is delayed beyond the date required in paragraph 5 above.
- 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, \$2,249,536.00 (Two Million Two Hundred Forty-Nine Thousand Five Hundred Thirty-Six Dollars and 00/100) 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 determinates 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.

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

17.3 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.

17.4 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 Commercial General Liability Coverage - Occurrence Form Required. Commercial General Liability Insurance. Contractor shall, at its own expense, maintain a policy or policies of commercial general liability insurance with respect to the operations conducted on the Airport premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than \$2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage or combination thereof. This shall include premises and/or operations; independent contractors; products and completed operations and contractual liability. Owner shall be listed as an additional insured on Contractor's policy or policies of commercial general liability insurance and Contractor shall provide Owner with current Certificates of Insurance evidencing Contractor's compliance with this paragraph.
- 25.3 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
- 25.4 Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use, including coverage for all sub-contractors and their automobiles.
- 25.5 Excess or Umbrella Liability Coverage. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.
- 25.6 Builders Risk Coverage. Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased. The Builders Risk insurance is to be endorsed to cover the interests of all parties, including Owner and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

- 25.7 Installation Floater Coverage. Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.
- 25.8 EVIDENCE/CERTIFICATES OF INSURANCE. Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance are to be provided to Owner at least 15 days prior to coverage renewals. If requested by Owner, Contractor shall furnish complete copies of Contractor's insurance policies, forms and endorsements. For Commercial General Liability coverage Contractor shall, at the option of Owner, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. Receipt of certificates or other documentation of insurance or policies or copies of policies by Owner, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.
26. Change Orders.
- 26.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.
- 26.2 A Change Order is a written order to Contractor signed by Owner, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by a Change Order.
- 26.3 The cost or credit to Owner resulting from a Change in the Work shall be determined in one or more of the following ways:
- A. By mutual acceptance of a lump sum properly itemized;
 - B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
 - C. By cost and a mutual acceptable fixed or percentage fee.
- 26.4 If none of the methods set forth in paragraph 25.3 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

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

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

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

28. Correction of Work.

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

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

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

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

assisted programs of the Department of Transportation – effectuation of Title VI, Title VII, and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner’s prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner. Contractor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner of the United States of America and the State of Florida Department of Transportation to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who ails or refused to furnish this information, Contractor shall so certify to Owner and the United States or the State of Florida, Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or the United States or State of Florida Department of Transportation or other applicable government entity may determine to be appropriate, including withholding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights. Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect. Owner may, from time to time, adopt additional or amended and nondiscrimination provisions 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 or 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:
 Aaron Nadaskay
 Vice President
 E.O. Koch Construction, Co.
 PO Box 1965
 Sebring, FL 33871

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:

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

Jami Olive
 Printed Name: Jami Olive

Cleen Plonsky
 Printed Name: Cleen Plonsky

By: [Signature]
 Stanley Wells, as its Chair or
 D. Craig Johnson, as its Vice Chair

Attest: [Signature]
 Carl Cool, as its Secretary or
 Jason Dunkel, as its Asst. Secretary
 (Corporate Seal)



CONTRACTOR: E.O. Koch Construction, Co.

Amy Smith
 Printed Name: Amy Smith

Danielle M Osteen
 Printed Name: Danielle M Osteen

By: [Signature]
 Printed Name: Aaron Nadaskay
 Title: Vice President

LEGAL PROVISIONS

Miscellaneous

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

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

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

E-Verify.

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

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

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

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

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

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

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

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

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

Legal Provisions and Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner may, from time to time, adopt additional or amended and nondiscrimination 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) yeas 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.

GRANT ASSURANCES

Contractor agrees not to undertake and action that would violate any of the Grant Assurances in connection with FAA financial assistance programs.

SIGNAGE

If this is a Federally-assisted airport improvement project, Contractor shall post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

Sebring Airport Authority Agenda Item Summary

Meeting Date: September 18, 2025

Presenter: Andrew Bennett

Agenda Item: Professional Engineering Services - South Partial Parallel Taxiway Delta – Avcon, Inc – Construction Services Contract

Background: Pursuant to the Authority's general on-call consulting services agreement with Avcon, Inc., staff engaged Avcon—who also serves as the Engineer of Record—to provide Construction Administration Services for the South Partial Parallel Taxiway Delta project. These services are 100% grant funded: 95% from the Federal Aviation Administration and 5% from the Florida Department of Transportation.

Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the amount of \$298,940.00 (Two Hundred Ninety-Eight Thousand Nine Hundred Forty Dollars and Zero Cents).

Board Action:

Approved X
Denied
Tabled

**CONSULTANT SERVICES AUTHORIZATION
BIDDING AND CONSTRUCTION SERVICES FOR PARTIAL PARALLEL TAXIWAY D
LOCATED AT THE SEBRING REGIONAL AIRPORT**

This CONSULTANT SERVICES AUTHORIZATION (“CSA”) is made this 18th day of September, 2025 between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the “AUTHORITY”) and **AVCON, INC.**, a Florida corporation (herein referred to as the “CONSULTANT”) pursuant to the Contract for Continuing Services executed by the parties on May 15, 2025. The parties hereto agree as follows:

1. AUTHORIZATION. The AUTHORITY and CONSULTANT entered into a Continuing Contract pursuant to the Consultants’ Competitive Negotiation Act on May 15, 2025. Pursuant to that agreement, CONSULTANT would like to perform the work described herein.

