

**Sebring Airport Authority
Board Meeting Agenda
August 20, 2026**

1:30 p.m.

**Hendricks Field Center
Sebring Airside Center**

1. OPENING ITEMS

Call to Order

Pledge of Allegiance and Invocation

Roll Call

Announcements

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
09/07/2026		Executive Offices Closed – Labor Day Holiday	
09/24/2026	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve July 2026 Minutes and Invoices

3. ACTION ITEMS

- a) *Approve and Ratify the execution and delivery of:* FAA Airport Improvement Program Grant Agreement – Taxiway Alpha(A) Rehabilitation Construction – \$5,108,563.00; *and all action as taken by Airport Staff with respect thereto*
- b) FDOT Public Transportation Grant Agreement – G3T89 - Taxiway Charlie(C) Reconstruction Design – \$59,462.00
- c) Professional Services Contract – AtkinsRéalis – Engineering Design Services for Taxiway Charlie(C) Reconstruction – \$341,000.00
- d) Professional Services Contract – AtkinsRéalis – Construction Phase Services for Taxiway Alpha(A) Rehabilitation – \$499,590.00
- e) Interlocal Agreement – Sebring Airport Authority and Community Redevelopment Association (CRA) – Haywood Taylor Emergency Repairs (\$89,215)
- f) Interlocal Agreement – Amendment 1 Increase Amount – Sebring Airport Authority (SAA) /Community Redevelopment Association (CRA) - Repairs for Buildings 916, 917, 918, 919 (\$40,226)
- g) Resolution 26-09 Approving Budget Amendment S26-08

CONTINGENT ACTION ITEMS

4. MANAGEMENT REPORT

- Andrew Bennett

5. BOARD OF DIRECTORS' BUSINESS

- The September board meeting will be held on Thursday, September 24th.

6. CONCERNS OF THE PUBLIC

7. 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
July 16, 2026**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on July 16, 2026, at 1:31 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Carl Cool	-	Vice Chairman
Mark Andrews	-	Assistant Secretary
Lenard Carlisle	-	Board Member
Pete McDevitt	-	Board Member
Stanley Wells	-	Board Member

Also

Andrew Bennett	-	Deputy Director
Colleen Plonsky	-	Director of Finance
Heather Leon	-	SAA Accounting
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Rex Thompson	-	Allied Universal
Keira Medina	-	Avcon, Inc.
Jack Thompson	-	Avcon, Inc.
Eric Menger	-	Hanson Professional Services Inc
Heather Meyer	-	AtkinsRéalis
Sanchia Gopie	-	CareerSource Heartland
SaraBeth Murphy	-	Highlands County Economic Development
Chris Campbell	-	Highlands County BOCC Liaison
Wesley Earl	-	World Fuel Services

OPENING ITEMS

A. Meeting was called to order at 1:31 p.m. by Vice Chairman Carl Cool.

B. Lenard Carlisle led the Invocation and led the Pledge.

C. Roll Call

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

D. Announcements

Vice Chairman Carl Cool read the announcements that were presented, which was, the next board meeting will be held Thursday, August 20th at 1:30pm. Mr. Cool thanked Mr. Campbell, our liaison with the Highlands County Board of County Commission, for attending the meeting today.

1. CONSENT AGENDA

Approve the Consent Agenda:

Vice Chairman Carl Cool 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 Lenard Carlisle. The motion was passed with ayes from Andrews, Carlisle, Cool, McDevitt, and Wells.

2. ACTION ITEMS

Vice Chairman Carl Cool asked if there was any public comment pertaining to the action items, with no comment asked.

a.) AtkinsRéalís Professional Services Contract – CA & CEI Services for Airfield Stormwater Project

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by Lenard Carlisle. There was a brief discussion. The motion was passed with ayes from Andrews, Carlisle, Cool, McDevitt, and Wells.

b.) Webster Turn Drive Reconstruction – Change Order #3

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Mark Andrews to approve the item as presented, with a second by Pete McDevitt. The motion was passed with ayes from Andrews, Carlisle, Cool, McDevitt, and Wells.

c.) Resolution 26-08 Approving Budget Amendment S26-07

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 Lenard Carlisle. The motion was passed with ayes from Andrews, Carlisle, Cool, McDevitt, and Wells.

CONTINGENT ACTION ITEMS

No items were presented.

3. MANAGEMENT REPORT

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

The Monthly Stormwater Flow Monitoring reports for the southern basin outfalls. These reports will be released monthly, as they are finalized. This data will give an accurate description of flow rates going into that area.

Recognize board member Mr. Stanley Wells on his 50 years of service as a Rotarian.

Deputy Director Bennett spoke briefly on the presentation from last month's meeting, Dr. Betsey Boughton, from the Research Center. The article in the Director's Report also explains the connections between Mr. Archbold himself and the connection with the Aviation industry.

Brief update on the ongoing projects:

Bids have been received for the Taxiway Alpha construction. Working on submitting our grant application to the FAA, this should be submitted by mid next week.

Taxiway Charlie design grant has been received from the FAA last board meeting, and we have been informed that the FDOT grant is in process now. We anticipate bringing a contract for those design services and also the FDOT grant for the next board meeting.

The fuel farm expansion project is complete. We do have 100R fuel on site, we are waiting for official confirmation from Swift Fuels on releasing that product. The FAA released the associated airframe STC's for approximately 1600 aircraft. Once the official approval is received, we will release this product to market. This is 100% unleaded fuel. The board asked how many different fuels will we sell. Deputy Director Bennett stated we will be selling Jet-A, 100 LL and 100R. We will no longer sell UL94, Swift will be phasing UL94 out and replacing it with 100R.

The range operations have been slower due to summer, but we do have F18's at the APBR today receiving fuel.

Board member Mark Andrews asked how the fire trucks will be entering and exiting that facility. Deputy Bennett stated they would be using Haywood Taylor.

4. BOARD OF DIRECTOR'S BUSINESS

Vice Chairman Cool introduced Wesley Earl, Sales Director for World Fuel Services. Deputy Director Bennett introduced Mr. Earl. Mr. Earl gave a brief update on the fuel industry. There was a brief discussion with questions and answers from the board members.

Vice Chairman Cool reminded everyone to complete their FASD Ethics training.

5. CONCERNS OF THE PUBLIC

No items were presented.

6. ADJOURNMENT

Chairman adjourned meeting at 1:53 pm.



Andrew Bennett, Deputy Director



Approved by Board

July 2026 Paid List

Date	SAA/FBO Paid Invoices	Amount	Description
7/2/2026	Bella Villa 31	\$2,980.00	SAA/FBO: June 2026 Cleaning of Terminal Building, Hangar Restrooms
7/2/2026	BOS of Florida, Inc.	\$1,601.75	SAA: Deposit for Laminate Desk Top (Director of Finance) and Height Adjustable Base/Desk Top (Airport Services Manager)
7/2/2026	Jennifer King	\$375.00	SAA: Creation of AAM Article; Interview and Creation of Article for Luis Pratts - Employee Spotlight
7/2/2026	Sage Payment Solutions	\$4,748.80	SAA: Paya Exchange Credit Card Fees June 2026
7/3/2026	Ascent Aviation Group	\$36,596.58	FBO: Jet-A Fuel @ APBR
7/7/2026	Bugs Bee-Ware Ext., Inc.	\$303.00	SAA: Plant/Shrub Care - Insecticide/Fungicide Application - Terminal Building, Building 103
7/7/2026	Cintas	\$627.68	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Service
7/7/2026	Cintas	\$138.00	SAA/FBO: Monthly Agreement for AED System
7/7/2026	CrawfordTech Government Solutions LLC	\$1,638.80	SAA/CRA: June 2026 Board Packet Transcripts, SAA Budget Amendment, April 2026 Board Packet Transcripts, May 2026 Board Packet Transcripts, SAA Budget Amendment (ADA Compliance)
7/7/2026	Federal Express Corporation	\$12.75	SAA: Express Shipping Charges
7/7/2026	Rapid Systems	\$143.95	SAA/FBO: June 2026 Monthly Internet for Control Tower
7/7/2026	Allegion Access Technologies LLC	\$1,281.00	SAA: Yearly Warranty on Automatic Door In Terminal Building
7/7/2026	TechHouse:Intergrated	\$148.84	SAA: General IT Support - OneDrive and SharePoint Syncing Issues, Microsoft Outlook Sign-In Error (Accounting Dept)
7/14/2026	Alan Jay Automotive	\$81.96	SAA: Service/Maintenance Explorer #00623
7/14/2026	Universal Protection Service, LLC	\$14,479.57	SAA: June 2026 Security Services
7/14/2026	Cintas	\$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
7/14/2026	Lumen	\$1,227.84	SAA/FBO: July 2026 Fiber Optic Service
7/14/2026	Copy Life Inc	\$232.50	SAA/FBO: Monthly Contract, June 2026 Copies
7/14/2026	Progress Energy, Inc.	\$2,083.32	SAA/FBO: Monthly Waste Collection Service
7/14/2026	Heartland Spring Water, Inc.	\$355.00	SAA/FBO: Delivery of 35 Cases of Spring Water
7/14/2026	Jack's Lawn Service	\$3,000.00	SAA: Clean-Up of Bldgs 916-919 - Trimmed 11 Overgrown Palms and Cleaned Up Big Island Beds - Hauled Away and Dumped all Debris from Clean-Up
7/14/2026	Johnson Controls, Inc.	\$2,526.00	SAA: Service Call - Terminal Building A/C - Control Override Error (Hourly Labor Rate Plus Trip Charge)
7/14/2026	Leaf Capital Funding, LLC	\$342.69	SAA/FBO: Lease of Copy Machines/Printers - 2025 Tax/Fees
7/14/2026	Paul C Valladares Jr	\$270.00	SAA/FBO: July 2026 Plant Services
7/14/2026	Risk Management Associates Inc	\$5,684.00	SAA: Insurance Expense - Privacy & Network Liability Insurance 08/02/26-08/02/27 Policy#CIC-CB-SDUSJU2V1
7/14/2026	Armando J. de Solo III	\$65.00	SAA: Embroidery on Shirts/Cardigans for SAA Employees
7/14/2026	Sunny South Exterminators, Inc.	\$800.00	SAA: Annual Pest Control @ Bldg 22 - TGH, Aeromed, Tecnam
7/14/2026	TechHouse:Intergrated	\$404.71	SAA: General IT Support - Sharepoint/Tasks - Executive Director/Deputy Director, Subscription - EMD Config AI Governance & Security - 1 User
7/14/2026	Cintas Corporation No. 2 dba	\$52.62	FBO: First-Aid Cabinet Replenishment
7/17/2026	E.O. Koch Construction Co.	\$422,421.30	SAA: May 2026 SEF Taxiway D Design & Construction - Grant Reimbursed
7/20/2026	Verizon Wireless	\$1,265.56	SAA/FBO: Monthly Mobile Service June 2026
7/21/2026	Brannock Berman & Seider	\$32,730.50	SAA: June 2026 Legal Services - SLID
7/21/2026	Big Messages LLC	\$177.89	SAA/FBO: After Hours Telephone Answering Service
7/21/2026	Cintas	\$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
7/21/2026	Coastal MRO	\$54.50	SAA/FBO: Employee Random Drug Screening
7/21/2026	DBT Transportation Services, LLC	\$5,834.71	SAA: AWOS Repair - AWC201 UHF Radio Interface Using IP Radio Modem (PO#5468)
7/21/2026	Department of Management Svcs.	\$338.11	SAA/FBO: June 2026 Audio/Long Distance
7/21/2026	Florida Waste Solutions LLC	\$1,202.16	SAA/FBO: Monthly Waste Collection Service
7/21/2026	Brown & Brown Insurance Services, Inc.	\$694.05	SAA: Insurance Expense - Policy#STPL01488002 Update to Pollution Policy - Added 2 New Tanks, Removed Tank#4 (Policy Period: 03/18/2026-03/18/2027)
7/21/2026	Leaf Capital Funding, LLC	\$629.53	SAA/FBO: Lease of Copy Machines/Printers
7/21/2026	MDM Services, Inc.	\$477,251.40	SAA: June 2026 Fuel Farm Expansion - Grant Reimbursed
7/21/2026	MDM Services, Inc.	\$39,960.50	SAA: Fuel Farm Expansion - Final 5% Retainage Pay App - Grant Reimbursed
7/21/2026	Ports Publishing, LLC.	\$1,050.00	SAA: Advertising (1/16 Pg) in 2026 Ft. Lauderdale Airports & Freight Guide
7/21/2026	Strategic Value Media	\$350.00	SAA: Advertising (1/16 Pg) in 2026 Port Everglades Directory
7/21/2026	TechHouse:Intergrated	\$2,439.90	SAA/FBO: Monthly Recurring Software Fees

