Sebring Airport Authority
Board Meeting Agenda
July 16, 2026

1:30 p.m. **Hendricks Field Center**
Sebring Airside Center

1. **OPENING ITEMS**
   a) **Call to Order**
   b) **Pledge of Allegiance and Invocation**
   c) **Roll Call**
   d) **Announcements**

Upcoming Meetings & Events

Date	Time	Meeting/Event	Location
08/20/2026	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

2. **CONSENT AGENDA**
   a) Approve June 2026 Minutes and Invoices

3. **ACTION ITEMS**
   a) AtkinsRéalis Professional Services Contract – CA & CEI Services for Airfield Stormwater Project
   b) Webster Turn Drive Reconstruction – Change Order #03
   c) Resolution 26-08 Approving Budget Amendment S26-07

   CONTINGENT ACTION ITEMS

4. **MANAGEMENT REPORT**
   - Andrew Bennett

5. **BOARD OF DIRECTORS' BUSINESS**
   - Guest Speaker: Wesley Earl, Sales Director for World Fuel Services
   - Florida Association of Special Districts (FASD) Ethics Training

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
June 18, 2026

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on June 18,2026, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Stanley Wells	-	Chairman
D. Craig Johnson	-	Vice Chairman
Lenard Carlisle	-	Board Member
Mark Andrews	-	Board Member
Pete McDevitt	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Colleen Plonsky	-	Director of Finance
Jami Olive	-	Airport Services Manager
Heather Leon	-	SAA Accounting
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Rex Thompson	-	Allied Universal
Keira Medina	-	Avcon, Inc. (by Teams)
Eric Menger	-	Hanson Professional Services Inc (by Teams)
Heather Meyer	-	AtkinsRéalis
Sanchia Gopie	-	CareerSource Heartland
David Leidel	-	Sebring City Council Liaison
Sara Beth Murphy	-	Highlands County Economic Development
Craig Sucich	-	RS&H

1. OPENING ITEMS

A. Meeting was called to order at 1:30 p.m. by Chairman D. Craig Johnson.

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

C. Roll Call

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

D. **Announcements**

Chairman D. Craig Johnson read the announcements that were presented, which was, the Executive Offices will be closed on Friday, July 4th for the Fourth of July Holiday. He also stated the next board meeting will be held Thursday, July 16th at 1:30pm.

2. CONSENT AGENDA

Approve the Consent Agenda:

Chairman D. Craig Johnson 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 Mark Andrews. The motion was passed with ayes from Andrews, Carlisle, Johnson, McDevitt, and Wells.

3. ACTION ITEMS

Chairman D. Craig Johnson asked if there was any public comment pertaining to the action items, with no comment asked.

a.) ***Approve and Ratify the execution and delivery of:*** **Federal Aviation Administration (FAA) Infrastructure Investment and Jobs (IIJA) Airport Infrastructure Grant (AIG) – Taxiway Charlie(C) Reconstruction Design – $285,038.80;** ***and all action as taken by Airport Staff with respect thereto***

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

b.) Advanced Drainage Systems, Inc. – Commercial Lease Agreement – 7.83 acres for Outdoor Storage Space

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

c.) Florida Health Sciences, Inc. d/b/a/ Tampa General Hospital – Commercial Lease Agreement – Building 22 (Hangar B)

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

d.) Florida Health Sciences, Inc. d/b/a/ Tampa General Hospital – Commercial Lease Agreement – Building 22 (Apartment)

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

e.) RFP #26-01 Security Guard Services – Universal Protection Services LLC d/b/a/ Allied Universal Security Services Contract
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. The motion was passed with ayes from Andrews, Carlisle, Johnson, McDevitt, and Wells.

f.) Resolution 26-07 Approving Budget Amendment S26-06
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, Johnson, McDevitt, and Wells.

CONTINGENT ACTION ITEMS

No items were presented.

4. MANAGEMENT REPORT

Deputy Director Bennett then presented the Executive Director's report. The staff showed a drone video of the recent completion of the Taxiway Delta project.

Deputy Director Bennett gave an update on a few of the ongoing projects at the airport. Taxiway Charlie(C) grant with the FDOT should be awarded to us in July when their fiscal year commences. The design will begin in the fall.

The Fuel Farm Improvement project is complete. The tanks soak tests are completed and passed. The Jet-A companion tank is working well and the new Swift Fuels 100R tank is operational. We are still waiting for the FAA to release the next round of additional air frames, which will include another 1200 models.

Taxiway Alpha design bid is still in the process of bidding. The bidding for construction on this project is due on July 6th. We have not received the final grant amount from FAA as of yet, pending the bids received. We would hope to start the project in the fall.

In the Director's Report we showcased the Honda first flight of the VOTL, the propellers on the aircraft are manufactured by our tenant DUC Propellers.

DUC Propellers has sent a rendering of their site and building which will be 8,000 square feet.

Deputy Director Bennett also completed a Podcast with John Rousch that is currently on YouTube for anyone who would like to listen.

Regarding the update on the range activity, we have not received confirmation from the 5th Training Wing out of Pensacola, we have received feedback from the new airfield manager to try and utilize F35 squadrons. Since the A10's are being retired, they are trying to entice the F35's to come to the APBR.

Executive Director Mike Willingham wanted to make sure the board saw the Team Spotlight on Colleen Plonsky in the newspaper and the recent article on Doris Gentry Hawthorne.

Chairman D. Craig Johnson spoke regarding the presentation that Deputy Director Andrew Bennett gave to the Highlands County Board of County Commissioner. He and Mr. Bennett were present on Tuesday for the County Commission meeting where the airport gave an update on the airport's current and upcoming projects and operations. It was an outstanding presentation and Mr. Johnson received numerous phone calls to share how impressed they were. Mr. Johnson thinks it is very important to continue to give these updates to the commission to keep the relationship between the organizations.

Board member Mark Andrews stated that Mr. Bennett had given the presentation on Monday night to his Rotary Club, and their club was very impressed with the activities at the airport.

5. BOARD OF DIRECTOR'S BUSINESS

Chairman Johnson introduced Dr. Betsey Boughton, Director of science, Program Director, Agroecology at the Archbold Biological Station. Dr. Boughton gave a presentation on the Archbold Biological Station and cattle ranch. There was a brief discussion with questions and answers from the board members.

Chairman Johnson reminded everyone to complete their FASD Ethics training.

6. CONCERNS OF THE PUBLIC

No items were presented.

7. ADJOURNMENT

Chairman adjourned meeting at 2:22 pm.

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Mike Willingham, Executive Director

