

**Sebring Airport Authority
Board Meeting Agenda
September 24, 2026**

1:30 p.m.

**Hendricks Field Center
Sebring Airside Center**

1. OPENING ITEMS

Call to Order

Pledge of Allegiance and Invocation

Roll Call

Announcements

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
10/15/2026	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve August 2026 Minutes and Invoices

3. ACTION ITEMS

- a) CliftonLarsonAllen LLP – Statement of Work – Assertion Based Examination Services and Audit Services
- b) Taxiway Delta Construction – E.O. Koch - Change Order #01
- c) ITB #26-06 Taxiway Alpha(A) Rehabilitation - Recommendation of Award and Contract – Base Bid – Dickerson Infrastructure, Inc dba Dickerson Florida, Inc. (\$4,924,892.70)
- d) Interlocal Agreement – Sebring Airport Authority (SAA) and Community Redevelopment Association (CRA) – Site One Office Repairs (\$100,000)
- e) AIS – Asset Removal
- f) Resolution 26-10 Approving Budget Amendment S26-09
- g) Resolution 26-11 Approving 2026-2027 Budget
- h) Interlocal Agreement – Highlands County, Florida and Sebring Airport Authority – Amendment 2 Reconstruction and Rehabilitation of Webster Turn Drive
- i) Resolution 26-12 Approving Seacoast Bank – \$1,000,000 Unsecured Line of Credit

CONTINGENT ACTION ITEMS

4. MANAGEMENT REPORT

- Andrew Bennett
- Grace Daigle - CliftonLarsonAllen

5. BOARD OF DIRECTORS' BUSINESS

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
August 20, 2026

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on August 20, 2026, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

D. Craig Johnson	-	Chairman
Carl Cool	-	Vice Chairman
Jason Dunkel	-	Secretary
Mark Andrews	-	Assistant Secretary
Lenard Carlisle	-	Board Member
Pete McDevitt	-	Board Member
Stanley Wells	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Colleen Plonsky	-	Director of Finance
Jami Olive	-	Airport Services Manager
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Rex Thompson	-	Allied Universal
Keira Medina	-	Avcon, Inc.
Eric Menger	-	Hanson Professional Services Inc
Heather Meyer	-	AtkinsRéalis
Sanchia Gopie	-	CareerSource Heartland
SaraBeth Murphy	-	Highlands County Economic Development
Chris Campbell	-	Highlands County BOCC Liaison
John Rousch	-	Flightlines
Craig Sucich	-	RS&H (Teams Only)

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, Carl Cool, Jason Dunkel, D. Craig Johnson, Pete McDevitt, and Stanley Wells were present at the meeting.

D. Announcements

Chairman D. Craig Johnson read the announcements that were presented, which was, the Executive Offices will be closed September 7th for the Labor Day Holiday, and the next board meeting will be held Thursday, September 24th at 1:30pm.

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

2. 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: FAA Airport Improvement Program Grant Agreement – Taxiway Alpha(A) Rehabilitation Construction - \$5,108,563.00; and all action as taken by Airport Staff with respect thereto

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. There was a brief discussion. The motion was passed with ayes from Andrews, Carlisle, Cool, Dunkel, Johnson, McDevitt, and Wells.

b.) FDOT Public Transportation Grant Agreement – G3T89 – Taxiway Charlie(C) Reconstruction Design - \$59, 462.00

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

c.) Professional Services Contract – AtkinsRéalis – Engineering Design Services for Taxiway Charlie(C) Reconstruction - \$341,000.00

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

d.) Professional Services Contract – AtkinsRéalis – Construction Phase Services for Taxiway Alpha(A) Rehabilitation - \$499,590.00

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

e.) Interlocal Agreement – Sebring Airport Authority and Community Redevelopment Association (CRA) – Haywood Taylor Emergency Repairs (\$89,215)

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

f.) Interlocal Agreement – Amendment 1 Increase Amount - Sebring Airport Authority (SAA) and Community Redevelopment Association (CRA) – Repairs for Buildings 916, 917, 918, 919 (\$40,226)

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

g.) Resolution 26-09 Approving Budget Amendment S26-08

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

CONTINGENT ACTION ITEMS

No items were presented.

3. MANAGEMENT REPORT

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

The State of Florida announced their plans for Advanced Air Mobility at the SunTrax facility recently. The Sebring Airport and AtkinsRealis, Engineer of Record, have been in conversations with them and we have been told that SAA is included in their Infrastructure Investment Plan. More details regarding this plan will be coming in the future.

The FAA is moving forward with some advances in Mobile Departure Clearances, should be a benefit for traffic flying in and out of our airport.

The team member spotlight this is Luis Pratts, our current Airport Operations Supervisor who is a great asset to the airport.

The Monthly Stormwater Flow Monitoring reports for the southern basin outfalls have been issued for July. If you have any questions, please reach out to Mr. Bennett.

The airport operations from January 1st through July 31st were 37,954 operations. Compared to the same time last year, we are up 10%.

Board Member Mark Andrews asked if we heard any more from the Navy regarding the training returning to the airport in 2027. Deputy Bennett stated we have not heard anything definite as of yet.

4. BOARD OF DIRECTOR'S BUSINESS

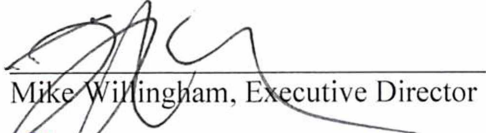
Board member Pete McDevitt stated Former Green Bay Packers player piloted the 2.5 millionth flight for the EAA Young Eagles. Our local EAA Chapter participants in these flights locally.

5. CONCERNS OF THE PUBLIC

Executive Director Mike Willingham introduced John Rousch, who now has a podcast called Flightlines. Mr. Rousch showed his Facebook page, website and You Tube pages with the board. Also, shared a podcast he did about the EMS deployment of an eVTOL in Hyde County, North Carolina. There was a brief discussion with questions and answers from the board members.

6. ADJOURNMENT

Chairman adjourned meeting at 1:54 pm.


Mike Willingham, Executive Director
September 24, 2026
Approved by Board

August 2026 Paid List

Date	SAA/FBO Paid Invoices	Amount	Description
8/3/2026	Sage Payment Solutions	\$4,554.21	SAA: Paya Exchange Credit Card Fees July 2026
8/4/2026	Joel Bass	\$200.00	SAA: Security Deposit Refund (T-Hangar)
8/4/2026	Cintas	\$377.80	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Service, FBO: Monthly Service - 3 x 5 Red Carpet Cleaning (2)
8/4/2026	Cintas	\$138.00	SAA/FBO: Monthly Agreement for AED System
8/4/2026	Coastal MRO	\$54.50	SAA: Pre-Employment Drug Screen
8/4/2026	Federal Express Corporation	\$40.03	SAA: Express Shipping Charges
8/4/2026	Greater LP Chamber of Commerce	\$175.00	SAA: Annual Membership Dues - Lake Placid Chamber of Commerce Sept 2026 - Sept 2027
8/4/2026	Rapid Systems	\$143.95	SAA/FBO: July 2026 Monthly Internet for Control Tower
8/4/2026	John Slegers	\$100.00	SAA: Security Deposit Refund (T-Hangar)
8/4/2026	Summit Fire & Security, LLC	\$428.95	SAA: Remainder of Annual Fire Extinguisher Inspections - Terminal Building/Industrial Park Tenants, Recharges, High Pressure Hydro Test, Miscellaneous Seals and O' Rings, Fire Safety Signage/Stickers - 4 x 18 Fire
8/4/2026	TechHouse:Intergrated	\$587.10	SAA: General IT Support - Set-up New Employee Profile, Permissions, Share Point, One Drive (Accounting)
8/5/2026	Dickerson Infrastructure, Inc.	\$127,740.99	SAA: Final Retainage - Webster Turn Dr Reconstruction - FJG Grant Reimbursed
8/10/2026	Ascent Aviation Group	\$33,678.24	FBO: Jet-A Fuel @ KSEF
8/11/2026	Universal Protection Service, LLC	\$14,760.81	SAA: July Security Services
8/11/2026	C & C Plumbing, Inc.	\$140.00	SAA: Backflow Repair at Diversified CPC
8/11/2026	Cintas	\$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
8/11/2026	CliftonLarsonAllen	\$539.58	SAA: Monthly Lease & SBITA Software Fee
8/11/2026	Lumen	\$1,227.84	SAA/FBO: August 2026 Fiber Optic Service
8/11/2026	Federal Express Corporation	\$13.45	SAA: Express Shipping Charges
8/11/2026	Leedy Electric West	\$1,632.00	SAA: Minor Preventative Maintenance on the 250 kW Generac Generator and the 25 kW Tradewinds Generator. Includes Technician, Materials, and Travel.
8/11/2026	TechHouse:Intergrated	\$267.36	SAA: General IT Support - Missing Files, Share Point Sync Access Issues, Checking Permissions on Account and Document Library, Computer Scan
8/11/2026	Ascent Aviation Group	\$42,143.42	FBO: Credit Card Equipment Monthly Warranty & Communication Fees, 100LL AvGas @ KSEF
8/11/2026	Cintas Corporation No. 2 dba	\$56.24	FBO: First-Aid Cabinet Replenishment
8/18/2026	Big Messages LLC	\$177.89	SAA/FBO: After Hours Telephone Answering Service
8/18/2026	Bugs Bee-Ware Ext., Inc.	\$976.00	SAA: Insecticide and Weed Control Application - Terminal Building
8/18/2026	C & C Plumbing, Inc.	\$116.25	SAA: Materials for Repair Completed on 8.3.2026 - Replaced Rubber Kit in the 1" Backflow Preventer and Tested - Diversified CPC
8/18/2026	Cintas	\$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Services
8/18/2026	Department of Management Svcs.	\$338.66	SAA/FBO: July 2026 Audio/Long Distance
8/18/2026	Leaf Capital Funding, LLC	\$629.53	SAA/FBO: Lease of Copy Machines/Printers
8/18/2026	Long's Air Conditioning, Inc.	\$10,923.00	SAA: Service Call/Trip Charge for Runway Café A/C - Diagnosis of 60AMP Disconnect for A/C Compressor and Replacement of 60AMP 3 Phase Disconnect for A/C Compressor (PO#5479)
8/18/2026	Ridge League of Cities, Inc.	\$250.00	SAA: Annual Membership Dues 09.01.26 - 08.31.27
8/18/2026	TechHouse:Intergrated	\$2,450.10	SAA/FBO: Monthly Recurring Software Fees
8/18/2026	Mosaix Software Inc.	\$1,315.00	FBO: AvMan FBO Software - September 2026
8/19/2026	Verizon Wireless	\$1,228.63	SAA/FBO: Monthly Mobile Service July 2026
8/25/2026	Air & Electrical Services, Inc	\$284.94	SAA: Diagnostic Testing and Service on Control Tower A/C System
8/25/2026	Craig D Curtis	\$373.00	SAA: Locksmith Service Call - Building 22 - Removed Locks for Painters and Reinstalled After Painting Complete. Replaced 1 Broken Lever Lock on Terminal Building Tech Room
8/25/2026	Atkins North America, Inc.	\$3,414.00	SAA: KSEF July 2026 Taxiway A Rehab/Design - Grant Reimbursed
8/25/2026	Atkins North America, Inc.	\$54,169.56	SAA: July 2026 General On-Call Consulting Services
8/25/2026	BEVO Security Solutions	\$2,757.00	SAA: 50% Deposit for Gate 23 Repair - Symmetry Edge Network 2 Door Entry Plus Controller, Symmetry Professional Software-1 year, Miscellaneous Parts and Labor. (PO#5467)
8/25/2026	Bio-Tech Consulting Inc.	\$4,095.00	SAA: Bi-Monthly Waterway Weed Control - Services Rendered Thru July 2026
8/25/2026	Bryant Miller Olive P.A.	\$1,145.00	SAA: July 2026 Legal Services SLID Storm-Water Services
8/25/2026	CBR Utility Services, LLC.	\$37,524.11	SAA: Emergency Repair: Additional Storm Sewer Repair Work Associated with Sink Holes and Leaking Pipe Joints Along Haywood Taylor Blvd. (PO#5482)

August 2026 Paid List

Date	SAA/FBO Paid Invoices	Amount	Description
8/25/2026	Cintas	\$249.88	SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen Service
8/25/2026	DBT Transportation Services, LLC	\$1,750.00	SAA: AWOS Repair - Install UHF Radio Kit (PO#5468)
8/25/2026	Florida Waste Solutions LLC	\$1,202.16	SAA/FBO: Monthly Waste Collection Service
8/25/2026	Hanson Professional Services Inc	\$3,500.00	SAA: KSEF - Independent Fee Estimate - Taxiway A Rehabilitation
8/25/2026	Heartland Spring Water, Inc.	\$305.00	SAA/FBO: Delivery of 30 Cases of Spring Water
8/25/2026	E.O. Koch Construction Co.	\$95,406.31	SAA: June/July 2026 SEF Taxiway D Design & Construction - Grant Reimbursed
8/25/2026	Connar Sparks Services, LLC	\$1,400.00	SAA: Fabrication of Warehouse Floor Drain Covers for Site-One, Building 917
8/25/2026	Summit Fire & Security, LLC	\$5,150.00	SAA: Runway Café - Required Repairs/Updates to Fire Suppression System. Includes Labor and Truck Charge. (PO#5474)
8/27/2026	Paul C Valladares Jr	\$270.00	SAA/FBO: August 2026 Plant Services
8/28/2026	Cintas Corporation No. 2 dba	\$52.62	FBO: First-Aid Cabinet Replenishment
8/28/2026	Custom Prints LLC	\$1,127.04	FBO: Purchased 80 SAA Logo Custom Printed Shirts for Resale at FBO
8/31/2026	Dustin Dennis	\$340.00	SAA: Detailing of Airport Vehicles
Total Paid:		<u>\$462,419.91</u>	

