



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, February 16, 2018, 8:30 a.m.
Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. If you wish to comment on an agenda item, please deliver a request card (available in the meeting room) to the Clerk to the Board prior to the agenda item being called by the Chair.

- I. CALL TO ORDER
- II. SERVICE AWARD PRESENTATION:
 - A. Mark Williams – 10 Years
- III. PRESENTATIONS:
 - A. Information Technology – Shane Stockman ([document](#))
- IV. FINANCIAL REPORT ([document](#))
- V. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority December 8, 2017 Regular Meeting Minutes ([document](#))
 - B. Approval of the Greater Asheville Regional Airport Authority December 8, 2017 Closed Session Minutes
- VI. OLD BUSINESS: None



VII. NEW BUSINESS:

- A. Approval to Unseal Closed Session Minutes ([document](#))
- B. Approval of Change Order Number 9 to Contract with American South General Contractors ([document](#))
- C. Approval of Award of Contract to NHM Constructors, LLC for Expanded Air Carrier Apron Project and Approve Fee for Construction Administration ([document](#))
- D. Approval of Actions Necessary for Completion of Bid Package 4 Construction Project ([document](#))
- E. Approval of Administration Policies and Procedures Section 117.00 (Revised) – Commercial Ground Transportation Regulation ([document](#))
- F. Amendment to Supplemental Fees and Charges Schedule ([document](#))

VIII. DIRECTOR'S REPORT:

- A. Discussion of Key Priorities: Master Plan, Long Term Economic Development, Community Outreach, Air Service Development ([document](#))

IX. INFORMATION SECTION:

(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)

- A. December 2017 Traffic Report ([document](#))
- B. December 2017 Monthly Financial Report ([document](#))
- C. February 2018 Development/Project Status Report ([document](#))
- D. Airport Facilities Review for 4th Quarter ([document](#))
- E. Potential Board Items for the Next Regular Meeting:
 - FY2018/2019 Budget Presentation



X. PUBLIC AND TENANTS' COMMENTS

XI. CALL FOR NEXT MEETING

XII. CLOSED SESSION:

Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations.

XIII. AUTHORITY MEMBER REPORTS:

A. Key Strategic Elements ([document](#))

XIV. ADJOURNMENT

This agenda of the Greater Asheville Regional Airport Authority is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information in this agenda, the Greater Asheville Regional Airport Authority does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before and/or during the Board meeting.