July 16, 2026
Approved by Board

June 2026 Paid List

Date	SAA/FBO Paid Invoices	Amount	Description
6/1/2026	Ascent Aviation Group	$41,071.29	FBO: Jet-A Fuel @ APBR
6/1/2026	Ascent Aviation Group	$43,937.27	FBO: 100LL AvGas @ KSEF
6/1/2026	Sage Payment Solutions	$4,473.01	SAA: Paya Exchange Credit Card Fees May 2026
6/2/2026	Cintas	$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
6/2/2026	E.O. Koch Construction Co.	$25,500.00	SAA: Construction of (3) Outfall Flow Monitoring Structures
6/2/2026	RW Summers Railroad Contr.,Inc	$1,356.00	SAA: 1st Quarter Track Inspection @ SAA, Performed 05.16.26
6/2/2026	TechHouse:Intergrated	$455.74	SAA: Prorated Annual NCE Subscription Expiring February 2027 Microsoft Copilot; General IT Support - AI Recommendations
6/5/2026	SWK Technologies, Inc.	$630.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
6/8/2026	Ascent Aviation Group	$35,924.72	FBO: Jet-A Fuel @ KSEF
6/8/2026	Ascent Aviation Group	$36,215.07	FBO: Jet-A Fuel @ APBR
6/9/2026	Air & Electrical Services, Inc	$1,928.13	SAA: Diagnostic Testing of Air Conditioner at SiteOne - Building 916
6/9/2026	Avcon, Inc.	$43,000.00	SAA: April 2026 Taxiway D - Construction Administrative Services - Grant Reimbursed
6/9/2026	Bio-Tech Consulting Inc.	$4,095.00	SAA: Bi-Monthly Waterway Weed Control
6/9/2026	Cintas	$377.80	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen, 3X5 Red Carpet Cleaning
6/9/2026	Cintas	$138.00	SAA/FBO: Monthly Agreement for AED System
6/9/2026	Cole Auto Supply, Inc	$2,406.78	FBO: Oil for Resale
6/9/2026	Copy Life Inc	$255.71	SAA/FBO: May 2026 Monthly Contract and Copies
6/9/2026	Craig D Curtis	$49.00	SAA: Keys Made for Hangar C1 Bldg. 103
6/9/2026	Creative Sign Designs	$5,420.94	SAA: Signage Installation on Haywood Taylor Blvd
6/9/2026	David Maitland	$200.00	SAA: Security Deposit Refund -T-Hangar Rental
6/9/2026	DBT Transportation Services, LLC	$5,978.00	SAA: Replacement of Faulty Sensor on AWOS System
6/9/2026	Hendricks Field Aviation, LLC	$2,000.00	SAA: Security Deposit Refund - Commercial Hangar
6/9/2026	Lumen	$1,227.84	SAA/FBO: June 2026 Fiber Optic Service
6/9/2026	Oleksiy Klymenko	$200.00	SAA: Security Deposit Refund - T-Hangar Rental
6/9/2026	Rapid Systems	$143.95	SAA/FBO: May 2026 Monthly Internet for Control Tower
6/9/2026	Romke P. Sikkema	$200.00	SAA: Security Deposit Refund - T-Hangar Rental
6/9/2026	TechHouse:Intergrated	$334.89	SAA: General IT Support - Sound & Copilot Issues
6/9/2026	Universal Protection Service, LLC	$14,996.70	SAA: May 2026 Security Services
6/9/2026	Vogel Seed & Fertilizer, LLC	$50,000.00	SAA: Security Deposit Refund - Bldgs. 916-918 (TurfCare Originally)
6/11/2026	Connar Sparks Services, LLC	$2,600.00	SAA: Fuel Farm Tank Guard/Fence - Material Deposit
6/11/2026	Dustin Dennis	$425.00	SAA/FBO: Detailing of Airport Vehicles
6/17/2026	Air & Electrical Services, Inc	$37,511.37	SAA: Service Call Bldg. 918 Electrical Repair/Install Breaker Panel; Building 917 - Installed Updated Conduit/Wiring for 52 LED Lights and Exhaust Fans; Building 916 - SiteOne Electrical Diagnosis/Updates for Exhaust Fans - Repairs/Installation of New Exhaust Fan Motor, Pulley
6/17/2026	Big Messages LLC	$177.89	SAA/FBO: After Hours Telephone Answering Service - July 2026
6/17/2026	Bugs Bee-Ware Ext., Inc.	$1,549.00	SAA: Insecticide and Weed Control Application; Quarterly Extermination on 06.11.26
6/17/2026	Cintas	$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
6/17/2026	Cintas Corporation No. 2 dba	$116.14	FBO: First Aid Cabinet Replenishment
6/17/2026	CliftonLarsonAllen	$539.58	SAA: Monthly Lease & SBITA Software Fee
6/17/2026	Creative Sign Designs	$10,594.30	SAA: Signage Installation Haywood Taylor Blvd - Phase 2
6/17/2026	DBT Transportation Services, LLC	$6,396.00	SAA: Annual Service Agreement for AWOS Triannual Maintenance
6/17/2026	Diversified Fabrication & Accessories, LLC	$2,737.94	SAA: Purchased Steel Grating for Loading Dock Drains at Building 917 - SiteOne; Fabrication of (4) Cover Plates (Catwalk) for Fuel Tank Inspections (Price Includes Materials and Labor)
6/17/2026	Heartland Spring Water, Inc.	$355.00	SAA/FBO: Delivery of Cases of Bottled Spring Water
6/17/2026	John Werner	$95.00	SAA: Security Deposit Refund - T-Hangar Rental
6/17/2026	Leaf Capital Funding, LLC	$629.53	SAA/FBO: Lease of Copy Machines / Printers
6/17/2026	Michael Byrd	$1,734.75	SAA: Vinyl Floor Steam Cleaning at Runway Cafe, Lobby, and Public Restrooms
6/17/2026	Mosaix Software Inc.	$1,315.00	FBO: AvMan Series Software July 2026
6/17/2026	Paul C Valladares Jr	$270.00	SAA/FBO: June 2026 Plant Services

June 2026 Paid List

Date	SAA/FBO Paid Invoices	Amount	Description
6/17/2026	Pitney Bowes Global Financial	$192.75	SAA: Quarterly Lease of Postage Machine
6/17/2026	Security 101 Holdings, LLC dba Security 101	$580.00	SAA: Annual Subscription for ProSoftware Support Agreement - Gate Controllers Software
6/17/2026	Taylor Rental	$78.99	SAA: Repair to Stihl Blower - Includes Part and Labor
6/17/2026	TechHouse:Intergrated	$144.71	SAA: General IT Support - Remove Employee Access
6/17/2026	The News Sun	$224.60	SAA: Ad/Publications - Invitation to Bid #26-05 Webster Turn Landscaping/Beautification Published on 05.29.26
6/17/2026	Yarbrough Tire & Service, Inc.	$1,992.85	SAA: 2018 Tahoe - Purchased Tires, Performed Alignment, Starter Replacement, Oil and Filter Services
6/19/2026	Dickerson Infrastructure, Inc.	$465,621.83	SAA: March 2026 Webster Turn Drive Reconstruction - FJG Commerce Grant Reimbursed
6/19/2026	E.O. Koch Construction Co.	$308,237.00	SAA: April 2026 SEF Taxiway D Design & Construction - Grant Reimbursed
6/22/2026	Verizon Wireless	$1,239.71	SAA/FBO: Monthly Mobile Service May 2026
6/24/2026	Air & Electrical Services, Inc	$899.56	SAA: Runway Café & Terminal Building Ice Machine Maintenance - Cleaned and Replaced Filters
6/24/2026	Atkins North America, Inc.	$39,696.00	SAA: Fuel Farm Construction Engineering and Inspection Services - March & April 2026 - Grant Reimbursed
6/24/2026	Atkins North America, Inc.	$2,760.00	SAA: April 2026 Webster Turn Drive CEI Services - SAA Contribution (RIF Grant Ended/Fully Expended)
6/24/2026	Atkins North America, Inc.	$91,163.96	SAA: April 2026 General On-Call Consulting Services
6/24/2026	Bates Security	$284.52	SAA: Six Months Fire/Alarm Monitoring 07.01.2026-12.31.2026
6/24/2026	Brannock Berman & Seider	$994.00	SAA: May 2026 Legal Services - SLID
6/24/2026	Cintas	$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
6/24/2026	Connar Sparks Services, LLC	$2,800.00	SAA: Fuel Farm Tank Guard/Fence - Balance Due; Repair, Re-Welded Broken Hangar Door Bracket (T-Hangar #22-102)
6/24/2026	Delaney Fence Co Inc	$345.00	SAA: Service Call - Emergency Gate Repair - Gate 13
6/24/2026	Department of Management Svcs.	$338.35	SAA/FBO: May 2026 Audio/Long Distance
6/24/2026	Florida Waste Solutions LLC	$1,202.16	SAA/FBO: Monthly Waste Collection Service
6/24/2026	Messer Caparello, P.A.	$626.66	SAA: Legal Services - SLID (Mediation Services)
6/24/2026	RS&H, Inc	$3,447.50	SAA: Professional Services - SEF General Services - Stormwater Drainage Planning & Fire Safety Inspections
6/24/2026	Summit Fire & Security, LLC	$515.70	SAA: Semi-Annual Fire Suppression/Extinguisher Inspection at Runway Cafe
6/24/2026	TechHouse:Intergrated	$2,464.12	SAA/FBO: Monthly Recurring Software Fees
6/24/2026	The News Sun	$378.60	SAA: Ad/Publications - Invitation to Bid #26-06 Taxiway A Rehab Published 06.05.2026
	Total Paid:	**$1,316,540.55**	