August 2026 P-Cards

Purchase Date	Vendor Name	Amount	Description
8/4/2026	WAWA 5370	\$73.24	SAA: Fuel in Operations Vehicle
8/5/2026	CIRCLEK #2707515	\$57.75	FBO: Fuel in Courtesy Vehicle
8/5/2026	EXXON LAMOSS INC.	\$36.04	FBO: Fuel in Courtesy Vehicle
8/5/2026	HARBOR FREIGHT TOOLS 538	\$142.94	FBO: Solar Panel and Trickle Chargers for Batteries for APBR Trucks
8/5/2026	TERRAMEX	\$64.43	SAA: Travel - Lunch Meeting with EDC and CFRPC While Attending Heartland 2070 Presentation (Land Use, Infrastructure Resilience, and the Digital Future Topics)
8/5/2026	Starlink	\$530.00	SAA/FBO: Monthly Back-Up Satellite Internet Service
8/5/2026	GOOGLE YOUTUBETV	\$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area
8/5/2026	IN INTRADYN	\$1,140.00	SAA: Social Media Archiving Bundle - 3 Accounts - Yearly Subscription
8/6/2026	VAL SEVEN SEBRING RACE	\$297.14	SAA: Hotel Room - Stormwater - Project Representative
8/6/2026	SUNPASS ACC692466	\$50.82	SAA: Travel Expense - Out-of-Town Tolls Paid
8/7/2026	AMAZON MKTPL 564JJ9BN2	\$166.26	FBO: Replacement of Portable Battery Jump Starter, SAA: Spill Pallet for Maintenance Hangar
8/7/2026	VZWRLLSS MY VZ VB P	\$476.58	SAA: Fulfill the Installment Plan of Cellular Device
8/7/2026	LOOPNET	\$198.00	SAA: Online Realty Listing Service Company
8/8/2026	CFX VES WEBSITE	\$16.96	SAA: Travel Expense - Out-of-Town Tolls Paid
8/9/2026	AMAZON MKTPL 566GJ9YM0	\$21.99	FBO: Crystal Light for FBO Line Tech
8/9/2026	ADOBE ADOBE	\$269.84	SAA: Monthly Subscriptions
8/11/2026	AMAZON MKTPL 5H9PO5AR0	\$407.99	SAA/FBO: Multifold Paper Towels, Toilet Paper; FBO: Coffee Station Replenishment - Coffee, Creamer, Splenda
8/11/2026	WAWA 5373	\$77.09	SAA: Fuel in Operations Vehicle
8/11/2026	CIRCLEK #2707515	\$106.86	SAA/FBO: Fuel in Maintenance Truck
8/11/2026	ALLEN ENTERPRISES INC	\$864.66	SAA: Replacement Airfield Lighting Components
8/12/2026	MURPHY EXPRESS 8673	\$102.95	FBO: Fuel in Courtesy Vehicle
8/12/2026	WAL-MART #0666	\$27.35	FBO: Hydration Containers for FBO staff.
8/13/2026	AMAZON MKTPL 5H6XE0D60	\$555.14	FBO: Commercial Outdoor Trash Can for Fuel Farm
8/13/2026	TRTAX & ACCTG-PROFE	\$350.00	SAA: Monthly Subscription Fixed Asset Software
8/14/2026	HIGHTAIL / OPENTEXT	\$99.99	SAA: Annual Membership for Secure File Sharing
8/17/2026	OPENAI CHATGPT SUBSCR	\$200.00	SAA: Professional Monthly AI Software Subscription
8/18/2026	MYPILOTSTORE.COM	\$72.55	FBO: Fuel Tester and Carbon Monoxide Detector
8/18/2026	TRACTOR-SUPPLY-CO #0510	\$90.28	FBO: Concrete Anchors and Drill Bits - Trash Can Installation at Fuel Farm
8/19/2026	AMAZON MKTPL 5A0Y25680	\$229.78	FBO: Aviation Fuel Testing Jars, Powdered Drink Mix for Line Tech, Rechargeable AA Batteries for Cameras, Portable Charger for Drone, Tap Bits for Repairs
8/19/2026	WAWA 5370	\$38.54	FBO: Fuel in Courtesy Vehicle
8/19/2026	WAWA 5373	\$66.40	SAA: Fuel in Operations Vehicle
8/20/2026	AMAZON MKTPL 5A0K33971	\$296.19	SAA/FBO: Multifold Paper Towels, Can Liners, Paper Towels, Plastic Forks; FBO: Coffee Station Replenishment - Coffee, Mints
8/20/2026	WM SUPERCENTER #666	\$36.50	FBO: Coffee Station Replenishment - Gatorade; SAA: Soda for Board Room
8/20/2026	RUNWAY CAFE	\$20.05	SAA: Lunch Meeting with Executive Staff and Board Leadership
8/20/2026	SQ ORGANICALLY LOCAL	\$50.56	SAA: Lunch Meeting with Executive Staff and Board Leadership
8/20/2026	W & W LMB LAKE PLACID	\$20.58	SAA: Plumbing Materials for Maintenance Hangar
8/21/2026	WAWA 5370	\$185.86	FBO: Fuel in Courtesy Vehicle
8/21/2026	Amazon.com 5A4W34K42	\$89.96	FBO: Office Supply - Copy Paper, Rechargeable AA Batteries for Wildlife Cameras
8/21/2026	THE HOME DEPOT #6340	\$33.88	SAA: Miscellaneous Supplies - Steel Wool, Spray Foam, and Glass Cleaner - Building 22
8/21/2026	GSM LLC	\$120.00	SAA: Annual Camera Subscription for Wildlife Management Surveying
8/22/2026	AMAZON MKTPL 5O9K454W1	\$126.30	SAA: Fuses for High Mast Lighting
8/23/2026	SUNPASS ACC692466	\$25.00	SAA: Travel Expense - Out-of-Town Tolls Paid
8/23/2026	AMAZON MKTPL 5O9C98TK0	\$73.31	SAA: Office Supplies - Prong Fastener Sets, Thermal Laminating Pouches
8/24/2026	Flightradar24 AB	\$34.99	FBO: Annual Subscription for Aircraft Tracking Data
8/24/2026	CIRCLEK #2707515	\$107.00	SAA/FBO: Fuel in Maintenance Truck

August 2026 P-Cards

Purchase Date	Vendor Name	Amount	Description
8/24/2026	VBS VONAGE BUSINESS	\$454.18	SAA/FBO: Monthly Phone Service
8/24/2026	ALLEN ENTERPRISES INC	\$377.00	SAA: Replacement Airfield Lighting Components
8/25/2026	INTERNATIONAL TRANSACTION	\$0.35	FBO: International Card Processing Fee for Flight Tracker Software Subscription
8/25/2026	WHITES TRANSMISSION ENGI	\$100.00	SAA: Computer Diagnostic/Road Test - 2018 Tahoe
8/26/2026	WM SUPERCENTER #666	\$55.39	FBO: Office Supplies - Whiteout, Pens; Coffee Station Replenishment - Gatorade
8/26/2026	LORIDA IGNITION	\$419.38	FBO: Spare Starter for Jet Trucks
8/26/2026	WAWA 5373	\$76.84	SAA: Fuel in Operations Vehicle
8/26/2026	NAPA AUTO PARTS SEBRING	\$40.26	SAA: Battery Upgrade for Maintenance Truck
8/27/2026	AMAZON MKTPL 5O6PK5940	\$126.58	SAA: Portable Air Purifier and USB Splitter
8/28/2026	SQ THE PRINT SHOP OF SEB	\$371.55	FBO: Custom Printed Fuel Slip Trackers
8/28/2026	HOMEDEPOT.COM	\$1,317.90	SAA: High Bay Lighting for Building 22
8/28/2026	THE HOME DEPOT #6340	\$118.00	SAA: Faucets for Terminal Building Restroom
8/28/2026	FLORIDA DEPT. OF STATE	\$50.00	SAA: Records Retention Training (New Accounting Employee)
8/30/2026	WEB BLUEHOST.COM	\$22.19	CRA: Renewal of Community Redevelopment Association Domain Address
8/31/2026	AMAZON MKTPL 5Q5KW9GC0	\$26.26	FBO: Four Adjustable T-Shirt Display Stands (For Retail Merchandise at FBO)
8/31/2026	WAL-MART #0666	\$208.10	SAA: Tower Fans for Board Room and Accounting during HVAC Outage
8/31/2026	WAWA 5373	\$72.09	SAA: Fuel in Operations Vehicle
8/31/2026	CIRCLEK #2707515	\$80.00	SAA/FBO: Fuel in Maintenance Truck
8/31/2026	AMAZON MKTPL 5Q7BV32O1	\$21.98	SAA: Office Supplies - Rubber Bands, Freestanding Paper/Document Holder
9/1/2026	CIRCLEK #2707515	\$59.76	FBO: Fuel in Courtesy Vehicle
9/1/2026	Amazon.com 5Q9P46UW1	\$47.44	SAA: Office Supplies - File Folders, Sanitizing Wipes
9/1/2026	WWW.EBRIDGE.COM	\$175.00	SAA: Monthly Fee for Record Retention
9/2/2026	WAWA 5370	\$37.76	SAA: Fuel in Courtesy Vehicle
9/2/2026	WAWA 5370	\$51.09	FBO: Fuel in Courtesy Vehicle
9/2/2026	AMAZON MKTPL 5Q4SM5DF0	\$6.99	SAA/FBO: Dry Sweeping Cloth Pads
9/2/2026	Highlands County	\$38.30	SAA: Recording of (2) Interlocal Agreements between SAA/CRA
9/2/2026	Amazon.com 5Q7SG7DH0	\$38.97	SAA/FBO: Swiffer Wet Mopping Cloths for Floor Cleaning
9/3/2026	WAWA 5370	\$82.34	FBO: Fuel in Courtesy Vehicle
9/4/2026	AMAZON MKTPL 5Q6ZY6YJ2	\$75.98	FBO: Uniform Pants for CSR
Total:		<u>\$12,697.68</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 9/15/2026
Sebring Airport Authority (SAA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
AVCON Avcon, Inc.									
134287	7/31/2026	8/30/2026	\$1,812.50	\$0.00	\$1,812.50	\$0.00	\$0.00	\$0.00	SAA: July 2026 General On-Call Services
134394 JULY TWD	7/31/2026	8/30/2026	\$12,918.00	\$0.00	\$12,918.00	\$0.00	\$0.00	\$0.00	SAA: July 2026 Taxiway D Construction Administrative Services - Grant Reimbursed
Vendor AVCON Totals:			<u>\$14,730.50</u>	<u>\$0.00</u>	<u>\$14,730.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
BBS Brannock Berman & Seider									
9966 AUGUST	8/31/2026	10/8/2026	\$194.39	\$194.39	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2026 Legal Services SLID
Vendor BBS Totals:			<u>\$194.39</u>	<u>\$194.39</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
DIANARI Diana Ries Designs, Inc.									
14958 AUG	8/31/2026	8/31/2026	\$1,364.47	\$1,364.47	\$0.00	\$0.00	\$0.00	\$0.00	SAA/CRA: August 2026 Website Updates, Social Media Advertising/Updates, Marketing Programs
Vendor DIANARI Totals:			<u>\$1,364.47</u>	<u>\$1,364.47</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
JACKS Jack's Lawn Service									
2624 SEPTEMBER	9/1/2026	10/1/2026	\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September Lawn & Landscape Care
2625 SEPT DIVERS	9/1/2026	10/1/2026	\$425.00	\$425.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September Lawn Care Diversified CPC
2626 SEPTEMBER 735	9/1/2026	10/1/2026	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September Lawn Care Bldg. 735
Vendor JACKS Totals:			<u>\$8,900.00</u>	<u>\$8,900.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
170153	8/31/22026	9/30/2026	\$2,103.98	\$2,103.98	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2026 Legal Services - General On-Call Services
170154	7/31/2026	8/30/2026	\$355.00	\$355.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: August 2026 Legal Services - EStone
Vendor SWAINE Totals:			<u>\$2,458.98</u>	<u>\$2,458.98</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
VERIZON Verizon Wireless									
6150099927 AUG	8/31/2026	10/2/2026	\$1,261.42	\$1,261.42	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Monthly Mobile Service August 2026
Vendor VERIZON Totals:			<u>\$1,261.42</u>	<u>\$1,261.42</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Report Totals:			<u><u>\$28,909.76</u></u>	<u><u>\$14,179.26</u></u>	<u><u>\$14,730.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 9/15/2026
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									
1229682	9/10/2026	9/30/2026	\$37,221.04	\$37,221.04	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel @ KSEF
Vendor ASCENT Totals:			\$37,221.04	\$37,221.04	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:			\$37,221.04	\$37,221.04	\$0.00	\$0.00	\$0.00	\$0.00	

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME McDevitt, Peter H	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Sebring Airport Authority
MAILING ADDRESS PO Box 112	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☒ OTHER LOCAL AGENCY
CITY Lake Placid	COUNTY Highlands
DATE ON WHICH VOTE OCCURRED September 24, 2026	NAME OF POLITICAL SUBDIVISION: MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Peter McDevitt, hereby disclose that on September 24, 2026:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, E.D. Koch Construction Co.;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Airport Authority Vendor is mutual personal business client to board member.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

September 24, 2026

Date Filed

Peter H McDevitt

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



August 11, 2026

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2026.

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

Scope of audit services

We will audit the financial statements of the Sebring Airport Authority, which collectively comprise the basic financial statements of Sebring Airport Authority, and the related notes to the financial statements as of and for the year ended September 30, 2026.

We will also audit the financial statements of the governmental activities and major fund of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, which collectively comprise the basic financial statements of the CRA, and the related notes to the financial statements as of and for the year ended September 30, 2026.

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

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

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

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.

- Preparation of schedule of federal awards and state financial assistance.
- Preparation of data collection form
- Preparation of adjusting journal entries
- Preparation of schedules for your Annual Report to be filled with the Department of Financial Services

Audit objectives

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

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

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

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

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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

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

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

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

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

Auditor responsibilities, procedures, and limitations

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

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

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the entity and its environment, including the system of internal control, relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

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

- Management override of controls
- Revenue Recognition

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

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on

major programs and state projects. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

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

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

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

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

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

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

Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and state projects. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550.

We will evaluate the presentation of the schedule of expenditures of federal awards and state financial assistance accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP, the Uniform Guidance, and Chapter 10.550, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

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

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

Management responsibilities

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

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

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

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of

any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

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

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

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

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

corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

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

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

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

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

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial

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

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

Responsibilities and limitations related to nonaudit services

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

Use of financial statements

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

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

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

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

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

Engagement administration and other matters

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

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

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

The audit documentation for this engagement is the property of CLA and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory bodies pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CLA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to those regulators. The regulators may intend, or

decide, to distribute the copies of information contained therein to others, including other governmental agencies.

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

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

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

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

Fees

Audit of Sebring Airport Authority's Financial Statements	\$31,700.00
Federal and State Single Audit	\$4,400.00
Financial Statement Preparation - Sebring Airport Authority	\$7,100.00
Implementation of GASB No. 103 - Financial Reporting Model Improvements	\$1,500.00
Audit of Sebring Regional Airport and Industrial Park CRA's Financial Statements	\$3,800.00
Financial Statement Preparation - CRA	\$1,600.00
7% Technology and Client Support Fee	\$3,507.00
Total	\$53,607.00

Our fees are outlined above. This estimate is based on anticipated cooperation from your personnel and

their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Bill to be mailed on	Amount to be billed
October 2026	\$17,869
December 2026	\$17,869
February 2027	\$17,869

Unexpected circumstances

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

Changes in accounting and audit standards

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

Response:

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

CLA
CLA

Julie S. Fowler

Julie S. Fowler, CPA, MAcc, Signing Director

SIGNED 8/11/2026, 10:12:26 AM EDT

Client

ORG: Sebring Airport Authority

NAME: Michael Willingham

TITLE: Executive Director

SIGN:

DATE:

September 24, 2026



August 11, 2026

Statement of Work - Assertion Based Examination Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2026.

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

Examination services

We will examine Sebring Airport Authority's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the period October 1, 2025 to September 30, 2026.

We will examine Sebring Regional Airport and Industrial Park Community Redevelopment Agency's (CRA) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies during the period October 1, 2025 to September 30, 2026.

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies, in all material respects.

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

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

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

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

Our responsibilities, procedures, and limitations

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

Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we

will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

Management responsibilities

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies. You are responsible for the design, implementation, and maintenance of internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence.

You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you.

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

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have

varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes regarding community redevelopment agencies. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

Engagement administration and other matters

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

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

Fees

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

CLA
CLA

Julie S. Fowler

Julie S. Fowler, CPA, MAcc, Signing Director

SIGNED 8/11/2026, 10:30:42 AM EDT

Client

ORG: Sebring Airport Authority

NAME: Michael Willingham

TITLE: Executive Director

SIGN:

DATE:

[Signature]
September 24, 2026

Sebring Airport Authority

Agenda Item Summary

Meeting Date: September 24, 2026

Presenter: Andrew Bennett

Agenda Item: Taxiway Delta Construction – E.O. Koch – Change Order #01

Summary: On September 18, 2025, the Sebring Airport Authority Board approved the award of ITB No. 25-06 and the related construction contract with E.O. Koch Construction Co. for the South Partial Parallel Taxiway D project in the original amount of \$2,249,536.00. The contract was awarded following a competitive solicitation in which eight bids were received and evaluated by AVCON, Inc., the Engineer of Record. E.O. Koch submitted the lowest responsive bid, and AVCON recommended the award based on its review of the contractor's bid documents.

Change Order No. 1 reconciles the estimated contract quantities with the actual quantities of work completed and measured in the field. The primary deductions result from reduced asphalt surface course quantities, lower quantities of asphalt prime and tack coat, and the elimination of unused allowances for gopher tortoise and burrowing owl permitting, excavation and relocation. These deductions are partially offset by increases in pavement marking removal and installation on Taxiway C, additional sodding, and the installation of five additional red retroreflective taxiway edge lights to provide clearer direction to pilots.

Substantial completion was achieved on June 8, 2026 and final completion was achieved on July 8, 2026. The change order provides a net deduction of \$135,258.55, reducing the contract amount from \$2,249,536.00 to a final contract amount of \$2,114,277.45. AVCON has reviewed the final quantities and recommends approval of the deductive change order.

Requested Motion: Move to approve and authorize Executive Director or Deputy Director to execute Change Order #1 accordingly.

Board Action:

Approved **X**

Denied

Tabled



CHANGE ORDER



OVERVIEW

Change Order Number: 1
Project Name: South Partial Parallel Taxiway D
AVCON Project Number: 2024.0152.01
Owner: Sebring Regional Airport / Sebring Airport Authority
Contractor: E.O. Koch Construction Co.
FAA AIP No.: 3-12-0072-038-2025
FDOT FM No.: 442494-1-01
Notice to Proceed: January 12, 2026
Date Received: 09/04/2026

CHANGE ORDER SUMMARY

Original Contract Amount: \$2,249,536.00
Net Change (Increase/Decrease): \$135,258.55 (-)
Revised Contract Amount: \$2,114,277.45

Original Contract Time: 150 Calendar Days
Contract Time Adjustment: 0 Calendar Days
Revised Contract Time: 150 Calendar Days

Description of Change:

This change order includes final quantity reconciliations to account for the actual work completed in the field compared to contract quantities. The quantity adjustments are noted below.