2. SERVICES. AUTHORITY is in need of professional services for the Taxiway D (the “Project”), and CONSULTANT desires to perform that work. The services are more particularly described in Exhibit A Scope of Services, and shall hereafter be referred to as “Services.” CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

3. COMPENSATION AND PAYMENT. The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Two Hundred Ninety-Eight Thousand Nine Hundred Forty Dollars (\$298,940.00) as the total price for the Services, including CONSULTANT’s direct expenses and expenses of subconsultants and subcontractors. The price is based on the Scope of Services included on Exhibit A.

On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY’s Executive Director and engineer must approve each payment request. Each payment application shall also:

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

4. COMMENCEMENT AND COMPLETION DATES. CONSULTANT hereby agrees to commence work under this CSA promptly and to continue work until the Project is complete. An estimated duration for the Project is set forth in Exhibit A.

5. TERMINATION. This CSA 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 CSA 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 CSA, 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.

6. KEY PERSONNEL ASSIGNMENT. The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this CSA: Jack Thompson – Project Manager.

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

WITNESSES:

Jami Olive
 Printed Name: Jami Olive

Colleen Pansky
 Printed Name: Colleen Pansky

WITNESSES:

Joann Johnson
 Printed Name: Joann Johnson

Holly Donath
 Printed Name: Holly Donath

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

By: Stanley Wells
 Stanley Wells, as its Chair or
 D. Craig Johnson, as its Vice Chair

Attest: Carl Cool
 Carl Cool, as its Secretary or
 Jason Dunkel, as its Asst. Secretary



CONSULTANT: AVCON, INC., a Florida corporation

By: Sandeep Singh
 Sandeep Singh, its President



EXHIBIT A

SCOPE OF SERVICES

Sebring Regional Airport

South Partial Parallel Taxiway D

Bidding and Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide bidding and construction phase services for approximately 1,800' of 35' wide partial parallel Taxiway D at Sebring Regional Airport. The project limits are depicted on Exhibit C. Generally, the project includes construction of partial parallel Taxiway D from Runway 32 northwest to Taxiway C. Included in the project are paving, grading, drainage, pavement markings, signage, and stormwater improvements required by South Florida Water Management District (SFWMD).

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Bidding Phase

The bidding services consist of preparing the bid documents, assisting the SPONSOR with public advertisement, addressing contractor questions during bidding, and evaluating the bids received to provide a recommendation of award letter.

Bidding

Bidding includes:

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Construction Phase

Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FAA and FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FAA and FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FAA, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR, FAA and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR, FAA and FDOT.

Construction Observation

Construction Observation shall consist of observation on a full-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with FAA and FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.

- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Attend pre-construction conference and weekly progress meetings.
- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, FAA and FDOT.

The construction contract has a 153-calendar day duration from the full notice to proceed. This scope and fee assume that there will be full-time inspection of the project, and it is assumed that one person will be onsite daily, and another person will be onsite once a week for a coordination/progress meeting.

The CONSULTANT agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	5 days
Full-time Inspection:	110 days
Post-Construction:	5 days

END OF ATTACHMENT A

EXHIBIT B - HOUR AND FEE PROPOSAL
BIDDING AND CONSTRUCTION SERVICES FOR SOUTH PARTIAL PARALLEL TAXIWAY D
SEBRING REGIONAL AIRPORT

03/10/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Senior Inspector		Contract Admin		Labor		Expenses and Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 240	Rate/Hour:	\$ 225	Rate/Hour:	\$ 150	Rate/Hour:	\$ 120	Hours	Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	BIDDING													
1.1	Grant Administration and Project Coordination	4	\$ 1,240	4	\$ 960		\$ -		\$ -		\$ -	8	\$ 2,200	\$ -
1.2	Prepare bid documents for distribution		\$ -	4	\$ 960	16	\$ 3,600		\$ -	4	\$ 480	24	\$ 5,040	\$ -
1.3	Assist with advertisement		\$ -	4	\$ 960		\$ -		\$ -	4	\$ 480	8	\$ 1,440	\$ -
1.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 960	8	\$ 1,800		\$ -	2	\$ 240	14	\$ 3,000	\$ -
1.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 960	8	\$ 1,800		\$ -	4	\$ 480	16	\$ 3,240	\$ -
1.6	Attend bid opening		\$ -	4	\$ 960		\$ -		\$ -		\$ -	4	\$ 960	\$ -
1.7	Prepare bid tabulation and recommendation of award	2	\$ 620	4	\$ 960		\$ -		\$ -	4	\$ 480	10	\$ 2,060	\$ -
	Subtotal	6	\$ 1,860	28	\$ 6,720	32	\$ 7,200	0	\$ -	18	\$ 2,160	84	\$ 17,940	\$ -
2	CONSTRUCTION ADMINISTRATION													
2.1	Grant Administration and Project Coordination	4	\$ 1,240	24	\$ 5,760		\$ -		\$ -		\$ -	28	\$ 7,000	\$ -
2.2	Pre-Construction meeting		\$ -	8	\$ 1,920	16	\$ 3,600		\$ -	4	\$ 480	28	\$ 6,000	\$ -
2.3	Weekly Construction meetings		\$ -	40	\$ 9,600	80	\$ 18,000		\$ -	24	\$ 2,880	144	\$ 30,480	\$ -
2.4	Submittal review and approval, RFI resolution		\$ -	8	\$ 1,920	24	\$ 5,400		\$ -	16	\$ 1,920	48	\$ 9,240	\$ -
2.5	Pay application review and approval		\$ -	12	\$ 2,880	24	\$ 5,400		\$ -	4	\$ 480	40	\$ 8,760	\$ -
2.6	Final punchwalk, final punchlist, and final inspection		\$ -	16	\$ 3,840	24	\$ 5,400		\$ -	8	\$ 960	48	\$ 10,200	\$ -
2.7	Project closeout	2	\$ 620	8	\$ 1,920	40	\$ 9,000		\$ -	8	\$ 960	56	\$ 12,500	\$ -
	Subtotal	6	\$ 1,860	116	\$ 27,840	208	\$ 46,800	0	\$ -	64	\$ 7,680	394	\$ 84,180	\$ -
3	CONSTRUCTION OBSERVATION													
3.1	Pre-Construction Coordination		\$ -		\$ -		\$ -	40	\$ 6,000		\$ -	40	\$ 6,000	\$ -
3.2	On-site construction observation		\$ -		\$ -		\$ -	1100	\$ 165,000		\$ -	1,100	\$ 165,000	\$ 10,000
3.3	Post-construction records preparation		\$ -		\$ -		\$ -	40	\$ 6,000		\$ -	40	\$ 6,000	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	1180	\$ 177,000	0	\$ -	1180	\$ 177,000	\$ 10,000
4	QUALITY ASSURANCE MATERIAL TESTING													
4.1	Quality Assurance Material Testing		\$ -		\$ -	8	\$ 1,800		\$ -		\$ -	8	\$ 1,800	\$ 6,020
	Subtotal	0	\$ -	0	\$ -	8	\$ 1,800	0	\$ -	0	\$ -	8	\$ 1,800	\$ 8,020
	Total	12	\$ 3,720	144	\$ 34,560	248	\$ 55,800	1180	\$ 177,000	82	\$ 9,840	1,666	\$ 280,920	\$ 18,020