June 2026 P-Cards

Purchase Date	Vendor Name	Amount	Description
6/3/2026	MARATHON 242701	$99.00	FBO: Fuel in Courtesy Vehicle and Utility Carts
6/4/2026	WAWA 5373	$95.50	SAA: Fuel in Operations Vehicle
6/4/2026	W & W LMB LAKE PLACID	$14.76	SAA: Electrical Repair for Building 735: Electrical Box, Switch, Plate Cover
6/5/2026	Griffins Cleaners	$50.80	SAA: Dry Cleaning of Uniform Dress Shirts
6/5/2026	STARLINK INTERNET	$530.00	SAA/FBO: Monthly Back-Up Satellite Internet Service
6/5/2026	Google YouTube TV	$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area
6/5/2026	SP SIGNATURE STREET	$334.01	SAA: Street Sign Post for Replacement on Haywood Taylor
6/5/2026	AMAZON MKTPL O06P97SL3	$47.48	SAA: Purchased Green Privacy Screening Fabric (For Fence Enclosing Dumpster)
6/6/2026	AMAZON MKTPL RB4RP6XZ3	$133.16	SAA: Purchased Green Privacy Screening Fabric (For Fence Enclosing Dumpster)Wireless Trackball Mouse, Large Mouse Pad, Binding Covers and Combs for Safety Plan Manual
6/8/2026	WAWA 5373	$66.02	SAA: Fuel in Operations Vehicle
6/8/2026	THE HOME DEPOT #6340	$47.92	SAA: Floor Cleaner for Runway Café
6/8/2026	LOOPNET	$198.00	SAA: Online Realty Listing Service Company
6/8/2026	AMAZON MKTPL 5V4Y09TH3	$89.99	SAA: Portable Monitor for Laptop Use
6/9/2026	AMAZON MKTPL 360S40223	$225.98	FBO: Purchase of (2) 175 Count Electrolyte Powder Packets for Linemen
6/9/2026	FK LAKELAND EMV	$21.14	SAA: Travel Expense: Out-of-Town Meal
6/9/2026	Highlands County	$55.89	SAA: Recording Interlocal Agreements for SAA/CRA
6/9/2026	SP SIGNATURE STREET	$192.31	SAA: Shipping Charge for Street Sign Post
6/9/2026	THE HOME DEPOT #6340	$79.96	SAA: Materials for Fuel Farm Catwalk
6/9/2026	ADOBE ADOBE	$269.84	SAA: Monthly Software Subscriptions
6/10/2026	CIRCLE K 07515	$78.52	FBO: Fuel in Courtesy Vehicle
6/10/2026	Charles Tyrwhitt, Inc.	$192.43	SAA: Purchase of Uniform Polo Shirts for Mangement Staff
6/10/2026	Amazon.com Y57NE6Z43	$83.99	SAA: Board Member Binders
6/11/2026	WAL-MART #0666	$133.41	FBO: Coffee Station Replenishment: Gatorade; Water Bottles for Line Tech, Scouring Pads
6/11/2026	AMAZON MKTPL C11VS6DX3	$523.27	SAA/FBO: Coffee Station Replenishment: Coffee, Creamer, Coffee Lids, Mints, Kleenex Facial Tissues, Multifold Paper Towels, Toilet Paper, Board Member Binder, Binder Dividers, Cardstock Paper, 1.5" 3 Ring Binders, Desk Name Plate Holders, Name Plate for New City of Sebring Liaison (For Board Meeting Use)
6/11/2026	CIRCLE K 07515	$102.00	SAA/FBO: Fuel in Maintenance Truck
6/11/2026	ALLEN ENTERPRISES INC	$440.00	SAA: Airfield Lighting Components
6/12/2026	WAWA 5373	$63.34	SAA: Fuel in Operations Vehicle
6/12/2026	NAPA AUTO PARTS SEBRING	$131.02	SAA: Utility Cart Battery
6/12/2026	W & W LMB LAKE PLACID	$9.78	SAA: Spackle (Hole-Patch) for SAA Walls
6/12/2026	LinkedIn Pre P3032908181	$925.38	SAA: Annual Subscription for Social Media Account - Linkedin
6/12/2026	FLORIDA STATE UNIV	$79.00	SAA: FASD Ethics Training for New Board Member
6/12/2026	TRTAX & ACCTG-PROFE	$326.00	SAA: Monthly Subscription Fixed Asset Software
6/16/2026	WWW.SPLASHTOP.COM	$99.00	FBO: Subscription for Remote Access for FBO Computers
6/17/2026	AMAZON MKTPL 8Y9LK30H3	$59.99	FBO: Purchase of Two Utility Cart Fans
6/17/2026	OPENAI CHATGPT SUBSCR	$200.00	SAA: Professional Monthly AI Software Subscription
6/18/2026	Amazon.com I542Q1YS3	$56.97	FBO: Copy Paper
6/19/2026	WAWA 5370	$88.28	FBO: Fuel in Courtesy Vehicle
6/19/2026	WAWA 5373	$57.39	SAA: Fuel in Operations Vehicle
6/19/2026	AMAZON MKTPL 151KL1463	$35.96	SAA: (3) Replacement Name Plates for Board Room
6/19/2026	WAWA 5370	$83.00	SAA/FBO: Fuel in Maintenance Truck
6/19/2026	ENGINEERED SPECIALTY PRO	$132.75	FBO: Pressure Gauge for Nozzle Pressure (APBR Audit)
6/21/2026	AMAZON MKTPL 3D6JY9843	$109.33	SAA: Employee Uniform Polo Shirts
6/22/2026	AMAZON MKTPL LM41210Y3	$18.41	SAA: Employee Uniform Polo Shirt
6/22/2026	ALLEN ENTERPRISES INC	$865.66	SAA: Airfield Lighting Components
6/23/2026	ENGINEERED SPECIALTY PRO	$30.06	FBO: Shipping/Freight for Pressure Gauge Delivery