Pay Item	Item Description	Unit	Contract Qty	Final Qty	Contract Price	Final Price	Cost Difference
P-401	Asphalt Surface Course	TON	1,980	1,625.95	\$534,600.00	\$439,006.50	(\$95,593.50)
P-602	Emulsified Asphalt Prime Coat	GAL	2,160	1,200	\$18,360.00	\$10,200.00	(\$8,160.00)
P-603	Emulsified Asphalt Tack Coat	GAL	1,230	562	\$10,455.00	\$4,777.00	(\$5,678.00)
P-620	Pavement Marking Removal	SF	1,165	1,686	\$20,970.00	\$30,348.00	\$9,378.00
P-620	Pavement Markings, Waterborne Paint, with Type I Reflective Media	SF	2,100	2,881	\$4,725.00	\$6,482.25	\$1,757.25
P-620	Pavement Markings, Waterborne Paint, without Reflective Media	SF	3,675	4,456	\$7,350.00	\$8,912.00	\$1,562.00
F-162	Removal of Existing Chainlink Fence	LF	410	380	\$4,100.00	\$3,800.00	(\$300.00)
F-162	New, 8 Foot Chainlink Fence with Barbed Wire	LF	410	380	\$20,500.00	\$19,000.00	(\$1,500.00)
T-901	Seeding	SY	5,750	5,500	\$5,750.00	\$5,500.00	(\$250.00)
T-904	Sodding	SY	47,860	54,002	\$160,331.00	\$180,906.70	\$20,575.70
T-908	Mulching	SY	5,750	5,500	\$5,750.00	\$5,500.00	(\$250.00)



CHANGE ORDER



Pay Item	Item Description	Unit	Contract Qty	Final Qty	Contract Price	Final Price	Cost Difference
-	Gopher Tortoise & Burrowing Owl Permit	ALLOW	1	0	\$7,500.00	\$0.00	(\$7,500.00)
-	Gopher Tortoise & Burrowing owl Burrow Excavation and Relocation	ALLOW	1	0	\$50,000.00	\$0.00	(\$50,000.00)
L-125	New, L-853, Type I, Red Retroreflective Taxiway Edge Light	EA	2	7	\$280.00	\$980.00	\$700.00
Net Change in Contract:							(\$135,258.55)

CONSULTANT'S RECOMMENDATION:

- ☒ Recommended for Approval
☐ Not Recommended for Approval

Comments:

None.

Recommended:

Keira Medina, P.E., Project Manager

AVCON INC.

Date: 09/04/2026

SIGNATURES:

Approved:

Andrew Bennett, Deputy Director

Sebring Airport Authority

Date: 9/25/2026

Approved:

FAA

Project No.: 3-12-0072-038-2025

Date: _____

Approved:

FDOT

Project No.: 442494-1-01

Date: _____

Accepted:

Aaron Nadaskay, Vice President

E.O. Koch Construction Co.

Date: 9-16-26

CHANGE ORDER NO. 1 AND FINAL



Project: South Partial Parallel Taxiway D
ITB #25-06
FAA AIP No. 3-12-0072-038-2025
FDOT FM No. 442494-1-01

Contractor: E.O. KOCH CONSTRUCTION CO.

AVCON File: 2024.0152.01

Date: September 4, 2026

EXPLANATION OF INCREASES & DECREASES

Changes in quantities of less than 10%:

Item #	Spec.	Description	% Change
22	F-162	REMOVAL OF EXISTING CHAINLINK FENCE	-7.3%
23	F-162	NEW, 8 FOOT CHAINLINE FENCE WITH BARBED WIRE	-7.3%
25	T-901	SEEDING	-4.3%
27	T-908	MULCHING	-4.3%

The change in quantity of the above items are a result of the original quantities being estimated, whereas the final quantities are based on actual field measurements. For all items that increased and decreased in excess of 10%, please refer to the following explanations.

Changes in quantities in excess of 10%:

Item (9): P-401	Asphalt Surface Course	-17.9%
	Bid Quantity: 1,980 TON	
	Final Quantity: 1,625.95 TON	-354.05 TON

The decrease in this item is a result of pay reduction factors per the AC.

Item (10): P-602	Emulsified Asphalt Prime Coat	-40.0%
	Bid Quantity: 2,160 GAL	
	Final Quantity: 1,200 GAL	-960 GAL

The decrease in this item is a result of a difference in the manufacturer's recommended spread rate and FAA recommended spread rate.

Item (11): P-603	Emulsified Asphalt Tack Coat	-54.3%
	Bid Quantity: 1,230 GAL	
	Final Quantity: 562 GAL	-668 GAL
The decrease in this item is a result of a difference in the manufacturer's recommended spread rate and FAA recommended spread rate.		
Item (12): P-620	Pavement Marking Removal	+44.7%
	Bid Quantity: 1,165 SF	
	Final Quantity: 1,686 SF	+521 SF
The change in quantity of the above item is a result of the original quantities being estimates, whereas the final quantities are based on actual field measurements and the addition of abandoned markings on Taxiway C.		
Item (13): P-620	Runway & Taxiway Markings, Waterborne Paint with Type I Reflective Media	+37.2%
	Bid Quantity: 2,100 SF	
	Final Quantity: 2,881 SF	+781 SF
The change in quantity of the above item is a result of the original quantities being estimates, whereas the final quantities are based on actual field measurements and the addition of markings on Taxiway C.		
Item (14): P-620	Runway & Taxiway Markings, Waterborne Paint without Reflective Media	+21.3%
	Bid Quantity: 3,675 SF	
	Final Quantity: 4,456 SF	+781 SF
The change in quantity of the above item is a result of the original quantities being estimates, whereas the final quantities are based on actual field measurements and the addition of markings on Taxiway C.		
Item (26): T-904	Sodding	+12.8%
	Bid Quantity: 47,860 SY	
	Final Quantity: 54,002 SY	+6,142 SY
The change in quantity of the above item is a result of the original quantities being estimates, whereas the final quantities are based on actual field measurements.		
Item (31): -	Gopher Tortoise & Burrowing Owl Permit	-100%
	Bid Quantity: 1 ALLOW	
	Final Quantity: 0 ALLOW	-1 ALLOW
The decrease in quantity of the above item is the result of no gopher tortoises/burrowing owls being located in the vicinity of the project while performing Item #25 Gopher Tortoise Survey/Protection.		

Item (32): -	Gopher Tortoise & Burrowing Owl Burrow Excavation and Relocation	-100%
Bid Quantity:	1 ALLOW	
Final Quantity:	0 ALLOW	-1 ALLOW

The decrease in quantity of the above item is the result of no gopher tortoises/burrowing owls being located in the vicinity of the project while performing Item #25 Gopher Tortoise Survey/Protection.

Item (38): L-125	New, L-853, type I, Style I, Red Retroreflective Taxiway Edge Light	+250%
Bid Quantity:	2 EACH	
Final Quantity:	7 EACH	+5 EACH

The increase of the above quantity is due to the addition of red reflectors on Taxiway C to provide clear direction to pilots.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME McDevitt, Peter H	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Sebring Airport Authority
MAILING ADDRESS PO Box 112	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☒ OTHER LOCAL AGENCY
CITY Lake Placid	COUNTY Highlands
NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED September 24, 2026	MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Peter McDevitt, hereby disclose that on September 24, 20 26:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, E.D. Koch Construction Co.;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Airport Authority Vendor is mutual personal business
Client to board member

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

September 24, 2026
Date Filed

Peter H McDevitt
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Sebring Airport Authority

Agenda Item Summary

Meeting Date: September 24, 2026

Presenter: Andrew Bennett

Agenda Item: ITB #26-06 Taxiway Alpha (A) Rehabilitation – Recommendation of Award and Contract – Base Bid - Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. (\$4,924,892.70)

Background: Staff advertised ITB #26-06 for the Taxiway A Rehabilitation Project, which includes rehabilitation of Taxiways A, A1 and A6, associated run-up areas, and realignment of the Taxiway A2 Connector. Bids were opened on July 8, 2026, with four contractors submitting complete bid amounts and one contractor submitting an incomplete bid. The other complete bids ranged from \$4,960,483.82 to \$5,398,219.49. AtkinsRéalis reviewed the bid tabulation and contractor submittals and determined that Dickerson Infrastructure, Inc., d/b/a Dickerson Florida, Inc., submitted the lowest responsive and qualified bid in the amount of \$4,924,892.70. The bid is approximately 19% below the engineer's opinion of probable construction cost of \$6,064,169.00.

Based on its review of the bid package and the contractor's experience and qualifications for projects of similar scope and magnitude, AtkinsRéalis recommends awarding the contract to Dickerson Infrastructure, Inc. The contract requires substantial completion within 150 calendar days after the Notice to Proceed and final completion within an additional 30 calendar days. The contractor must provide performance and payment bonds, each in the full amount of the contract, and satisfy the required insurance provisions before commencing work.

The project is 100% grant funded by FAA and FDOT, with no local funding anticipated.

Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the amount of \$4,924,892.70 (Four Million Nine Hundred Twenty-Four Thousand Eight Hundred Ninety-Two Dollars and Seventy Cents).

Board Action:

Approved **X**

Denied

Tabled

CONTRACT
(Taxiway A Rehabilitation)

THIS IS AN AGREEMENT between the **SEBRING AIRPORT AUTHORITY**, a Florida municipal corporation (herein called "Owner") and **DICKERSON INFRASTRUCTURE, INC.**, a Nevada corporation (herein called "Contractor").

1. PREMISE. Owner is the owner of the Sebring Regional Airport in Highlands County, FL and wishes undertake a project for the rehabilitation of Taxiways A, A1, A6, Run-Up Areas and Taxiway A2 Connector Realignment project at the Sebring Regional Airport (hereinafter "Taxiway A Rehabilitation" or the "Project" or the "Work");. Contractor has submitted the lowest responsible and responsive bid for the Project and Owner would like for Contractor to do the work and on the terms and conditions set forth herein.

2. WORK. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary for the Project all in accordance with the conditions and prices stated in this contract, Invitation to Bid ITB #26-06, plans and specifications prepared by AtkinsRealis, applicable rules and regulations, Official Bid Form and the Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

3. CONTRACT PRICE. Owner shall pay to Contractor the sum of Four Million Nine Hundred Twenty-four Thousand Dollars Eight Hundred Ninety-Two Dollars and Seventy Cents (\$4,924,892.70) as the total price for the completion of the Project, subject to increase or decrease as provided herein.

4. PAYMENT. On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety percent (90%) of the Work completed up to the last day of the previous month, less the aggregate of previous payments. The remaining ten percent (10%) of the Work completed shall be retainage held by Owner until final completion of the Project. The Owner Administrator must approve each payment request. Each payment application shall also:

4.1 detail an explanation of what work was completed by each entity requesting payment;

4.2 detail an estimate of the percentage of work performed by any subcontractor in relation to the entire scope of work contained in the subcontractor's contract with Contractor;

4.3 include a certification by Contractor that the work performed was in complete accordance with the Contract Documents;

4.4 include a certification that the amount of the invoice is accurate in relation to the work performed under any subcontractor contract;

4.5 include executed partial and/or final lien waivers from all suppliers and subcontractors.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed: but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner attorney, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payment are made, Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. Owner's payments shall be in accordance with the Local Government Prompt Payment Act, *Fla. Stat.* 218.70, et seq.

5. COMMENCEMENT AND COMPLETION DATES. The Owner may elect to issue a "soft" Notice to Proceed to authorize the Contractor to purchase "long lead time" materials for the Project. The Owner will issue a Notice to Proceed to authorize Contractor to begin work on the Project. Contractor shall be responsible for completing the Project in an expedited manner to achieve substantial completion within one hundred fifty (150) calendar days from the date of the Notice to Proceed and final completion of the Project within an additional thirty (30) days thereafter. Contractor shall be solely responsible for the means, methods, and techniques utilized in the design and construction. In the event that the Contractor shall fail to complete the work within the time limit, or the extended time limit agreed upon, as more particularly set forth in the Contract Document, liquidated damages shall be paid at the rate of Two Thousand Six Hundred Fifty and 00/100 Dollars (\$2,650.00) per day until substantial completion and Five Hundred and 00/100 Dollars (\$500.00) per day from substantial completion to final completion, plus any monies paid by the Owner to the Engineer for additional engineering and inspection services associated with such delay.

6. CLEAN-UP AND REMOVAL OF DEBRIS. Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

7. DRUG-FREE WORKPLACE. Contractor acknowledges that Owner is a drug-free work place. Contractor covenants that all employees of Contractor working upon Owner property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

8. WORKMANSHIP. Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including the approved specifications, plans and drawings. Contractor shall complete the entire Project to the satisfaction of Owner. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

9. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

10. **PRECONSTRUCTION INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

11. **CHANGE ORDERS.** The Contract Price and the Contract Time may be changed only by a written Change Order. Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

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

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

11.2 If none of the methods set forth in paragraph 11.1 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any.

11.3 Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

11.4 **Claims for Additional Cost or Time.** If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the

Contract Price or an extension in the Contract time, Contractor shall give Owner written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for the time of year.

12. TERMINATION OF CONTRACT. Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of Contractor's failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required or failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the Owner.

12.1 If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

12.2 If the termination is due to Contractor's failure to fulfill the contract obligations, the Owner may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

12.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

12.4 The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

13. INDEPENDENT CONTRACTOR. The parties expressly recognize that the relationship between the Owner and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the Owner.

14. INSURANCE. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by Owner:

- A. **COMPREHENSIVE GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:** Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it

shall apply separately to this location/project in the amount of \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

- B. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.
- C. WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws, The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- D. Pollution and Remediation Legal Liability. Pollution and Remediation Legal Liability insurance in an amount not less than \$1,000,000 per claim insuring the Authority against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises

EVIDENCE OF INSURANCE: The Contractor shall furnish the Owner with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Owner is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the Owner before the commencement of any work activities.

15. SUBCONTRACTS. A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of Owner. Owner retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as Owner deems necessary. Owner shall not be obligated to pay any subcontractor under any circumstance.

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

Contractor:
Michael B. Bryant
President
Dickerson Infrastructure, Inc.
P.O. Box 910
Fort Pierce, FL 34946

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

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

17. ASSIGNMENT. Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of Owner.

18. ACCEPTANCE AND WARRANTY. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither Owner nor its agents shall be responsible for discovering deficiencies in such services or documents.

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

18.2 Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of one (1) year from the date of final completion. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from Owner's misuse or negligence, acts of God or normal wear and tear.

19. CORRECTION OF WORK. Prior to the date of final completion, Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within one (1) year after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee

required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from Owner to do so.

20. DAMAGE TO PROPERTY. Contractor agrees that all Owner or third party owned property that is damaged by Contractor's personnel, agents, subcontractors or equipment shall be promptly repaired or replaced, at Contractor's expense.

21. TAXES. Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

22. PERMITS, FEES AND NOTICES. Contractor shall secure all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract. Contractor is obligated to pay any fees unless specifically waived by Owner.

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

23. RESPONSIBILITY FOR THOSE PERFORMING THE WORK. Contractor shall be responsible to Owner for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every 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.

25. SAFETY AND HEALTH REGULATIONS. Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated for construction under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

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

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

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

25.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and Owner's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber Owner's other real property.

26. CONTRACTOR'S INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify Owner and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Owner, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the Owner, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the Owner to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the Owner, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

27. **DEFAULT.** Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including Owner's 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, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

28. **BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

29. **GOVERNING LAW.** This contract will be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles thereof, and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

30. **PERFORMANCE AND PAYMENT BONDS.** Contractor shall provide performance and payment bonds each in the full amount of the contract price or an equivalent Irrevocable Letter of Credit from a local bank before commencing work on the Project and this contract shall not become effective until the Owner's receipt thereof and approval by the Owner attorney.

31. **PUBLIC RECORDS.** Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service sought herein. Contractor is required to provide the public with access to public records on the same terms and conditions that the Owner 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. 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 the Owner 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 the Owner 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.**

32. **PUBLIC ENTITY CRIMES.** By signing this contract, Contractor certifies that it has knowledge of and understands Florida Statute 287.133, including section (2)(a) which provides: "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." Contractor certifies that it has and shall comply with the provisions of Florida Statute 287.133, and further certifies that neither it, nor its officers, directors, executives, partners, shareholders, employees, members, or agents, nor its affiliates, are on the convicted vendor list.

33. **SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, by signing this agreement Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. This agreement may be immediately terminated by Owner if Contractor is found to have submitted a false certification, has been or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engages in business operations in Cuba or Syria, has been or is placed on the Scrutinized Companies that Boycott Israel List, or engages in a boycott of Israel.

34. **TIME.** Time is of the essence of this agreement.

35. **MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

36. **Government Agencies which are not Parties.** Neither the Federal Aviation Administration nor the Florida Department of Transportation has nor will they incur any obligations to Contractor under this Contract.

AGREED TO this 24th day of September, 2026.