Total Project Fee	\$ 298,940
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August 27, 2025

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2025.

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

Scope of audit services

We will audit the financial statements of the Sebring Airport Authority, which collectively comprise the basic financial statements of Sebring Airport Authority, and the related notes to the financial statements as of and for the year ended September 30, 2025.

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

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

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

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

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

Audit objectives

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

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

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

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and state projects and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and state project in accordance with the Uniform Guidance and on compliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on each major Florida project in accordance with Chapter 10.550.

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

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

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

We also will issue a written management letter, as required by Chapter 10.550, upon completion of our audit.

Auditor responsibilities, procedures, and limitations

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

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

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

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

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

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

- Management override of controls
- Revenue recognition

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

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

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

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

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

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

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

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

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

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

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

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

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

Management responsibilities

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

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

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

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

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and

objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

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

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

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

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

You agree to include our report on the schedule of expenditures of federal awards and state financial

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

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

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

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

as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

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

Use of financial statements

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

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

Engagement administration and other matters

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

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

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

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

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

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

responsible for any additional costs incurred to perform these procedures.

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

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

Fees

Our fees are outlined below. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Audit of financial statements	\$30,750.00
GASB 101 – Compensated Absences	\$1,500.00
Federal single audit	\$4,250.00
Financial statement preparation	\$6,900.00
5% Technology and Client Support Fee	\$2,170.00
Total	\$45,570.00

Bill to be mailed on	Amount to be billed
October 2025	\$15,190
December 2025	\$15,190
February 2026	\$15,190

Unexpected circumstances

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

Changes in accounting and audit standards

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

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms

and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:

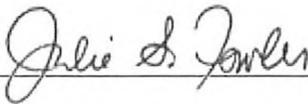
This letter correctly sets forth the understanding of Sebring Airport Authority.

CLA

ORG: CliftonLarsonAllen LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: September 3, 2025

Client

ORG: Sebring Airport Authority

NAME: Michael Willingham

TITLE: Executive Director

SIGN: 

DATE: September 18, 2025



September 2, 2025

Statement of Work - Assertion Based Examination Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2025.

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

Examination services

We will examine your compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds during the period October 1, 2024 to September 30, 2025.

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, regarding the investment of public funds, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Section 218.415, Florida Statutes, regarding the investment of public funds, in all material respects.

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

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

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

professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

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

Our responsibilities, procedures, and limitations

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

Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, regarding the investment of public funds, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the Section 218.415, Florida Statutes, regarding the investment of public funds. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the Section 218.415, Florida Statutes, regarding the investment of public funds that we identify during the examination.

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

Management responsibilities

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds. You are responsible for the design, implementation, and maintenance of internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the Section 218.415,

Florida Statutes, regarding the investment of public funds, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence.

You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you.

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

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

Engagement administration and other matters

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

Our engagement ends on delivery of our signed report. Any additional services that might be requested will

be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

Our professional fee is included in the SOW for audit services.

Agreement

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

Sincerely,

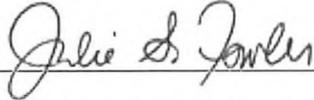
CliftonLarsonAllen LLP

CLA

ORG: CliftonLarsonAllen LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

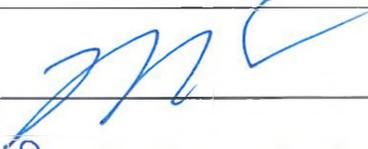
DATE: September 3, 2025

Client

ORG: Sebring Airport Authority

NAME: Michael Willingham

TITLE: Executive Director

SIGN: 

DATE: September 18, 2025



September 3, 2025

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2025.

Nonattest services

We will provide the following nonattest services:

CLA Turnkey Lease and SBITA Solutions

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

Additional assistance

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

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

Client information requirements

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

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

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

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

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

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

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

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

Management responsibilities

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

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

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

Engagement administration and other matters

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

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

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

Fees

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

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

Record retention

Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working

papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the entity's records.