June 2026 P-Cards

Purchase Date	Vendor Name	Amount	Description
6/23/2026	AMAZON MKTPL BW50E4VK3	$492.64	SAA/FBO: Gate Controller Parts: (4) Vehicle Loop Detectors, (2) Combination Locks, Trash Can Liners
6/24/2026	WAWA 5370	$31.78	FBO: Fuel in Courtesy Vehicle
6/24/2026	WAWA 5370	$48.62	FBO: Fuel in Courtesy Vehicle
6/24/2026	WAWA 5373	$59.07	SAA: Fuel in Operations Vehicle
6/24/2026	VBS VONAGE BUSINESS	$449.52	SAA/FBO: Monthly Phone Services
6/24/2026	AMAZON MKTPL DN6DJ7XD3	$123.43	SAA/FBO: Power Supply for Monitor, Monitor Stand for Front Desk, Webcam, Employee Uniform Polo Shirt
6/25/2026	CIRCLE K 07515	$69.82	FBO: Fuel in Courtesy Vehicle
6/25/2026	WAL-MART #0666	$199.83	SAA/FBO: Uniform Shorts for Line Techs; Duster, Battery Backup for Board Room Computer
6/25/2026	AMAZON MKTPL Z955V7DJ3	$14.40	SAA: Employee Uniform Polo Shirt
6/25/2026	VZWRLSS S P1667-01	$104.40	SAA: Verizon Wireless Pay Off Cellular Device
6/25/2026	ALLEN ENTERPRISES INC	$503.64	SAA: Airfield Lighting Components
6/25/2026	Amazon.com L09VE6JK3	$99.00	SAA: Apple Pencil Pro for iPad
6/26/2026	THE HOME DEPOT #6340	$16.23	FBO: Galvanized Pipe for 100R Tank Repair
6/26/2026	AMAZON MKTPL 960KH9NQ3	$59.99	SAA: Blue-Print Storage Rack
6/27/2026	WAL-MART #0666	$86.94	FBO: Uniform Pants for Line Tech
6/28/2026	WAWA 5373	$69.14	SAA: Fuel in Operations Vehicle
6/29/2026	Mailchimp	$26.50	SAA: Email Marketing Tool
6/30/2026	AMAZON MKTPL 2L7DL1IN3	$71.98	FBO: Uniform Pants for CSR
6/30/2026	WM SUPERCENTER #666	$139.90	FBO: Uniform Pants/Shorts for Line Techs
6/30/2026	THE HOME DEPOT #6340	$44.17	FBO: Fuel Farm Outlet Repair
6/30/2026	ALLEN ENTERPRISES INC	$264.62	SAA: Airfield Lighting
7/1/2026	Amazon.com 5S8UO3LR3	$25.99	FBO: Batteries for Resale
7/1/2026	WAWA 5370	$83.57	FBO: Fuel in Operations Vehicle
7/1/2026	CIRCLE K 07515	$75.00	SAA/FBO: Fuel in Maintenance Truck
7/1/2026	AMAZON MKTPL FP5TZ6F43	$9.77	FBO: Multimeter for APBR Audits
7/1/2026	WWW.EBRIDGE.COM	$175.00	SAA: Monthly Fee for Record Retention
7/2/2026	AMAZON MKTPL R664X4P03	$261.92	FBO: Coffee Station Replenishment: Coffee, Gatorade, Mints
	Total:	**$11,405.43**	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 7/7/2026
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ATKINS Atkins North America, Inc.									
2067871 OC	5/31/2026	7/29/2026	$83,972.31	$0.00	$83,972.31	$0.00	$0.00	$0.00	SAA: May 2026 General On-Call Consulting
	Vendor ATKINS Totals:		$83,972.31	$0.00	$83,972.31	$0.00	$0.00	$0.00	
AVCON Avcon, Inc.									
133852 MAY TW D	5/31/2026	6/30/2026	$69,660.00	$0.00	$69,660.00	$0.00	$0.00	$0.00	SAA: May 2026 Taxiway D Construction Administrative Services - Grant Reimbursed
	Vendor AVCON Totals:		$69,660.00	$0.00	$69,660.00	$0.00	$0.00	$0.00	
DIANARI Diana Ries Designs, Inc.									
14933 JUNE	6/30/2026	7/30/2026	$1,778.06	$1,778.06	$0.00	$0.00	$0.00	$0.00	SAA: June 2026 Website Updates, Social Media Advertising & Updates, Marketing Programs
	Vendor DIANARI Totals:		$1,778.06	$1,778.06	$0.00	$0.00	$0.00	$0.00	
JACKS Jack's Lawn Service									
2722 JULY	7/1/2026	7/31/2026	$8,325.00	$8,325.00	$0.00	$0.00	$0.00	$0.00	SAA: July Lawn & Landscape Care
2723 JULY	7/1/2026	7/31/2026	$425.00	$425.00	$0.00	$0.00	$0.00	$0.00	SAA: July Lawn Care Building 735
2724 JULY	7/1/2026	7/31/2026	$150.00	$150.00	$0.00	$0.00	$0.00	$0.00	SAA: July Lawn Care Diversified CPC
	Vendor JACKS Totals:		$8,900.00	$8,900.00	$0.00	$0.00	$0.00	$0.00	
SWAINE Swaine, Harris & Wohl, P.A.									
169767 OC	6/30/2026	7/30/2026	$5,513.24	$5,513.24	$0.00	$0.00	$0.00	$0.00	SAA: June 2026 Legal Services - General On-Call Services
169768 SLID	6/30/2026	7/30/2026	$60.00	$60.00	$0.00	$0.00	$0.00	$0.00	SAA: June 2026 Legal Services - SLID
	Vendor SWAINE Totals:		$5,573.24	$5,573.24	$0.00	$0.00	$0.00	$0.00	
SWK SWK Technologies, Inc.									
IN00050753	7/1/2026	7/1/2026	$630.00	$630.00	$0.00	$0.00	$0.00	$0.00	SAA: Monthly Fee for Sage100 Secure Cloud Services
	Vendor SWK Totals:		$630.00	$630.00	$0.00	$0.00	$0.00	$0.00	
	Report Totals:		$170,513.61	$16,881.30	$153,632.31	$0.00	$0.00	$0.00	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 7/7/2026
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									
1211355	6/23/2026	7/13/2026	$38,647.63	$38,647.63	$0.00	$0.00	$0.00	$0.00	FBO: 100LL AvGas @ KSEF
M341939	7/1/2026	7/11/2026	$46.00	$46.00	$0.00	$0.00	$0.00	$0.00	FBO: Credit Card Equipment Warranty & Communication Fee
		Vendor ASCENT Totals:	$38,693.63	$38,693.63	$0.00	$0.00	$0.00	$0.00	
		Report Totals:	$38,693.63	$38,693.63	$0.00	$0.00	$0.00	$0.00	

Sebring Airport Authority
Agenda Item Summary

Meeting Date: July 16, 2026

Presenter: Andrew Bennett

Agenda Item: AtkinsRéalis Professional Services Contract – Contract Administration & Construction, Engineering, and Inspection Services – Airfield Stormwater Improvements Project

Background: The Sebring Airport Authority has been awarded $3,044,630 in Community Development Block Grant–Disaster Recovery funding through Florida Department of Commerce Agreement No. MS013 for the Airfield Stormwater Improvements Project. The project will rehabilitate critical airfield drainage infrastructure to reduce flooding, protect runways and taxiways, and maintain safe airport operations during and following severe storm events. On May 15th, the Board approved the Selection Committee's ranking for AtkinsRéalis USA Inc. under RFQ No. 26-02. The Board also approved and ratified the Authority's agreement with the Florida Department of Commerce, establishing the project's funding and compliance requirements.

Deliverable No. 1 – Contract Administration: AtkinsRéalis will provide grant and project administration, required reporting and compliance documentation, monitoring support, recordkeeping, and grant closeout assistance - $44,960.00

Deliverable No. 2 – Construction, Engineering and Inspection Services: AtkinsRéalis will provide construction-phase engineering and inspection, permit and project-document support, onsite inspections, resolution of design issues, labor-compliance review, and construction closeout documentation - $352,130.00

Combined amount for AtkinsRéalis responsibilities: **$397,090**

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 CONSTRUCTION PHASE SERVICES FOR THE STORMWATER DRAINAGE IMPROVEMENTS PROJECT AT THE SEBRING REGIONAL AIRPORT (ATKINSREALIS) DATED July 16, 2026

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

PREMISE. AUTHORITY is undertaking its Airfield Stormwater Improvements Project to improve drainage deficiencies with the Sebring Regional Airport airfield and reduce flooding, protect runways and taxiways, and maintain safe aviation operations during and after severe storm events. AUTHORITY has entered into a contract with ________________________ to perform that construction.