July 2026 Paid List

Date	SAA/FBO Paid Invoices	Amount	Description
7/21/2026	Mosaix Software Inc.	\$1,315.00	FBO: AvMan Series Software - August 2026
7/27/2026	Dustin Dennis	\$425.00	SAA/FBO: Detailing of Airport Vehicles
7/30/2026	American Assoc. of AirportExec	\$325.00	SAA: Membership Dues for Deputy Director
7/30/2026	Atkins North America, Inc.	\$3,022.00	SAA: SEF May 2026 Taxiway A Rehab/Design - Grant Reimbursed
7/30/2026	Atkins North America, Inc.	\$3,022.00	SAA: SEF June 2026 Taxiway A Rehab/Design - Grant Reimbursed
7/30/2026	Atkins North America, Inc.	\$45,925.00	SAA: June 2026 General On-Call Consulting Services
7/30/2026	Avcon, Inc.	\$62,000.00	SAA: June 2026 Taxiway D Construction Administrative Services - Grant Reimbursed
7/30/2026	Avcon, Inc.	\$2,142.50	SAA: June 2026 General On-Call Services
7/30/2026	Bella Villa 31	\$2,980.00	SAA/FBO: July 2026 Cleaning of Terminal Building, Hangar Restrooms
7/30/2026	Bryant Miller Olive P.A.	\$25.00	SAA: June 2026 Legal Services SLID Storm-Water Services
7/30/2026	C & C Plumbing, Inc.	\$270.50	SAA: Service Call for Terminal Building Men's Restroom - Diaphragm and Vacuum Breaker Kit
7/30/2026	CBR Utility Services, LLC.	\$51,689.22	SAA: Emergency Repair: Storm Sewer (Sink Hole) Repair Work - Furnished, Installed, (10) 54 Inch HydraTite Extra Wide Bands and (4) 60 Inch HydraTite Extra Wide Bands. PO#5475 Also Pressure Grouted a Structure Joint and Reworked Mud as Needed to Eliminate Active Leaks.
7/30/2026	Cintas	\$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
7/30/2026	CliftonLarsonAllen	\$539.58	SAA: Monthly Lease & SBITA Software Fees
7/30/2026	Copy Life Inc	\$322.13	SAA/FBO: Monthly Contract, July 2026 Copies
7/30/2026	Summit Fire & Security, LLC	\$3,648.45	SAA: Annual Fire Extinguisher's Inspection (Multiple), Recharges, Low Pressure Hydro Test. PO #5481
Total Paid:		<u>\$1,247,002.49</u>	

July 2026 P-Cards

Purchase Date	Vendor Name	Amount	Description
7/2/2026	APEX OFFICE PRODUCTS INC	\$231.35	SAA/FBO: Multi-Fold Papertowels, Trash Can Liners, Copy Paper
7/3/2026	HOMEDPOT.COM	\$794.70	SAA: Purchased Faux Wood Cordless Blinds (15) for Building 22 - Tecnam
7/5/2026	STARLINK INTERNET	\$530.00	SAA/FBO: Monthly Back-Up Satellite Internet Service
7/5/2026	Google YouTube TV	\$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area
7/6/2026	LOOPNET	\$198.00	SAA: Online Realty Listing Service Company
7/6/2026	Amazon.com 3T5TZ2UZ3	\$189.99	SAA: Battery Back-up Power Supply for Accounting Computer
7/7/2026	REMARKABLE	\$39.90	SAA: Connect Subscription for reMarkable Pad to Connect Desktop to Pad to Share Files
7/7/2026	WAWA 5370	\$85.78	FBO: Fuel in Courtesy Vehicle and Utility Carts
7/7/2026	NAPA AUTO PARTS SEBRING	\$231.11	SAA: Purchased Battery for 2018 Tahoe, FBO: Oil and Oil filter for Service on 2014 Tahoe
7/7/2026	TRIANGLE HARDWARE	\$85.84	FBO: Cable Clamps for Repair at APBR, Hose Nipples for Gas Can Repairs
7/7/2026	Amazon.com 405DI0DY3	\$127.76	SAA: Purchased Air Filters for Building 103
7/8/2026	WAWA 5373	\$63.67	SAA: Fuel in Operations Vehicle
7/8/2026	INTERNATIONAL TRANSACTION	\$0.40	SAA: Credit Card Processing Fee - Connect Subscription for reMarkable Pad
7/9/2026	ADOBE ADOBE	\$269.84	SAA: Monthly Software Subscriptions
7/9/2026	OFFICE DEPOT #5910	\$114.88	SAA: Printer Cartridge, Packing Tape
7/9/2026	AMAZON MKTPL OL3351P13	\$70.17	SAA: Office and Operating Supplies: Pens, Desk Organizers
7/9/2026	Amazon.com YQ1PV7253	\$54.92	SAA/FBO: Papertowels, FBO: Re-useable Hydration Bottle for LineTech
7/9/2026	GATE #1204	\$60.00	SAA/FBO: Fuel in Maintenance Truck
7/10/2026	OFFICE DEPOT #1165	\$513.05	SAA: Printer Cartridges, Tape, Pens, Large Binder Clips, Paper Clips
7/11/2026	SENSORS ON LINE LLC	\$379.00	FBO: Annual Subscription - Fuel Tank Inventory Monitoring
7/12/2026	TRTAX & ACCTG-PROFE	\$350.00	SAA: Monthly Subscription Fixed Asset Software
7/13/2026	NIC -FDLE CCHINET	\$25.00	SAA: Preemployment Background Check
7/13/2026	SENTRYLINK	\$19.95	SAA: Preemployment Background Check
7/13/2026	Amazon.com PJ3QV0Z33	\$52.48	FBO: Coffee Station Replenishment: Creamer
7/13/2026	ASTM FEES/PUBLICATIONS	\$125.00	FBO: Purchased Specification Standards for Aviation Turbine Fuel (Required for Operations) (Vendor ASTM = American Standard Testing Materials)
7/14/2026	THE HOME DEPOT #6340	\$83.87	FBO: Purchased Cleaning Supplies: Outdoor Bleach/Towels; Purchased Multimeter to Complete Monthly Fuel Audits/Tests
7/14/2026	NFPA NATL FIRE PROTECT ASSC	\$200.00	FBO: Purchased Printed Handbook:NFPA 407 (Standards for Safe Fueling Transfers)(Required for Operations)
7/15/2026	MARATHON 242701	\$71.00	FBO: Fuel in Courtesy Vehicle
7/15/2026	TEXTBILLING	\$741.60	Unauthorized Charge - Currently Disputing Charge/Cancelled Card
7/15/2026	RACETRAC 2643	\$91.00	SAA/FBO: Fuel in Maintenance Truck
7/15/2026	AMAZON MKTPL L14RB00L3	\$22.89	SAA: Sunshade for Dashboard and Screen Protection for Airport Vehicle
7/16/2026	WAWA 5373	\$65.30	SAA: Fuel in Operations Vehicle
7/16/2026	WAWA 5370	\$65.01	FBO: Fuel in Courtesy Vehicle
7/16/2026	ENERGY INSTITUTE	\$284.51	FBO: Purchased Printed Handbook: El 1529/1581 Aviation Fueling/Lav Service Standards (Required for Operations)
7/17/2026	OPENAI CHATGPT SUBSCR	\$200.00	SAA: Professional Monthly AI Software Subscription
7/17/2026	Amazon.com ZB7VR6ME3	\$84.82	SAA/FBO: Coffee Station Replenishment: Creamer, Sugar, Crystal Light
7/17/2026	INTERNATIONAL TRANSACTION	\$2.85	FBO : International Card Processing Fee for Energy Institute
7/20/2026	Amazon.com D16SE6ZV3	\$65.19	SAA: Purchased Commerical Door Handle/Knob for Building 22 (Aeromed)
7/21/2026	Amazon.com BM9ZN9043	\$59.99	SAA: Portable Keyboard and Mouse Director of Finance
7/21/2026	W & W LMB LAKE PLACID	\$8.55	SAA: Markers for Pending Storm Pipe Work
7/22/2026	AMAZON MKTPL ZG7U88MO3	\$146.95	FBO: Coffee Station Replenishment: Honey Sticks, Creamer SAA/FBO: Tri-Fold Papertowels for Restrooms, SAA: Case for Portable Keyboard and Mouse Director of Finance
7/22/2026	WAWA 5370	\$51.78	FBO: Fuel in Courtesy Vehicle
7/23/2026	CIRCLEK #2707515	\$102.00	SAA/FBO: Fuel in Maintenance Truck
7/24/2026	VBS VONAGE BUSINESS	\$454.18	SAA/FBO: Monthly Phone Service
7/24/2026	WAWA 5370	\$99.98	FBO: Fuel in Courtesy Vehicle
7/24/2026	WM SUPERCENTER #666	\$52.70	FBO: Purchased 10 Cases of Water for Staff
7/26/2026	ADVANCE AUTO PARTS #9524	\$45.28	FBO: Repair to Jet-A Truck #5000-3 at KSEF - Universal Joint