Information Technology



Overview

- Who We Are
- What We Do
- Daily Operations
- Future Projects and Initiatives

Staff



Shane Stockman
IT Director

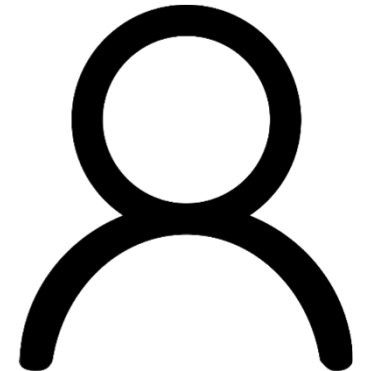


James Serrano
IT Systems Tech



Kellie Whittemore
IT Coordinator II

IT Systems
Administrator

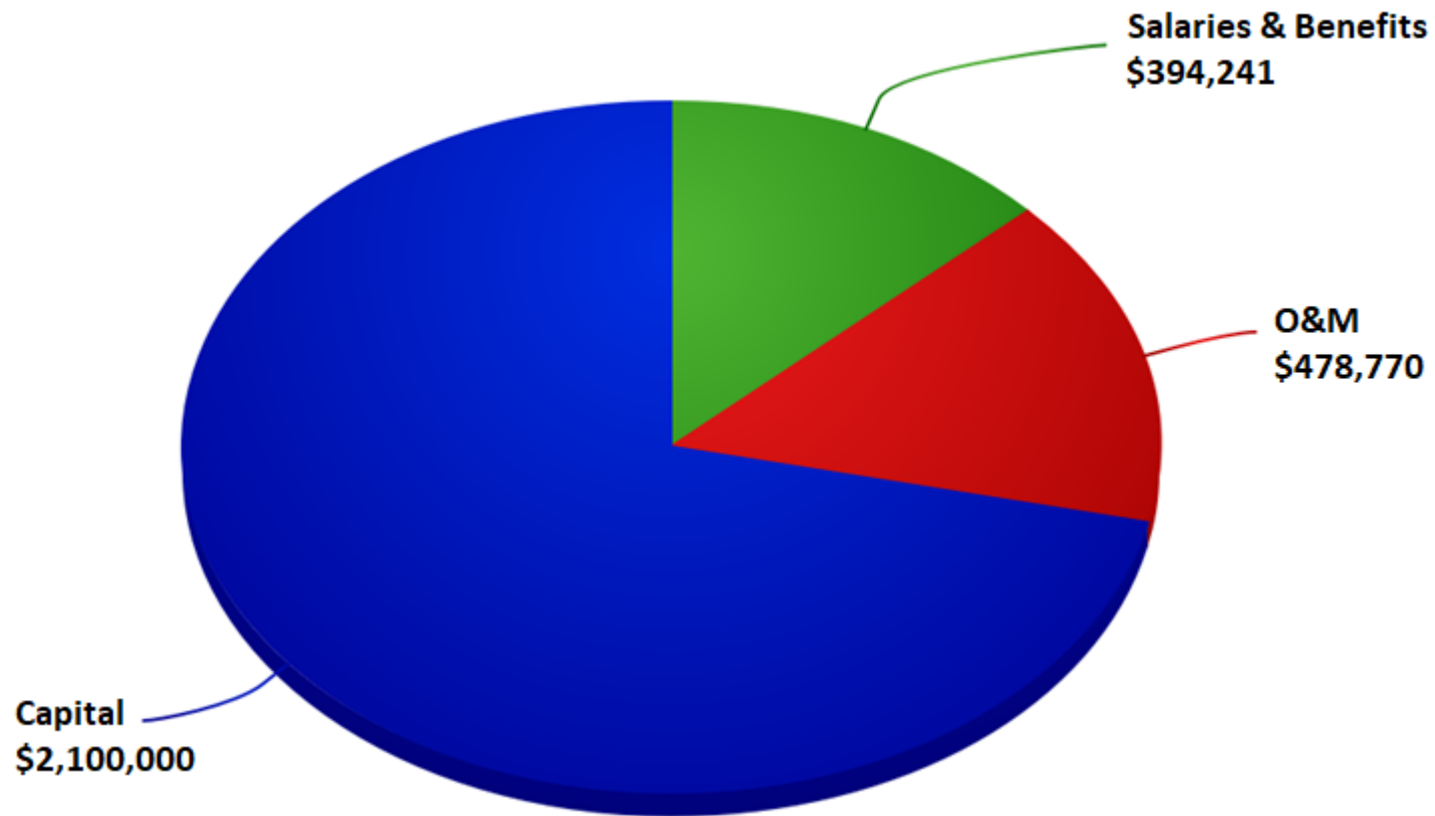


What we do:

The Information Technology Department plans, operates and supports the Airports IT infrastructure, enabling our staff and tenants to carry out their roles efficiently, productively and securely while providing the highest level of quality to our customers