Agreement

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

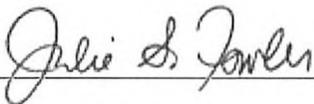
Sincerely,

CliftonLarsonAllen LLP

CLA
ORG: CliftonLarsonAllen LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

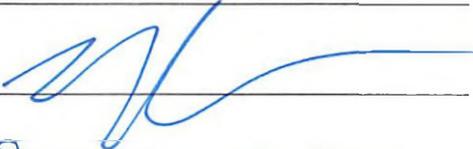
SIGN: 

DATE: September 3, 2025

Client
ORG: Sebring Airport Authority

NAME: Michael Willingham

TITLE: Executive Director

SIGN: 

DATE: September 18, 2025

Acceptance and acknowledgement

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

Response

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

RESOLUTION SAA 25-09

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S25-06 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

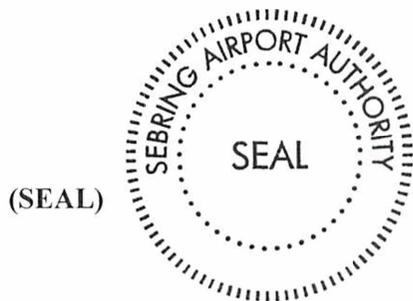
WHEREAS, said budget can be amended from time to time by action of the Sebring Airport Authority Board of Directors.

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 S25-06 as presented.

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

PASSED AND ADOPTED this 18th day of September 2025.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
 BUDGET AMENDMENT# S25-06
 EFFECTIVE ACCOUNTING PERIOD: JULY 2026

9/18/2025

SUBMITTED BY: Colleen Plonsky
 SIGNED BY: 

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
FBO	344-000-FBO	AVGAS FUEL SALES	\$ 450,000.00	\$ 130,000.00	\$ -	\$ 580,000.00	BUDGET UNDERSTATED
Total Revenue Increase/Decrease			\$ 450,000.00	\$ 130,000.00	\$ -	\$ 580,000.00	
COST CENTER (expenses)							
FBO	512-051-FBO	OFFICE SUPPLIES	\$ 1,000.00	\$ 500.00	\$ -	\$ 1,500.00	BUDGET UNDERSTATED
SAA	512-031-SAA	PROFESSIONAL SERVICES	\$ 90,000.00	\$ 16,000.00	\$ -	\$ 106,000.00	BUDGET UNDERSTATED
SAA	512-044-SAA	RENTAL & LEASES	\$ 27,000.00	\$ 8,000.00	\$ -	\$ 35,000.00	BUDGET UNDERSTATED
SAA	512-047-SAA	HANGAR REPAIRS & MAINTENANCE	\$ 50,000.00	\$ 25,000.00	\$ -	\$ 75,000.00	BUDGET UNDERSTATED
SAA	512-051-SAA	OFFICE SUPPLIES	\$ 3,500.00	\$ 2,500.00	\$ -	\$ 6,000.00	BUDGET UNDERSTATED
SAA	512-056-SAA	SEMINARS, CONV, TRAINING SOFTWARE AND REALTED	\$ 10,000.00	\$ 3,000.00	\$ -	\$ 13,000.00	BUDGET UNDERSTATED
SAA	512-060-SAA	AGREEMENTS	\$ 47,000.00	\$ 8,000.00	\$ -	\$ 55,000.00	BUDGET UNDERSTATED
Total Expenses Increase/Decrease			\$ 228,500.00	\$ 63,000.00	\$ -	\$ 291,500.00	
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$3,412,203.00	\$ 130,000.00	\$ 63,000.00	\$3,479,203.00	

REQUEST #: S25-06

TRANSFER TYPE:
 ITEM TO ITEM
 OPERATING RESERVE
 BY RESOLUTION # SAA 25-09

BOARD APPROVAL:
 Executive Director


 Mike Willingham

RESOLUTION 25-10

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE THE 2025-2026 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 2025-2026 Budget as presented.

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

PASSED AND ADOPTED this 18th day of September 2025.

(SEAL)



SEBRING AIRPORT AUTHORITY

By:


Mike Willingham, Executive Director

Date: September 18, 2025
To: Board of Directors
From: Colleen Plonsky, Director of Finance
Re: SAA 2025-2026 Budget

The proposed 2025-2026 Budget shows Total Revenue of \$18,212,838.00. The budget was prepared utilizing actual results for the current fiscal 10-month period (Oct 2024 – July 2025) which was subsequently annualized and averaged (as necessary) to formulate anticipated expenditures and revenues. All cumulative amounts were derived with input from the Executive Director and Deputy Director.

OPERATING REVENUE

Projected operating revenue is \$8,031,374 compared to \$7,697,646.00 for 2024-2025. The increase is due to CRA carryover funds. The FBO 2025-2026 budgeted revenue of \$2,797,900.00 has decreased from \$2,992,350.00 for 2024-2025 budget because of reduced military fuel sales. The budget assumes T-Hangars occupancy rates will stay at or above 90% and Commercial Hangars occupancy at 100%.

OPERATING EXPENSES

Operating expenses increased to \$7,674,236.00 from last year's budget of \$7,223,843.00. The increase is connected to the overall rise in operating costs.

Total Personnel Expense, which includes payroll taxes, retirement, overtime, and workers' compensation, is budgeted to increase by 3%. This adjustment accounts for salary increases for current staff.

CRA

The CRA budget shows \$450,700.00 in incremental tax revenue, interest income of \$20,000.00, and the fund balance brought forward in the amount of \$647,516.00 for total revenue of \$1,118,216.00 and total expenditures of \$1,118,216.00.