Two Witnesses as to Owner:

Jami Olive
(Printed Name) Jami Olive

Andrew Bennett
(Printed Name) Andrew Bennett

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

By:

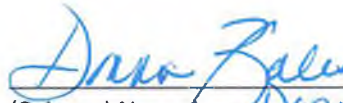
- ☒ D. Craig Johnson, as its Chair or
☐ Carl Cool, as its Vice Chair

Attest:

- ☐ Jason Dunkel, as its Secretary or
☒ Mark Andrews, as its Asst. Secretary

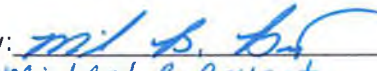


Two Witnesses as to Contractor:


(Printed Name) Donna Zales


(Printed Name) Melissa Finno

Dickerson Infrastructure, Inc.
a Nevada corporation

By: 
Michael B. Bryant
as its President

(corporate seal)



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 the FAA 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 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. §§ 2000d 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) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or other applicable government entity may determine to be appropriate, including with-holding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT
REQUIREMENTS 29 CFR PART 5

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) 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 assistance from the Department.

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

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

SPONSOR CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

All plans and specifications will be developed in accordance with all current applicable Federal, 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 \$10,000,000 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Construction), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or reckless or intentional wrongdoing of Contractor or Contractor’s officers, directors, partners, employees, or subcontractors. The parties agree that this limit on indemnification amount bears a reasonable commercial relationship to the contract. In any action construing the

scope or nature of this indemnification, the court shall construe this provision to comply with Section 725.06, Florida Statutes, as amended.

Veteran's Preference. In the employment of labor (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.

State Residents Preference.

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

(a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

(b) A contractor required to employ state residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the state's job bank system.

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

Punch List.

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

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

Payment for Purchases of Construction Services.

Owner hereby identifies 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 maintain commercial 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 commercial 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.

Prohibition of Covered Unmanned Aircraft Systems (UAS).

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.

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, 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.

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.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: 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 that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

9/14/2026

Date
DICKERSON INFRASTRUCTURE, INC.

Company Name



Signature
President

Title

Sebring Airport Authority

Agenda Item Summary

Meeting Date: September 24, 2026

Presenter: Andrew Bennett

Agenda Item: Interlocal Agreement (ILA) – Office Space Restoration – Building 917

Background: Attached is ILA between the SAA and CRA regarding Office Space Restoration project to Building 917 currently leased by SiteOne Landscape Supply Inc. The CRA finds that payment of funds in the amount of One Hundred Thousand Dollars and No/100ths (\$100,000.00) for the design and construction of the Project will benefit and enhance the CRA Area, and that financial assistance to SAA is appropriate and furthers the purposes of the Community Redevelopment Plan.

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

Board Action:

Approved **X**

Denied

Tabled

Prepared by and Return to:

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this **24th** day of **September 2026**, between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law (herein referred to as "SAA") and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA").

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

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

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

WHEREAS, the SAA has requested the CRA to fund the office repairs to Site One Building 917 of the project entitled "Site One Office Repairs" (herein referred to as the "Project"), a project specifically identified in the Plan; and

WHEREAS, at a public meeting of the CRA on the **24th** day of **September 2026**, the CRA voted to approve the funding of the design and installation of the Project; and

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

3. **PROJECT ASSISTANCE PAYMENTS.** The CRA finds that payment of funds in the amount of One Hundred Thousand Dollars and No/100ths (\$100,000.00) for the building repairs of Project will benefit and enhance the CRA Area, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.

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

SAA:

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

CRA:

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

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

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

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

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

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

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

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

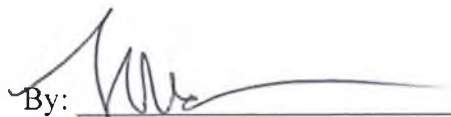
11. **EFFECTIVE**. This Interlocal Agreement has been executed pursuant to Section 163.01, Florida Statutes, and shall become effective upon execution by all parties.

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

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

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

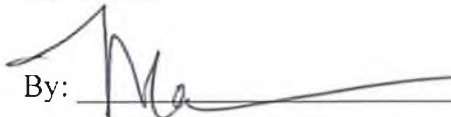
ATTEST:

By: 
☐ Jason Dunkel, as its Secretary
☒ Mark Andrews, as its Assistant Secretary
Date: September 24, 2026

SEBRING AIRPORT AUTHORITY, a
body politic created by Florida Law

By: 
☒ D. Craig Johnson, as its Chairman
☐ Carl Cool, as its Vice Chairman
Date: September 24, 2026

ATTEST:

By: 
☐ Jason Dunkel, as its Secretary
☒ Mark Andrews, as its Assistant Secretary
Date: September 24, 2026

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

By: 
☒ D. Craig Johnson, as its Chairman
☐ Carl Cool, as its Vice Chairman
Date: September 24, 2026

SEBRING AIRPORT AUTHORITY

AGENDA ITEM SUMMARY

MEETING DATE: September 24, 2026

PRESENTER: Colleen Plonsky

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

BACKGROUND: The personal property listed in Exhibit A no longer serves a useful function. The items are no longer serviceable, obsolete, or below the applicable property threshold and are estimated to have no commercial value. Staff proposes to process applicable items for disposal through a public auction. Under section 274.06, Florida Statutes, property without commercial value may be donated, destroyed, or abandoned.

Recommend Action: Determine that the personal property listed in Exhibit A serves no useful function and has no commercial value; declare it surplus; and authorize staff to process its disposal through a public auction. Authorize any items that do not qualify for auction to be donated to an eligible nonprofit organization or disposed of at the County landfill.

REQUESTED MOTION: Move to approve as presented and authorize the staff to dispose of the surplus personal property.

BOARD ACTION:

☒ APPROVED
☐ DENIED
☐ DEFERRED
☐ OTHER

REMOVED INVENTORY									
Date Removal Approved: 9/24/2026									
Asset Description	Category	Quantity	Unit Cost	Cost	Date Acquired	Net Value as 9/18/2026	Fixed Asset #	Bev's Number	
2 Door Storage Unit - Maintenance	Office Furniture/Equipment	1		\$ 1,800.00	6/15/2000	\$ -	538		N/A
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		1341
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		1343
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		1345
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		1346
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		1347
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2097
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2098
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2099
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2102
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2103
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2113
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2116
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2118
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2106
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2108
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2120
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2094
Folding Metal Chair	Office Furniture/Equipment	1				\$ -	N/A		2117

[illegible]

Chairman - D. Craig Johnson

Date

9.24-26

Asst. Secretary - Mark Andrews

Date _____

9-24-26

RESOLUTION SAA 26-10

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S26-09 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 S26-09 as presented.

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

PASSED AND ADOPTED this 24th day of September 2026.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

Colleen Plonsky
Colleen Plonsky

Mike Willingham

RESOLUTION 26-11

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE THE 2026-2027 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 2026-2027 Budget as presented.

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

PASSED AND ADOPTED this 24th day of September 2026.



SEBRING AIRPORT AUTHORITY

By: _____
□ Mike Willingham, Executive Director

Date: September 24, 2026
To: Board of Directors
From: Colleen Plonsky, Director of Finance
Re: SAA 2026-2027 Budget

The proposed 2026-2027 SAA Budget includes total revenue of \$17,696,275.00. Operating revenue growth is driven primarily by FBO activity, while grant-funded capital projects represent a significant portion of total funding. The budget was prepared using actual results from the first ten months of the current fiscal year, October 2025 through July 2026. Those results were annualized and averaged, where appropriate, to estimate anticipated revenues and expenditures. All cumulative amounts were developed with input from the Executive Director and Deputy Director.

OPERATING REVENUE

Projected operating revenue is \$8,733,280.00, compared to \$8,031,374.00 in the 2025-2026 budget. The increase is primarily due to higher FBO revenue. FBO revenue is budgeted at \$3,341,150.00 for 2026-2027, up from \$2,797,900.00 in the 2025-2026 budget, because of increased Avgas and Jet A fuel sales. The budget assumes T-Hangar occupancy will remain at or above 90% and Commercial Hangar occupancy will remain at 88%.

OPERATING EXPENSES

Operating expenses are projected to increase to \$8,401,827.00, compared to last year's budget of \$7,674,236.00. The increase is primarily related to higher fuel costs of goods sold and other contractual services.

Total Personnel Expense, which includes payroll taxes, retirement, overtime, and workers' compensation, is budgeted to increase by 5%. This adjustment accounts for salary increases for current staff.

Based on projected operating revenue of \$8,733,280.00 and operating expenses of \$8,401,827.00, the proposed budget reflects a positive operating margin of \$331,453.00 before CRA activity and grant-funded capital projects.

CRA

The CRA budget shows \$489,589.00 in incremental tax revenue, interest income of \$20,000.00, and the fund balance brought forward in the amount of \$621,283.00 for total revenue of \$1,130,872.00 and total expenditures of \$1,130,872.00.

GRANTS

Grant revenue is presented separately because these funds are tied to specific capital projects and do not represent recurring operating revenue.

Anticipated 2026-2027 grant revenue totals \$8,962,995.00, summarized below by funding source and project.

Funding Source	Project	Amount
FAA	Taxiway A Rehabilitation Design & Construction	\$5,108,563.00
FAA	Taxiway C Reconstruction	\$285,039.00
HUD	Infield Stormwater Drainage	\$3,044,630.00
Total Federal Grants		\$8,438,232.00
FJG	Webster Turn Drive Reconstruction	\$90,301.00
FDOT	Taxiway A Rehabilitation Design & Construction	\$375,000.00
FDOT	Taxiway C Reconstruction	\$59,462.00
Total State Grants		\$524,763.00
Total Grants		\$8,962,995.00

**SEBRING AIRPORT AUTHORITY
2026 - 2027 BUDGET SUMMARY**

		<u>10/01/26 - 09/30/27</u>
REVENUE		
CAPITAL INVESTMENT FEDERAL GRANT REVENUE	\$	8,438,232.00
CAPITAL INVESTMENT STATE GRANT REVENUE	\$	524,763.00
CAPITAL INVESTMENT LOCAL GRANT REVENUE	\$	-
CAPITAL INVESTMENT LOCAL OTHER REVENUE	\$	-
 Total GRANT Revenue:		 <u>\$ 8,962,995.00</u>
TOTAL SAA REVENUE	\$	4,261,258.00
TOTAL FBO/FTZ REVENUE	\$	3,341,150.00
TOTAL CRA REVENUE	\$	1,130,872.00
Total COST CENTER Revenue:		<u>\$ 8,733,280.00</u>
 TOTAL REVENUE	 \$	 <u><u>17,696,275.00</u></u>
 COST CENTER EXPENSES		
TOTAL SAA EXPENSES	\$	4,121,200.00
TOTAL FBO/FTZ EXPENSES	\$	3,149,755.00
TOTAL CRA EXPENSES	\$	1,130,872.00
 Total COST CENTER Expenses:		 <u>\$ 8,401,827.00</u>
CAPITAL INVESTMENT EXPENSES		<u>\$ 8,962,995.00</u>
 SAA BUDGETED OPERATING RESERVE		 <u>\$ 140,058.00</u>
FBO/FTZ BUDGETED OPERATING RESERVE		<u>\$ 191,395.00</u>
CRA BUDGETED OPERATING RESERVE		<u>\$ -</u>
 TOTAL 2026-2027 BUDGETED OPERATING RESERVE		 <u><u>\$ 331,453.00</u></u>

2026-2027 BUDGET		
SEBRING AIRPORT AUTHORITY (SAA)		
		2026-2027
		ANNUAL BUDGET
FEDERAL GRANT REVENUE		
331-620-131	FAA -TAXIWAY A REHABILITATION DESIGN & CONSTRUCTION	\$ 5,108,563.00
331-620-139	FAA - TAXIWAY C RECONSTRUCTION	\$ 285,039.00
331-501-146	HUD - INFIELD STORMWATER DRAINAGE	\$ 3,044,630.00
	TOTAL FEDERAL GRANT REVENUE	\$ 8,438,232.00
STATE GRANT REVENUE		
334-500-136	FL JOB GROWTH - WEBSTER TURN DRIVE RECONSTRUCTION	\$ 90,301.00
334-610-131	FDOT - TAXIWAY A REHABILITATION DESIGN & CONSTRUCTION	\$ 375,000.00
334-610-139	FDOT - TAXIWAY C RECONSTRUCTION	\$ 59,462.00
	TOTAL STATE GRANT REVENUE	\$ 524,763.00
LOCAL GRANT REVENUE		
	TOTAL LOCAL GRANT REVENUE	\$ -
OTHER GRANT REVENUE		
		\$ -
	TOTAL OTHER GRANT REVENUE	\$ -
SAA REVENUE		
342-200-SAA	FIRE PROTECTION FEES	\$ 160,000.00
343-500-SAA	REVENUE SALE OF WWTP TO CITY SEBRING	\$ 26,258.00
360-000-SAA	MISCELLANEOUS REVENUE	\$ 2,000.00
360-100-SAA	DISCOUNTS ALLOWED-SAA	\$ 400.00
360-500-SAA	SERVICE FEE INCOME - SAA	\$ 5,000.00
361-190-SAA	INTEREST INCOME - SAA	\$ 1,100.00
362-000-SAA	RENTAL INCOME - INDUSTRIAL	\$ 1,731,000.00
362-010-SAA	RENTAL INCOME - LAND	\$ 900,000.00
362-020-SAA	RENTAL INCOME-T/COMM HANGARS	\$ 181,000.00
362-030-SAA	RENTAL INCOME - New T/Comm Hangars	\$ 502,000.00
362-150-SAA	RENTAL INCOME-SIR SUBLEASES	\$ 17,000.00
362-200-SAA	RACE TRACK REVENUE - SIR	\$ 250,000.00
362-210-SAA	SIR SPECIAL EVTS-TICKET REV	\$ 275,000.00
364-400-SAA	GAIN/LOSS ON SALE OF ASSETS	\$ -
366-901-SAA	WORLD FUEL SPONSORSHIP AVIATION EDUCATION	\$ 7,500.00
369-601-SAA	CHATEAU ELAN OCCUPANCY CHARGE REVENUE	\$ 200,000.00
381-000-SAA	CRA FUNDS TRANSFER (OFFSET 512-092-SAA)	\$ -
381-999-SAA	TRANSFER IN REIMBURSABLE EXPENSES CRA	\$ 3,000.00
384-000-SAA	RECOVERY OF BAD DEBT	\$ -
	TOTAL SAA REVENUE	\$ 4,261,258.00
FBO REVENUE		
343-003-FBO	FBO TIE DOWN & HANGAR FEES	
344-000-FBO	FBO AVGAS FUEL SALES	\$ 650,000.00
344-000-FTZ	FUEL SALES - FTZ	\$ -
344-001-FBO	FBO JET A SALES	\$ 1,600,000.00
344-002-FBO	FBO PILOT SUPPLY SALES	\$ 4,000.00
344-007-FBO	FBO 100R SALES	\$ 25,000.00
344-008-FBO	FBO MILITARY JET A SALES	\$ 850,000.00
344-009-FBO	FBO OIL SALES	\$ 6,800.00
344-010-FBO	MILITARY AFTER HOURS FEES	\$ -
344-011-FBO	NONCONTRACT MILITARY FUEL SALE	\$ 30,000.00