IT Budget

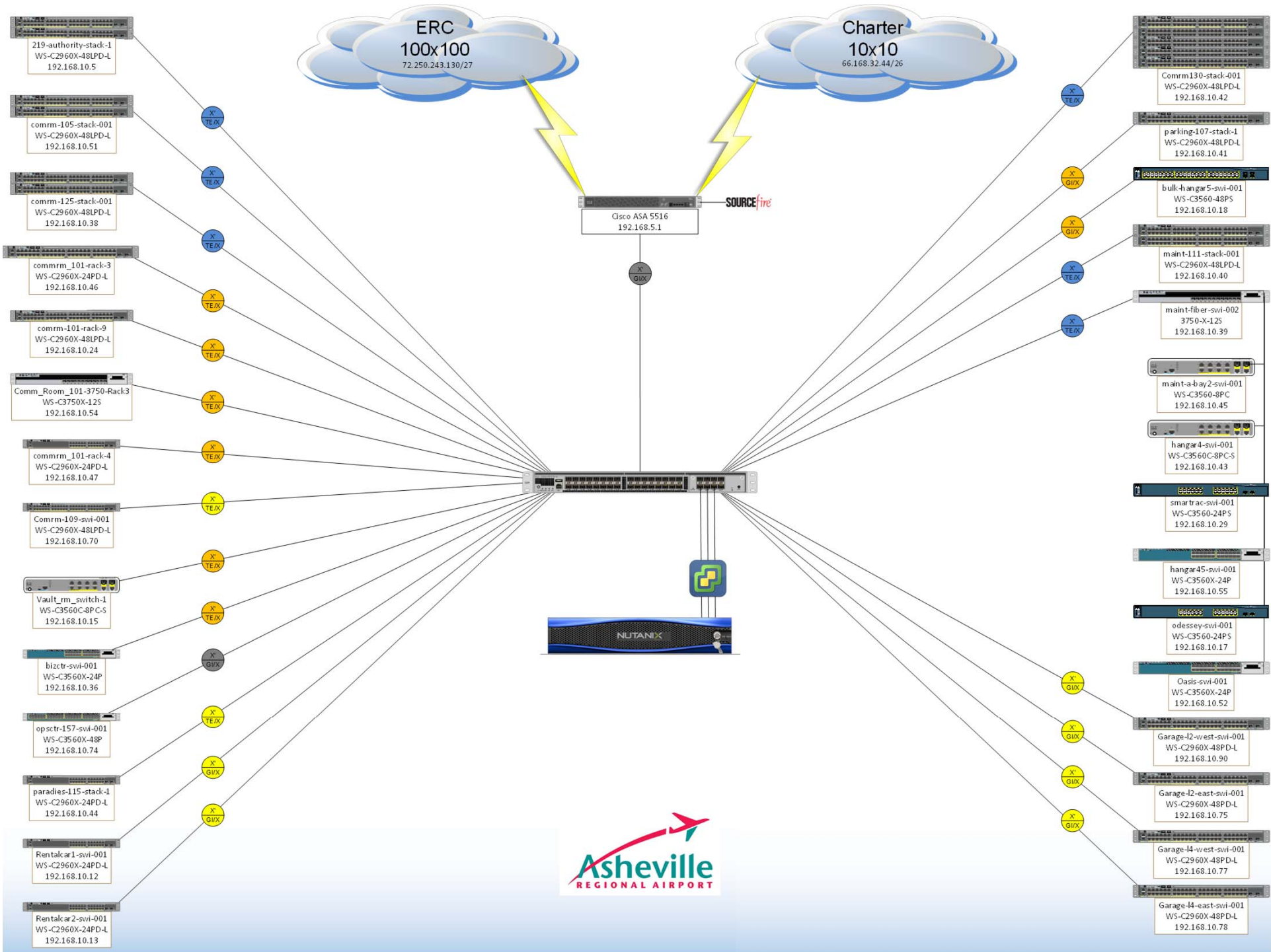


Campus Overview

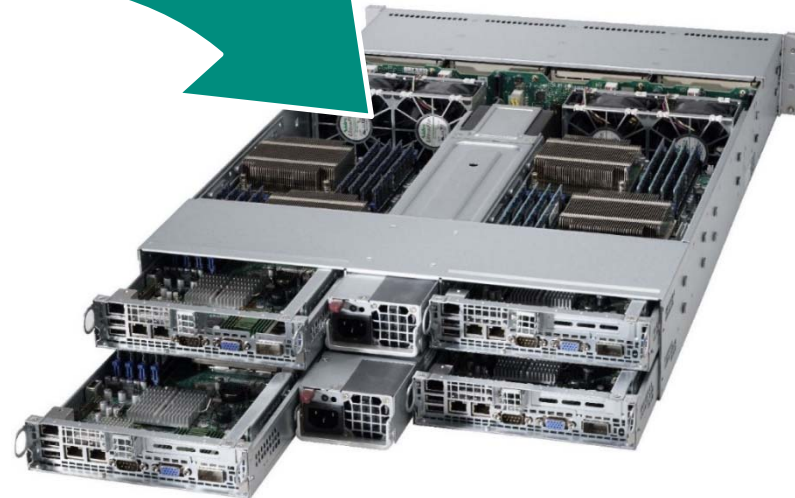


What We Manage

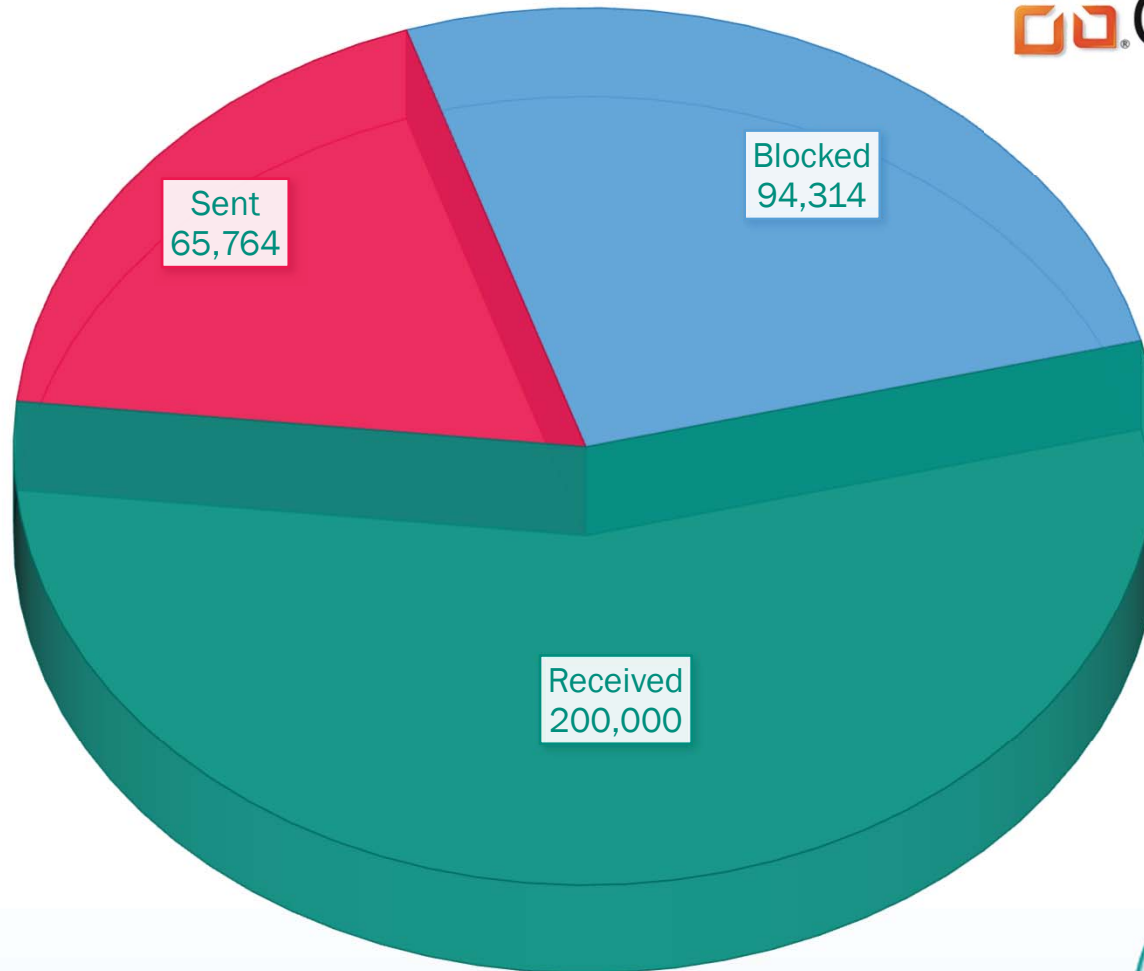
- Security and Access Control Network
- Flight Information and Digital Signage Network (FIDS)
- Public Address System
- Airline Common Use System (EASE)
- Parking and Revenue Control (PARCS)
- CNN Airport Network Television Feed
- Email for 65 Staff Members
- A/V Equipment in 4 Conference rooms
- 37 wireless access points
- 37 Servers
- 135 Desktop Computers
- 22 Laptops
- 18 tablets
- 25 copiers and printers