GRANTS

Anticipated State, Federal, and Local grant funded projects for the 2025-2026 period include:

FAA Taxiway A Rehabilitation Design	\$ 333,878.00
FAA Fuel Farm Expansion	\$ 540,222.00
FAA South Partial Parallel Taxiway D Construction	\$ 2,400,627.00
FAA Taxiway A Rehab Construction	\$ 3,375,000.00
FAA Taxiway C Design	\$ 300,000.00
Total FAA Grants	\$ 6,949,727.00

GRANTS (Cont.)

RIF Webster Turn CEI Services	\$ 300,000.00
FJG Webster Turn Drive Reconstruction	\$ 2,113,560.00
FDOT Taxiway A Rehabilitation Design	\$ 40,000.00
FDOT South Partial Parallel Taxiway D Construction	\$ 151,349.00
FDOT Taxiway A Rehab Construction	\$ 300,000.00
FDOT Fuel Farm Expansion	\$ 301,828.00
FDOT Taxiway C Design	\$ 25,000.00
Total FDOT Grants	\$ 3,231,737.00
Total Grants	\$ 10,181,464.00

**SEBRING AIRPORT AUTHORITY
2025 - 2026 BUDGET SUMMARY**

		<u>10/01/25 - 09/30/26</u>
REVENUE		
CAPITAL INVESTMENT FEDERAL GRANT REVENUE	\$	6,949,727.00
CAPITAL INVESTMENT STATE GRANT REVENUE	\$	3,231,737.00
CAPITAL INVESTMENT LOCAL GRANT REVENUE	\$	-
CAPITAL INVESTMENT LOCAL OTHER REVENUE	\$	-
Total GRANT Revenue:		<u>\$ 10,181,464.00</u>
TOTAL SAA REVENUE	\$	4,115,258.00
TOTAL FBO/FTZ REVENUE	\$	2,797,900.00
TOTAL CRA REVENUE	\$	1,118,216.00
Total COST CENTER Revenue:		<u>\$ 8,031,374.00</u>
TOTAL REVENUE		<u>\$ 18,212,838.00</u>
COST CENTER EXPENSES		
TOTAL SAA EXPENSES	\$	3,825,500.00
TOTAL FBO/FTZ EXPENSES	\$	2,730,520.00
TOTAL CRA EXPENSES	\$	1,118,216.00
Total COST CENTER Expenses:		<u>\$ 7,674,236.00</u>
CAPITAL INVESTMENT EXPENSES		<u>\$ 10,181,464.00</u>
SAA BUDGETED OPERATING RESERVE		<u>\$ 289,758.00</u>
FBO/FTZ BUDGETED OPERATING RESERVE		<u>\$ 67,380.00</u>
CRA BUDGETED OPERATING RESERVE		<u>\$ -</u>
TOTAL 2025-2026 BUDGETED OPERATING RESERVE		<u>\$ 357,138.00</u>

**2025-2026 BUDGET
SEBRING AIRPORT AUTHORITY (SAA)**

		2025-2026 ANNUAL BUDGET
FEDERAL GRANT REVENUE		
331-620-131	TAXIWAY A REHABILITATION DESIGN	\$ 333,878.00
331-620-132	FUEL FARM EXPANSION CONSTRUCTION	\$ 540,222.00
331-620-133	SOUTH PARTIAL PARALLEL TAXIWAY D CONSTRUCTION	\$ 2,400,627.00
331-620-138	TAXIWAY A REHAB CONSTRUCTION	\$ 3,375,000.00
331-620-139	TAXIWAY C DESIGN	\$ 300,000.00
	TOTAL FEDERAL GRANT REVENUE	\$ 6,949,727.00
STATE GRANT REVENUE		
334-500-135	WEBSTER TURN CEI SERVICES	\$ 300,000.00
334-500-136	WEBSTER TURN DRIVE RECONSTRUCTION	\$ 2,113,560.00
334-610-131	TAXIWAY A REHABILITATION DESIGN	\$ 40,000.00
334-610-132	FUEL FARM EXPANSION CONSTRUCTION	\$ 301,828.00
334-610-133	SOUTH PARTIAL PARALLEL TAXIWAY D CONSTRUCTION	\$ 151,349.00
334-610-138	TAXIWAY A REHAB CONSTRUCTION	\$ 300,000.00
334-610-139	TAXIWAY C DESIGN	\$ 25,000.00
	TOTAL STATE GRANT REVENUE	\$ 3,231,737.00
LOCAL GRANT REVENUE		
	TOTAL LOCAL GRANT REVENUE	\$ -
OTHER GRANT REVENUE		
	TOTAL OTHER GRANT REVENUE	\$ -
SAA REVENUE		
342-200-SAA	FIRE PROTECTION FEES	\$ 132,000.00
343-500-SAA	REVENUE SALE OF WWTP TO CITY SEBRING	\$ 26,258.00
360-000-SAA	MISCELLANEOUS REVENUE	\$ 166,000.00
360-100-SAA	DISCOUNTS ALLOWED-SAA	\$ 400.00
360-500-SAA	SERVICE FEE INCOME - SAA	\$ -
361-190-SAA	INTEREST INCOME - SAA	\$ 1,100.00
362-000-SAA	RENTAL INCOME - INDUSTRIAL	\$ 1,574,000.00
362-010-SAA	RENTAL INCOME - LAND	\$ 861,000.00
362-020-SAA	RENTAL INCOME-T/COMM HANGARS	\$ 175,000.00
362-030-SAA	RENTAL INCOME - New T/Comm Hangars	\$ 480,000.00
362-150-SAA	RENTAL INCOME-SIR SUBLEASES	\$ 17,000.00
362-200-SAA	RACE TRACK REVENUE - SIR	\$ 262,000.00
362-210-SAA	SIR SPECIAL EVTS-TICKET REV	\$ 245,000.00
364-400-SAA	GAIN/LOSS ON SALE OF ASSETS	\$ -
366-901-SAA	WORLD FUEL SPONSORSHIP AVIATION EDUCATION	\$ 7,500.00
369-601-SAA	CHATEAU ELAN OCCUPANCY CHARGE REVENUE	\$ 165,000.00
381-000-SAA	CRA FUNDS TRANSFER (OFFSET 512-092-SAA)	\$ -
381-999-SAA	TRANSFER IN REIMBURSABLE EXPENSES CRA	\$ 3,000.00
384-000-SAA	RECOVERY OF BAD DEBT	\$ -
	TOTAL SAA REVENUE	\$ 4,115,258.00
FBO REVENUE		
343-003-FBO	FBO TIE DOWN & HANGAR FEES	
344-000-FBO	FBO AVGAS FUEL SALES	\$ 525,000.00
344-000-FTZ	FUEL SALES - FTZ	\$ -
344-001-FBO	FBO JET A SALES	\$ 1,165,000.00