2026-2027 BUDGET		
SEBRING AIRPORT AUTHORITY (SAA)		
		2026-2027
		ANNUAL BUDGET
344-014-FBO	FBO RAMP FEES & AFTER HOURS FEES	\$ 50,000.00
344-019-FBO	GPU USAGE FEES	\$ 6,000.00
344-020-fbo	FBO AFTER HOURS FEE	\$ 50,000.00
360-000-FBO	MISCELLANEOUS INCOME - FBO	\$ 9,500.00
360-101-FBO	FBO DISCOUNTS EARNED	\$ 4,500.00
361-190-FBO	INTEREST INCOME-FBO	\$ 350.00
369-200-FBO	FBO FUEL TAX REFUND	\$ 55,000.00
	TOTAL FBO REVENUE	\$ 3,341,150.00
CRA REVENUE		
361-190-CRA	INTEREST INCOME - CRA	\$ 20,000.00
386-700-CRA	CRA INCREMENTAL TAX REVENUE	\$ 489,589.00
389-000-CRA	BALANCE BROUGHT FORWARD	\$ 621,283.00
		\$ -
	TOTAL CRA REVENUE	\$ 1,130,872.00
	TOTAL GRANT REVENUE	\$ 8,962,995.00
	TOTAL COST CENTER REVENUE	\$ 8,733,280.00
	TOTAL REVENUE	\$ 17,696,275.00
SAA EXPENSES		
512-011-SAA	SAA EXECUTIVE SALARIES	\$ 350,000.00
512-012-SAA	SAA SALARIES	\$ 383,000.00
512-016-SAA	CAFETERIA PLAN EXPENSE	\$ 2,000.00
512-021-SAA	SAA GEN GOV'T-PAYROLL TAXES	\$ 52,000.00
512-022-SAA	SAA GENERAL GOV'T-RETIREMENT	\$ 182,000.00
512-023-SAA	SAA GENERAL GOV'T-HEALTH INS.	\$ 136,000.00
512-024-SAA	SAA W/C INSURANCE	\$ 3,000.00
512-025-SAA	SAA UNEMPLOYMENT (SUTA/FUTA)	\$ 1,000.00
512-030-SAA	SAA OPERATING EXPENSE	\$ 125,000.00
512-031-SAA	SAA PROFESSIONAL SERVICES	\$ 136,000.00
512-032-SAA	SAA ACCOUNTING & AUDIT FEES	\$ 65,000.00
512-033-SAA	SAA LEGAL SERVICES	\$ 250,000.00
512-034-SAA	SAA CONTRACTUAL SERVICES	\$ 380,000.00
512-035-SAA	SAA ENGINEERING SERVICES	\$ 450,000.00
512-036-SAA	SAA CONSULTING	\$ 5,000.00
512-040-SAA	SAA TRAVEL	\$ 30,000.00
512-041-SAA	SAA COMMUNICATION/TELEPHONE	\$ 32,000.00
512-042-SAA	SAA POSTAGE	\$ 1,800.00
512-043-SAA	SAA UTILITIES	\$ 90,000.00
512-044-SAA	SAA RENTALS & LEASES	\$ 35,000.00
512-045-SAA	SAA INSURANCE	\$ 264,000.00
512-046-SAA	SAA REPAIRS AND MAINTENANCE	\$ 500,000.00
512-047-SAA	SAA HANGAR REPAIRS & MAINTENANCE	\$ 75,000.00
512-049-SAA	SAA TAXES	\$ 125,000.00
512-050-SAA	SAA LICENSES AND PERMITS	\$ 3,000.00
512-051-SAA	SAA OFFICE SUPPLIES	\$ 3,000.00
512-052-SAA	SAA OPERATING SUPPLIES	\$ 12,000.00
512-054-SAA	SAA BOOKS, PUBLICATIONS& DUES	\$ 8,600.00
512-055-SAA	SAA ADVERTISING	\$ 9,600.00
512-056-SAA	SAA SEMINARS, CONV.,TRAIN.	\$ 5,000.00
512-060-SAA	SAA SOFTWARE, RELATED AGREEMTS	\$ 65,000.00
512-061-SAA	SAA COMPUTERS and ACCESSORIES	\$ 10,000.00

2026-2027 BUDGET		
SEBRING AIRPORT AUTHORITY (SAA)		
		2026-2027
		ANNUAL BUDGET
512-072-SAA	SAA INTEREST PAYMENTS-DEBT	\$ 250,000.00
512-082-SAA	SAA CHARITABLE CONTRIBUTIONS	\$ 200.00
512-089-SAA	SAA EARNED DISCOUNTS	\$ (18,000.00)
512-090-SAA	SAA PENALTIES AND FEES	\$ -
512-092-SAA	CRA FUNDS TRANSFER (381-000-SAA) OFFSET	\$ -
512-095-SAA	SAA-CHATEAU ELAN IMPROVEMENTS	\$ 100,000.00
512-100-SAA	SAA DEPRECIATION EXPENSE	\$ -
512-200-SAA	SAA BAD DEBT EXPENSE	\$ -
	TOTAL SAA EXPENSES (exc. Depreciation)	\$ 4,121,200.00
	SAA BUDGET OPERATING RESERVES	\$ 140,058.00
FBO EXPENSES		
512-001-FBO	FBO COGS - FUEL	\$ 2,300,000.00
512-002-FBO	FBO - COGS - OIL SALES	\$ 5,000.00
512-002-FBO	FBO COGS - FTZ	\$ -
512-003-FBO	FBO COGS - PILOT SUPPLIES	\$ 1,600.00
512-008-FBO	COGS - 100R	\$ 22,000.00
512-010-FBO	FBO CREDIT CARD FEES	\$ 65,000.00
512-012-FBO	FBO SALARIES	\$ 350,000.00
512-016-FBO	FBO CAFETERIA PLAN EXPENSE	\$ 6,000.00
512-021-FBO	FBO PAYROLL TAXES	\$ 25,000.00
512-022-FBO	FBO RETIREMENT	\$ 48,000.00
512-023-FBO	FBO HEALTH INSURANCE	\$ 118,000.00
512-024-FBO	FBO W/C INSURANCE	\$ 8,500.00
512-025-FBO	FBO UNEMPLOYMENT EXPENSE	\$ 100.00
512-030-FBO	FBO OPERATING EXPENSE	\$ 25,000.00
512-031-FBO	FBO PROFESSIONAL SERVICES	\$ 19,000.00
512-033-FTZ	FTZ LEGAL SERVICES	\$ -
512-034-FBO	FBO CONTRACTUAL SVCS	\$ -
512-039-FBO	FBO MILITARY OPERATING EXP	\$ 11,000.00
512-040-FBO	FBO TRAVEL AND MEALS	\$ -
512-041-FBO	FBO COMMUNICATIONS/TELE.	\$ 21,000.00
512-042-FBO	FBO POSTAGE	\$ 250.00
512-043-FBO	FBO UTILITIES	\$ 12,500.00
512-044-FBO	FBO RENTALS AND LEASES	\$ 10,000.00
512-045-FBO	FBO GEN. LIAB. INSURANCE	\$ 8,500.00
512-046-FBO	FBO REPAIRS & MAINTENANCE	\$ 35,000.00
512-047-FBO	FBO PRINTING	\$ -
512-048-FBO	FBO MARKETING & PROMOTION	\$ -
512-050-FBO	FBO LICENSES AND PERMITS	\$ -
512-051-FBO	FBO OFFICE SUPPLIES	\$ 1,100.00
512-052-FBO	FBO OPERATING SUPPLIES	\$ 15,000.00
512-054-FBO	FBO BOOKS/PUBLICATIONS/DUES	\$ -
512-055-FBO	FBO ADVERTISING	\$ -
512-056-FBO	FBO SEMINARS AND CONVENTIONS	\$ 2,000.00
512-058-FBO	FBO CASH OVER AND SHORT	\$ 5.00
512-060-FBO	FBO SOFTWARE, RELATED AGREEMENTS	\$ 29,000.00
512-061-FBO	FBO COMPUTER ASSESSORIES	\$ 3,000.00
512-145-FBO	FBO POLLUTION INSURANCE TRUCKS	\$ 8,200.00
	TOTAL FBO/FTZ EXPENSES	\$ 3,149,755.00
	FBO BUDGET OPERATING RESERVES	\$ 191,395.00

2026-2027 BUDGET		
SEBRING AIRPORT AUTHORITY (SAA)		
		2026-2027
		ANNUAL BUDGET
CRA EXPENSES		
512-031-CRA	CRA PROFESSIONAL SERVICES	\$ 20,000.00
512-033-CRA	CRA LEGAL SERVICES	\$ 4,000.00
512-042-CRA	CRA POSTAGE	\$ 30.00
512-045-CRA	CRA INSURANCE	\$ 3,000.00
512-050-CRA	CRA LICENSES AND PERMITS	\$ 500.00
512-054-CRA	CRA BOOKS, PUBLICATIONS & DUES	\$ 1,000.00
512-055-CRA	CRA ADVERTISING	\$ -
512-091-CRA	CRA AGREEMENTS (NON-SAA)	\$ -
512-092-CRA	CRA AGREEMENTS (SAA)	\$ -
512-999-CRA	TRANSFER OUT REIMBURSABLE EXPENSES	\$ 3,000.00
542-317-CRA	FUTURE CAPITAL PROJECT AIRPORT SIGNAGE	\$ 35,000.00
542-325-CRA	FUTURE CAPITAL PROJ CANAL CLEARING	\$ 200,000.00
542-400-CRA	FUTURE CAPITAL PROJ SITE IMPROVEMENTS DUC PROPELLERS FUTUR	\$ 400,000.00
542-401-CRA	FUTURE CAPITAL PROJECT BLDGS 916 917 918 MAINT & REPAIRS	\$ 7,702.00
542-407-CRA	FUTURE CAPITAL PROJ SITE ONE OFFICE IMPROVEMENTS	\$ 100,000.00
542-418-CRA	FUTURE CAPITAL PROJ TERMINAL REMODEL FOR SEPARATE LEASEHO	\$ 150,000.00
542-420-CRA	FUTURE CAPITAL PROJ BUILDING REPAIRS AND MAINTENANCE	\$ 156,640.00
542-421-cra	FUTURE CAPITAL PROJ SECURITY GATE (24) RELOCATION	\$ 50,000.00
	TOTAL CRA EXPENSES	\$ 1,130,872.00
	CRA BUDGET OPERATING RESERVES	\$ -
	TOTAL EXPENSES	\$ 8,401,827.00
	COMBINED BUDGETED OPERATING RESERVE (excluding Depreciation)	\$ 331,453.00

Sebring Airport Authority

Agenda Item Summary

Meeting Date: September 24, 2026

Presenter: Andrew Bennett

Agenda Item: Interlocal Agreement (ILA) Highlands County and Sebring Airport Authority – Amendment 2 – Reconstruction and Rehabilitation of Webster Turn Drive

Background:

The County approved the ILA agreement in June 2023 and Amendment 1 in January 2026 for the reconstruction and rehabilitation of Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue. Amendment 2 requires the Authority to comply with applicable state and federal funding requirements. The amendment updates Paragraph 20 to add the following terms, *The Authority acknowledges that the Project may be funded wholly or in part through State and/or Federal grant or other funding and the Authority hereby agrees that it will comply with all State and Federal rules, regulations and directives, where applicable, including but not limited to those set forth in Exhibit “A”, attached hereto. Each provision of law and each clause, which is required by law to be inserted in this Agreement, shall be deemed to have been inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, the parties agree that upon such discovery, this Agreement shall be amended through a written instrument to make the insertion or correct the error.* All other terms of the original agreement remain unchanged, and in the event of any conflict, this amendment takes precedence.

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

Board Action:

Approved **X**
Denied
Tabled

**AMENDMENT 2 TO
INTERLOCAL AGREEMENT BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE SEBRING AIRPORT AUTHORITY RELATED TO THE
RECONSTRUCTION AND REHABILITATION OF WEBSTER TURN DRIVE**

THIS AMENDMENT 2 is entered into by and between Highlands County, a political subdivision of the State of Florida (“County”) and the Sebring Airport Authority, a public body corporate and politic created and existing pursuant to Chapter 67-2070, Laws of Florida (“Authority”), and shall modify the terms and conditions of that Interlocal Agreement approved by the County on the 6th day of June 2023, and Amendment 1 thereto approved by the County on January 6, 2026 (collectively referred to as the “Agreement”), related to the reconstruction and rehabilitation of Webster Turn Drive, a County maintained roadway located within the Sebring Regional Airport and Industrial Park (“Project”).

1. The Agreement is hereby amended to add the following terms:

20. The Authority acknowledges that the Project may be funded wholly or in part through State and/or Federal grant or other funding and the Authority hereby agrees that it will comply with all State and Federal rules, regulations and directives, where applicable, including but not limited to those set forth in **Exhibit “A”**, attached hereto. Each provision of law and each clause, which is required by law to be inserted in this Agreement, shall be deemed to have been inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, the parties agree that upon such discovery, this Agreement shall be amended through a written instrument to make the insertion or correct the error.

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

3. This Amendment 2 may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same document. Electronic signatures shall be valid and sufficient to bind any party to this Amendment 2. Signatures to this Amendment 2 transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment 2 effective on the date of execution by the County.

HIGHLANDS COUNTY,

Don Elwell, Chair, Highlands County
Board of County Commissioners

Date: _____

ATTEST:

Jerome Kaszubowski, Clerk

SEBRING AIRPORT AUTHORITY



Print Name: D. Craig Johnson

Title: Chairman

Date: 9-24-26

ATTEST:



Print: Mark Andrews

Title: Assistant Secretary

EXHIBIT "A"

Catalog of State Financial Assistance (CSFA) Number: 55.009 – Small County Outreach Program (SCOP)

State Project: FDOT Financial Project No.: 446366-1-54-01; Webster Turn Drive from Haywood Taylor Boulevard to Boeing Avenue,

Grant Award Amount: \$595,308.00

Funding and State Audit Requirements

- A. The Authority must comply with the Florida Single Audit Act under Florida Statutes, Section 215.97 if the statutory threshold is met.
- B. Pursuant to Rule 69I-5.006, F.A.C., the COUNTY, FDOT, the Chief Inspector General for the State of Florida, and the Florida Auditor General (or any authorized representatives) shall have the full right of access to any documents, financial statements, papers, or other records of the Authority which are pertinent to this Agreement.
- C. The Authority agrees to cooperate with monitoring procedures by the COUNTY, FDOT, or the Department of Financial Services ("DFS"), including on-site visits, limited scope audits, and reviews by the Chief Financial Officer or Auditor General.
- D. The Authority must adhere to the State Projects Compliance Supplement on the DFS FSAA Portal, utilizing funds strictly for eligible road and infrastructure improvements under Florida Statutes, Section 339.2818.

Florida Department of Transportation (FDOT) Requirements:

- A. **FDOT Regulations.** The Authority hereby agrees to comply with the following and to the extent any such following terms and conditions set forth herein are inconsistent with the terms and conditions of the Agreement between the Authority and the County, the terms and conditions set forth herein shall prevail:
 - 1. **FDOT Standard Specifications for Road and Bridge Construction.** The most current version, Division II and Division III specifications. For purposes of this Agreement, in the FDOT Standard Specifications, the term "Department" shall be interpreted to mean "COUNTY" as defined herein and the terms "Director" or "Engineer" shall be interpreted to mean the "Highlands County Engineer."
 - 2. **Indemnification.**
In addition to the Indemnification set forth in the Agreement

between the parties, the following Indemnification is required by the State of Florida, Department of Transportation ("Department": To the extent provided by law, the Authority shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Authority, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Authority.

The foregoing indemnification shall not constitute a waiver of the Department's or the COUNTY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Authority to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Authority to indemnify the Department for negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

3. Insurance.

The Authority shall add: "The State of Florida Department of Transportation, an agency of the State of Florida" as an Additional Insured and Certificate Holder on all Certificates of Insurance required by the Agreement between the COUNTY and the Authority. Policies that include Self Insured Retention will not be accepted.

4. Records.

The Authority shall maintain an accounting system or separate accounts to ensure fund and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made.

5. Truth-in-Negotiation Certificate.

The signing of the Agreement between the COUNTY and the Authority shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement.

Those rates and costs shall be adjusted to exclude any significant sums if the COUNTY determines 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 COUNTY is

entitled to exercise its rights under this "Certificate" within one year following final payment.

6. Cooperation with the Inspector General.

The Authority understands and will comply with Florida Statutes, Section 20.055(5), and agrees to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Authority shall provide access to all records, data, and other information necessary for the Inspector General's duties, ensuring this provision is included in all subcontracts.

B. Federal Regulations. To the extent the Project is funded wholly or in part through the federal government, whether by grant or otherwise, the Authority hereby agrees to comply with the following and to the extent any such following terms and conditions set forth herein are inconsistent with the terms and conditions of the Agreement between the Authority and the COUNTY, the terms and conditions set forth herein shall prevail:

1. Rights of the COUNTY and the federal government.

It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

2. Ownership of data.

All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the COUNTY upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the COUNTY at any time during the performance of the Project and/or completion or termination of the Agreement between the COUNTY and the Authority. Upon delivery to the COUNTY of said document(s), the COUNTY will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Authority will not copyright any material and products or patent any invention developed under the Agreement between the COUNTY and the Authority. The COUNTY will have the right to visit the site for inspection of the work and the products of the Authority at any time.

3. Prohibition against supplemental agreement(s).

It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the Parties hereto with regard to the work to be performed hereunder without

the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

4. Access to records.

The Authority shall provide access by the Florida Department of Transportation (recipient), the COUNTY (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Authority which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. Compliance with Regulations.

The Authority shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

6. Nondiscrimination.

The Authority, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Authority shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

7. Solicitations for subcontracts, including procurements of materials and equipment.

In all solicitations made by the Authority, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Authority of the Authority's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

8. Information and Reports.

The Authority will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida

Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Authority is in the exclusive possession of another who fails or refuses to furnish this information, the Authority shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

9. Sanctions for Noncompliance.

In the event of the Authority's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Authority under the contract until the Authority complies and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

10. Incorporation or Provisions.

The Authority will include the provisions of Sections B.3. through B.11. in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Authority shall take such action with respect to any subcontract or procurement as the COUNTY, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Authority becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Authority may request the COUNTY to enter into such litigation to protect the interests of the COUNTY, and, in addition, the Authority may request the United States to enter into such litigation to protect the interests of the United States.

11. Compliance with Nondiscrimination Statutes and Authorities.

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); and 49 CFR Part 21; 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); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (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); Titles II and III of the Americans with Disabilities Act, which 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 (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); 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).