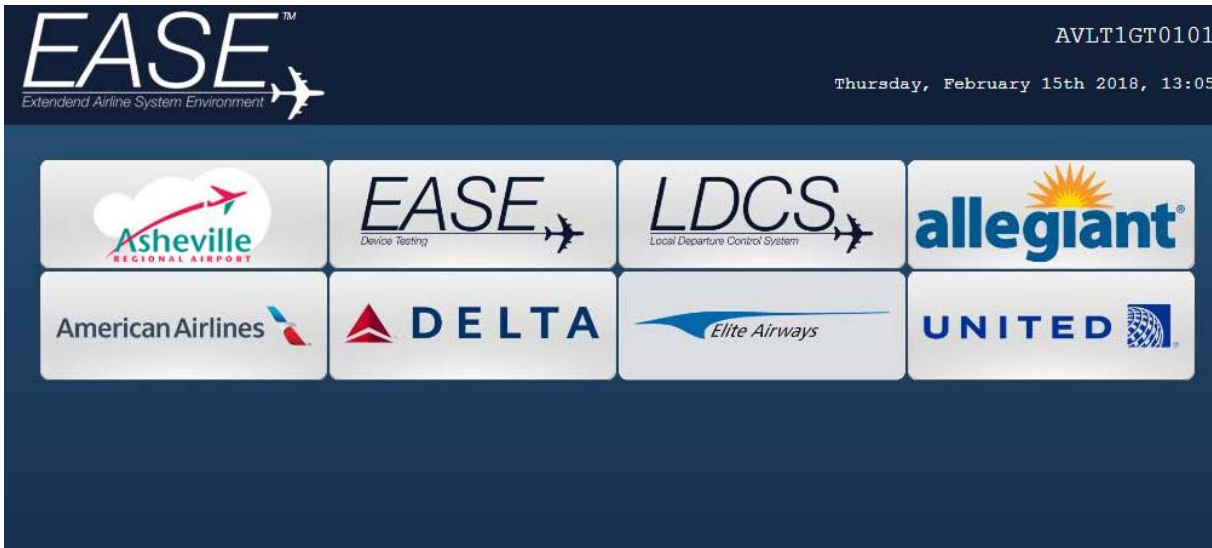
Server Virtualization



2017 Email Activity



EASE – Extended Airline System Environment

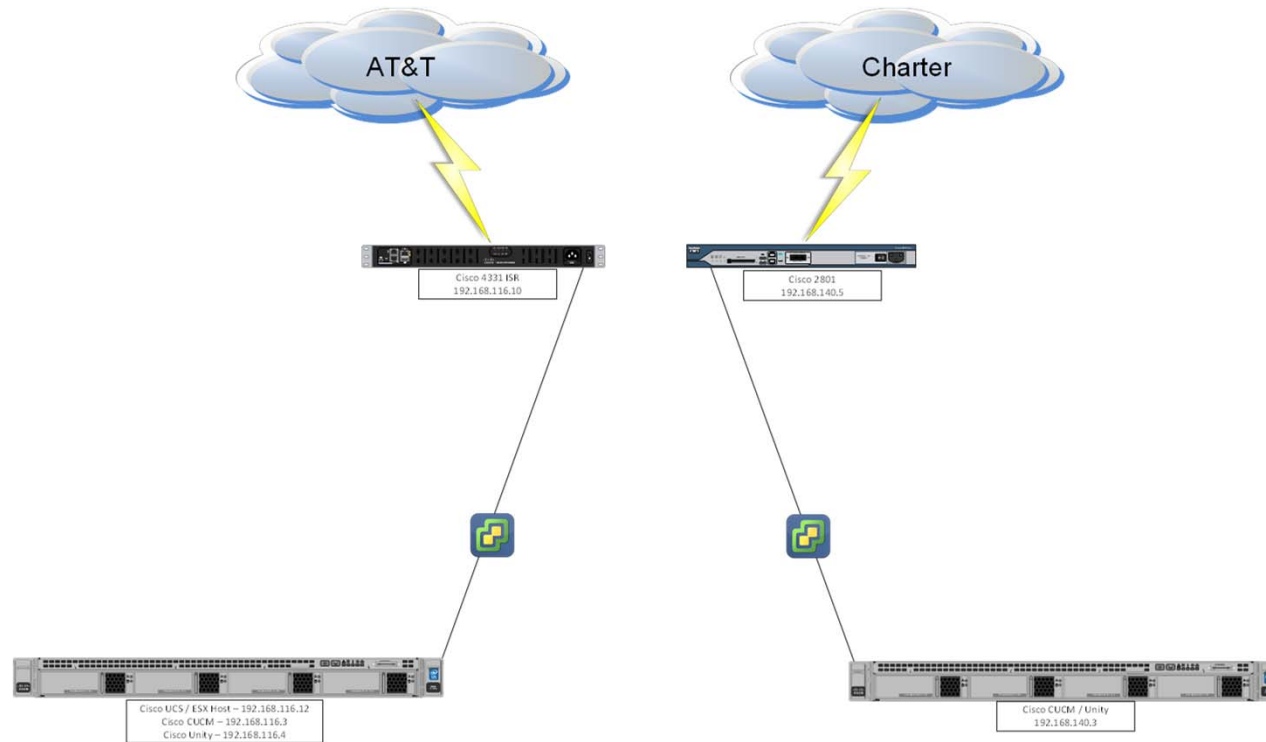


45 Virtual Workstations

aMADEUS
Your technology partner




Voice Network



- 180+ Voice Lines
- 21 Fax Lines
- 18 Emergency Call Stations
- 10 Intercoms




Digital Display Network



WEATHER ASHEVILLE

59°



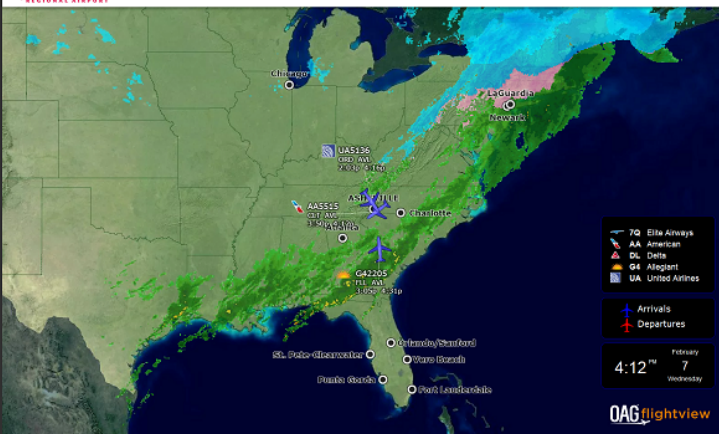
WEDNESDAY
FEBRUARY 7


LOCAL TIME
4:12 PM

flyavl.com

Asheville REGIONAL AIRPORT


Asheville Regional Airport (AVL) Air Traffic Live!





WEATHER ASHEVILLE

59°



WEDNESDAY
FEBRUARY 7

LOCAL TIME
4:12 PM

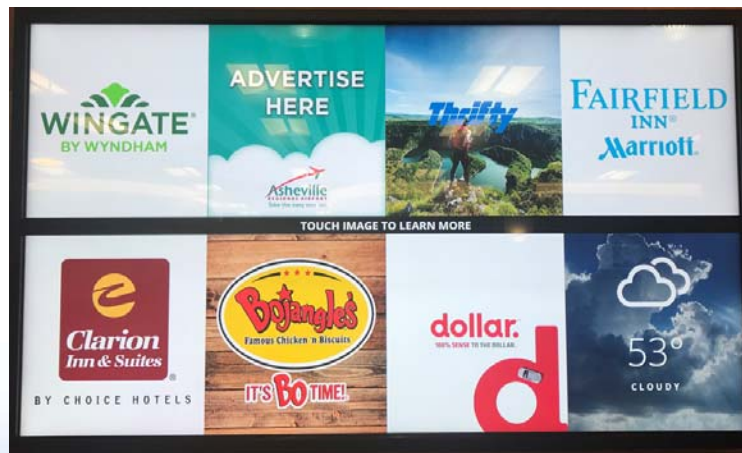
flyavl.com

ARRIVALS

AIRLINE	ARRIVING FROM	FLIGHT	GATE	TIME	STATUS	CLAIM
American Airlines	Charlotte	5515	4	3:28P	IN AIR	
allegiant	Ft Lauderdale	2205	7	4:13P	IN AIR	