**2025-2026 BUDGET
SEBRING AIRPORT AUTHORITY (SAA)**

		2025-2026
		ANNUAL BUDGET
344-002-FBO	FBO PILOT SUPPLY SALES	\$ 6,500.00
344-005-FBO	UL94 MOGAS SALES	\$ 50,000.00
344-008-FBO	FBO MILITARY JET A SALES	\$ 833,000.00
344-009-FBO	FBO OIL SALES	\$ 7,500.00
344-010-FBO	MILITARY AFTER HOURS FEES	\$ 3,200.00
344-011-FBO	NONCONTRACT MILITARY FUEL SALE	\$ 57,000.00
344-014-FBO	FBO RAMP FEES & AFTER HOURS FEES	\$ 90,000.00
344-017-FBO	FBO RENTAL CAR COMMISSION - HERTZ	\$ -
344-018-FBO	FBO RENTAL CAR COMMISSION - ENTERPRISE	\$ -
344-019-FBO	GPU USAGE FEES	\$ 3,000.00
360-000-FBO	MISCELLANEOUS INCOME - FBO	\$ 5,000.00
360-101-FBO	FBO DISCOUNTS EARNED	\$ 3,500.00
361-190-FBO	INTEREST INCOME-FBO	\$ 200.00
369-200-FBO	FBO FUEL TAX REFUND	\$ 49,000.00
	TOTAL FBO REVENUE	\$ 2,797,900.00
CRA REVENUE		
361-190-CRA	INTEREST INCOME - CRA	\$ 20,000.00
386-700-CRA	CRA INCREMENTAL TAX REVENUE	\$ 450,700.00
389-000-CRA	BALANCE BROUGHT FORWARD	\$ 647,516.00
		\$ -
	TOTAL CRA REVENUE	\$ 1,118,216.00
	TOTAL GRANT REVENUE	\$ 10,181,464.00
	TOTAL COST CENTER REVENUE	\$ 8,031,374.00
	TOTAL REVENUE	\$ 18,212,838.00
SAA EXPENSES		
512-011-SAA	SAA EXECUTIVE SALARIES	\$ 330,000.00
512-012-SAA	SAA SALARIES	\$ 359,000.00
512-016-SAA	CAFETERIA PLAN EXPENSE	\$ 2,000.00
512-021-SAA	SAA GEN GOV'T-PAYROLL TAXES	\$ 49,000.00
512-022-SAA	SAA GENERAL GOV'T-RETIREMENT	\$ 182,000.00
512-023-SAA	SAA GENERAL GOV'T-HEALTH INS.	\$ 135,000.00
512-024-SAA	SAA W/C INSURANCE	\$ 4,000.00
512-025-SAA	SAA UNEMPLOYMENT (SUTA/FUTA)	\$ 1,000.00
512-030-SAA	SAA OPERATING EXPENSE	\$ 100,000.00
512-031-SAA	SAA PROFESSIONAL SERVICES	\$ 110,000.00
512-032-SAA	SAA ACCOUNTING & AUDIT FEES	\$ 65,000.00
512-033-SAA	SAA LEGAL SERVICES	\$ 250,000.00
512-034-SAA	SAA CONTRACTUAL SERVICES	\$ 350,000.00
512-035-SAA	SAA ENGINEERING SERVICES	\$ 420,000.00
512-036-SAA	SAA CONSULTING	\$ 5,000.00
512-040-SAA	SAA TRAVEL	\$ 30,000.00
512-041-SAA	SAA COMMUNICATION/TELEPHONE	\$ 43,000.00
512-042-SAA	SAA POSTAGE	\$ 1,000.00
512-043-SAA	SAA UTILITIES	\$ 70,000.00
512-044-SAA	SAA RENTALS & LEASES	\$ 35,000.00
512-045-SAA	SAA INSURANCE	\$ 306,000.00
512-046-SAA	SAA REPAIRS AND MAINTENANCE	\$ 350,000.00
512-047-SAA	SAA HANGAR REPAIRS & MAINTENANCE	\$ 75,000.00
512-049-SAA	SAA TAXES	\$ 125,000.00
512-050-SAA	SAA LICENSES AND PERMITS	\$ 3,000.00
512-051-SAA	SAA OFFICE SUPPLIES	\$ 3,700.00
512-052-SAA	SAA OPERATING SUPPLIES	\$ 10,000.00