July 2026 P-Cards

Purchase Date	Vendor Name	Amount	Description
7/26/2026	HARBOR FREIGHT TOOLS 538	\$45.96	FBO: Supplies for Repair on Jet-A Truck #5000-3 at KSEF (Sandpaper, Sheers, Anti-seize, and Wrench)
7/27/2026	WAWA 5373	\$67.24	SAA: Fuel in Operations Vehicle
7/27/2026	AMAZON MKTPL CK3NP6163	\$182.89	FBO: Coffee Station Replenishment: Coffee, Disposable Paper Cups for Gatorade
7/27/2026	HARBOR FREIGHT TOOLS 538	\$95.94	FBO: Misc. Supplies/Equipment for Maintenance: Gloves, Connectors, Fuses, and Drill Replacement
7/28/2026	JEFFERSON VALVES	\$1,001.23	FBO: Replace Jet-A Tank Solenoid Valve (Viton Seals) at SEF
7/28/2026	CIRCLEK #2707515	\$94.75	FBO: Fuel in Courtesy Vehicle
7/29/2026	AMAZON MKTPL QR89S2N93	\$175.24	SAA: Wireless Keyboard, Mouse, and Headphones for AP Desk; Office Supplies: 3-Ring Binders for Accounting Reports, Clipboard, BinderClips, Stapler
7/29/2026	Mailchimp	\$26.50	SAA: Email Marketing Tool
7/30/2026	CIRCLEK #2707515	\$45.95	FBO: Fuel in Courtesy Vehicle
7/30/2026	WAWA 5370	\$47.85	FBO: Fuel in Courtesy Vehicle
7/31/2026	WAWA 5370	\$96.00	SAA/FBO: Fuel in Maintenance Truck
8/1/2026	WWW.EBRIDGE.COM	\$175.00	SAA: Monthly Fee for Record Retention
8/2/2026	Florida Aviation Busin	\$395.00	SAA: Annual Membership for Florida Aviation Business Association
	Total:	\$10,156.04	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 8/11/2026
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
BBS Brannock Berman & Seider									
9907 JULY	7/31/2026	8/30/2026	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: July 2026 Legal Services SLID - Appeal Process
Vendor BBS Totals:			\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	
DIANARI Diana Ries Designs, Inc.									
14944 July	7/31/2026	7/31/2026	\$1,813.00	\$1,813.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: July 2026 Website Updates, Social Media Advertising & Updates, Marketing Programs
Vendor DIANARI Totals:			\$1,813.00	\$1,813.00	\$0.00	\$0.00	\$0.00	\$0.00	
JACKS Jack's Lawn Service									
2614 AUGUST 735	8/1/2026	8/31/2026	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August Lawn Care Bldg 735
2615 AUG	8/1/2026	8/31/2026	\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August Lawn & Landscape Care
2616 AUGUST DIVERS	8/1/2026	8/31/2026	\$425.00	\$425.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August Lawn Care Diversified CPC
Vendor JACKS Totals:			\$8,900.00	\$8,900.00	\$0.00	\$0.00	\$0.00	\$0.00	
RS&H RS&H, Inc									
10075369004-3 JUL26	7/31/2026	8/30/2026	\$7,699.30	\$7,699.30	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Professional Services - SEF Energy Baselining Thru 07.31.2026 (PO# 5413)
Vendor RS&H Totals:			\$7,699.30	\$7,699.30	\$0.00	\$0.00	\$0.00	\$0.00	
SWAINE Swaine, Harris & Wohl, P.A.									
169960 OC	7/31/2026	8/30/2026	\$1,964.28	\$1,964.28	\$0.00	\$0.00	\$0.00	\$0.00	SAA: July 2026 Legal Services - General On-Call Services
169961 SLID	7/31/2026	8/30/2026	\$740.00	\$740.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: July 2026 Legal Services - SLID
Vendor SWAINE Totals:			\$2,704.28	\$2,704.28	\$0.00	\$0.00	\$0.00	\$0.00	
SWK SWK Technologies, Inc.									
IN00052985	8/1/2026	8/1/2026	\$220.00	\$220.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Monthly Fee for Sage100 Secure Cloud Services
Vendor SWK Totals:			\$220.00	\$220.00	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:			\$30,836.58	\$30,836.58	\$0.00	\$0.00	\$0.00	\$0.00	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 8/11/2026
Sebring Airport Authority (FBO)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
M343420	8/5/2026	9/20/2026	\$971.95	\$971.95	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Windsocks for KSEF
Vendor ASCENT Totals:			\$971.95	\$971.95	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:			\$971.95	\$971.95	\$0.00	\$0.00	\$0.00	\$0.00	

Sebring Airport Authority

Agenda Item Summary

Meeting Date: August 20, 2026

Presenter: Andrew Bennett

Agenda Item: Federal Aviation Administration (FAA) Fiscal Year 2026 – Grant Award - Airport Improvement Program Grant No. 3-12-0072-040-2026.

Background: The Federal Aviation Administration (FAA), through its Airport Improvement Program (AIP), awarded the Sebring Airport Authority up to \$5,108,563.00 for the final construction phase of the Taxiway Alpha (A) rehabilitation project at Sebring Regional Airport. The project will involve a mill and overlay of the existing asphalt pavement (5300'x 50') along Taxiway A. The project also includes new markings and replacement of taxiway edge lights, signage, and electrical cable. Taxiway Connector A2 will be reconstructed to a 90-degree angle. The existing run-up areas located at each end of Runway 01/19 will receive a 2" mill and overlay. These improvements are intended to restore the condition and serviceability of this critical airfield infrastructure and support safe, reliable aircraft movement.

The AIP grant will reimburse 95% of eligible project costs, up to the maximum federal award. FDOT will reimburse the remaining 5% of eligible project costs and any associated non-federal share.

Recommended Action: Approve and ratify the execution and delivery of FAA Airport Improvement Program Grant award of \$5,108,563.00; and all actions taken by Airport Staff with respect thereto.

Board Action:

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



U.S. Department
of Transportation
Federal Aviation
Administration

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

July 30, 2026

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. 3-12-0072-040-2026 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 **August 28, 2026**.
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 four (4) years 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,


[Juan C. Brown \(07/30/2026 15:41:41 EDT\)](#)

Juan C. Brown
 Manager



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 30, 2026

Airport/Planning Area Sebring Regional Airport

Airport Grant Number 3-12-0072-040-2026

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 July 20, 2026, 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:

Rehabilitate Taxiway A (5,300 feet) Final Phase - Construction; Rehabilitate Taxiway A Lighting Final Phase - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (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(s): 20.116.

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 \$5,108,563.

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 USC § 47108(b):

\$0 for planning

\$5,108,563 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. Period of Performance:

- i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. End Date: Four (4) years to the calendar day from the date of acceptance.
- iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. Budget Period:

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

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

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 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 USC § 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 delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and 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(s) unless this offer has been accepted by the sponsor on or before August 28, 2026, 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. Upon request, the sponsor must furnish to the Secretary 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 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 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, 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 USC § 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 USC § 47108(b)(2), 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:
 - i. 15 percent; or
 - ii. 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 USC § 47109, or IIJA (P.L. 17-58), 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:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. 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:
 - i. 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.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the 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.
- f. 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.

- a. *Posting of contact information.*
 - i. 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.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. 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:

- a. 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
 - b. 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;
- 3. 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;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. 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.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or 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.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient 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. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient 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.
 - ii. "Private Entity" means:
 - a) 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.
 - b) 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 Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant 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 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 USC § 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 41 USC § 4712(a)(2) 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 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 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] 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 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 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. 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, and 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. 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 31 USC § 3729(b)(4) 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.
- 30. 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:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 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 CFR part 180; or
 - iii. 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 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. 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.

SPECIAL CONDITIONS

32. 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 USC § 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.

33. 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:
 - i 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;
 - ii 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;
 - iii 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);
 - iv Qualifications of engineering supervision and construction inspection personnel;
 - v 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
 - vi 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.
 - a) 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.
 - b) 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.
 - c) 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.

34. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not

commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

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**



Juan C. Brown (07/30/2026 15:41:41 EDT)

(Signature)

Juan C. Brown

(Typed Name)

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 July 31, 2026

Sebring Airport Authority

(Name of Sponsor)

mike willingham

(Signature of Sponsor's Authorized Official)

By: mike willingham

(Typed Name of Sponsor's Authorized Official)

Title: Executive Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 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 (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); 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 July 31, 2026

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

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 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, USC, 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 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 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 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 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 USC § 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 USC § 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 USC §§ 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 USC § 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 ensure 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 USC § 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 USC § 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 USC § 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 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 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 USC §§ 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 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC, 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/airports/aip/aip_pfc_checklist) for AIP projects as of July 20, 2026.

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 (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

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 Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 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 USC § 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 USC § 46301(a)(8).

Sebring Airport Authority

Agenda Item Summary

Meeting Date: August 20, 2026

Presenter: Andrew Bennett

Agenda Item: Florida Department of Transportation (FDOT) – Public Transportation Grant Agreement No. G3T89 – Taxiway C Reconstruction

Background: The Airport Authority management team has received \$59,462.00 in FDOT grant funding for engineering design services regarding the reconstruction of Taxiway Charlie (C). Taxiway C is the original full-width concrete taxiway at Sebring Regional Airport, dating back to the original World War II airfield construction. The 2021 FDOT Pavement Condition Index report rated Taxiway C at 15 out of 100, identified as “serious” condition.

The design work includes full-depth pavement removal and replacement, design of a new 4-inch asphalt pavement section, LED taxiway edge lighting, updated pavement markings, and fillet geometry conforming to current FAA standards for B-II aircraft. The project also includes demolition of excess pavement between Taxiway C and Runway 01/19 to reduce runway incursion risk and design of a new Taxiway B3 connector to serve as a 90-degree crossover between planned Taxiway B and Runway 01/19.

The total design-phase project cost is \$344,500.00, which includes \$285,038.00 in FAA AIG funding received and approved by the Board in June 2026.

Recommended Action: Move to approve and authorize the Executive Director or Deputy Director to execute the grant agreement accordingly.

Board Action:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence) 455807-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A N/A	FLAIR Category: 088719 Object Code: 740100 751000 Org. Code: 55012020129 Vendor Number: VF591173009002
Contract Number: G3T89	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Sebring Airport Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in SEBRING REGIONAL AIRPORT TAXIWAY C RECONSTRUCTION, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. 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**

- 4. Exhibits.** The following Exhibits are 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 B3: Alternative Advanced Pay (Transit Bus Program)
☒ *Exhibit C: Terms and Conditions of Construction
☒ Exhibit D: Agency Resolution
☒ Exhibit E: Program Specific Terms and Conditions
☒ Exhibit E1: Prohibition Based on Health Care Choices
☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
- ☒ Exhibit E4: Energy Policy Goals Reporting
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$344,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$59,462 and, the Department's participation in the Project shall not exceed 17.26% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 10/25

- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Sebring Airport Authority

By: 

Name: Andrew Bennett

Title: Deputy Director

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

DS


**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): SEBRING REGIONAL AIRPORT TAXIWAY C RECONSTRUCTION

B. Project Location (limits, city, county): Sebring Regional Airport/Sebring, FL/Highlands

☒ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation, specifications, bid documents, construction safety and phasing, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Sebring Regional Airport Taxiway C Reconstruction

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Google Earth

Image © 2023 CNES / Airbus
Image © 2023 Maxar Technologies

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

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
455807-1-94-01	DPTO	088719	2027	740100	N/A	N/A	\$15,002.00
455807-1-94-01	FAA	088719	2027	740100	N/A	N/A	\$285,038.00
455807-1-94-01	DPTO	088719	2027	751000	55.004	Aviation Grant Program	\$44,460.00
Total Financial Assistance							\$344,500.00

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	\$44,460.00	\$0.00	\$0.00	\$44,460.00	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	\$15,002.00	\$0.00	\$285,038.00	\$300,040.00	5.00	0.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$59,462.00	\$0.00	\$285,038.00	\$344,500.00			

*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:

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

07/29/2026 | 2:02 PM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans for construction on the Department’s Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall 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 and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency 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; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement 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 air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency 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.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

- 2) The Agency 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.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, 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 and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 04/26

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 04/26

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency 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 Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

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:** \$44,460

*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****G3T89****7/16/2026****CONTRACT INFORMATION**

Contract:	G3T89
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:	07/15/2026
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = \$59,462.00
Description:	Sebring Regional Airport Taxiway C Reconstruction

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/16/2026**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$59,462.00
Financial Project:	45580719401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2027
Budget Entity:	55100100
Category/Category Year:	088719/27
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$59,462.00