The AUTHORITY solicited via RFQ #26-02 for Professional Construction Phase Contract Administration and Construction, Engineering, and Inspection services pursuant to ITB #26-02 for assistance with the Airfield Stormwater Improvements Project and AUTHORITY would like CONSULTANT to provide professional services and technical support during construction including providing resident project representative (RPR) services, attendance at meetings, review of submittals, responses to requests for information, and the preparation of record drawings.

The services are more particularly described in Article 1, below, 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

This project is contingent on funding through the State of Florida, Department of Commerce, Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, a/k/a Commerce Agreement No.: MS013 (hereinafter "Grant"). The terms of the Grant are incorporated herein and CONSULTANT agrees to comply with all provisions of the Grant applicable to CONSULTANT's work. Paragraph 5 of the Grant contains Deliverables No. 1 and No. 2, described therein as Contract Administration and Construction, Engineering and Inspection Services. CONSULTANT agrees to perform the services described in those two Deliverables and agrees to invoice in the format requested by State of Florida, Department of Commerce and shall provide all documentation that the State of Florida, Department of Commerce requests. AUTHORITY's obligation to pay CONSULTANT for the work described in this agreement is specifically contingent upon AUTHORITY receiving funding from the Grant.

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 and in the aggregate. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of $1,000,000 per occurrence to protect the CONSULTANT from claims of 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, sec, 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:	CONSULTANT:
Executive Director	Thomas Roda, PE
Sebring Airport Authority	AtkinsRealis USA, INC.
128 Authority Lane	4030 W. Boy Scout Blvd #700
Sebring, FL 33870	Tampa, FL 33607

ARTICLE 36 – LAWS AND REGULATIONS

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

ARTICLE 37 –CHANGE ORDERS

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

ARTICLE 38 – ASSIGNMENT

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

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

To the extent applicable to CONSULTANT:

I. 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. Additionally, the provisions of Appendix II TO Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards apply to this agreement. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(1) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

V. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VI. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

i. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and

Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..

b. <u>Section 3 Benchmarks and Reporting</u>
   i. <u>Benchmarks</u>. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:
      1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
      2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
   ii. <u>Reporting.</u> If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
   iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Florida which may be amended from time to time for HUD reporting purposes.

<u>ARTICLE 40 – PUBLIC RECORDS</u>

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.**

<u>ARTICLE 41 – LEGAL PROVISIONS</u>

Consultant shall comply with the Legal Provisions attached hereto as Exhibit B.

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

WITNESSES:

Printed Name: Andrew Bennett

Printed Name: Heather Jilleon

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

By:

□ D. Craig Johnson, as its Chair or
☑ Carl Cool, as its Vice Chair

Attest:

□ Jason Dunkel, as its Secretary or
☑ Mark Andrews, as its Asst. Secretary

SEBRING AIRPORT AUTHORITY SEAL

(Corporate Seal)

WITNESSES:

Printed Name: Heather Meyer

Printed Name: HAMISH FLETCHER

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

By:

Darin R. Larson, as its
Vice President

Exhibit “A”

A. **Deliverable No. 1 – Contract Administration**

Tasks that are eligible for reimbursement are as follows:

1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
2) Developed, adopted, and submitted required policies listed in this agreement.
3) Prepared procurement documents.
4) Prepared list of minority and women business enterprise (MBE/WBE) firms.
5) Prepared and submitted public notices for publications.
6) Maintained financial records related to project activities.
7) Conducted a Fair Housing activity.
8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
9) Maintained project files.
10) Attended meetings and provided progress reports on project activities.
11) Prepared documentation for and/or participated in monitoring and/or site visits conducted by Commerce.
12) Prepared and submitted financial activity to Commerce.
13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
14) Prepared and submitted Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
15) Responded to citizens’ complaints.
16) Prepared and submitted agreement modification document for Commerce review and approval.
17) Prepared and submitted responses to monitoring findings and concerns to Commerce or HUD.
18) Project Closeout, Engineer’s Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. **Deliverable No. 2 – Construction, Engineering and Inspection Services**

1) Repackage design plans and bid documentation for publication.
2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
3) Conduct onsite inspections and resolve design concerns during project.
4) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland “Anti-Kickback” Act, Section 3.

Exhibit “B”

LEGAL PROVISIONS

The contract between SAA and the Consultant selected to perform the services sought herein shall contain the following Legal Provisions:
The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

MISCELLANEOUS

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

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

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

LEGAL PROVISIONS AND CERTIFICATIONS

As used herein, Authority Having Jurisdiction (“AHJ”) shall mean Florida Commerce, U.S. Department of Housing and Urban Development or HUD, the Federal Aviation Authority, Federal Department of Transportation, Florida Department of Transportation or other applicable governmental authority.

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

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

E-Verify.

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

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

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

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

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

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

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

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

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

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

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

The Sebring Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000 d to 2000d-4) 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

(2) 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

(3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

(5) The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

(6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

(7) The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(8) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

(9) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

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

1.1 Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

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

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

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

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

1.6 Incorporation of Provisions. The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in

paragraph 1 of this clause.

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

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

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

ACCESS TO RECORDS AND REPORTS

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

PUBLIC RECORDS. The Contractor 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. The Contractor 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. The Contractor 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 THE CONTRACTOR 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.

DISADVANTAGED BUSINESS ENTERPRISES

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

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Owner contracts.

Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

(1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

(2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.

(3) Efforts to negotiate with DBE's for specific items of work including:

(a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;

(b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;

(c) Individual statements as to why agreements with DBE's were not reached; and

(d) Information on each DBE contacted but rejected and the reasons for the rejection.

(4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

(5) Documentation that qualified DBE's are not available or not interested.

(6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.

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

Rights To Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

ASSURANCE OF COMPLIANCE

The Contractor hereby agrees that it will comply with:

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

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

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

SPONSOR CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

All plans and specifications will be developed in accordance with all current applicable Federal, state, and local standards and requirements, and no deviation from applicable requirements will be allowed without prior approval of the Owner and AHJ, as applicable.

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

All development to be included in any plans will be coordinated with the Owner and applicable airport operational requirements.
All costs associated with work that is ineligible or non-participating under applicable CDBG-DR / HUD requirements will be identified and separated, and will not be included in reimbursement requests.

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

If a value engineering clause is incorporated into any contract, concurrence will be obtained from the Owner and AHJ, as applicable.

All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
For all construction activities within or near aircraft operational areas, the applicable requirements for operational safety on airports during construction will be incorporated into the specifications. A safety/phasing plan will be prepared; and required coordination and approvals will be obtained from the Owner and applicable airport authorities.

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

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

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

SPONSOR CERTIFICATION FOR CONSTRUCTION PROJECT FINAL ACCEPTANCE

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

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

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

All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for applicable Federal labor and civil rights requirements.

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

All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to the Owner and AHJ, as applicable.

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

All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to the Owner and AHJ, as applicable.

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

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

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

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

All applicable closeout financial reports will be submitted to Florida Commerce/HUD, as applicable, within required timeframes.