**2025-2026 BUDGET
SEBRING AIRPORT AUTHORITY (SAA)**

		2025-2026
		ANNUAL BUDGET
512-054-SAA	SAA BOOKS, PUBLICATIONS& DUES	\$ 13,000.00
512-055-SAA	SAA ADVERTISING	\$ 8,600.00
512-056-SAA	SAA SEMINARS, CONV., TRAIN.	\$ 11,000.00
512-060-SAA	SAA SOFTWARE, RELATED AGREEMTS	\$ 57,000.00
512-061-SAA	SAA COMPUTERS and ACCESSORIES	\$ 10,000.00
512-072-SAA	SAA INTEREST PAYMENTS-DEBT	\$ 250,000.00
512-082-SAA	SAA CHARITABLE CONTRIBUTIONS	\$ 200.00
512-089-SAA	SAA EARNED DISCOUNTS	\$ (18,000.00)
512-090-SAA	SAA PENALTIES AND FEES	\$ -
512-092-SAA	CRA FUNDS TRANSFER (381-000-SAA) OFFSET	\$ -
512-095-SAA	SAA-CHATEAU ELAN IMPROVEMENTS	\$ 80,000.00
512-100-SAA	SAA DEPRECIATION EXPENSE	\$ -
512-200-SAA	SAA BAD DEBT EXPENSE	\$ -
	TOTAL SAA EXPENSES (exc. Depreciation)	\$ 3,825,500.00
	SAA BUDGET OPERATING RESERVES	\$ 289,758.00
FBO EXPENSES		
512-001-FBO	FBO COGS - FUEL	\$ 1,880,000.00
512-002-FBO	FBO - COGS - OIL SALES	\$ 6,200.00
512-002-FBO	FBO COGS - FTZ	\$ -
512-003-FBO	FBO COGS - PILOT SUPPLIES	\$ 4,000.00
512-005-FBO	FBO MANAGEMENT FEE	\$ -
512-006-FBO	FBO MANAGEMENT CO SUCCESS FEE	\$ -
512-007-FBO	COGS - UL94 MOGAS	\$ 46,000.00
512-010-FBO	FBO CREDIT CARD FEES	\$ 48,000.00
512-011-FBO	FBO GENERAL MGR SALARY	\$ -
512-012-FBO	FBO SALARIES	\$ 332,000.00
512-016-FBO	FBO CAFETERIA PLAN EXPENSE	\$ 6,000.00
512-021-FBO	FBO PAYROLL TAXES	\$ 27,000.00
512-022-FBO	FBO RETIREMENT	\$ 55,000.00
512-023-FBO	FBO HEALTH INSURANCE	\$ 100,000.00
512-024-FBO	FBO W/C INSURANCE	\$ 8,000.00
512-025-FBO	FBO UNEMPLOYMENT EXPENSE	\$ 100.00
512-030-FBO	FBO OPERATING EXPENSE	\$ 21,000.00
512-031-FBO	FBO PROFESSIONAL SERVICES	\$ 15,000.00
512-033-FTZ	FTZ LEGAL SERVICES	\$ -
512-034-FBO	FBO CONTRACTUAL SVCS	\$ -
512-039-FBO	FBO MILITARY OPERATING EXP	\$ 9,400.00
512-040-FBO	FBO TRAVEL AND MEALS	\$ -
512-041-FBO	FBO COMMUNICATIONS/TELE.	\$ 18,000.00
512-042-FBO	FBO POSTAGE	\$ 300.00
512-043-FBO	FBO UTILITIES	\$ 12,000.00
512-044-FBO	FBO RENTALS AND LEASES	\$ 26,000.00
512-045-FBO	FBO GEN. LIAB. INSURANCE	\$ 8,000.00
512-046-FBO	FBO REPAIRS & MAINTENANCE	\$ 50,000.00
512-047-FBO	FBO PRINTING	\$ -
512-048-FBO	FBO MARKETING & PROMOTION	\$ -
512-050-FBO	FBO LICENSES AND PERMITS	\$ -
512-051-FBO	FBO OFFICE SUPPLIES	\$ 1,200.00
512-052-FBO	FBO OPERATING SUPPLIES	\$ 20,000.00
512-054-FBO	FBO BOOKS/PUBLICATIONS/DUES	\$ -
512-055-FBO	FBO ADVERTISING	\$ -
512-056-FBO	FBO SEMINARS AND CONVENTIONS	\$ 3,000.00
512-058-FBO	FBO CASH OVER AND SHORT	\$ 5.00
512-060-FBO	FBO SOFTWARE, RELATED AGREEMTS	\$ 26,000.00
512-061-FBO	FBO COMPUTER ASSESSORIES	\$ 500.00
512-145-FBO	FBO POLLUTION INSURANCE TRUCKS	\$ 7,815.00