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

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G3T89

7/28/2026

CONTRACT INFORMATION

Contract:	G3T89
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:	07/15/2026
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = \$15,002.00
Description:	Sebring Regional Airport Taxiway C Reconstruction

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/28/2026

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	(\$44,460.00)
Financial Project:	45580719401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2027
Budget Entity:	55100100
Category/Category Year:	088719/27
Amendment ID:	O001
Sequence:	01
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: (\$44,460.00)

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

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL****G3T89****7/29/2026****CONTRACT INFORMATION**

Contract:	G3T89
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:	07/15/2026
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = \$59,462.00
Description:	Sebring Regional Airport Taxiway C Reconstruction

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/29/2026**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A8
Object Code:	751000
Amount:	\$44,460.00
Financial Project:	45580719401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2027
Budget Entity:	55100100
Category/Category Year:	088719/27
Amendment ID:	O001
Sequence:	02
User Assigned ID:	
Enc Line (6s)/Status:	0002/04

Total Amount: \$44,460.00

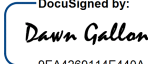
Certificate Of Completion

Envelope Id: C635A973-DA97-8D9E-81CD-0543D72E6971	Status: Completed
Subject: Complete with Docusign: SEF_G3T89_455807-1_Taxiway C Reconstruction_Original PTGA_Draft for Rev...	
Contract Number (ex. C9A12, optional): G3T89	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 455807-1-94-01	
Office (contact Procurement if add is needed):	
Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 45	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dawn Gallon
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	dawn.gallon@dot.state.fl.us
	IP Address: 156.75.252.6

Record Tracking

Status: Original	Holder: Dawn Gallon	Location: DocuSign
7/29/2026 2:00:15 PM	dawn.gallon@dot.state.fl.us	

Signer Events

Signer Events	Signature	Timestamp
Dawn Gallon dawn.gallon@dot.state.fl.us FDOT Aviation Coordinator Florida Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by:  9EA4269114E440A... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 7/29/2026 2:02:11 PM Viewed: 7/29/2026 2:02:22 PM Signed: 7/29/2026 2:02:31 PM

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), Login with SSO	DS  Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 7/29/2026 2:02:33 PM Viewed: 7/29/2026 3:38:49 PM Signed: 7/29/2026 3:39:47 PM
---	--	---

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
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	7/29/2026 2:02:11 PM
Certified Delivered	Security Checked	7/29/2026 3:38:49 PM
Signing Complete	Security Checked	7/29/2026 3:39:47 PM
Completed	Security Checked	7/29/2026 3:39:47 PM

Payment Events	Status	Timestamps
----------------	--------	------------

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

Sebring Airport Authority

Agenda Item Summary

Meeting Date: August 20, 2026

Presenter: Andrew Bennett

Agenda Item: AtkinsRéalís Professional Services Contract – Engineering Design Services – Taxiway Charlie (C) Reconstruction

Background: The Sebring Airport Authority entered into a continuing professional services contract with AtkinsRealis USA, Inc. on May 15, 2025, following selection under the Consultants' Competitive Negotiation Act. This project-specific contract includes engineering design services for the Taxiway C Reconstruction project.

Taxiway C received a Pavement Condition Index rating of 15 out of 100 in 2021, indicating serious deterioration and making it unusable for aircraft. The existing facility consists of approximately 150-foot-wide concrete pavement without edge lighting. The project will design the reconstruction of Taxiway C as a proposed 35-foot-wide taxiway, remove excess pavement, construct an interim portion of Taxiway B, and provide a new B3 connector with a perpendicular connection to Runway 01/19. Taxiways B and B3 will be designed to accommodate Taxiway Design Group B-II aircraft.

The project is supported by Federal Aviation Administration Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) No. 3-12-0072-039-2026 and Florida Department of Transportation (FDOT) Public Transportation Grant Agreement 455807-1-94-01.

AtkinsRealis will serve as the Engineer of Record for this project. Contract amount for AtkinsRéalís responsibilities: **\$341,000.00**

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

Board Action:

Approved **X**
Denied
Tabled

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE TAXIWAY C RECONSTRUCTION & B3 CONNECTOR DESIGN AT
THE SEBRING REGIONAL AIRPORT**

This Contract is made on this 20th day of August, 2026 between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **ATKINSREALIS USA, INC.**, a Florida profit corporation (herein referred to as the "CONSULTANT").

PREMISE.

The AUTHORITY and CONSULTANT entered into a Continuing Contract pursuant to the Consultants' Competitive Negotiation Act on May 15, 2025. The parties wish to include the design services and bidding assistance for the Taxiway C Reconstruction and B3 Connector project under the Contract. The services are more particularly described in Attachment A and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this agreement and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Three Hundred Forty-One Thousand dollars (\$341,000.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors as outlined on Attachment C. The price is based on the assumptions included on Attachment B. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

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

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

CONSULTANT hereby agrees to commence work under this contract promptly and to continue work until the Project is complete. An estimated duration for the Project is set forth in Exhibit A.

ARTICLE 3 – PAYMENT OF INVOICES

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

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 – TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

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

ARTICLE 8 - SUBCONTRACTING

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

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

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

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and that insurance has been approved by the AUTHORITY.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy

year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims of damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of two years beyond AUTHORITY's acceptance of renovation or construction projects.
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the AUTHORITY pursuant to this Contract.
- G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AUTHORITY as an "Additional Insured."

ARTICLE 12 - WARRANTY

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

ARTICLE 13 – INDEMNIFICATION

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

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

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – EXCUSABLE DELAYS

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

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

ARTICLE 18 – ARREARS

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

ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 – ACCESS AND AUDITS

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

ARTICLE 23 – NONDISCRIMINATION

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

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

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

ARTICLE 25 – PUBLIC ENTITY CRIMES

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

ARTICLE 26 – DRUG-FREE WORKPLACE

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

ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the AUTHORITY.

ARTICLE 28 – SURVIVAL

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

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 30 – ENFORCEMENT COSTS

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

ARTICLE 31 – AUTHORITY TO PRACTICE

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

ARTICLE 32 - SEVERABILITY

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

ARTICLE 33 – AMENDMENTS AND MODIFICATION

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

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

writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

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

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

ARTICLE 35 – NOTICE

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

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

CONSULTANT:
Heather Meyer, Project Manager - Aviation
AtkinsRealis Construction (USA), INC.
1514 Broadway, Suite 202
Fort Myers, FL 33901

ARTICLE 36 – LAWS AND REGULATIONS

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

ARTICLE 37 –CHANGE ORDERS

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

ARTICLE 38 – ASSIGNMENT

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

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE 40 – PUBLIC RECORDS

CONSULTANT is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. CONSULTANT is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, *Fla. Stat.* or as otherwise provided by law. CONSULTANT must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MIKE WILLINGHAM, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1300, mike@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

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

WITNESSES:

Jami Olive
Printed Name: Jami Olive

Colleen Plonksy
Printed Name: Colleen Plonksy

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

By: [Signature]
☐ B. Craig Johnson, as its Chair or
☒ Carl Cool, as its Vice Chair

Attest: [Signature]
☐ Jason Dunkel, as its Secretary or
☒ Mark Andrews, as its Asst. Secretary



(Corporate Seal)

WITNESSES:

Stephen J. Bobot Jr
Printed Name: Stephen J. Bobot Jr

[Signature]
Printed Name: JEFFREY WARYOSKI

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

By: [Signature]
Darin R. Larson as its
Vice President

ATTACHMENT A

SCOPE OF WORK

DESIGN PHASE SERVICES
FOR
TAXIWAY C RECONSTRUCTION TO B3 CONNECTOR
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
MARCH 2026

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

I. GENERAL DESCRIPTION OF PROJECT SCOPE

The Sebring Airport Authority (OWNER) has selected AtkinsRéalis (CONSULTANT) as the design engineer for the Taxiway C Reconstruction to the B3 Connector. The scope of this project will consist of providing professional design services and technical support during the design phase. Design services and technical support include project administration and coordination including attending design meetings during Design Development Phase and Final Design Phase, preliminary site review, Design Development and Final Design documents and associated Quality Control, and bidding assistance. Airfield design will be completed per relevant FAA and FDOT standards.

OWNER	Sebring Airport Authority (SAA)
CONSULTANT/ENGINEER	AtkinsRéalis
FAA	Federal Aviation Administration
FDOT	Florida Department of Transportation (District 1)

III. SCOPE

Taxiway C received a rating of 15 out of 100 in the 2021 PCI evaluation, indicating serious deterioration, making it unusable for aircraft. Taxiway C is a 150 feet wide concrete pavement with no edge lights. This project will reconstruct Taxiway C and construct a portion of Taxiway B to the new B3 connector. The B3 connector will be a 90-degree entrance/crossover to Runway 01/19. Taxiways B and B3 will include proper fillet geometry to meet TDG B-II aircraft requirements outlined in FAA AC 150/5300-13- B, Change 1. The project also includes installing LED taxiway edge lighting and removal of excess pavement between Taxiway C and Runway 01/19. These improvements aim to modernize the airfield infrastructure, and meet current safety and performance requirements.

Taxiway C Reconstruction

Taxiway C will be designed based on FAA AC150/5370-13B Design Guidelines. It is proposed to be 35 feet wide. The existing excess pavement will be removed. The pavement design will be completed using FAARFIELD 2.0 based on a 20-year useable life and proposed future aircraft forecasts. Borings will be taken to verify existing soils. The pavement design is anticipated as 4" asphalt on 6" of aggregate base on 12" of stabilized subgrade. The limits of the reconstruction are shown on **Figure 1** – Project Limits, below. Taxiway edge markings and centerline markings will be placed based on FAA AC150/5370-13B design standards.

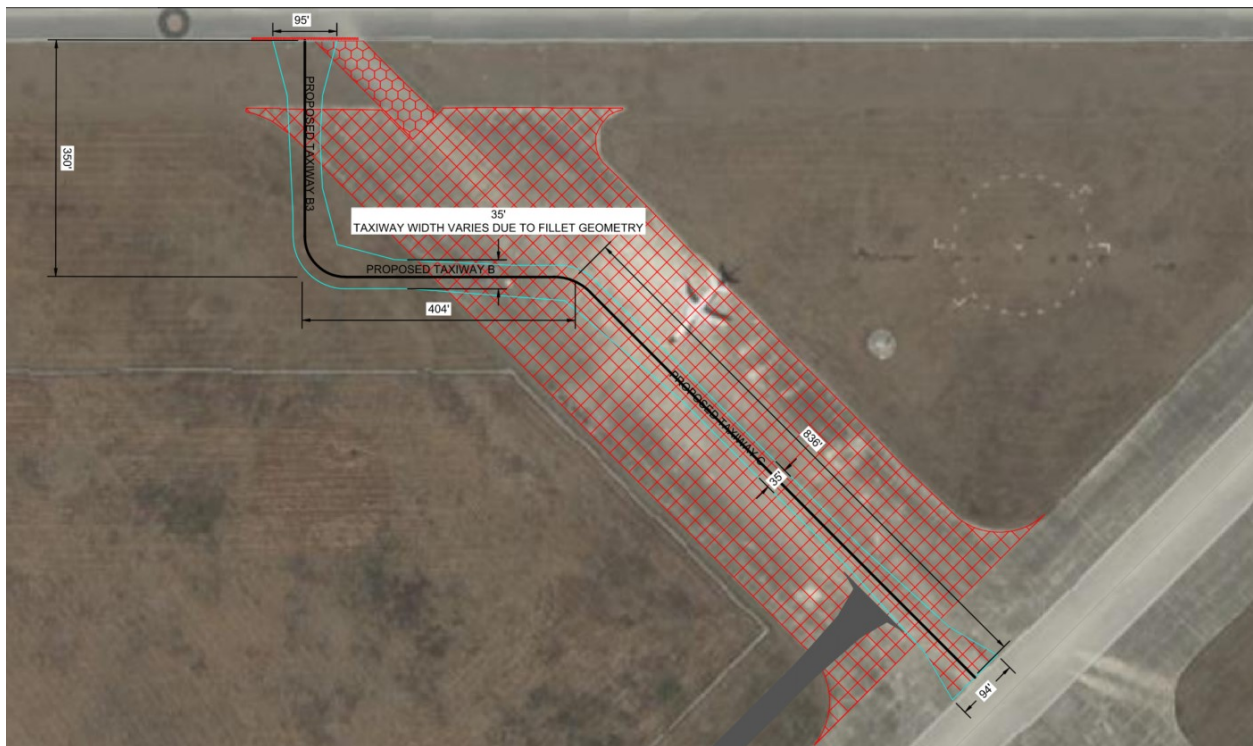


Figure 1 - Project Limits

Taxiways B and B3 Connector

Taxiway B will provide interim connection from Taxiway C to B3 until the future Taxiway B is constructed. Interim Taxiways B and B3 will be designed consistent with Taxiway C. The B3 connector's alignment will have a 90-degree bend to make a perpendicular connection to Runway 01/19 on undeveloped land adjacent to Taxiway C. This area is currently undisturbed area with a soil composition of sandy type soils with grass on top.