12. Interest of Members of Congress.

No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

13. Interest of Public Officials.

No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

14. Participation by Disadvantaged Business Enterprises.

The Authority shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Authority and any contractor or subcontractor.

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

Pursuant to 49 CFR 26.11(c), the Authority shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Authority shall request access to the EOC system using Form No. 275-021-30.

15. Prompt Payment of and Return of Retainage to Subconsultants.

The Authority will pay monies owed to contractors, subcontractors, suppliers or other parties within thirty (30) days of the Authority receiving payment from the COUNTY. The COUNTY is prohibited from withholding retainage from the Authority. To the extent the Authority withholds retainage from its contractors and/or subcontractors, it must be returned in its entirety within thirty (30) days of satisfactory completion of the work. The COUNTY is the arbiter of what constitutes satisfactory completion. These provisions apply to all contractors and subcontractors and at all tiers of contracting and subcontracting.

16. Incorporation of 18 USC 1020.

It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

17. Required Certifications.

It is understood and agreed that if the Authority at any time learns that the

certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Authority shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Authority in all lower tier covered transactions and in all aforementioned federal regulation.

18. Certification by the COUNTY of no contingent fees.

The COUNTY hereby certifies that neither the Authority nor the Authority's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The COUNTY further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

19. Certification by the Authority of no contingent fees.

The Authority hereby certifies that it has not

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
- b. 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; or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Authority further acknowledges that this agreement will be furnished to the COUNTY, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

20. Clean Air Act.

The Authority agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended.

The AUTHORITY agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The AUTHORITY agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

21. Federal Water Pollution Control Act.

The Authority agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Authority agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22. Byrd Anti-Lobbying.

Contract recipients awarded a contract of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

23. CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS.

(Compliance with 49 CFR, Section 20.100(b))(1) The Authority certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Authority, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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. (3) The Authority also certifies by signing this contract that the Authority shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

24. Statement for loan guarantees and loan insurance.

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. Buy America.

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 per 2 CFR part 200.322.

"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.

"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.

Furthermore, Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

26. Compliance with the Davis-Bacon Act.

All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Authority shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. 2. The Authority is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

27. Compliance with the Copeland "Anti-Kickback" Act.

1.) The Authority shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Page 57 of 72 2.) The Authority shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may, by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Authority shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses. 3.) A breach of the contract clauses above may be grounds for termination of the Agreement.

28. Rights to Inventions Made Under a Contract or Agreement.

(2 CFR §200.326 Appendix II to Part 200 (F)) 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.

29. Debarment And Suspension.

(2 CFR §200.326 Appendix II to Part 200 (H)) A contract cannot be awarded to parties listed on the government-wide 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." The Excluded Parties List System in SAM 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 Page 58 of 72 12549. The Authority agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Authority further agrees to include a provision requiring such compliance in its lower-tier transactions.

30. Procurement Of Recovered Materials.

(2 CFR §200.322). The Authority 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 by 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.

31. Contracting with Small and Minority Businesses, Women's Business Enterprises. and Labor Surplus Area Firms.

(2 CFR §200.321) Should the Authority and its contractors or sub-Contractors subcontract any of the work under this Contract, the Authority, its contractors and subcontractors shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and

women's business enterprises; and use 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. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

32. Energy Efficiency and Conservation.

The Authority shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

33. Civil Rights Compliance.

The Authority shall ensure there is no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the Civil Rights Act of 1964.

34. Huawei and ZTE restrictions.

2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial ... component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

35. Affirmative Action.

The Authority must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

36. Conflicts of interest.

Neither the Authority nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the COUNTY or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any

such interest, and if such interest is immediately disclosed to the COUNTY, the COUNTY, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the COUNTY or the locality relating to such contract, subcontract or arrangement. The COUNTY shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the COUNTY or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the COUNTY and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

C. Federal Highway Administration Regulations.

To the extent the Project is funded wholly or in part through the Federal Highway Administration, whether by grant or otherwise, the Authority hereby agrees to comply with the following and to the extent any such following terms and conditions set forth herein are inconsistent with the terms and conditions of the Agreement between the Authority and the COUNTY, the terms and conditions set forth herein shall prevail:

1. Form FHWA-1273, attached hereto as **Exhibit "B,"** as may be amended from time to time, if applicable, is hereby incorporated into and made a part of the Agreement between the COUNTY and the Authority.
2. The current Federal Wage Rate Table, attached hereto as **Exhibit "C,"** as may be amended from time to time, if applicable, is hereby incorporated into and made a part of the Agreement between the COUNTY and the Authority.

EXHIBIT "B"

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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 be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which 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 cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "C"

"General Decision Number: FL20260251 01/02/2026

Superseded General Decision Number: FL20250251

State: Florida

Construction Type: Highway

County: Highlands County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUFL2022-020 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.50	0.00
ELECTRICIAN.....	\$ 24.08	3.40
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.18	0.00
LABORER: Common or General.....	\$ 13.14	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.43	3.75
LABORER: Pipelayer.....	\$ 19.93	0.00
LABORER: Grade Checker.....	\$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.64	2.89
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 26.54	11.00
OPERATOR: Boom.....	\$ 33.61	11.50

OPERATOR: Broom/Sweeper.....	\$ 17.00	0.72
OPERATOR: Bulldozer.....	\$ 21.25	1.57
OPERATOR: Crane.....	\$ 31.54	0.00
OPERATOR: Grader/Blade.....	\$ 19.25	0.00
OPERATOR: Loader.....	\$ 18.99	0.00
OPERATOR: Mechanic.....	\$ 29.69	0.00
OPERATOR: Milling Machine.....	\$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.87	0.00
OPERATOR: Piledriver.....	\$ 25.18	0.00
OPERATOR: Roller.....	\$ 18.37	0.00
OPERATOR: Scraper.....	\$ 15.54	0.00
OPERATOR: Screed.....	\$ 20.47	0.00
OPERATOR: Tractor.....	\$ 16.00	0.68
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 16.37	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.68	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 21.42	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 16.55	0.00
TRUCK DRIVER: Water Truck.....	\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 23.36	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

RESOLUTION NO. 26-12

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY
APPROVING AND AUTHORIZING THE EXECUTION AND
DELIVERY OF A PROMISSORY NOTE AND ALL OTHER LOAN
DOCUMENTS AS REQUIRED BY SEACOAST NATIONAL BANK
TO RENEW THE \$1,000,000.00 UNSECURED REVOLVING LINE
OF CREDIT BEARING LOAN NO. 160107371, AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the Sebring Airport Authority desires to renew the unsecured \$1,000,000.00 Revolving Line of Credit to provide working capital as may be needed; and

WHEREAS, Seacoast National Bank is willing to renew Loan No. 160107371 to the Sebring Airport Authority on the terms described on the Loan Documents, as that term is defined below

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

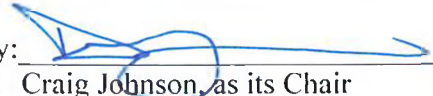
1. The Promissory Note, Disbursement Authorization, Governmental Certificate, Addendum to Governmental Certificate, Disbursement Request and Authorization, Business Loan Agreement, Automatic Transfer Authorization and Commercial Loan Application – Summary with Seacoast National Bank (collectively the “Loan Documents”) for new Loan No. 160107371-1 are hereby approved.

2. The Chair or Vice Chair and the Secretary or the Executive Director or any designee thereof are authorized and directed to execute on behalf of the Authority and deliver the Loan Documents and all other documents required by this revolving line of credit with Seacoast National Bank.

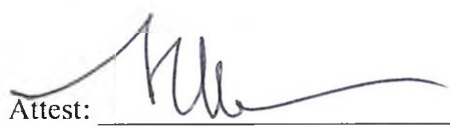
3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 24th day of September 2026.

SEBRING AIRPORT AUTHORITY

By: 

☐ Craig Johnson, as its Chair

Attest: 

☐ Mark Andrews, as its Assistant Secretary



000000160107371-140250924202601

AUTHORIZATION FOR DISBURSEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

IN ADDITION TO MYSELF, I HEREBY CERTIFY, THAT THE FOLLOWING PERSONS ARE AUTHORIZED TO REQUEST DISBURSEMENTS UNDER THE ABOVE REFERENCED LOAN.

William M. E

Print Name

Executive Director

Title

Signature

Colleen Plonsky

Print Name

Director of Finance

Title

Signature

Andrew Bennett

Print Name

Deputy Director

Title

Signature

BORROWER:

SEBRING AIRPORT AUTHORITY

By:

DONALD C JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

Sign
Here

MARK L ANDREWS, Assistant Secretary of
SEBRING AIRPORT AUTHORITY

Sign
Here

August 21, 2026

SEBRING AIRPORT AUTHORITY
128 Authority Lane
Sebring, FL 33870

Dear Borrower:

Seacoast National Bank (the "Lender") has agreed to extend the maturity date of that certain Promissory Note (the "Note") dated as of August 21, 2025, in the principal amount of \$500,000.00. SEBRING AIRPORT AUTHORITY (the "Borrower") will continue to make monthly interest payments beginning September 21, 2026 and one final payment of principal and all accrued interest on September 24, 2026. No other terms and conditions of the loan have changed.

The execution, delivery and performance of this letter by the Lender and the acceptance by the Lender of the Borrower's performance hereunder: (a) shall not constitute a waiver or release by the Lender of any default that may now or hereafter exist under the Note; (b) shall not constitute a novation; and (c) except as expressly provided in this letter, shall be without prejudice to, and is not a waiver or release of, the Lender's rights at any time in the future to exercise any and all rights conferred upon the Lender by the Note or any other documents related to this Note or otherwise at law or in equity, including but not limited to the right to institute foreclosure proceedings against any collateral and to exercise any other right under the Note and other loan documents or otherwise. By execution hereof, Borrower acknowledges that Borrower has no defenses, counterclaims, or claims to rights of offset with respect to the repayment of the Note or with respect to the validity or enforceability of any of the loan documents executed in connection with or given as security for the Note.

Sincerely,

By: 

Print Name: Charles Henn

Title: VP, Commercial Banker



Acknowledged this 24 day of September 2026

BORROWER(S):

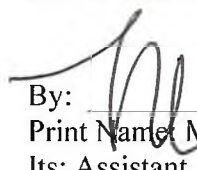
SEBRING AIRPORT AUTHORITY

By: 

Print Name: DONALD C JOHNSON

Its: Chairman

**Sign
Here**

By: 

Print Name: MARK L ANDREWS

Its: Assistant Secretary

**Sign
Here**

The undersigned Guarantors have guaranteed (the "Guaranty") to the Lender, the payment and performance of the Note, including any renewals or modifications of the Note. The Lender and Borrower have extended the maturity date of the Note as set forth above. Please reaffirm, by executing this letter and returning it to the Lender, (i) that following modification of the Note as set forth above, your Guaranty remains in full force and effect, including with respect to Note as modified by this agreement; and (ii) that your reaffirmation will not be required as to further amendments to the Note as a result of this reaffirmation having been obtained.

PURSUANT TO SECTION 201.24, FLORIDA STATUTES, BORROWER IS AN ENTITY EXEMPT FROM PAYMENT OF DOCUMENTARY STAMP TAXES AND SUCH TAXES ARE NOT REQUIRED.



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GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Entity: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

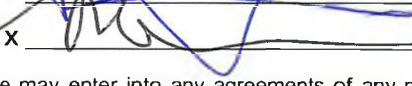
Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is SEBRING AIRPORT AUTHORITY ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Florida. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 128 AUTHORITY LANE, SEBRING, FL 33870-7526. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **September 24, 2026**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of SEBRING AIRPORT AUTHORITY:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
DONALD C JOHNSON	Chairman	Y X	
MARK L ANDREWS	Assistant Secretary	Y X	

Sign Here

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Subordination. To subordinate, in all respects, any and all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from any person or entity to the Entity to all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from such person or entity to Lender ("Subordinated Indebtedness"), together with subordination by the Entity of any and all security interests of any kind, whether now existing or hereafter acquired, securing payment or performance of the Subordinated Indebtedness; all on such subordination terms as may be agreed upon between the Entity's Officials and Lender and in such amounts as in their judgment should be subordinated.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under



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Loan No: 160107371-1

**GOVERNMENTAL CERTIFICATE
(Continued)**

Page 2

such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

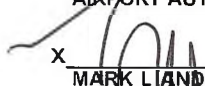
We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated September 24, 2026.

CERTIFIED TO AND ATTESTED BY:

X


DONALD C JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

X


MARK L ANDREWS, Assistant Secretary of SEBRING
AIRPORT AUTHORITY

Sign
Here

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.



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BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

THIS BUSINESS LOAN AGREEMENT dated September 24, 2026, is made and executed between SEBRING AIRPORT AUTHORITY ("Borrower") and Seacoast National Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of September 24, 2026, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LINE OF CREDIT. The Indebtedness includes a revolving line of credit.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Default. There shall not exist at the time of any Advance a Default under this Agreement or under any Related Document.

Draw Requests. Borrower shall submit a written request for any Advance in the form attached hereto titled "Revolving Line of Credit Draw Request" (the "Draw Request"). The Draw Request shall be signed by Borrower, or a representative of Borrower given authorization to request Advances within the form attached hereto titled "Authorization for Disbursement", and shall specify the amount of the Advance requested in minimum increments of \$1,000.00, but in no event shall the Advance amount exceed the remaining available principal balance of the Loan. Upon Lender's review and approval of the Draw Request, Lender (at Lender's sole discretion) shall make the Advance thereunder directly to the Borrower by the deposit of funds directly to the Borrower's Seacoast National Bank deposit account.

Term of Line. The loan shall be represented and evidenced by a Promissory Note ("Note") and other Related Documents. The Note shall be payable on the demand of the Lender at any time. The Lender shall have the right, at its sole discretion, to set a specific term for the repayment of the Note upon written notice thereof to the Borrower. The Lender's obligation to make advances under this Loan Agreement shall expire three (3) years from the date of this Loan Agreement or at such time as the Lender demands the payment of the Note, whichever first occurs. The Lender's obligation to make advances under this Loan Agreement shall be subject to the Borrower's continued banking relationship with the Lender and the continued satisfactory financial condition of the Borrower, in the sole judgment of the Lender. All advances made under this Loan Agreement shall be at the sole discretion of the Lender. The Loan and this Loan Agreement may be extended by the Lender for successive three (3) year terms, at the sole discretion of the Lender, by written notice thereof to the Borrower.

Loan Expiration. The Borrower acknowledges and agrees that, upon the expiration of the term of this Loan, the Lender is under no obligation to refinance this Loan. The Borrower further acknowledges and agrees that the repayment of this Loan must be made from other assets of the Borrower or financing from another lender.

Annual Review. This line of credit is subject to annual review by Lender. Borrower agrees to provide any financial information requested by Lender.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 128 AUTHORITY LANE, SEBRING, FL 33870-7526. Unless Borrower has designated otherwise in writing, the principal office is the office at



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BUSINESS LOAN AGREEMENT (Continued)

Loan No: 160107371-1

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which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent



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basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Beneficial Ownership Information. Comply with all beneficial ownership information reporting requirements of the Corporate Transparency Act and its implementing regulations (collectively the CTA), if applicable to that Borrower. Any Borrower that is or becomes a reporting company as defined in the CTA: (1) has filed, or will file within required timeframes a complete and accurate report of its beneficial ownership information with the Financial Crimes Enforcement Network (FinCEN) as required by the CTA; (2) will update or correct its beneficial ownership information with FinCEN within required timeframes upon any change in its beneficial ownership information; (3) will provide Lender with a copy of its beneficial ownership information report filed with FinCEN upon request; (4) consents to allow Lender to obtain from FinCEN beneficial ownership information filed by Borrower; and (5) will notify Lender in writing of any change in its beneficial ownership information within 30 days of such change.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to



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exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including finance leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

EFFECT OF DEFAULT. Upon Default, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

BANKING RELATIONSHIP. Borrower will maintain their primary deposit relationship with Lender for the term of the loan.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the



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provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to personal jurisdiction of the state courts having jurisdiction over MARTIN County, State of Florida or, if there is federal subject matter jurisdiction, in the federal court in the federal judicial district in which MARTIN County, State of Florida is located. Borrower also agrees Lender may bring any action to enforce Lender's rights with respect to any of the collateral securing the Note including, without limitation, to foreclose Lender's security interest in such collateral, in any state court or, if there is federal subject matter jurisdiction, in the federal court in any federal judicial district in which any such collateral may be found, and Borrower submits to the personal jurisdiction of any such court. Borrower waives any claim of inconvenient forum or that venue is otherwise improper in any court designated in this provision.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise



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defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means SEBRING AIRPORT AUTHORITY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Seacoast National Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated September 24, 2026 and executed by SEBRING AIRPORT AUTHORITY in the principal amount of \$1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

OCBOA. The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law,



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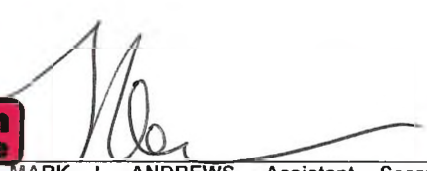
contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 24, 2026.