UNITED	Chicago O Hare	5136	6	4:34P	IN AIR	
UNITED	Newark	1286	6	5:06P	NOW 5:59P	
DELTA	Atlanta	3552	3	6:33P	NOW 7:18P	
American Airlines	Charlotte	5543	4	7:14P	ON TIME	
American Airlines	Charlotte	5326	4	9:14P	NOW 9:31P	

DEPARTURES

AIRLINE	DEPARTING TO	FLIGHT	GATE	TIME	STATUS	WEATHER
DELTA	Atlanta	3540	2	3:45P	NOW 4:04P	62°F
American Airlines	Charlotte	5515	4	4:10P	NOW 4:46P	57°F
UNITED	Chicago O Hare	5128	6	5:04P	ON TIME	19°F
UNITED	Newark	244	7	5:48P	NOW 7:40P	35°F
DELTA	Atlanta	3552	2	6:59P	NOW 7:42P	62°F
American Airlines	Charlotte	5543	4	8:00P	ON TIME	57°F



WINGATE BY WYNDHAM

ADVERTISE HERE

FAIRFIELD INN MARRIOTT

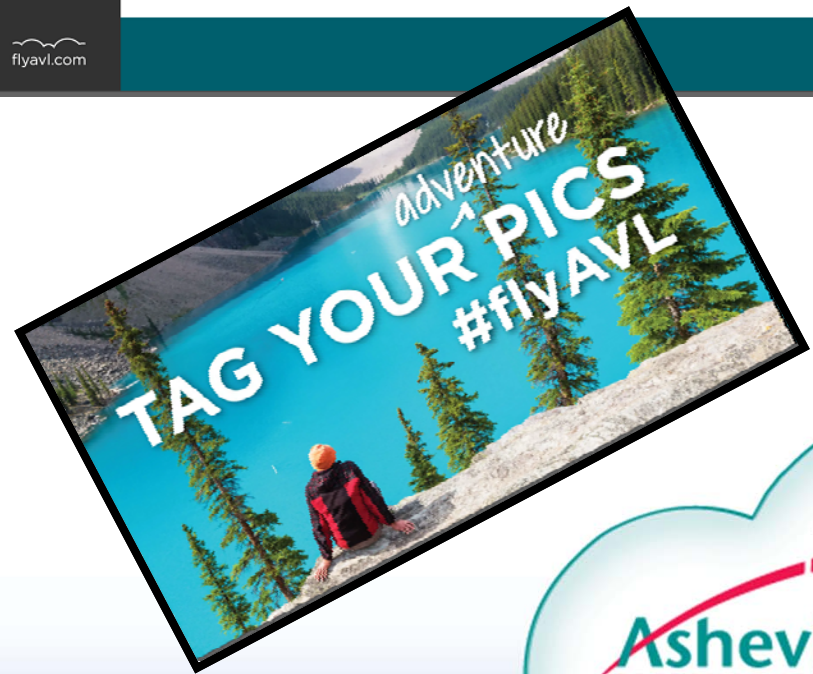
TOUCH IMAGE TO LEARN MORE

Clarion Inn & Suites BY CHOICE HOTELS

Bojangles Famous Chicken & Biscuits IT'S BO TIME!

dollar. WE SAVE YOU THE DOLLAR.