2025-2026 BUDGET		
SEBRING AIRPORT AUTHORITY (SAA)		
		2025-2026
		ANNUAL BUDGET
	TOTAL FBO/FTZ EXPENSES	\$ 2,730,520.00
	FBO BUDGET OPERATING RESERVES	\$ 67,380.00
CRA EXPENSES		
512-031-CRA	CRA PROFESSIONAL SERVICES	\$ 20,000.00
512-033-CRA	CRA LEGAL SERVICES	\$ 4,000.00
512-042-CRA	CRA POSTAGE	\$ 30.00
512-045-CRA	CRA INSURANCE	\$ 2,400.00
512-050-CRA	CRA LICENSES AND PERMITS	\$ 375.00
512-054-CRA	CRA BOOKS, PUBLICATIONS & DUES	\$ 495.00
512-055-CRA	CRA ADVERTISING	\$ -
512-091-CRA	CRA AGREEMENTS (NON-SAA)	\$ -
512-092-CRA	CRA AGREEMENTS (SAA)	\$ -
512-999-CRA	TRANSFER OUT REIMBURSABLE EXPENSES	\$ 3,000.00
542-302-CRA	FUTURE CAPITAL PROJ WEBSTER TURN DR RESURFACING	\$ 357,866.00
542-312-CRA	FUTURE CAPITAL PROJ TERMINAL CAFÉ REPAIRS	\$ 75,000.00
542-313-CRA	FUTURE CAPITAL PROJ TAXIWAY ALPHA CONSTRUCTION	\$ 75,000.00
542-314-CRA	FUTURE CAPITAL PROJ RENOVATION OF GALLERIA 7 PUBLIC AREAS	\$ 96,000.00
542-315-CRA	FUTURE CAPITAL PROJECT TERMINAL APRON REHAB CONSTRUCT	\$ 334,050.00
542-400-CRA	FUTURE CAPITAL PROJECT DUC PROPELLERS IMPROVEMENTS	\$ 150,000.00
	TOTAL CRA EXPENSES	\$ 1,118,216.00
	CRA BUDGET OPERATING RESERVES	\$ -
	TOTAL EXPENSES	\$ 7,674,236.00
	COMBINED BUDGETED OPERATING RESERVE (excluding Depreciation)	\$ 357,138.00

Airport Executive BRIEF



CONTENTS

- **News & Noteworthy**
- Webster Turn Reconstruction Update
- Fuel Farm Improvements
- Future stormwater Improvements

- **Team Initiatives & Outreach**
- FBO Certification Earned by Management Team
- Leadership Training: FAC Program Participation



AIRPORT UPDATES

Webster Turn Drive Reconstruction project



This Reconstruction project encompasses the removal and replacement of existing pavement with a new asphalt pavement section to meet the required demands of the trucking in this area and upgrades to the existing drainage within the project limits. Phase I of the project has been completed which included the milling and over-laying of the existing asphalt pavement at the east intersection of Haywood Taylor and Webster Turn Drive. Phase II of the project is currently underway which includes removal of unsuitable muck from the roadway base to be replaced with soils meeting the latest FDOT standards to provide the future pavement with a sturdy base, extending its useable life. Pipe desilting operations of the existing pipes in the project limits continue. The team continues to manage the traffic

patterns and coordination with all affected tenants to minimize any impact to their daily operations. The project began in August 2025 and has an anticipated substantial completion date in January 2026.

Fuel Farm Improvements project

We will add two more fuel tanks, one for UL94 and the other for Jet-A fuel. In addition, the current UL94 portable tanks will be removed and the current diesel tank will be relocated to the northeast side of the fuel farm. An electronic fuel gauge system will be installed which will allow the airport staff to monitor fuel levels remotely. The contractor is currently finishing up the layout and installation details. The project is expected to start in October 2025.

Grant applications: Future Stormwater improvements

In anticipation for future stormwater and drainage improvements needed, three (3) grant applications were submitted on behalf of the airport the week of September 1st. These applications cover maintenance and vegetation clearing, as well as design of airfield drainage improvements, canal clearing and desilting of pipes. The applications were submitted to Florida Commerce through the Rural Infrastructure Fund program.

If you have any additional questions, please reach out. We would be happy to discuss any item in further detail.

UPCOMING EVENTS

SAA/CRA Board Meeting:
October 16

SAA/CRA Board Meeting:
November 19

SAA/CRA Board Meeting:
December 18



Free Aviation Lesson Plans Now Available for Classrooms

STEM Flights, a national nonprofit dedicated to inspiring the next generation of aviators, has released free aviation lesson plans for teachers and students. These ready-to-use classroom resources are designed for grades 5–12 and connect aviation

with real-world applications in science, technology, engineering, and math (STEM).

The lesson plans cover topics like:

- Forces of Flight
- Airspace and Weather
- Navigation and Charts
- Aviation Careers

Each module includes student

activities, teacher guides, and hands-on projects that make aviation concepts accessible to every classroom—whether or not students have direct access to airplanes or airports.

For Sebring and Highlands County educators, this is a powerful tool to bring aviation directly into local schools and help spark curiosity in future pilots, engineers, and aviation professionals.

Download the free resources here:

[STEM Flights Lesson Plans](#)

Professional Development Milestone: FBO Management Certification Earned



Sebring Airport proudly recognizes Jami Olive and Luis Pratts for earning the Professional FBO Management Certificate from Embry-Riddle Aeronautical University. This intensive four-month program equips aviation professionals with advanced skills in

managing Fixed-Base Operator (FBO) services.

Their successful completion of the program demonstrates proficiency in:

Fuel Services Management – ensuring quality control, regulatory compliance, and

operational efficiency.

Safety & Security Protocols – maintaining high standards for staff, passengers, and facility operations.

Business Management Practices – covering customer service excellence, strategic planning, and operational oversight.

and operational oversight.

This accomplishment reflects Sebring Airport's continued investment in staff expertise and our commitment to best-in-class FBO services.

Leadership Advancement: Deputy Director Selected for FAC Development Program



Deputy Director Andrew Bennett has been selected to participate in the upcoming Florida Airports Council Aviation Leadership Development Program, taking place in Orlando, September 14–17.

This immersive program focuses on strengthening Florida's aviation workforce through practical leadership training. Key areas of emphasis include:

- Effective communication and crisis response strategies
- Fostering a safety-first culture and innovative thinking
- Succession planning for long-term organizational resilience
- Peer-to-peer collaboration and strategic problem-solving

Participation in this program ensures Sebring Airport remains aligned with statewide leadership goals and continues to develop the internal capacity to meet future operational challenges with excellence.

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 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