BORROWER:

SEBRING AIRPORT AUTHORITY

By:  **Sign Here**
DONALD C. JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

 **Sign Here**
MARK L. ANDREWS, Assistant Secretary of
SEBRING AIRPORT AUTHORITY

LENDER:

SEACOAST NATIONAL BANK

By:  **Authorized Signer**



000000160107371-109550924202601

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

Principal Amount: \$1,000,000.00

Date of Note: September 24, 2026

AMENDED AND RESTATED NOTE. Borrower acknowledges, agrees and understands that this Note is an amendment, modification and restatement of, but not a novation of, that certain Promissory Note dated August 21, 2025, in the principal amount of \$500,000.00, given by Borrower in favor of HEARTLAND NATIONAL BANK, predecessor in interest to Lender, as the same may have been amended or modified from time to time ("Prior Note"). Borrower also agrees that: (a) the obligations of Borrower as evidenced by the Prior Note shall continue in full force and effect, as amended and restated by this Note, all of such obligations being hereby ratified and confirmed by Borrower; (b) any and all liens, pledges, assignments and security interests securing the Borrower's obligations under the Prior Note shall continue in full force and effect, are hereby ratified and confirmed by Borrower, and are hereby acknowledged by Borrower to secure, among other things, all of Borrower's obligations to Lender under this Note, with the same priority, operation and effect as that relating to the obligations under the Prior Note (including, but not limited to, any collateral described in the Collateral section below) and (c) nothing herein contained shall be construed to extinguish, release, or discharge, or constitute, create, or effect a novation of, or an agreement to extinguish, the obligations of Borrower with respect to the indebtedness originally described in the Prior Note or any of the liens, pledges, assignments and security interests securing such obligations.

PROMISE TO PAY. SEBRING AIRPORT AUTHORITY ("Borrower") promises to pay to Seacoast National Bank ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of One Million & 00/100 Dollars (\$1,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 21, 2026, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 7.000% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 7.000%. If Lender determines, in its sole discretion, that the index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) as part of the rate determination. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the effective rate of interest on this Note be less than 6.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Seacoast National Bank, Attn: Loan Servicing, P.O. Box 9012 Stuart, FL 34995.

LATE CHARGE. If a regularly scheduled interest payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$5.00, whichever is greater. If Lender demands payment of this loan, and Borrower does not pay the loan in full within 10 days after Lender's demand, Borrower also will be charged either 5.000% of the unpaid portion of the sum of the unpaid principal plus accrued unpaid interest or \$5.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.



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PROMISSORY NOTE (Continued)

Loan No: 160107371-1

Page 2

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to personal jurisdiction of the state courts having jurisdiction over MARTIN County, State of Florida or, if there is federal subject matter jurisdiction, in the federal court in the federal judicial district in which MARTIN County, State of Florida is located. Borrower also agrees Lender may bring any action to enforce Lender's rights with respect to any of the collateral securing the Note including, without limitation, to foreclose Lender's security interest in such collateral, in any state court or, if there is federal subject matter jurisdiction, in the federal court in any federal judicial district in which any such collateral may be found, and Borrower submits to the personal jurisdiction of any such court. Borrower waives any claim of inconvenient forum or that venue is otherwise improper in any court designated in this provision.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including electronic records.

FINANCIAL STATEMENTS. Borrower shall furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

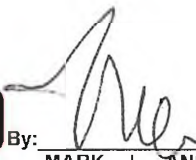
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

SEBRING AIRPORT AUTHORITY

By: 
DONALD C. JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

Sign
Here

By: 
MARK L. ANDREWS, Assistant Secretary of
SEBRING AIRPORT AUTHORITY

Sign
Here



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Loan No: 160107371-1

**PROMISSORY NOTE
(Continued)**

Page 3

Florida Documentary Stamp Tax

PURSUANT TO SECTION 201.24, FLORIDA STATUTES, BORROWER IS AN ENTITY EXEMPT FROM PAYMENT OF DOCUMENTARY STAMP TAXES AND SUCH TAXES ARE NOT REQUIRED.

LaserPro, Ver. 26.1.10.001 Copr. Finestra USA Corporation 1997, 2020. All Rights Reserved. - FL c:\LASERPRO\CFILPLID20.FC TR-75594 PR-40



000000160107371-140200924202601

COOPERATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

The undersigned Borrower(s) and Guarantor(s) in consideration of a loan received from Seacoast National Bank, hereinafter referred to as "Lender", agrees, if requested by Lender or it's closing agent, to fully cooperate and adjust for clerical errors in the correction or completion of loan closing documents as deemed necessary or desirable by Lender or it's closing agent. The Borrower(s) and Guarantor(s) understand that this may include the correction or execution of a new mortgage, security agreement and/or other closing documents to reflect the agreed upon terms.

BORROWER:

SEBRING AIRPORT AUTHORITY

By:

DONALD C JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

Sign
Here

MARK L ANDREWS, Assistant Secretary of
SEBRING AIRPORT AUTHORITY

Sign
Here



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SAME NAME AFFIDAVIT

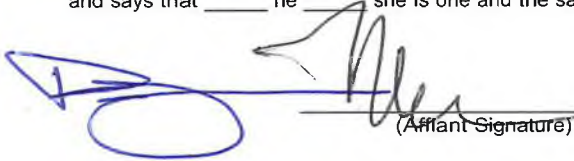
Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

STATE OF Florida
COUNTY OF Highlands

ON THIS DAY, before me the undersigned personally appeared DONALD C JOHNSON ("Affiant"), who being first duly sworn, on oath, deposes and says that _____ he _____ she is one and the same person as DONALD CRAIG JOHNSON and CRAIG JOHNSON.


(Affiant Signature)

Sign Here

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ on line notarization, this 24 day of September, 2026, by Donald C. Johnson and Craig Johnson, who is personally known to me or has produced a driver's license as identification.

Signature of Notary Public

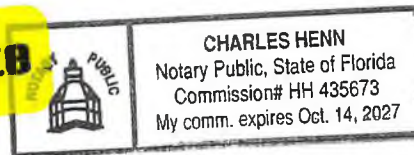
Print, type or stamp Notary name

HH 435673

Notary Commission Expiration Date

(Notary Seal).

Notarize





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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$1,000,000.00 due on demand. This is an unsecured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
- ☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Increase for working capital needs.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,000,000.00 as follows:

Undisbursed Funds:	\$1,000,000.00
Note Principal:	\$1,000,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$2,850.00
\$2,500.00 Renewal Fee	
\$200.00 Document Preparation Fee	
\$150.00 Credit Investigation Fee	
Total Charges Paid in Cash:	\$2,850.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 24, 2026.

BORROWER:

SEBRING AIRPORT AUTHORITY

By: 
DONALD C JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

Sign
Here


MARK L ANDREWS, Assistant Secretary of
SEBRING AIRPORT AUTHORITY

Sign
Here



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REVOLVING LINE OF CREDIT DRAW REQUEST

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

FOR LENDER USE ONLY:

DATE RECEIVED: _____ TIME: _____

APPROVED BY: _____

Amount of Draw \$ _____

Please accept this signed request as your authorization to draw against our Revolving Line of Credit and deposit the funds to our Seacoast National Bank account # _____.

Please fax this completed form to either of the numbers listed below. All requests received before 4:00 p.m. will be processed the same day.

(772) 288-4187
(866) 263-2504

Martin & St. Lucie Counties
Toll Free

BORROWER:

SEBRING AIRPORT AUTHORITY

By: _____
DONALD C JOHNSON, Chairman of SEBRING
AIRPORT AUTHORITY

By: _____
MARK L ANDREWS, Assistant Secretary of
SEBRING AIRPORT AUTHORITY



000000160107371-141500924202601

FIRST PAYMENT LETTER

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-24-2026	On Demand	160107371-1	0150 / A0		5707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: Seacoast National Bank
Commercial - Highlands, FL
P O Box 9012
815 Colorado Ave
Stuart, FL 34495
(800) 706-9991

We thank you for banking with us at Seacoast National Bank. Following is a breakdown of your initial monthly payment in connection with the commercial loan referenced above:

Principal and/or Interest \$ _____

The first regular payment is due: October 21, 2026

The current outstanding principal balance is: \$1,000,000.00

The current interest rate is: 7.000%

Your loan DOES / DOES NOT have a prepayment penalty.

Your payment can be delivered to any Seacoast National Bank office or remitted by mail to: Seacoast National Bank, Loan Payment Processing, P.O. Box 9012, Stuart, FL 34995-9012. Please reference your loan number on your payment or include a copy of this letter.

For additional information regarding your loan, please contact me at (800) 706-9991.

LENDER:

SEACOAST NATIONAL BANK

X _____
Authorized Signer

Airport Executive BRIEF



CONTENTS

Sebring And Florida In The News

- Sebring Earns National Recognition
- MotoSurf Games
- Sebring Launches Garden Week

Team Initiatives And Aviation News

- Accounting Team Secures \$5,000
- Aviation News & Young Eagles
- Stormwater Briefing





Sebring Earns National Recognition

Sebring recently earned the #1 spot in an AOL feature highlighting eight affordable lake towns for retirees living on Social Security. The article points to Sebring's 100+ lakes,

affordable cost of living, outdoor recreation and relaxed Florida lifestyle.

National recognition like this reinforces the qualities that make Sebring and Highlands

County attractive not only to visitors, but also to residents and businesses looking for an affordable Florida lifestyle.

[Read the full article](#)

Sebring Welcomes International MotoSurf Competition

The MotoSurf Games came to City Pier Beach August 28–30, bringing competitors from the U.S., Europe, Mexico and Colombia. The international event provided another opportunity to showcase Sebring as a destination for visitors, recreation and competition.



Visit Sebring Launches Garden Week

Visit Sebring hosted its first-ever Garden Week, September 8–13, featuring six days of garden, nature, arts, agriculture and culinary experiences throughout

Highlands County. The new event provided another opportunity to showcase the region and encourage visitation during a traditionally slower tourism period.

A meticulously restored 1941 PBY-5A Catalina earned the Grand Champion World War II award at EAA AirVenture Oshkosh 2026.



The historic aircraft flew 195 combat missions during World War II before eventually undergoing a seven-year restoration by American Aero Services in New Smyrna Beach, Florida. Just two weeks after its first post-restoration flight, the Catalina arrived at Oshkosh and took home one of AirVenture's top honors.

The achievement highlights the craftsmanship and aviation expertise helping preserve aviation history right here in Florida.

Building Florida's Future Aviation Workforce

A new aviation education program launched this school year in Bradenton is another example of how Florida airports are helping introduce students to aviation careers at an earlier age.

Through a partnership with Sarasota-Bradenton International Airport and Cirrus Aviation, students in grades 6–12 are exploring airport operations, air traffic control, aviation safety, maintenance, aircraft systems and industry career pathways. The year-long program combines classroom instruction with airport visits and firsthand exposure to aviation professionals.



Programs like this highlight the growing importance of partnerships between airports, schools and aviation businesses as Florida works to develop the next generation of pilots, technicians, airport professionals and support personnel.



Young Eagles Introduces Local Youth to Flight

Sebring Regional Airport welcomed EAA Chapter 1240's Young Eagles Rally on September 12, giving young people ages 8–17 the opportunity to experience the excitement of aviation through a free introductory flight.

Volunteer EAA pilots introduce participants to the aircraft, explain the basics of flight and then take them into the air for approximately 15–20 minutes — for many, their very first flight in a general aviation aircraft.

Programs like Young Eagles do more than create a memorable experience. They introduce young people to aviation at an early age and can spark an interest in future careers as pilots, mechanics, airport professionals and in other roles throughout the aviation industry.

It's another way Sebring Regional Airport helps connect the next generation with the possibilities of aviation.



Accounting Team Secures \$5,000 Safety Reimbursement



Sebring Airport Authority received the full \$5,000 reimbursement available through Preferred Governmental Insurance Trust's TIPS Program, which supports eligible safety-related training and equipment purchases designed to

protect personnel and property and reduce liability exposure.

The reimbursement was secured through the efforts of Heather Leon and Colleen Plonsky, a particularly noteworthy accomplishment as the accounting department operated short-staffed for much of the year. Their work ensured the Authority took full advantage of the program while continuing to support Sebring Regional Airport's commitment to safety and responsible financial stewardship.



SAA/CRA Board Meeting
October 15, 2026

SAA/CRA Board Meeting
November 19, 2026

SAA/CRA Board Meeting
December 17, 2026

SAA/CRA Board Meeting
January 21, 2027



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

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

SITE MAP

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



ACCELERATE YOUR BUSINESS'S POTENTIAL

Sebring in Action

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





**Seacoast[®]
Bank**

100
+ YEARS

SEACOAST OVERVIEW PRESENTATION

Sebring Airport Authority

BETTER BANKERS MAKE US A BETTER BANK





EXECUTIVE LEADERSHIP



CHUCK SHAFFER
CHAIRMAN & CHIEF
EXECUTIVE OFFICER



AUSTEN CARROLL
CHIEF LENDING
OFFICER



SARA LINDGREN
COMMUNITY BANK
EXECUTIVE



CHRIS ROLLE
COMMERCIAL BANK
EXECUTIVE



TODD FEINTUCH
CHIEF WEALTH
OFFICER



JULIE KLEFFEL
CHIEF OPERATING
OFFICER



TRACEY DEXTER
CHIEF FINANCIAL
OFFICER



JAY BARTHOLOMEW
RESIDENTIAL LENDING
EXECUTIVE

ENTERPRISE STRENGTH. LOCAL DELIVERY.



At Seacoast, we believe in the **enduring power of local banking** and are **invested contributors** to the strength and vitality of the communities we serve.

For more than a century, we have proudly served alongside individuals, families, entrepreneurs and commercial clients, serving as **trusted partners** in their **growth, resilience, success and legacy planning**.

From providing **local market insight** to delivering **exceptional, personalized** banking experiences, **we are committed to helping our clients thrive**, today and for generations to come.

OUR FOUR PROMISES

1

The right team to
serve you

2

Make your banking
simple

3

Resolve out-of-the
ordinary items
responsively

4

Invest in you and
your community



TRUSTED COMMUNITY PARTNER



Supporting our local communities is at the heart of who we are.

\$1,230,000

Raised for Making Strides Against Breast Cancer since 2017.

\$211,000

Raised for United Way during our annual drive.

23,182 IMPACT HOURS

Dedicated to volunteering annually across our footprint.

9,400 POUNDS OF FOOD

Donated during our annual Holiday Food Drive.

7,400 TOYS

Donated during our annual Holiday Toy Drive.





Sustained **growth and expansion across Florida’s most desirable markets**, complemented by strategic expansion into the **greater Atlanta area**.

Seacoast is among the **largest publicly traded community banks** headquartered in Florida.