53° CLOUDY



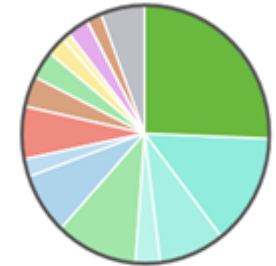
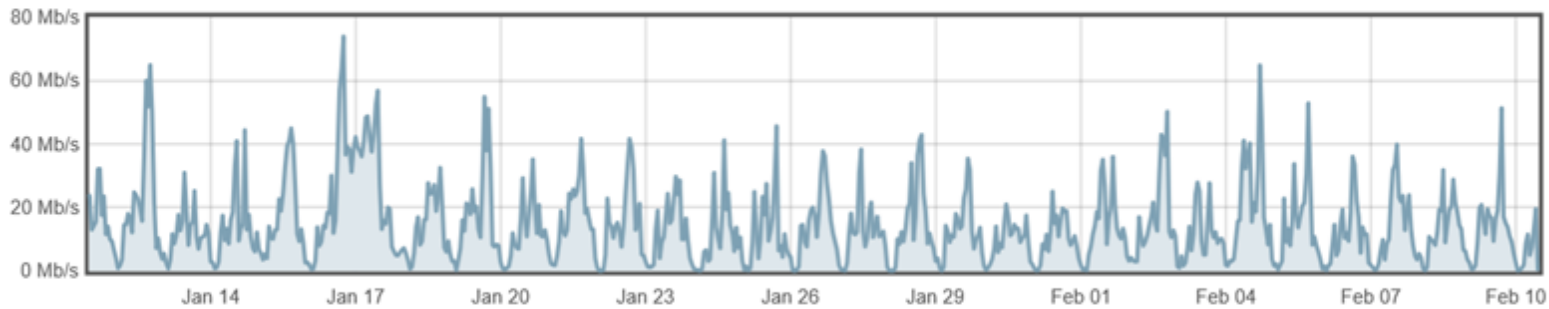
Campus Wide Wireless