Airfield Electrical Upgrades

Taxiway C is a 150 feet wide concrete pavement with no edge lights. New taxiway edge lighting, taxiway signage, and runway signage will be provided to include new primary wiring, conduit raceways, light bases (basecans), and LED lighting. Fixtures or raceways deemed by the airport to be suitable for re-use will be noted for re-use within the Contract Documents. Restoration of the project site will be completed at the end of the project.

Task 1: Project Administration and Coordination

AtkinsRéalis will manage the overall design effort. The following is included:

- Project Management
 - o Data Collection
 - o FAA & FDOT Coordination
 - o Storage of all necessary project related documentation
 - o FAA & FDOT Grant Documentation Assistance
- Project Schedule Management and Quality Control
- Coordination Meetings Between AtkinsRéalis, SAA, and Airport Stakeholders
 - o Includes Creating Meeting Agenda and Meeting Minutes

Task 1 Deliverables:

- Project Schedule
- Grant project status reports

Task 2: Site Review & Schematic Design Phase (60% Submittal)**Preliminary Site Review**

AtkinsRéalis will review existing site and pavement conditions as well as any existing as-builts for drainage, electrical layouts and signage to validate existing infrastructure for Schematic Design. Topographic survey will be completed by a subconsultant. Pavement cores will be taken along the length of Taxiway C to verify pavement section. Borings will be completed near Taxiways B and B3 connector to verify exiting soil conditions and determine pavement design. The survey and geotechnical reports will be reviewed and implemented into the design.

AtkinsRéalis anticipates eight (8) weeks for the preliminary site review period. This includes approximately four (4) weeks of field work for topographic surveying, and geotechnical investigations. One (1) site visit will be completed to verify existing plans, and address comments by the owner and stakeholders.

AtkinsRéalis will develop the 60% design package for the Taxiway C reconstruction to the B3 connector. During this schematic design phase the team will define the horizontal and vertical geometry, pavement section, grading, drainage improvements, utility conflicts, and airfield lighting and signage layouts. This level of design can be used to refine the construction cost estimate, phasing concepts, and identify key project risks or constraints.

The intent of the 60% submittal is to give the Airport Authority a clear and coordinated representation of the project's scope, anticipated construction approach, and cost implications before advancing to final design. AtkinsRéalis will attend two (2) Schematic Design meetings for the owner and stakeholder comments.

AtkinsRéalis will perform Quality Assurance/ Quality Control as part of this task.

AtkinsRéalis will submit the Part 77 Notice of Proposed Construction, CSPP, plans, engineers report, and technical specifications to the FAA ADO for review. FAA document review and response is approx. 45 days but may be up to 90 days.

CATEX/Burrowing Owl and Gopher Tortoise Survey and Permitting

AtkinsRéalis will complete the necessary FAA CATEX documentation for this project and will assist with coordination between the FAA and Airport regarding this effort. By the end of the Schematic Design Phase, AtkinsRéalis will also complete a burrowing owl and gopher tortoise survey to verify nesting within the project limits. Permitting documentation associated with the burrowing owls and gopher tortoise surveying will be completed by AtkinsRéalis and provided to the Airport.

AtkinsRéalis anticipates ten (10) weeks for the schematic design phase. This includes two (2) weeks for QA/QC Review. AtkinsRéalis anticipates one (1) week for airport to review and respond after submittal. AtkinsRéalis anticipates one (1) meeting for a page turn with the owner.

Task 2 Deliverables:

AtkinsRéalis will deliver the following to the Airport Authority for the Schematic Design Phase:

- Preliminary Technical Specifications
- Schematic Design Plan Set:

-
- Cover Sheet
 - General Notes
 - Safety and Security Notes
 - Preliminary Site Access and Layout Sheet
 - Preliminary Phasing Sheets
 - Preliminary Part 77 Sheet
 - Existing Conditions Sheets
 - Geometry Sheets
 - Typical Pavement Detail Sheets
 - Electrical Layout Sheets
 - Electrical Circuit Layout Sheets
 - 60% Engineers Design Report
 - 60% Engineers Estimate
 - 60% Contractor Safety and Phasing Plan (CSPP)
 - Burrowing owl and gopher tortoise survey with any associated permitting documentation (Draft)
 - Draft FAA CATEX
 - Submit Part 77 Notice of Proposed Construction, CSPP, plans and technical specifications to the FAA for review

Task 3: Final Design Phase (100% Submittal)

The Final Design Phase will provide the Airport Authority with 100% construction documents for the Taxiway C reconstruction to the B3 connector. This will include a complete plan set, final technical specifications, and final estimate of the project. AtkinsRéalis will attend two (2) Final Design meetings for owner and stakeholder comments.

AtkinsRéalis will perform Quality Assurance/ Quality Control as part of this task.

AtkinsRéalis will perform final coordination with FAA for follow up action from the 60% Design Phase reviews.

Task 3 Deliverables:

AtkinsRéalis will deliver the following to the Airport Authority for the Final Design Stage:

- Final FAA Technical Specifications
- 100% Design Plan Set:
 - Cover Sheet
 - Sheet Index and Summary of Quantity Sheet
 - General Notes Sheet
 - Safety and Security Notes Sheet
 - Final Site Layout and Access Sheet
 - Final Phasing Sheets
 - Final Part 77 Sheet
 - Survey Control Plan Sheet
 - Existing Conditions Sheets
 - Geometry Sheets
 - Typical Pavement Detail Sheets
 - Grading Sheets
 - Elevation Sheets
 - Erosion Control Sheets
 - Stormwater Pollution and Prevention Plan (SWPPP) Sheet

- Electrical Layout Sheets
 - Electrical Circuit Layout Sheets
- Final Engineers Design Report
- Final Engineers Estimate
- Final Contractor Safety and Phasing Plan (CSPP)
- Final permitting documentation (As necessary)
- Final FAA CATEX
- Submit Final CSPP, plans and technical specifications to the FAA for review

AtkinsRéalis anticipates nine (9) weeks for final design/FAA review and responses, which includes two (2) weeks for QC Review. AtkinsRéalis anticipates two (2) weeks for airport review and response. AtkinsRéalis anticipates one (1) meeting for a page turn with the airport.

Task 4: Final Construction Documents/Bidding Assistance

The Final Construction documents will provide the Airport Authority with Ready for Bid documents for the Taxiway C reconstruction to the B3 connector. This will include a complete plan set, final technical specifications, and Front End documents.

AtkinsRéalis will perform Quality Assurance/ Quality Control as part of this task.

Templates for Front End SAA Documents will be provided by the airport and completed per project specs by AtkinsRéalis. The Airport will be expected to provide bidding time, date, and location to be added.

AtkinsRéalis anticipates three (3) weeks for Final Construction Documents.

Bidding Assistance

AtkinsRéalis will provide answers to questions regarding the final construction plans prior to construction bid closing. Whenever original contract documents are changed, AtkinsRéalis will submit a set of signed and sealed plans with the revised reproducible and electronic files in AutoCAD and .pdf files. After bids have been received, AtkinsRéalis will prepare a bid tab using the SAA preferred format and using the final pay items and quantities. AtkinsRéalis will also provide a bid recommendation based on bids received.

AtkinsRéalis anticipates four (4) weeks to complete project bidding.

Task 4 Deliverables:

AtkinsRéalis will provide a signed and sealed set of issued for bid documents including the following:

- Final FAA Technical Specifications
- Final Design Plan Production:
 - Cover Sheet
 - Sheet Index and Summary of Quantity Sheet
 - General Notes Sheet
 - Safety and Security Notes Sheet
 - Final Site Layout and Access Sheet
 - Final Phasing Sheets

- Final Part 77 Sheet
- Survey Control Plan Sheet
- Existing Conditions Sheets
- Geometry Sheets
- Typical Pavement Detail Sheets
- Grading Sheets
- Elevation Sheets
- Erosion Control Sheets
- Stormwater Pollution and Prevention Plan (SWPPP) Sheet
- Pavement Marking Sheets
- Electrical Layout Sheets
- Electrical Circuit Layout Sheets
- Final Design Engineers Design Report
- Final CSPP
- Front End SAA Documents

Topographic Survey

The survey team will perform a detailed topographic survey of the project area, capturing existing ground elevations, pavement edges, markings, drainage structures, utility locations as provided through Sunshine 811 coordination, airfield lighting and signage features, fencing, and other relevant surface features. Horizontal and vertical control will be established using FAA-compliant survey standards and tied to airport geodetic control.

Deliverables:

- Digital terrain model (DTM)
- Topo survey cad files

Geotechnical Investigation

The geotechnical team will perform subsurface field investigations within the project area, including soil borings to characterize existing pavement structure, subgrade conditions, and groundwater levels. Laboratory testing will be conducted to determine soil classification, moisture content, strength parameters, and material suitability for pavement design. Pavement cores will be taken along the length of Taxiway C to verify pavement section. Borings will be completed near Taxiways B and B3 connector to verify exiting soil conditions and determine pavement design.

Deliverables:

- Geotechnical Report

Anticipated Project Schedule

Key Milestones

Notice to Proceed (NTP)	TBD
Preliminary Site Review	8 Weeks after NTP
Schematic Design Phase (60% Submittal)	18 Weeks after NTP
- Submittal of Plans/Specs to FAA for review	
- Submittal of CSPP/7460 to FAA for Review	
Final Design Phase	27 Weeks after NTP
Final Construction Documents	30 Weeks after NTP
Bidding Assistance	TBD

ATTACHMENT B**BASIC ASSUMPTIONS****DESIGN PHASE SERVICES
FOR
TAXIWAY C RECONSTRUCTION TO THE B3 CONNECTOR
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
MARCH 2026**

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

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

1. The fees for the provision of design phase services are based a duration of thirty (30) weeks and an assumed level of staff effort as described herein. In the event the design duration or level of effort required of the designer is greater than estimated and specified herein, the designer shall be entitled to additional compensation, and the terms of this agreement shall be re-negotiated and amended as needed.
2. AtkinsRéalis anticipates one (1) site visit and two (2) meetings in Schematic Design and Final Design Phases, each, and one (1) meeting for bidding assistance. In the event additional meetings are needed, the designer shall be entitled to additional compensation, and the terms of this agreement shall be re-negotiated and amended as needed.
3. Documents will be created in the designer's standard format.
4. All drawings will be created in black and white AutoCAD format using English units.
5. All fees associated with the Authorities Having Jurisdiction (AHJ) design reviews and permitting will be the responsibility of the Owner and shall be paid directly to the county. The designer shall not be responsible for any coordination of fee payment.
6. The designer will design this project based on the best available information at the time of design and shall not be responsible for changes based on differing existing conditions information.
7. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.