SEISMIC DESIGN AND CONSTRUCTION

Compliance with applicable seismic design and construction requirements will be met by adhering to at least one of the following accepted standards:

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

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

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

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

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

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

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

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

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

The provisions of these Additional Special Provisions shall control over any contrary provision in the Special Provisions or any other Contract Document.
Contractor waives any right of subrogation against Owner or Owner's agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages up to $2,000,000 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Construction), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or reckless or intentional wrongdoing of Contractor or Contractor's officers, directors, partners, employees, or subcontractors. The parties agree that this limit on indemnification amount bears a reasonable commercial relationship to the contract. In any action construing the scope or nature of this indemnification, the court shall construe this provision to comply with Section 725.06, Florida Statutes, as amended.

Standard of Care. CONSULTANT shall perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality. CONSULTANT makes no warranty or guarantee, express or implied, and no provision of this Contract shall impose a higher standard of care."

Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

E-Verify. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

Punch List.

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

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

Payment for Purchases of Construction Services.

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

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

INSURANCE

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

All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to SAA prior to the commencement of work. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classifications required for strict compliance hereunder. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations hereunder.

The Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $2,000,000 per occurrence and in the aggregate. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

The Consultant shall maintain comprehensive automobile liability insurance in the amounts of $500,000 combined single limit for bodily injury and property damage to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

The Consultant shall maintain adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for SAA. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Consultant shall specifically include SAA as an "Additional Insured".

APPENDIX II – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 CFR PART 200, APPENDIX II)

(a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(b) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(c) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(d) Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

(e) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(f) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(g) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(h) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(j) See § 200.323.

(k) See § 200.216.

(l) See § 200.322.

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

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

§ 200.322 Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115–232, section 889 for additional information. (d) See also § 200.471.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1).

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Section 3. All Section 3 covered contracts and subcontracts must include the following clause: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section

3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). Section 3 Benchmarks and Reporting: Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals: twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State which may be amended from time to time for HUD reporting purposes.

<u>Prohibition of Covered Unmanned Aircraft Systems (UAS).</u>

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

GRANT ASSURANCES

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

SIGNAGE

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

July 16, 2026	[signature]
Date	Signature
AtkinsRealis	Vice President
Company Name	Title

Sebring Airport Authority
Agenda Item Summary

Meeting Date: July 16, 2026

Presenter: Andrew Bennett

Agenda Item: Webster Turn Drive Reconstruction – Change Order #03

Summary: Change Order No. 03 provides a contract credit to reconcile the final contract amount with the asphalt work accepted in the field. Rolling-straightedge testing identified five localized pavement areas along the reconstructed roadway for payment adjustment, totaling 4.97 tons and rounded to five tons. After verifying that pavement cross slopes met project requirements, the project engineer approved resolving the item through a contract credit.

The adjustment reduces Pay Item 13, Superpave Asphaltic Concrete, Traffic C, PG 76-22, by five tons at the contract unit price of $175.00 per ton, resulting in an $875.00 credit to the Sebring Airport Authority and a revised contract amount of $2,554,819.50. The change reconciles the contract amount with the work accepted in the field and adds no new work to the project.

Requested Motion: Move to approve and authorize Executive Director or Deputy Director to execute Change Order #3 accordingly.

Board Action:

Approved __X____
Denied _______
Tabled _______

SEBRING
MULTIMODAL LOGISTICS CENTER

SEBRING AIRPORT AUTHORITY
128 Authority Lane
Sebring, Florida 33870

CHANGE ORDER

CHANGE ORDER # 03	**AMOUNT $** ($ 875.00)	**Extension of Time (Subst.):**	0	**Days**
		Extension of Time (Final):	0	**Days**

PROJECT: Webster Turn Dr. Reconstruction — DATE: 07/09/2026

CONTRACTOR: Dickerson Infrastructure, Inc.

A/E: CivilSurv

DESCRIPTION OF CHANGE TO CONTRACT: Deductive change order in order to reconcile with work performed in the field.

REASON FOR CHANGE: Minor deficiencies in the field were identified and quantified. A credit was requested from the contractor for these items.

SOURCE OF FUNDS: FL Job Growth G0141

Is above change within the intended scope of the original contract? Yes ☒ No ☐

Avoiding utility conflict is a necessary part of the drainage installation in this contract.

(a)	Original Contract Amount	$ $ 2,292,389.00	$ 2,292,389.00
(b)	Previous Approved CO or Amendment	$ $ 263,305.50	$ 2,555,694.50
(c)	Change Contract Amount By	($ 875.00)	$ $ 2,554,819.50
(d)	New Contract Amount (d = a + b + c)	$ 2,554,819.50	$ $ 2,554,819.50

Dickerson Infrastructure, Inc.	Sebring Airport Authority Andrew Bennett, Deputy Director
Name: Michael B Bryant Date: Digitally signed by Michael B Bryant Date: 2026.07.14 10:55:13 -04'00'	Name: [signature] Date: 7/24/2026

Sebring Airport Authority's acceptance and/or approval of this Change Order (or any other change order) in no way waives and/or modifies the parties' obligations and/or remedies available under to the subject contract. Moreover, the acceptance and/or approval of the instant Change Order is not to be construed as 'course of conduct' constituting a waiver or modification of any contractual terms or provisions. As such, notwithstanding the instant Change Order, the Contractor shall not be entitled to additional compensation for any extra expense relating to an existing facility or feature. The Contractor shall not make any claim against Owner, the Engineer, and their representatives relating to the existence or lack thereof, location, condition and/or characteristics of any existing facilities or features.

CONTRACTOR'S REQUEST FOR PAYMENT

DICKERSON INFRASTRUCTURE, INC. — Owner: Sebring Airport Authority dba DICKERSON FLORIDA INC