Clients

all ▾ for the last 30 days ▾

4.57 TB (↓ 4.09 TB, ↑ 488.69 GB)

Applications ▸



Policy ▾

Search clients... ▾

17535 client devices

Add client ▾

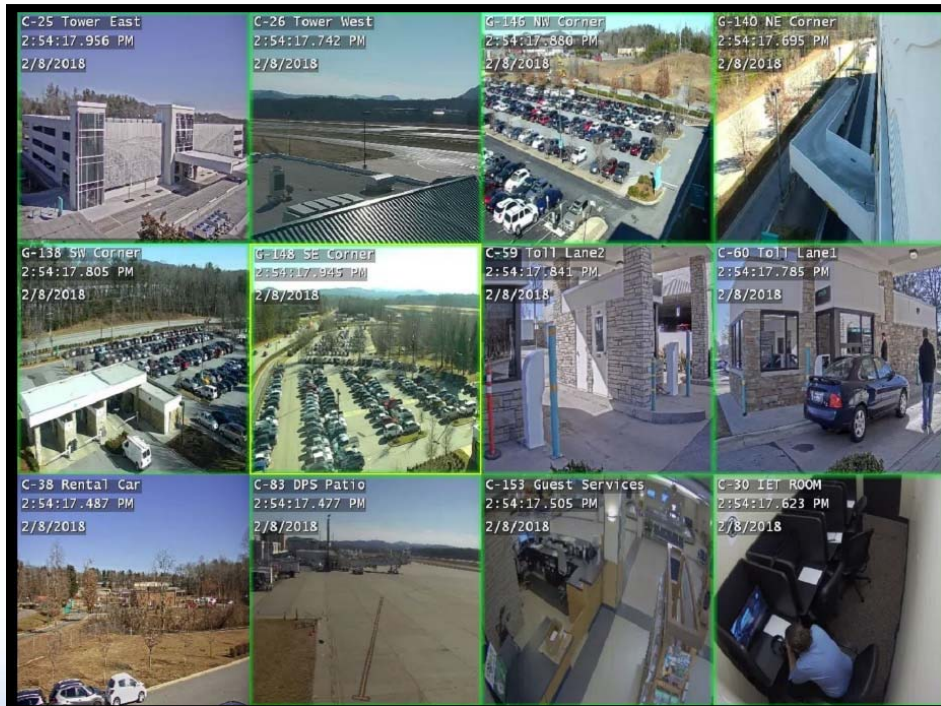
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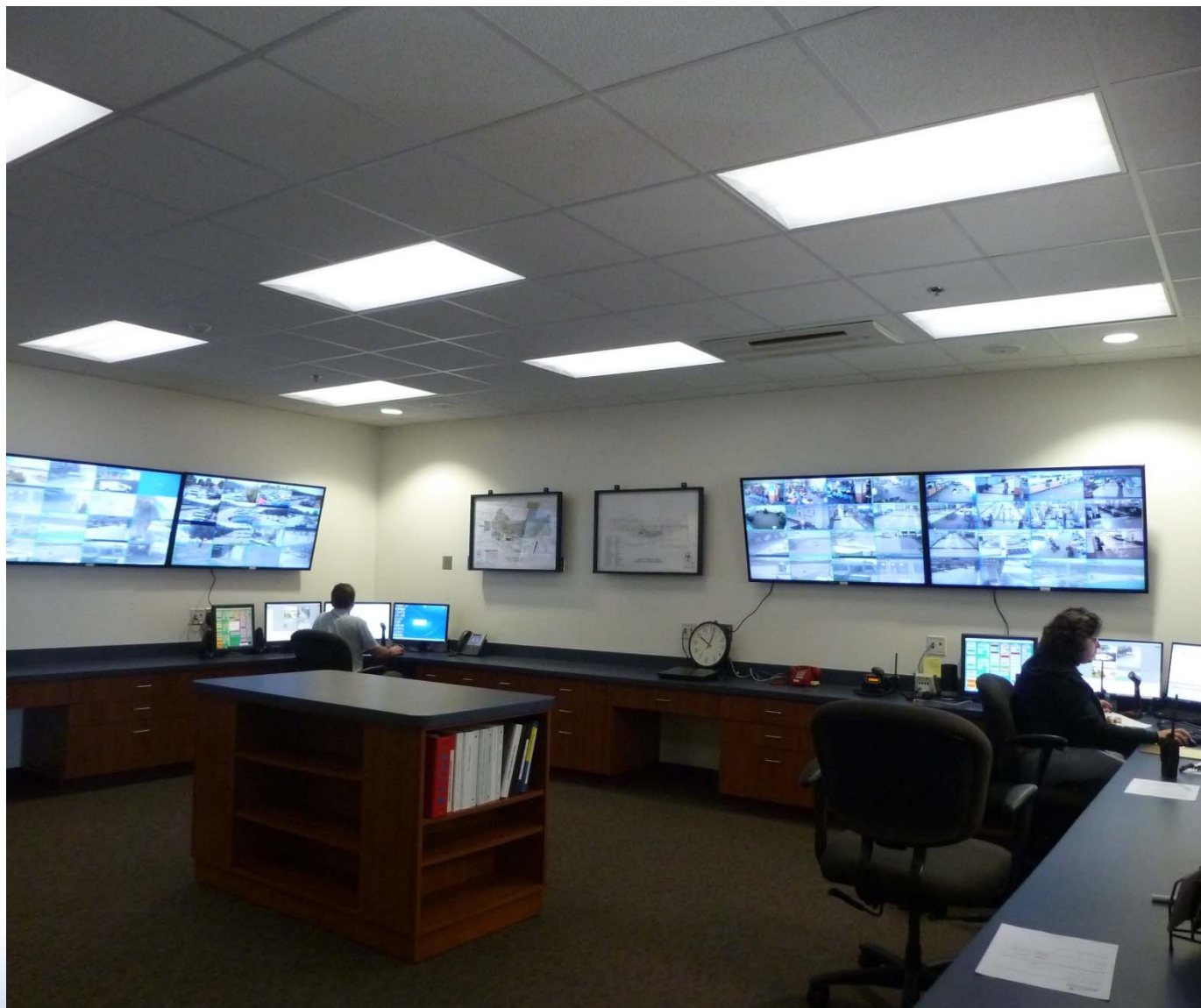
Free Wi-Fi

Physical Security Network

- ➔ 104 cameras
- ➔ Access Control for:
 - ➔ 67 Doors
 - ➔ 16 Vehicle Gates
 - ➔ 9 Pedestrian Gates



Airport Communications Center



Emergency Operations Center



Cyber Security

The Charlotte Observer

Could Mecklenburg County afford not to pay \$23,000 ransom to hackers?



A hacker's 1 p.m. deadline to pay \$23,000 passed Wednesday, and Mecklenburg County has not decided whether to pay the ransom for a cyber-attack that "paralyzed" the county. County manager Dena Diorio, at a 2 p.m. news conference at the Government Center, said third-party security experts believe the attack by a new strain of ransomware called LockCrypt originated from Iran or Ukraine. Forty-eight of about 500 county computer servers were affected. **Diedra Laird**

Backups, Backups, Backups



Barracuda Backup Service 890



What's Next ?

- ERP (IT / Accounting)
- Airfield Lighting System
- Access Control / Physical Security Upgrade
- Public Address System
- Distributed Antennae System
- Continue to enhance our IT Infrastructure
- Improve End User Security Awareness
- Create a Highly Mobile and Efficient Workforce



Questions?



**Asheville Regional Airport
Executive Summary
December-17**

AIRPORT ACTIVITY

	<u>Month</u>	<u>Variance to Prior Year</u>	<u>Calendar Year to Date</u>	<u>Variance to Prior Year</u>
Passenger Enplanements	39,419	19.2%	477,397	15.1%
Aircraft Operations				
Commercial	1,350	53.9%	18,820	14.9%
Scheduled Flights	564	7.0%		
Flight Cancellations	8			
Seats	47,333	16.7%	587,148	16.7%
Load Factor	83.3%	2.2%	81.3%	(1.4%)
General Aviation	2,937	(2.5%)	42,841	(1.3%)
Military	356	48.3%	4,689	11.3%