-
8. It is anticipated that all FAA reviews will take a minimum of 45 days up to 90 days for review of all documents submitted to them. The overall project schedule (with milestones shown in Table 1) will reflect these review days.
 9. It is assumed that the electrical vault building and CCRs powering the airfield circuits are operational without modifications required to the vault building, CCRs, or airfield lighting control system. It is further assumed the vault has capacity for the project and net decrease in load is expected with the upgrades to LED fixture type. It is assumed that runway guard lights are not used at SEF and not include in the project. If RGLs are existing, they will be reused.
 10. Any other service not specifically delineated within this scope is not included and would only be performed at Client's request and approved fee.
 11. An Environmental Assessment (EA) is not included as part of this scope of work. If the FAA determines that an EA is necessary for this project, AtkinsRéalis can provide that service for an additional fee.

END OF ATTACHMENT B

ATTACHMENT C
MAN-HOUR FEE ESTIMATE
DESIGN SERVICES FOR TAXIWAY C RECONSTRUCTION TO THE B3 CONNECTOR
SEBRING REGIONAL AIRPORT
March 15, 2026

		PROJECT MANAGEMENT			ENGINEERING						
		Practice Manager	Senior Project Manager	Project Manager	Sr. Eng/Arch/Planner IV	Sr. Eng/Arch/Planner II	Eng/Arch/Planner II	Sr. Designer/CAD Technician	Sr. Scientist II	Technician	Total Hours Task
	Task Description										
Task 1	Project Administration and Coordination	16	12	120	0	0	0	0	0	0	148
Task 2	Site Review & Schematic Design Phase (60% Submittal)		12	80	22	280	160	120	40	36	750
Task 3	Final Design Phase (100% Submittal)		12	80	40	174	128	162	0	0	596
Task 4	Final Construction Documents/Bidding Assistance		10	40	40	24	8	16	0	0	138
	TOTAL MAN-HOURS	16	46	320	102	478	296	298	40	36	
	LABOR RATES - HOURLY	\$290	\$250	\$220	\$270	\$200	\$140	\$140	\$180	\$110	
	SUB-TOTAL LABOR COSTS	\$4,640	\$11,500	\$70,400	\$27,540	\$95,600	\$41,440	\$41,720	\$7,200	\$3,960	\$304,000

SUBCONSULTANTS (LUMP SUM)

TOPOGRAPHIC SURVEY	\$	25,000
GEOTECHNICAL	\$	10,000

EXPENSES (LUMP SUM)

Travel Allowance (Assumes 10 Trips @ \$200/Trip)	\$	2,000.00
--	----	----------

TOTAL LUMP SUM FEES - PROFESSIONAL SERVICES

TOTAL	\$	341,000.00
--------------	-----------	-------------------

Sebring Airport Authority

Agenda Item Summary

Meeting Date: August 20, 2026

Presenter: Andrew Bennett

Agenda Item: AtkinsRéalis Professional Services Contract – Contract Administration & Construction, Engineering, and Inspection Services – Taxiway Alpha (A) Rehabilitation

Background: The Sebring Airport Authority entered into a continuing professional services contract with AtkinsRealis USA, Inc. on May 15, 2025, following selection under the Consultants' Competitive Negotiation Act. This project-specific contract adds construction-phase services for the Taxiway A Rehabilitation project.

The underlying project includes rehabilitation of approximately 5,300 feet of Taxiway A and the run-up pads, reconstruction of Taxiway Connector A2, and replacement of taxiway edge lights and signage. The project is supported by Federal Aviation Administration Airport Improvement Program Grant No. 3-12-0072-040-2026 and Florida Department of Transportation (FDOT) Public Transportation Grant Agreement 446384-1-94-01.

In addition to serving as the Engineer of Record, AtkinsRealis will serve as the Authority's construction manager and provide construction administration, technical support, resident project representation, inspection, quality-assurance testing, wage-compliance monitoring, and project closeout services. The consultant's role is to assist the Authority in keeping the project on schedule and within budget and verifying that construction conforms to the approved contract documents. Contract amount for AtkinsRéalis responsibilities: **\$499,590.00**

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

Board Action:

Approved **X**
Denied
Tabled

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE TAXIWAY A REHABILITATION CONSTRUCTION AT
THE SEBRING REGIONAL AIRPORT**

This Contract is made on this 20th day of August, 2026 between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **ATKINSREALIS USA, INC.**, a Florida profit corporation (herein referred to as the "CONSULTANT").

PREMISE.

The AUTHORITY and CONSULTANT entered into a Continuing Contract pursuant to the Consultants' Competitive Negotiation Act on May 15, 2025. The parties wish to include the construction phase services for the Taxiway A Rehabilitation project under the Contract. The services are more particularly described in Attachment A and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this agreement and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of Four Hundred Ninety-Nine Thousand Five Hundred Ninety dollars (\$499,590.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors as outlined on Attachment C. The price is based on the assumptions included on Attachment B. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

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

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

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

ARTICLE 3 – PAYMENT OF INVOICES

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

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 – TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

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

ARTICLE 8 - SUBCONTRACTING

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

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

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

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and that insurance has been approved by the AUTHORITY.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy

year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims of damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of two years beyond AUTHORITY's acceptance of renovation or construction projects.
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the AUTHORITY pursuant to this Contract.
- G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AUTHORITY as an "Additional Insured."

ARTICLE 12 - WARRANTY

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

ARTICLE 13 – INDEMNIFICATION

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

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

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – EXCUSABLE DELAYS

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

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

ARTICLE 18 – ARREARS

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

ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 – ACCESS AND AUDITS

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

ARTICLE 23 – NONDISCRIMINATION

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

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

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

ARTICLE 25 – PUBLIC ENTITY CRIMES

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

ARTICLE 26 – DRUG-FREE WORKPLACE

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

ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the AUTHORITY.

ARTICLE 28 – SURVIVAL

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

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 30 – ENFORCEMENT COSTS

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

ARTICLE 31 – AUTHORITY TO PRACTICE

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

ARTICLE 32 - SEVERABILITY

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

ARTICLE 33 – AMENDMENTS AND MODIFICATION

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

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

writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

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

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

ARTICLE 35 – NOTICE

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

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

CONSULTANT:
Heather Meyer, Project Manager - Aviation
AtkinsRealis Construction (USA), INC.
1514 Broadway, Suite 202
Fort Myers, FL 33901

ARTICLE 36 – LAWS AND REGULATIONS

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

ARTICLE 37 –CHANGE ORDERS

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

ARTICLE 38 – ASSIGNMENT

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

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE 40 – PUBLIC RECORDS

CONSULTANT is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. CONSULTANT is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, *Fla. Stat.* or as otherwise provided by law. CONSULTANT must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MIKE WILLINGHAM, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1300, mike@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

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

WITNESSES:

Jami Olive
Printed Name: Jami Olive

Colleen Pinsky
Printed Name: Colleen Pinsky

WITNESSES:

Stephen J. Bobot Jr
Printed Name: Stephen J. Bobot Jr

Jeffrey Warkoski
Printed Name: JEFFREY WARKOSKI

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

By: [Signature]
☒ D. Craig Johnson, as its Chair or
☐ Carl Cool, as its Vice Chair

Attest: [Signature]
☐ Jason Dunkel, as its Secretary or
☐ Mark Andrews, as its Asst. Secretary



(Corporate Seal)

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

By: Devin R. Larson
Devin R. Larson, as its
Vice President

ATTACHMENT A**SCOPE OF WORK****CONSTRUCTION PHASE SERVICES
FOR
TAXIWAY A REHABILITATION
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
MARCH 2026**

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

I. BACKGROUND INFORMATION

Under a previous Agreement AtkinsRealis completed an evaluation of the of the pavement condition and design of the taxiway rehabilitation including the run-up pads, reconstruction of taxiway connector A2, and replacement of taxiway edge lights and signage.

II. GENERAL DESCRIPTION OF PROJECT SCOPE

The Sebring Airport Authority (OWNER) selected ATKINSREALIS as the Construction Manager (CM) for the Project. This will consist of providing professional services and technical support during construction including providing resident project representative (RPR) services, Davis Bacon monitoring, attendance at meetings, review of submittals, responses to requests for information, and the preparation of record drawings. The overriding objective of the CM is to provide assistance to the OWNER to attempt to keep the project on schedule, under budget, and fully coordinated with all parties and to assist in producing a quality constructed product. Construction is scheduled to start in November 2026.

This work will consist of providing professional services for the construction administration, technical support during construction and assist in the preparation of closeout documents and record drawings. The contract documents allow 150 calendar days from the notice to proceed to substantial completion of construction, plus 30 calendar days to final completion and an additional 30 calendar days for project closeout. Current funding for the project is anticipated to cover the construction costs and CA services. The scope and fee included within this proposal applies to the project based on the above conditions.

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

III. SCOPE

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

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

Task 1: Project Administration and Coordination

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

DBE and Prevailing Wage Rate Monitoring and Compliance

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

Task 2: Preparation of Conformed Documents

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

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

Task 3: Preconstruction Conference

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

Task 4: Job Coordination Meetings

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

Based on the project schedule, the CM has budgeted for **24 job coordination meetings** held

throughout the duration of the project. This assumes there will be 22 weekly meetings during the 150 days of construction between NTP and substantial completion, and two (2) additional meetings during the closeout period. If additional meetings are necessary, it may be justification for additional compensation.

Task 5: Site Visits and Inspections

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

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

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

- Project Manager - 12
- Civil/Site Engineer - 8
- Pavement Engineer - 2
- Environmental Scientists - 2

Task 6: Shop Drawing Review

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

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

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

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

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

The CM shall act as initial interpreter of the requirements of the Contract Documents and judge of

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

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

Task 8: Preparation of Field Sketches and Supplemental Information Revisions

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

Task 9: Contractor Applications for Payment

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

Task 10: Preparation of Record Documents and Closeout

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

Task 11: Resident Project Representative (RPR) Services

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

- coordinate the Contractor's mobilization to the site
- inspect and monitor Contractor activities
- maintain a daily construction log
- attend weekly or progress meetings
- review Contractor's pay requests
- take project progress photographs
- monitor Contractor's Quality Control Plan
- organize, prepare for, and lead inspections
- create the Contractor's punch list of unfinished items

- verify the Contractor's completion of the punch list
- collect the Contractor's as-built information
- certify the completion of the project to general conformance with the Contract Documents
- complete Davis Bacon Wage Rates interviews

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

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

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

For purposes of CM fee derivation, it is assumed that one (1) RPR will be assigned to the project. It is assumed that the RPR will provide part time support to project during the pre-construction phase to assist with project start-up (4-weeks). During the construction period it is assumed the RPR will work an average 10 hours/day and 5 days/week for the 25-week period. During the closeout period it is assumed that the RPR will provide part-time support to project approximately 20 hours/week for 4 weeks.