P.O. BOX 910

Ft. Pierce, FL 34954-0910 — Webster Turn

	PAY ITEM	ITEM	QUANTITY	UNI	CONTRACT UNIT PRICE	TOTAL AMOUNT
1	101-1-0	Mobilization/Demobilization	1.00	LS	225000.00	$ 225,000.00
2	102-1-0	Maintenance of Traffic	1.00	LS	100000.00	$ 100,000.00
3	104-0-0	Sediment & Erosion Control	1.00	LS	80000.00	$ 80,000.00
4	110-1-1	Clearing & Grubbing	1.00	LS	100000.00	$ 100,000.00
5	120-1-0	Earthwork	1.00	LS	50000.00	$ 50,000.00
6	120-4-0	Subsoil Excavation	2056.00	CY	20.00	$ 41,120.00
7	145-2-0	Geosynthetic Reinforced Foundations over Soft Soils	2467.00	SY	7.00	$ 17,269.00
8	160-4-0	Type B Stabilization (12 inch)	12699.00	SY	14.00	$ 177,786.00
9	285-704-0	Optional Base, Base Group 09 (10 inch RCA)	2220.00	SY	40.00	$ 88,800.00
10	285-704-A	Optional Base, Base Group 09 (10 inch RCA)	11096.00	SY	19.00	$ 210,824.00
11	327-70-1	Milling Existing Asphalt Pavement, 1 inch Avg Depth	380.00	SY	7.00	$ 2,660.00
12	327-70-2	Milling Existing Asphalt Pavement, 3-1/2 inch Avg Depth	1139.00	SY	7.00	$ 7,973.00
13	334-1-53	Superpave Asphaltic Conc, Traffic C, PG76-22	2034.00	TN	175.00	$ 355,950.00
14	425-1-529	Inlets, Ditch Bottom, Type C, Modify	1.00	EA	6500.00	$ 6,500.00
15	425-1-541	Inlets, Ditch Bottom, Type D, <10'	1.00	EA	10000.00	$ 10,000.00
16	425-1-551	Inlets, Ditch Bottom, Type E, <10' Double Slot	1.00	EA	9000.00	$ 9,000.00
17	425-1-561	Inlets, Ditch Bottom, Type F, <10'	8.00	EA	9000.00	$ 72,000.00
18	425-1-563	Inlets, Ditch Bottom, Type F, <10' with J Bot	2.00	EA	16000.00	$ 32,000.00
19	425-1-711	Inlets, Gutter, Type V, <10'	1.00	EA	10000.00	$ 10,000.00
20	425-2-41	Manhole, P-7, <10'	2.00	EA	14000.00	$ 28,000.00
21	430-94-1	Desilt Pipe, 18 inch	153.00	LF	19.00	$ 2,907.00
22	430-94-2	Desilt Pipe, 30 inch	102.00	LF	24.00	$ 2,448.00
23	430-94-3	Desilt Pipe, 42 inch	300.00	LF	50.00	$ 15,000.00
24	430-96-0	Drainage Pipe Repair - Concrete Collar at Joint	2.00	EA	1700.00	$ 3,400.00
25	430-174-115	Pipe Culvert Optional Material, Round, 15 inch SD	35.00	LF	200.00	$ 7,000.00
26	430-174-118	Pipe Culvert Optional Material, Round, 18 inch SD	613.00	LF	215.00	$ 131,795.00
27	430-174-124	Pipe Culvert Optional Material, Round, 24 inch SD	490.00	LF	230.00	$ 112,700.00
28	430-174-130	Pipe Culvert Optional Material, Round, 30 inch SD	69.00	LF	300.00	$ 20,700.00
29	430-174-136	Pipe Culvert Optional Material, Round, 36 inch SD	192.00	LF	360.00	$ 69,120.00
30	430-174-142	Pipe Culvert, Optional Material, Round, 42 inch SD	88.00	LF	450.00	$ 39,600.00
31	430-982-125	Mitered End Section, Optional, Round, 18 inch SD	1.00	EA	3500.00	$ 3,500.00
32	430-982-129	Mitered End Section, Optional, Round, 24 inch SD	3.00	EA	4000.00	$ 12,000.00
33	430-982-138	Mitered End Section, Optional, Round, 36 inch SD	1.00	EA	9000.00	$ 9,000.00
34	520-0-00	Concrete Curb / Flume	96.00	SY	135.00	$ 12,960.00
35	520-1-10	Concrete Curb & Gutter, Type F	475.00	LF	42.00	$ 19,950.00
36	520-2-4	Concrete Curb, Type D	50.00	LF	32.00	$ 1,600.00
37	520-2-100	Concrete Curb, Ribbon Curb	1457.00	LF	40.00	$ 58,280.00
38	520-2-101	Concrete Curb & Gutter, Drop Curb	1159.00	LF	40.00	$ 46,360.00
39	520-3	Valley Gutter	318.00	LF	40.00	$ 12,720.00
40	522-1-0	Sidewalk Concrete, 4 inch Thick	2.30	SY	75.00	$ 172.50
41	522-2-0	Concrete Driveway, 6 inch Thick	252.70	SY	85.00	$ 21,479.50
42	527-2-0	Detectable Warning	10.00	SF	60.00	$ 600.00
43	530-3-4	Riprap, Rubble, F&I Ditch Lining	52.00	TN	170.00	$ 8,840.00
44	570-1-2	Performance Turf, Sod	9152.00	SY	3.00	$ 27,456.00
45	571-1-11	Plastic Erosion Mat, Turf Reinforcement Mat - Type 1	10.00	SY	30.00	$ 300.00
46	700-1-11	Single Post Sign, F&I Ground Mount, Up to 12 SF	3.00	AS	600.00	$ 1,800.00
47	700-1-50	Single Sign Post, Relocate	3.00	AS	115.00	$ 345.00
48	711-11-121	Thermoplastic, Standard, White, Solid, 6 inch	72.00	LF	3.00	$ 216.00
49	711-11-125	Thermoplastic, Standard, White, Solid, 24 inch	83.00	LF	15.00	$ 1,245.00
50	711-11-221	Thermoplastic, Standard, Yellow, Solid 6 inch	766.00	LF	3.00	$ 2,298.00
51	SPECIAL-01	Gravel Parking Area Restoration	107.00	SY	55.00	$ 5,885.00
52	SPECIAL-01A	Gravel Parking Area Restoration	212.00	SY	30.00	$ 6,360.00
53	SPECIAL-02	Railroad Crossing Pavement Markings	1.00	LS	2000.00	$ 2,000.00
54	SPECIAL-03	Valley Gutter, Custom Width	166.00	LF	45.00	$ 7,470.00
						$ 2,292,389.00

	Change Orders					
55	CO#01	FDOT Base B02 - Substitution for Line 9	2220.00	SY	33.00	$ 73,260.00
56	CO#01	FDOT Base B02 - Substitution for Line 10	11096.00	SY	33.00	$ 366,168.00
57	CO#01	Remove Line 9: Optional Base, Base Group 09 (10 inch RCA)	2220.00	SY	-40.00	($ 88,800.00)
58	CO#01	Remove Line 10: Optional Base, Base Group 09 (10 inch RCA)	11096.00	SY	-19.00	($ 210,824.00)
59	CO#02	Locates, Exploration, Survey, MOT, Asbestos Testing, Fill ACP	61193.00	LS	1.00	$ 61,193.00
60	CO#02	D-01 to D-01A	51396.00	LS	1.00	$ 51,396.00
61	CO#02	D-01 to D-01A (Credit from Line 27 : Pipe 24 ")	105.00	LF	-230.00	($ 24,150.00)
62	CO#02	D-02 to D-02B	36941.30	LS	1.00	$ 36,941.30
63	CO#02	D-02 to D-02B (Credit from Line 26 : Pipe 18 ")	129.00	LF	-215.00	($ 27,735.00)
64	CO#02	D-09 to D-08 to D-10A	73549.20	LS	1.00	$ 73,549.20
65	CO#02	D-09 to D-08 to D-10A (Credit from Line 26 : Pipe 18 ")	236.00	LF	-215.00	($ 50,740.00)
66	CO#02	Modify Structure at D-12	3047.00	LS	1.00	$ 3,047.00
67	CO#03	Reduce Line 13 Asphalt by 5 Tons	175.00	TN	-5.00	($875.00)
					TOTAL	$2,554,819.50

RESOLUTION SAA 26-08

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S26-07 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 S26-07 as presented.

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

PASSED AND ADOPTED this 16th day of July 2026.

SEBRING AIRPORT AUTHORITY SEAL

(SEAL)

SEBRING AIRPORT AUTHORITY

By: ______________________

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S26-07
EFFECTIVE ACCOUNTING PERIOD: MAY 2026

7/16/2026

SUBMITTED BY: Colleen Plonsky
SIGNED BY: Colleen Plonsky

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
FBO	344-007-FBO	100R UNLEADED FUEL SALES	$ -	$ 24,000.00	$ -	$ 24,000.00	UNBUDGETED
			$ -	$ -		$ -	
			$ -	$ -	$ -	$ -	
Total Revenue Increase/Decrease			$ -	$ 24,000.00	$ -	$ 24,000.00	
COST CENTER (expenses)							
FBO	512-001-FBO	COSTS OF GOODS SOLD-FUEL	$ 1,880,000.00	$ 620,000.00		$ 2,500,000.00	BUDGET UNDERSTATED
FBO	512-008-FBO	COSTS OF GOODS SOLD-100R FUEL	$ -	$ 22,000.00		$ 22,000.00	UNBUDGETED
FBO	512-010-FBO	CREDIT CARD FEES	$ 48,000.00	$ 22,000.00		$ 70,000.00	BUDGET UNDERSTATED
FBO	512-039-FBO	MILITARY OPERATING EXPENSE	$ 9,400.00	$ 2,600.00		$ 12,000.00	BUDGET UNDERSTATED
SAA	512-035-SAA	ENGINEERING SERVICES	$ 420,000.00	$ 330,000.00		$ 750,000.00	BUDGET UNDERSTATED
SAA	512-042-SAA	POSTAGE	$ 1,000.00	$ 500.00		$ 1,500.00	BUDGET UNDERSTATED
Total Expenses Increase/Decrease			$ 2,358,400.00	$ 997,100.00	$ -	$ 3,355,500.00	
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			$2,337,340.00	$ 24,000.00	$ 997,100.00	$1,364,240.00	