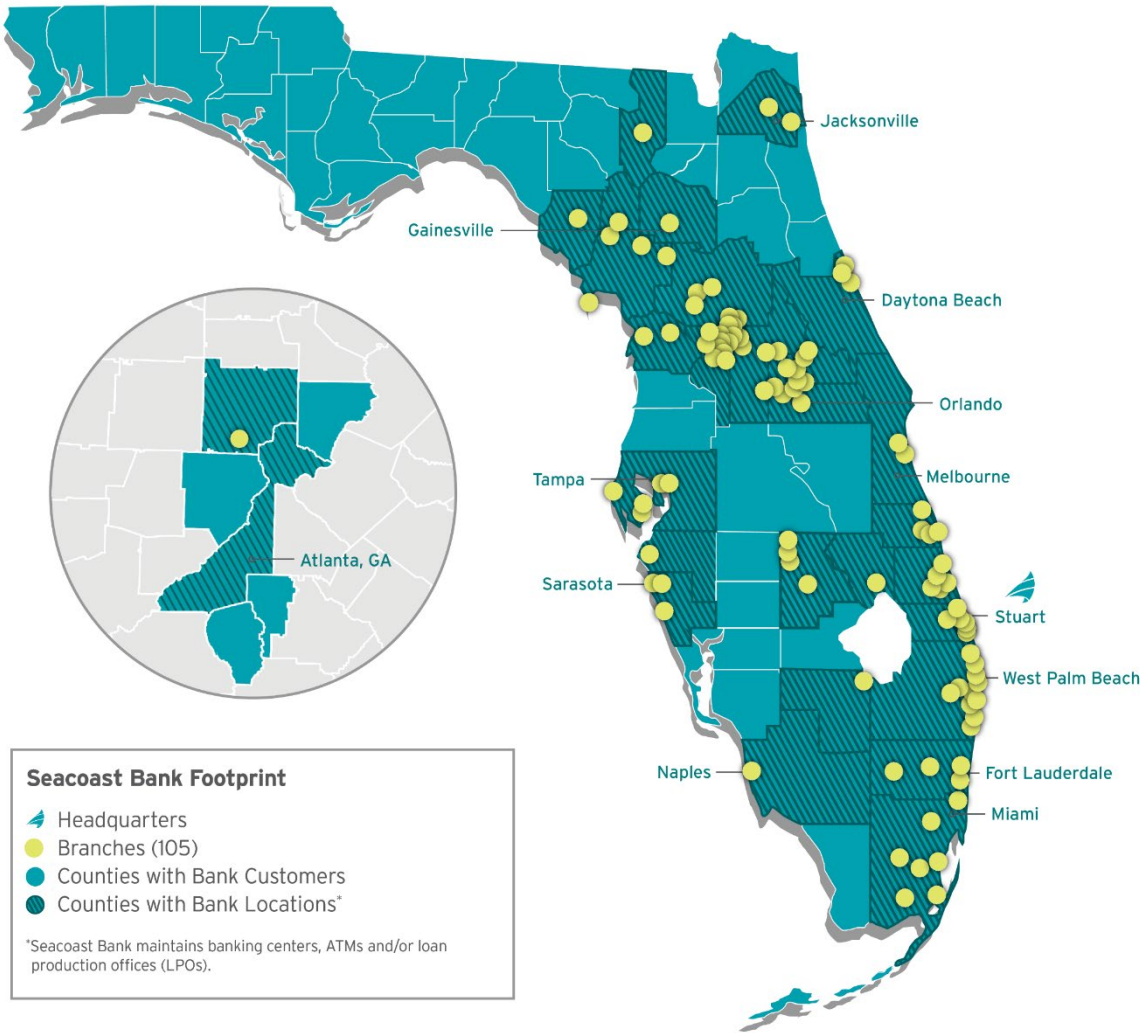
Seacoast’s Market Share

- #1 Florida-based bank in **Orlando MSA**
- #1 Florida-based bank in **Palm Beach**
- #1 Florida-based bank in **Highlands**
- #1 Florida-based bank in **10+ additional counties**
- #1 Overall market share in **Port St. Lucie MSA**
- #1 Overall market share in Wildwood - **The Villages MSA**
- #15 **Florida** market share

Strong capital and liquidity supporting further growth.

14.6% **Tier 1 Capital** Ratio
76% **Loan-to-Deposit** Ratio

RECENT NEWS &
EARNINGS RELEASE





Seacoast ranks among the **most well-capitalized banks** across several key capital ratios **compared to the top US Banks**.

Ticker	Company Name	Total Assets (Bn)	TE / TA	Tier 1 Capital Ratio	CET1 Ratio	Total Capital Ratio	Leverage Ratio	Loans / Deposits	LLR / Gross Loans
COF	Capital One Financial Corp.	682.9	10.60%	15.40%	14.40%	17.30%	12.20%	92%	5.28%
JPM	JPMorgan Chase & Co.	4900.5	6.37%	15.10%	14.12%	16.20%	6.60%	56%	1.67%
SBCF	Seacoast Bnkg Corp. of FL	21.1	9.36%	14.60%	11.66%	16.01%	10.40%	76%	1.39%
C	Citigroup Inc.	2777.7	6.90%	13.36%	11.69%	15.45%	6.36%	53%	2.48%
BAC	Bank of America Corporation	3496.2	6.71%	12.60%	11.23%	14.50%	6.50%	59%	1.04%
USB	U.S. Bancorp	701.0	7.57%	12.30%	10.79%	14.20%	8.80%	76%	1.90%
WFC	Wells Fargo & Co.	2205.8	7.06%	11.43%	10.29%	13.81%	7.03%	70%	1.36%
TFC	Truist Financial Corp.	549.0	8.65%	11.90%	10.80%	13.70%	9.90%	81%	1.52%
CFG	Citizens Financial Group Inc.	227.9	8.12%	11.70%	10.49%	13.70%	9.30%	78%	1.35%
FCNC.A	First Citizens BancShares Inc.	236.0	9.14%	11.79%	10.83%	13.51%	9.30%	87%	1.04%
PNC	The PNC Finl Svcs Grp	603.0	8.41%	11.30%	10.08%	13.10%	9.10%	79%	1.29%
	Median	27.2	9.28%	12.89%	12.00%	14.75%	9.90%	85%	1.27%
	Top Quartile	72.8	10.32%	13.91%	13.55%	15.90%	10.99%	76%	1.06%
	Mid Quartile (Avg)	205.9	9.45%	13.38%	12.78%	15.27%	10.25%	83%	1.33%
	Bottom Quartile	18.0	8.39%	11.70%	11.15%	13.80%	9.22%	91%	1.46%

*Quartiles below represent the Top 100 US Banks by Asset Size



1920s

In **1926**, Seacoast Bank was chartered as Indian River County Bank in Sebastian, Florida.

1930s

In **1930**, the bank moved to Okeechobee & became Citizens Bank of Okeechobee. In **1933**, The Citizens Bank of Stuart opened. In **1938**, the bank moved into its own building at Colorado Ave. & Osceola Street.

1950s

In **1953**, the area's first drive-thru banking window was introduced. In **1958**, the bank became First National Bank of Stuart.

1960s

In **1961**, a new corporate headquarters opened at U.S. 1 & Colorado Avenue in Stuart.

1970s

In **1970**, the bank became First National Bank and Trust Company of Stuart. In **1973**, it helped pioneer 24-hour automated banking.

1980s

In **1983**, Seacoast Banking Corporation of Florida was established as the bank holding company.

1990s

In **1995**, American Bank was acquired, followed by Port Saint Lucie National Bank in **1997**.

2000s

In **2000**, Seacoast Marine Finance opened in Fort Lauderdale. In **2004**, Century National Bank was acquired, followed by Big Lake Bank in **2005**. In **2006**, the bank became Seacoast National Bank.

2010s

In **2014**, Seacoast acquired Bank First. In **2015**, it rebranded as Seacoast Bank & acquired Grand Bank. In **2016**, Floridian Bank joined Seacoast. In **2017** & **2018**, Seacoast added Gulfshore Bank, Palm Beach Community Bank, NorthStar Bank & First Green Bank.

2020s

In **2020** & **2021**, Seacoast expanded with the acquisitions of First Bank of the Palm Beaches, Freedom Bank & Legacy Bank of Florida. In **2022** & **2023**, it added Florida Business Bank, Sabal Palm Bank, Apollo Bank, Drummond Community Bank & Professional Holding Corp. In **2025**, Seacoast entered Georgia & surpassed \$20 billion in assets. In **2026**, Seacoast celebrates 100 years.



LOCAL MARKET LEADERSHIP



Robert Barfield
Region President



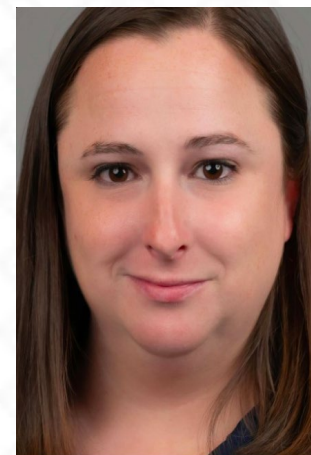
Kiko Vazquez
Market President



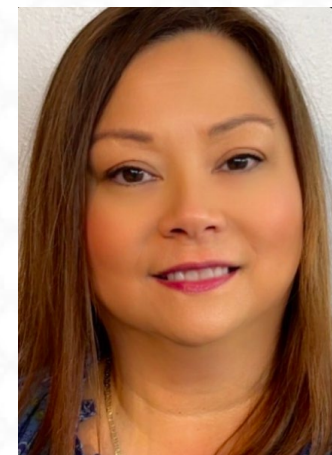
Charles Henn
Vice President
Commercial Banker



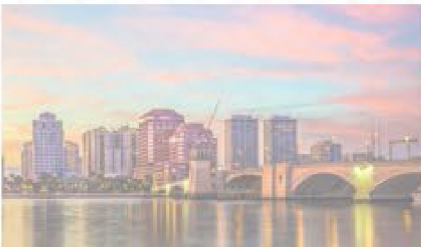
William Allbritton
Vice President
Commercial Banker



Rachael Daniels
Banking Center Manager



Shirley Viets
Banking Center Manager





Seacoast combines **big-bank capabilities** with **personalized local service**.

We deliver integrated **banking, lending, treasury management and wealth solutions** that simplify operations, support smarter decisions and drive long-term value.



EVERYDAY BANKING

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- CD's
- Debit & Credit Cards
- Online & Mobile Banking



BUSINESS BANKING & COMMERCIAL SERVICES

- Operating Accounts
- Liquidity Management
- Merchant Solutions
- Payment Solutions
- Credit Cards
- Financial Reporting
- Treasury Management





> PERSONAL LENDING

- Auto Loans
- Aircraft Loans
- Marine Loans
- RV & Motorhome Loans
- Home Loans and Lines of Credit
- Construction Loans
- Lot Loans

> BUSINESS AND COMMERCIAL LENDING

- Commercial Loans
- Equipment Financing
- SBA Loans
- Construction Loans
- Commercial Lines of Credit
- Syndications
- Tax Exempt Loans
- Receivables Funding & Factoring
- Commercial Real Estate Loans





CORE SOLUTIONS

- Payroll Processing
- ACH Network
- Merchant Services
- Reconciliation Services
- Remote Deposit Capture
- Positive Pay
- Sweeps



FEATURES & BENEFITS

- Dedicated, Expert Support
- Earnings Credit Rates
- Cash Flow Management
- Receivables Management
- Liquidity Management
- Integrated Banking Technology



Kelly Firkel | Vice President, Treasury Management Officer
Kelly.Firkel@SeacoastBank.com | Cell: 321.302.2326 |
TM Customer Care: 866.414.2223



Seacoast Wealth Management delivers trusted, personal financial guidance rooted in local decision-making and a deep understanding of the communities we serve. Our team blends modern financial solutions with the individualized service families rely on to grow, preserve and transfer their wealth – generation after generation.

> SERVICES

- Customized investment management aligned with your goals & priorities
- Estate, multi-generational & philanthropic planning to preserve & grow family wealth
- Professional administration of trusts, estates, IRAs & complex assets such as real estate or business interests
- Objective guidance through family dynamics, beneficiary needs & legacy decisions
- Seamless coordination with your legal, tax & financial professionals to ensure a unified plan



This offering is provided exclusively through Seacoast Wealth Management.

Not FDIC Insured | Not Bank Guaranteed | May Lose Value | Not Insured by any Federal Government Agency | Not a Bank Deposit



Seacoast Global Banking provides comprehensive support with seamless digital banking services anywhere in the world. From everyday banking to wealth management and relocation assistance, we're here to meet your clients' needs with personalized attention.

> SERVICES

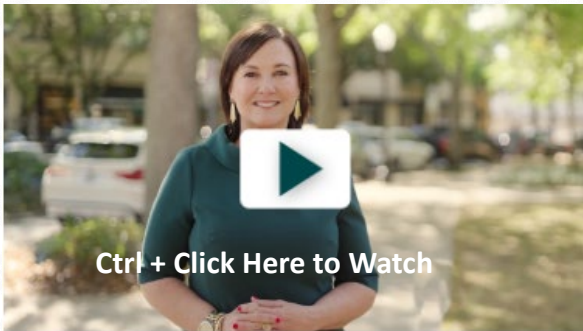
- Tailored Solutions
- Fluent Bankers
- FDIC Insured
- Debit Cards
- Cross-Border Expertise
- Personalized Support
- Dedicated Branches



CUSTOMER TESTIMONIALS



For 100 years, Seacoast has been a trusted partner for Florida businesses, helping them grow and succeed through tailored financial solutions. Hear our clients share their stories of success, highlighting the measurable impact of our services and the strength of our partnerships.



Ctrl + Click Here to Watch

Winter Park Chamber of Commerce
Winter Park, FL



Ctrl + Click Here to Watch

GD Promos
Jupiter, FL



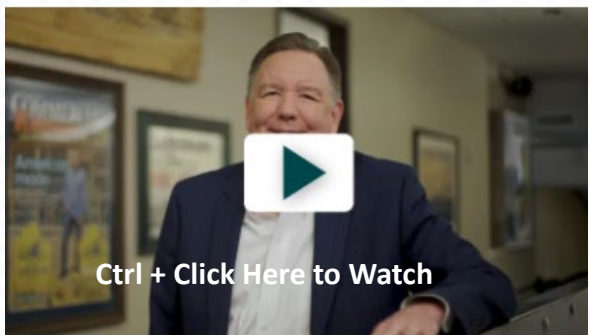
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Toole's Ace Hardware
Orlando, FL



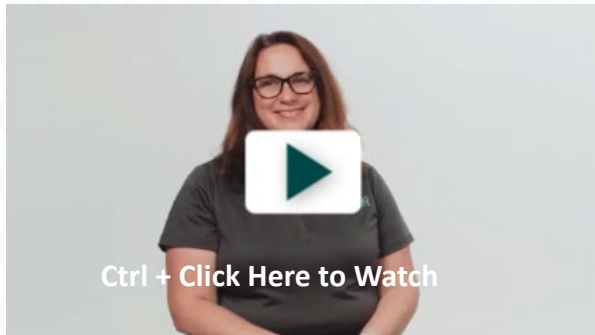
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Commercial Equity Partners
Winter Park, FL



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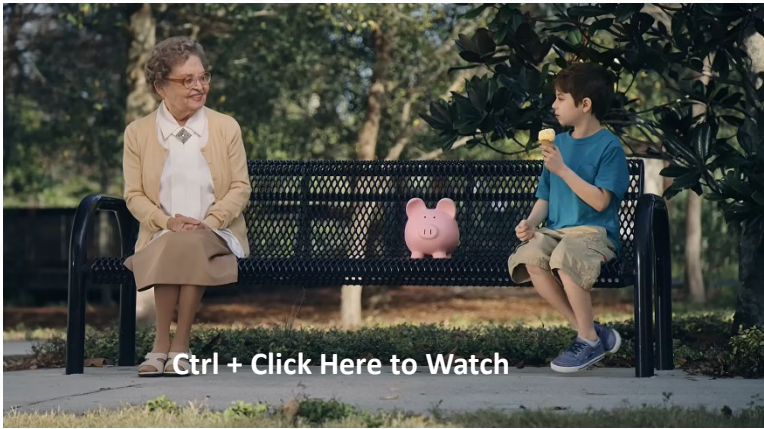
IMCMV Holdings Inc.
Orlando, FL



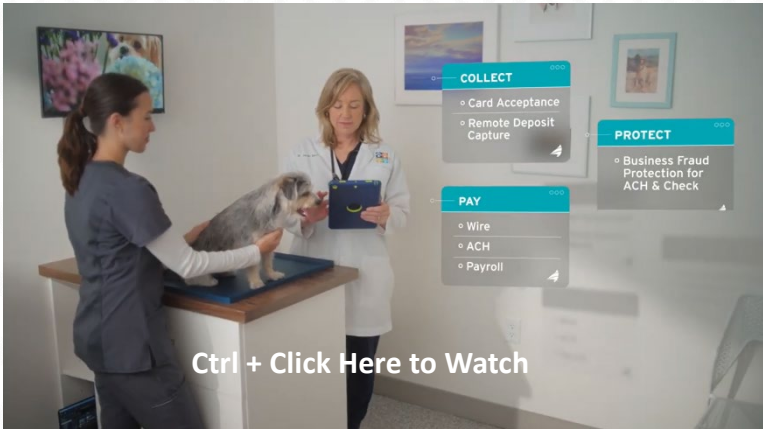
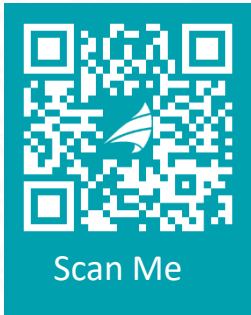
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The Running Elements
Daytona Beach, FL





Seacoast Bank Brand
Piggybank

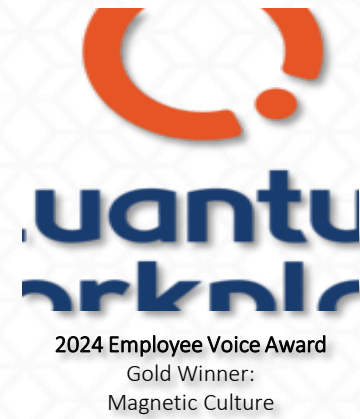


Seacoast Bank Business Banking
Veterinary Business 100 years



Seacoast Bank
Commercial Open Doors 100 years







Seacoast[®]
Bank

100
+ YEARS

THANK YOU