The CM may need rotate personnel to provide full coverage. Actual time onsite may vary from week to week based on the Contractor's work schedule. Therefore, the CM has also budgeted for 120 hours of an additional second RPR if necessary, for critical work periods.

Subconsultant Task: Quality Assurance Program

Provide Quality Assurance (QA) testing in accordance with the requirements of the plans and specifications including: engineers, technicians or inspectors, field sampling, field and/or laboratory testing and a typed report signed and sealed by a State of Florida Registered Professional Engineer. The CEI shall retain an accredited testing laboratory for the quality assurance testing of construction materials. Maintain records of the required test reports produced by the testing laboratory and quality control charts or summary statistics as applicable. Coordinate retest of failing, borderline or disputed materials.

END ATTACHMENT A

ATTACHMENT B
BASIC ASSUMPTIONS
CONSTRUCTION PHASE SERVICES
FOR
TAXIWAY A REHABILITATION
AT
SEBRING REGIONAL AIRPORT
SEBRING, FLORIDA
MARCH 2026

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

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

1. The fees for the provision of construction phase services are based a construction duration of 180 calendar days and an assumed level of staff effort as described herein. In the event the construction duration or level of effort required of the CM is greater than estimated and specified herein, the CM shall be entitled to additional compensation and the terms of this agreement shall be re-negotiated and amended as needed.
2. CM shall consult with and advise SAA and act as the Airport's representative and advisor as provided for in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of the CM as assigned in the Contract Documents shall not be modified except as CM may otherwise agree in writing.
3. CM shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
4. CM shall have authority, as the Airport's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
5. Documents will be created in the CM's standard format.
6. All drawings will be created in black and white AutoCAD format using English units.
7. No additional environmental wetlands permitting (federal and/or local) or mitigation will be required for construction of this project.

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

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

END OF ATTACHMENT B

ATTACHMENT C
MAN-HOUR FEE ESTIMATE
CONSTRUCTION PHASE SERVICES FOR THE
TAXIWAY A CONSTRUCTION SERVICES (CEI/CA)
AT THE SEBRING AIRPORT (SEF)

Task Description		PROJECT MANAGEMENT			ENGINEERING/ENVIRONMENTAL						CONSTRUCTION SERVICES				
		Practice Manager	Project Manager	Admin	Sr. Eng IV	Sr. Eng I	Eng II	Sr. Designer/CAD Tech	Sr Scientist II	Scientist II	Resident Engineer Construction	Sr. Construction Manager Rep	Construction Manager Rep	Total Man-Hours	
Task 1	Project Administration and Coordination	12	96	40										148	
Task 2	Preparation of Conformed Documents		2		2	8	16							28	
Task 3	Preconstruction Conference		6		4	4	4							18	
Task 4	Job Coordination Meetings (Assume 24)		48			48								96	
Task 5	Site Visits and Inspections		20		12	60			16	16				124	
Task 6	Shop Drawing Review		12		16	30	20							78	
Task 7	Responses to Contractor RFI's		24	24	16	30	20							114	
Task 8	Preparation of Field Sketches and SI Revisions				4	20	40	30						94	
Task 9	Contractor Applications for Payment		10	10		16	8							44	
Task 10	Preparation of Record Docs and Closeout		10	10	4	32	16	24						96	
Task 11	Resident Project Representative (RPR) Services														
	Pre-Construction									20	20			40	
	Construction									96	1,440			1,536	
	Closeout									40				40	
	Supplemental RPR Coverage											100		100	
TOTAL MAN-HOURS		12	228	84	58	248	124	54	16	16	156	1,460	100	2,556	
LABOR RATES - HOURLY		\$290	\$220	\$100	\$270	\$160	\$140	\$140	\$180	\$130	\$180	\$150	\$130		
SUB-TOTAL LABOR COSTS		\$3,480	\$50,160	\$8,400	\$15,660	\$39,680	\$17,360	\$7,560	\$2,880	\$2,080	\$28,080	\$219,000	\$13,000	\$407,340	
PM Fee:				\$ 62,040	Engineering Fee:						\$ 85,220	Construction Services Fee:			\$ 260,080

SUBCONSULTANT COSTS (LUMP SUM)

Quality Assurance Testing	\$40,000
---------------------------	----------

REIMBURSABLE COSTS (LUMP SUM)

Travel Allowance (Assumes 48 Trips @ \$200/Trip)	\$9,600
Printing, Reproduction, Binding, Shipping, Etc.	\$500

RPR COSTS (LUMP SUM)

Lodging Per Diem	\$150.00	/day	165	days	1	RPR	\$24,750
Meal Per Diem	\$60.00	/day	165	days	1	RPR	\$9,900
Vehicle	\$300.00	/week	25	weeks	1	RPR	\$7,500

TOTAL LUMP SUM FEES - PROFESSIONAL SERVICES

\$499,590

Sebring Airport Authority

Agenda Item Summary

Meeting Date: August 20, 2026

Presenter: Andrew Bennett

Agenda Item: Interlocal Agreement – Haywood Taylor Emergency Storm Sewer Repairs

Background: Attached is an ILA between the SAA and CRA regarding the Haywood Taylor Emergency Storm Sewer Repairs. Sinkholes have developed above storm sewer lines along Haywood Taylor Boulevard due to leaking joints in the 54-inch and 60-inch pipes. The project includes installing HydraTite internal joint seals to address the immediate failures and inspect adjoining pipe segments where similar leakage is suspected. Under the Interlocal Agreement, the CRA will provide \$89,215.00 in funding for the project.

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

Board Action:

Approved **X**

Denied

Tabled

Prepared by and Return to:

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 20th day of August, 2026, between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law (herein referred to as "SAA") and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA").

WHEREAS, the SAA owns and leases real property and operates an airport located at the Sebring Regional Airport and Industrial Park in Highlands County, Florida (herein referred to as the "Property"); and

WHEREAS, the CRA was formed by the Highlands County Board of County Commissioners for the purpose of assisting SAA in the development, funding and operation of the Sebring Regional Airport and Industrial Park; and

WHEREAS, the CRA has determined that the use of tax increment revenues in the Park to provide financial support for maintenance thereof is appropriate and consistent with the Community Redevelopment Plan, as updated November 19, 2015 (the "Plan"); and

WHEREAS, the SAA has requested the CRA to fund the emergency repairs to Haywood Taylor Boulevard of the project entitled "Haywood Taylor Emergency Repairs" (herein referred to as the "Project"), a project specifically identified in the Plan; and

WHEREAS, at a public meeting of the CRA on the 20th day of August, 2026, the CRA voted to approve the funding of the design and installation of the Project; and

WHEREAS, the CRA finds that the Project will further economic development within the Park, and the Project is consistent with and in furtherance of the Plan; and

WHEREAS, the SAA and the CRA find that the Project is a reasonable and necessary undertaking for the SAA, and that financial assistance for the Project by the CRA is consistent with the purposes for which the CRA was created and with the Plan; and

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969 "; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The recitals set forth above are hereby incorporated in this Project Assistance Agreement in their entirety.
2. **TERM.** This Interlocal Agreement will be effective as of the date of filing with the Clerk of the Circuit Court of Highlands County and will remain in effect unless terminated by either one of the parties hereto.

3. **PROJECT ASSISTANCE PAYMENTS.** The CRA finds that payment of funds in the amount of Eighty-Nine Thousand Two Hundred Fifteen Dollars and No/100ths (\$89,215.00) for the building repairs of Project will benefit and enhance the CRA Area, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.

4. **NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

SAA:

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

CRA:

Sebring Regional Airport and Industrial Park Community Redevelopment Agency
Attn: Chairman
128 Authority Lane
Sebring, FL 33870

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

5. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

6. **MULTIPLE ORIGINALS.** Multiple copies of this Agreement may be executed, each of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default by the party causing the recording to be made.

7. **HOLD HARMLESS.** SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the SAA's obligations contained herein to contract and supervise the Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

8. **PERMIT, LICENSES AND AGREEMENTS.** SAA is responsible for obtaining all permits, licenses and agreements required for the Project.

9. **RECORDS.** SAA shall document all expenditures of money in detail sufficient for a proper pre-audit and post-audit report. SAA shall retain all records supporting the Project costs for three (3) years after the fiscal year in which the final payment was released by the CRA, or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three (3) year record retention period.

10. **INSPECTION.** CRA reserves the right to inspect the Project at any reasonable time, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled and no further payments made by the CRA, if SAA refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

11. **EFFECTIVE**. This Interlocal Agreement has been executed pursuant to Section 163.01, Florida Statutes, and shall become effective upon execution by all parties.

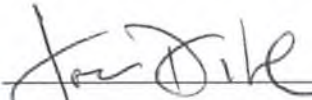
12. **BENEFIT**. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement. The expenditure of funds by CRA is for the improvement and benefit of property located within the CRA Redevelopment Area and will benefit the CRA.

13. **FILING EFFECTIVE DATE**. As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Highlands County after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement as of the date above written.

ATTEST:

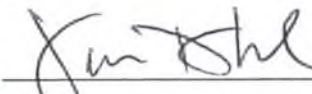
SEBRING AIRPORT AUTHORITY, a
body politic created by Florida Law

By: 
☒ Jason Dunkel, as its Secretary
☐ Mark Andrews, as its Assistant Secretary
Date: August 20, 2026

By: 
☒ D. Craig Johnson, as its Chairman
☐ Carl Cool, as its Vice Chairman
Date: August 20, 2026

ATTEST:

**SEBRING REGIONAL AIRPORT AND
INDUSTRIAL PARK COMMUNITY
REDEVELOPMENT AGENCY**, a body
politic and corporate created and operating
under Part III, Chapter 163, Florida Statutes

By: 
☒ Jason Dunkel, as its Secretary
☐ Mark Andrews, as its Assistant Secretary
Date: August 20, 2026

By: 
☒ D. Craig Johnson, as its Chairman
☐ Carl Cool, as its Vice Chairman
Date: August 20, 2026

Sebring Airport Authority

Agenda Item Summary

Meeting Date: August 20, 2026

Presenter: Andrew Bennett

Agenda Item: Interlocal Agreement (ILA) – Amendment 1 – Repairs for Buildings 916, 917, 918, 919

Background: Attached is Amendment 1 to the ILA between the SAA and CRA dated March 12th, 2026 regarding the Repairs for Buildings 916, 917, 918, & 919. The CRA finds that an additional payment of Forty Thousand Two Hundred Twenty-Six Dollars and No/100ths (\$40,226.00) for fabrication and installation of the Project will benefit and enhance the CRA Area. The CRA further finds that providing financial assistance to SAA is appropriate and advances the purposes of the Community Redevelopment Plan.

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

Board Action:

Approved **X**

Denied

Tabled

AMENDMENT 1 TO INTERLOCAL AGREEMENT

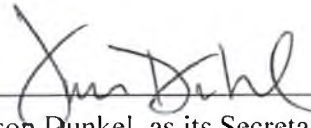
THIS AMENDMENT 1 is entered into by and between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida Law (herein referred to as “SAA”) and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as “CRA”), related to that Interlocal Agreement approved by the SAA and CRA on the 12th day of March, 2026 (“Agreement”), related to the “Buildings 916, 917, 918, & 919 Repairs and Maintenance” (“Project”).

1. Paragraph 3, is hereby amended to reflect that the actual amount of “CRA Funds” is One Hundred Thousand Five Hundred Fifty-Six and 00/100 Dollars (\$156,000.00), which is an increase of Forty Thousand Two Hundred Twenty-Six and 00/100 Dollars (\$40,226).