REQUEST #: S26-07

BOARD APPROVAL:

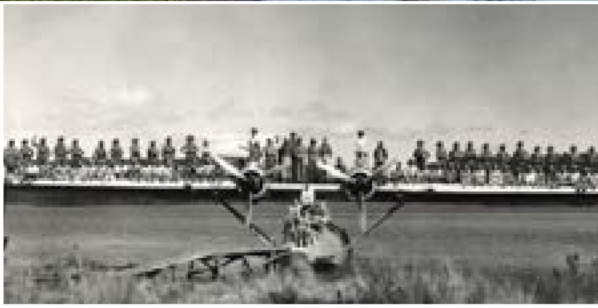
TRANSFER TYPE:
- □ ITEM TO ITEM
- x OPERATING RESERVE
- x BY RESOLUTION # SAA 26-08

Executive Director

Airport Executive BRIEF

SEBRING
MULTIMODAL LOGISTICS CENTER

CONTENTS



Advanced Air Mobility: Sebring's Early Leadership in the Future of Flight

Conceptual illustration

Long before Advanced Air Mobility (AAM) entered mainstream conversation, Sebring Regional Airport was helping shape the future of regional transportation through its participation in NASA's Small Aircraft Transportation System (SATS) initiative.

Today, many of the concepts explored through SATS—including distributed air transportation networks, point-to-point travel, and increased aircraft automation—have evolved into the emerging AAM industry centered on powered-lift aircraft, including electric vertical takeoff and landing (eVTOL) vehicles.

Sebring Regional Airport became one of the first airports in the nation to receive FAA approval for an Airport Layout Plan incorporating a vertiport, positioning the Airport to pursue future infrastructure opportunities as the industry evolves.

Airport leadership believes these technologies have the potential to transform regional mobility, initially serving major metropolitan areas before expanding accessibility over time.

"As technology advances, there will be longer flight times," said Deputy Director Andrew Bennett.

Executive Director Mike Willingham added, "It's been the future for a long time. It's just finally being realized."

Monthly Stormwater Flow Monitoring Program Launches

In June, the Sebring Airport Authority published its first Monthly Flow Monitoring Report incorporating automated telemetry data from all four monitored southern basin outfalls. The expanded monitoring program follows completion of the Airport Authority's stormwater flow monitoring system earlier this spring and establishes a consistent, data-driven process for documenting stormwater conditions.

During the May 2026 reporting period, 3.39 inches of rainfall were recorded, with no measurable stormwater discharge through the four monitored southern-basin outfalls. Routine field observations were also consistent with the automated monitoring results.

By combining continuous telemetry with regular visual inspections, the Airport Authority is building a transparent, science-based record that supports responsible environmental stewardship and long-term infrastructure management. Monthly monitoring reports will continue to be published as part of the Authority's ongoing commitment to accountability and transparency.

Looking Ahead: EAA AirVenture Oshkosh 2026

Just days after the July Board meeting, the aviation community will gather in Oshkosh, Wisconsin, for EAA AirVenture July 20-26, 2026, the world's largest aviation gathering. The annual event attracts hundreds of thousands of pilots, aircraft owners, aerospace manufacturers, educators, students, and aviation enthusiasts from around the world.

AirVenture serves as a showcase for the latest advancements in general aviation, aircraft technology, workforce development, flight training, and emerging aviation concepts. It is also a premier venue for industry announcements, product introductions, and discussions surrounding the future of aviation—including areas that align with Sebring Regional Airport's ongoing focus on innovation, aviation business development, education, and community engagement.

Airport staff will be following key announcements and emerging trends throughout the week, with relevant highlights and insights to be shared in future Director's Reports and airport communications.

The EAA Young Eagles program is approaching an extraordinary milestone of 2.5 million youth flights, highlighting the continued importance of introducing young people to aviation through firsthand flight experiences.

Programs like Young Eagles play a vital role in developing the future aviation workforce by inspiring interest in flying, STEM education, and aviation careers. Sebring Regional Airport applauds the volunteers and organizations helping cultivate the next generation of aviation professionals.

Board Leadership Recognition

Sebring Airport Authority Board Chair Stanley Wells was recently recognized for an extraordinary milestone—50 years of service as a Rotarian.

For five decades, Stanley has demonstrated a steadfast commitment to leadership, service, and community engagement throughout Highlands County. His dedication to improving the region and supporting organizations that strengthen our community reflects the values that have guided his long-standing involvement in Rotary.

The Sebring Airport Authority congratulates Stanley on this remarkable achievement and thanks him for his continued leadership and service.

Researchers at Buck Island Ranch conduct field studies that advance sustainable ranching, water management, and conservation across Florida.
Photo credit C. Ward

Exploring the Connections Between Aviation, Conservation & Research

The Sebring Airport Authority Board welcomed Dr. Betsey Boughton, Director of Science and Agroecology Programs at Archbold Biological Station, for a presentation on the Station's history, mission, and ongoing research initiatives.

Dr. Boughton shared insights into Buck Island Ranch, one of Florida's leading cattle operations and a nationally recognized research platform exploring sustainable approaches to water management, biodiversity, climate resilience, and working lands conservation. The discussion highlighted the relationship between land stewardship and the health of regional watersheds.

Board members also learned about the remarkable aviation legacy of Archbold founder Richard Archbold, whose pioneering flights and innovative use of aircraft helped advance scientific exploration in some of the world's most remote regions.

Following the presentation, airport staff also participated in a regional dispersed water management workshop hosted by conservation, agricultural, and government partners. The event provided an opportunity to strengthen relationships, exchange ideas on environmental stewardship, and explore collaborative approaches to water management and wildlife conservation across Highlands County.

The presentation demonstrated the important connections between aviation, conservation, agriculture, and scientific research within Highlands County. Sebring Airport Authority Board members are planning a field visit to Buck Island Ranch later this year to continue learning about these innovative programs firsthand.

Fire Station Construction

Construction is underway on Highlands County's new Fire Station 23. Crews have made significant progress on site preparation, grading, stormwater management areas, and the building pad, with foundation-related work now advancing. The site is beginning to take shape as the County moves closer to delivering a modern facility that will strengthen emergency response capabilities and serve the surrounding community. Additional updates will be shared as construction progresses.

Taxiway Alpha Construction

The bidding process concluded on July 8th. An FAA Airport Improvement Program grant application is being prepared.

Taxiway Charlie Design

The Airport Authority received an FAA grant covering a portion of the Taxiway Charlie reconstruction design costs.

Fuel Farm Expansion

The project is 100% complete, and both tanks passed the required soak tests. Staff are awaiting the applicable FAA STC airframe approvals before beginning broader retail sales of Swift Fuels 100R unleaded aviation gasoline.

EAA Air enture
July 20–26

Caladium Festival
July 24-26

SAA/CRA Board Meeting
August 20

SAA/CRA Board Meeting
September 24

SEBRING
MULTIMODAL LOGISTICS CENTER

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

ACCELERATE YOUR BUSINESS'S POTENTIAL