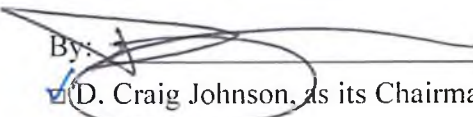
2. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the Agreement between the parties, this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment effective on the date of the last signatory hereto.

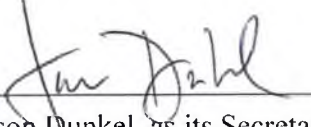
ATTEST:

By: 
☒ Jason Dunkel, as its Secretary
☐ Mark Andrews, as its Assistant Secretary
Date: August 20, 2026

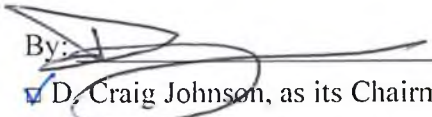
SEBRING AIRPORT AUTHORITY, a
body politic created by Florida Law

By: 
☒ D. Craig Johnson, as its Chairman
☐ Carl Cool, as its Vice Chairman
Date: August 20, 2026

ATTEST:

By: 
☒ Jason Dunkel, as its Secretary
☐ Mark Andrews, as its Assistant Secretary
Date: August 20, 2026

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created and operating under Part III, Chapter 163, Florida Statutes

By: 
☒ D. Craig Johnson, as its Chairman
☐ Carl Cool, as its Vice Chairman
Date: August 20, 2026

RESOLUTION SAA 26-09

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S26-08 TO 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 Amendment S26-08 as presented.

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

PASSED AND ADOPTED this 20th day of August 2026.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

**SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S26-08
EFFECTIVE ACCOUNTING PERIOD: JUNE 2026**

8/20/2026

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	\$ 525,000.00	\$ 155,000.00	\$ -	\$ 680,000.00	BUDGET UNDERSTATED
FBO	344-005-FBO	UL-94 MOGAS SALES	\$ 50,000.00	\$ -	\$ (22,900.00)	\$ 27,100.00	TRANSITIONED TO 100R
FBO	360-101-FBO	DISCOUNTS EARNED	\$ 3,500.00	\$ 1,000.00	\$ -	\$ 4,500.00	BUDGET UNDERSTATED
SAA	334-610-132	FDOT REV - FUEL FARM EXPANSION	\$ 301,828.00	\$ 10,001.00		\$ 311,829.00	ADDITIONAL GRANT FUNDING
Total Revenue Increase/Decrease			\$ 880,328.00	\$ 166,001.00	\$ (22,900.00)	\$ 1,023,429.00	
COST CENTER (expenses)							
FBO	512-007-FBO	COSTS OF GOODS SOLD - UL94 MOGAS	\$ 46,000.00	\$ -	\$ (20,000.00)	\$ 26,000.00	TRANSITIONED TO 100R
SAA	512-043-SAA	UTILITIES	\$ 70,000.00	\$ 20,000.00		\$ 90,000.00	BUDGET UNDERSTATED
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Total Expenses Increase/Decrease			\$ 116,000.00	\$ 20,000.00	\$ -	\$ 116,000.00	
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$1,364,240.00	\$ 188,901.00	\$ 20,000.00	\$1,533,141.00	

REQUEST #: S26-08

TRANSFER TYPE:

- ☐ ITEM TO ITEM
☒ OPERATING RESERVE
☒ BY RESOLUTION # SAA 26-09

BOARD
APPROVAL:

Executive Director



Airport Executive BRIEF



CONTENTS

Aviation In The News

- FAA: Advances Mobile Departure Clearances
- Florida Air Taxi Testing
- EAA AirVenture
- FL Aerial Highway Network

Airport News And Team Initiatives

- August Spotlight: Luis Pratts
- Airport Updates
- Operations Highlights
- Stormwater Briefing



Air Taxi Testing Coming to Florida

Florida plans to begin testing air taxis, or eVTOL aircraft, in Central Florida by the end of 2026.



Governor Ron DeSantis announced the initiative at SunTrax in Auburndale, where the state is expanding its transportation testing capabilities to include Advanced Air Mobility. The emerging technology could eventually support passenger

transportation, cargo delivery, medical transport and emergency response.

The development is especially noteworthy for Florida's aviation community. As testing, certification and infrastructure development advance, airports will play

an important role in determining how new aircraft and operating models are integrated into the state's transportation network.

For Sebring Regional Airport, developments taking place just north of us underscore the

growing importance of staying connected to emerging aviation technology and infrastructure as Florida prepares for the next generation of flight.

Florida's Proposed "Aerial Highway Network"

Florida's push into Advanced Air Mobility is extending beyond aircraft testing to the infrastructure that could eventually support a statewide eVTOL network.

Florida is proposing to direct approximately \$198 million toward the development of an "Aerial Highway Network" to support electric vertical takeoff and landing (eVTOL) aircraft across the state.

The proposal calls for approximately 32 locations across Florida that could provide

charging, takeoff and landing infrastructure for eVTOL aircraft. Potential sites include airports, military installations and other strategically located properties.

The proposal remains subject to federal approval, but it illustrates the scale at which Florida is beginning to plan for Advanced Air Mobility—not simply as an emerging aircraft technology, but as a potential component of the state's larger transportation network.

For Florida's airports, the initiative is another indication that planning for future aviation will increasingly include new aircraft types, charging infrastructure, vertiports and connections between traditional airports and emerging transportation systems.

FLORIDA LOOKS TO BUILD AN "AERIAL HIGHWAY NETWORK"

A proposed plan would direct approximately \$198 million toward 32 locations across Florida to support electric vertical takeoff and landing aircraft, or eVTOLS.



~\$198 MILLION
PROPOSED
INVESTMENT



32
POTENTIAL SITES
STATEWIDE



CHARGING, TAKEOFF
& LANDING
INFRASTRUCTURE



ADVANCED AIR MOBILITY: PLANNING TODAY
FOR FLORIDA'S FUTURE.

FAA Advances Mobile Departure Clearances



The FAA is moving forward with Mobile Departure Clearance, a new digital service designed for general and business aviation.

The system will allow pilots to request IFR departure clearances through approved

flight applications such as ForeFlight and Garmin rather than relying solely on radio communications. The FAA says the technology is intended to reduce read-back errors, improve communication accuracy and give controllers more time to focus on aircraft movement and safety. Operational testing is underway at select airports, with nationwide deployment scheduled to begin in 2027.

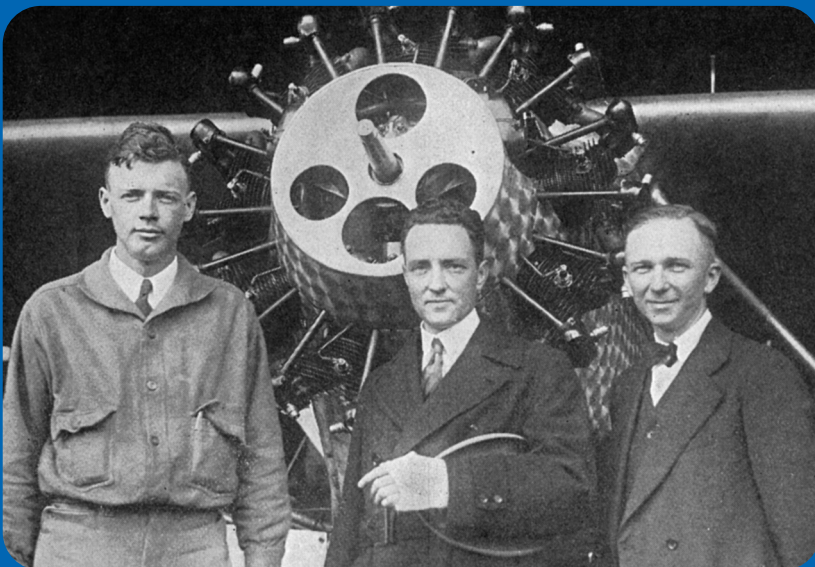
Aviation Milestone: Spirit of St. Louis Centennial Initiative Launches

As part of EAA AirVenture Oshkosh, aviation organizations officially launched the countdown to the 100th anniversary of Charles Lindbergh's historic Spirit of St. Louis transatlantic flight. The centennial, to be celebrated in 2027, commemorates one of aviation's

defining achievements and the pioneering spirit that transformed flight around the world.

While honoring aviation's past, milestones like these also inspire the next generation of pilots, mechanics, engineers, and aviation businesses. As a thriving general aviation airport,

Sebring Regional Airport is proud to be part of an industry built on that legacy—supporting flight training, aircraft maintenance, aviation innovation, and economic development that help ensure aviation continues to thrive for generations to come.



Carter Aircraft Supports General Aviation at Sebring



A busy ramp is a sign of a healthy airport, and this recent aerial photo highlights one of Sebring Regional Airport's valued aviation tenants, Carter Aircraft.

Providing aircraft maintenance, inspections, repair services, and engine support, Carter Aircraft plays an important role in keeping general aviation safely in the air. Businesses like Carter Aircraft contribute to the airport's diverse aviation ecosystem, supporting pilots, aircraft owners, and operators who choose Sebring for its exceptional facilities and services.

We're proud to have Carter Aircraft as part of the Sebring Regional Airport community.

PHOTO COURTESY OF LUIS PRATTS, AIRPORT OPERATIONS SUPERVISOR.

Keeping Sebring Flying: Meet Airport Operations Supervisor Luis Pratt



For Luis Pratt, no two days at Sebring Regional Airport are ever the same.

One moment he's troubleshooting an FBO fuel-system issue; the next he's helping ensure the

airfield remains safe for pilots by managing wildlife hazards.

As Airport Operations Supervisor, Luis oversees Fixed Base Operator (FBO) services and airfield wildlife

management—two critical functions that help keep airport operations running safely and efficiently. His work reflects the behind-the-scenes dedication required to support every

aircraft, pilot, tenant, and visitor who comes through Sebring Regional Airport.

Whether responding to unexpected maintenance issues or preparing the airport for another busy day

of operations, Luis exemplifies the professionalism and commitment that keep Sebring flying.

Environmental Stewardship: July Stormwater Monitoring

Sebring Regional Airport's July 2026 Monthly Flow Monitoring Report recorded 5.34 inches of rainfall and 503 acre-feet of cumulative stormwater discharge through the Airport's four monitored outfalls. The maximum combined hourly flow rate was 29.4 cubic feet per second. Automated telemetry continues to provide hourly monitoring at all four locations, supporting consistent data collection and responsible environmental management. No significant maintenance issues were identified during the reporting period.

MONTHLY STORMWATER FLOW MONITORING REPORT

JULY 2026
REPORT NOW AVAILABLE



5.34
INCHES
RAINFALL



503
ACRE-Feet
STORMWATER
DISCHARGE



4
TELEMETRY
MONITORING
STATIONS



Environmental stewardship
begins with good data.



READ THE FULL REPORT
ON OUR WEBSITE

SEBRING
REGIONAL AIRPORT

Sebring in Action

Every day brings a different view at Sebring Regional Airport. These images, captured by Operations Supervisor Luis Pratts, offer a glimpse of the activity, aircraft and people that keep Sebring moving forward.



SAA/CRA Board Meeting
September 24, 2026

SAA/CRA Board Meeting
October 15, 2026

SAA/CRA Board Meeting
November 19, 2026

SAA/CRA Board Meeting
December 17, 2026



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

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

SITE MAP

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



ACCELERATE YOUR BUSINESS'S POTENTIAL