FINANCIAL RESULTS

	<u>Month</u>	<u>Variance to Budget</u>	<u>Fiscal Year to Date</u>	<u>Variance to Budget</u>
Operating Revenues	\$ 914,297	11.6%	\$ 6,009,709	11.0%
Operating Expenses	790,093	7.4%	4,198,628	(4.8%)
Net Operating Revenues before Depreciation	<u>\$ 124,204</u>	48.5%	<u>\$ 1,811,081</u>	79.9%
Net Non-Operating Revenues	<u>\$ 156,148</u>	6.4%	<u>\$ 1,719,434</u>	14.9%
Grants:				
FAA AIP Grants	\$ 181,768		\$ 3,697,150	
NC Dept of Transportation Grants	-		-	
Total	<u>\$ 181,768</u>		<u>\$ 3,697,150</u>	

CASH

Restricted	\$ 14,902,627
Designated for O&M Reserve	4,517,470
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	10,229,381
Total	<u>\$ 30,299,478</u>

RECEIVABLES PAST DUE

	<u>Total</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>Over 60 Days</u>
Advertising Customers	14,952	7,050	4,850	3,052
Allegiant	2,062	-	1,336	726
American	339	302	37	-
Avis	1,979	276	522	1,181
Budget	9,165	198	7,532	1,435
Delta	17,755	17,730	25	-
Enterprise	5,739	74	513	5,152
TSA	34,399	9,674	17,399	7,326
FAA	13,049	37	148	12,864
Paradies	1,262	1,262	-	-
Signature	3,380	1,185	210	1,985
Skywest	25,968	7,403	625	17,940
United	40,068	16,134	9,503	14,431
Vanguard	2,887	-	1,354	1,533
Miscellaneous	8,724	3,835	663	4,226
Total	<u>\$ 181,727</u>	<u>\$ 65,160</u>	<u>\$ 44,717</u>	<u>\$ 71,850</u>
% of Total Receivables	<u>29.35%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	<u>Original Amount</u>	<u>Current Balance</u>
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 15,750,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	4,295,000
	<u>\$ 21,000,000</u>	<u>\$ 20,045,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 44,615,330
Year-to-Date Spending	\$ 10,836,487

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
December 8, 2017**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, December 8, 2017 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Robert C. Roberts, Chair; Matthew C. Burrell, Vice-Chair; K. Ray Bailey; Stephanie Pace Brown; David Gantt; and George H. Erwin, Jr.

MEMBERS ABSENT: William L. Moyer

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director of Development and Operations; Kevan Smith, Chief of Public Safety; Suzie Baker, Director of Administration; Tina Kinsey, Director of Marketing and Public Relations; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Eric Rysdon, RS&H; Dillon Davis, Asheville Citizen-Times; Able Allen, Mountain Express

CALL TO ORDER: The Chair called the meeting to order at 8:30 a.m.

WELCOME AND SWEARING IN OF NEW BOARD MEMBER: The Chair welcomed George H. Erwin, Jr. to the Board. Mr. Erwin was sworn in by the Clerk to the Board.

SERVICE RECOGNITION AWARD: Mr. Tate joined the meeting via telephone. The Chair thanked Mr. Tate for his service on the Authority Board and read the following resolution to Mr. Tate:

*Greater Asheville
Regional Airport Authority*

~ Resolution ~

WHEREAS, the Greater Asheville Regional Airport Authority was created for the purpose of maintaining, operating, regulating, developing, and improving the Asheville Regional Airport; and

WHEREAS, Andrew T. Tate served as Member of the Greater Asheville Regional Airport Authority from July 2012 to October 2017; and

WHEREAS, Andrew T. Tate resigned his position as Member of the Authority due to a well-deserved promotion in his professional capacity, which required him to transfer from Henderson County; and

WHEREAS, Andrew T. Tate, during his period of service to the Authority, performed his duties with diligence, prudence and astute insight; and

WHEREAS, Andrew T. Tate provided to the Authority his wisdom, especially in connection with matters regarding community relations as well as the perception and growth of the Asheville Regional Airport in Western North Carolina.

NOW, THEREFORE, BE IT RESOLVED that the Greater Asheville Regional Airport Authority expresses its sincere thanks and gratitude to Andrew T. Tate for his dedicated efforts in serving the needs of the Asheville Regional Airport.

Adopted this 8th day of December, 2017.

Greater Asheville Regional Airport Authority

Mr. Tate thanked the Board and stated that he was thankful of the opportunity to serve and was proud of all that has been accomplished.

PRESENTATION: John Coon began his presentation with a brief background on the leadership of the Operations, Maintenance, and Custodial Departments. Mr. Coon presented an overview that detailed the percentage of the Authority budget allocated to the overall department as well as the specific job functions performed by each department. The Board thanked Mr. Coon for his presentation.

FINANCIAL REPORT: The Director reported on the airport activity for the month of October which included enplanements, aircraft operations, and general aviation activity. The Director was pleased to note that October saw the most enplanements in the history of the airport. Janet Burnette reported on the financial activity for the month of October.

CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority November 9, 2017 Regular Meeting Minutes:

B. Approval of Amendment to the FY17/18 Budget:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2018:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Executive Department	_____	\$50,000
Totals	_____	\$50,000

This will result in a net increase of \$50,000 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	\$50,000
Totals	_____	\$50,000

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 8th day of December, 2017.

Robert C. Roberts, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Bailey moved to approve Consent Items A and B. Mr. Gantt seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Adoption of the Asheville Regional Airport Five-Year Capital Improvement Plan (CIP) for FY 2019-2023: Michael Reisman informed the Board that the Federal Aviation Administration (FAA) requires that all airports submit a Five-Year CIP to be eligible for federal funding of projects. Mr. Reisman stated that the Five-Year CIP is a planning tool for staff, the FAA, and the NC Department of Transportation (NCDOT) and does not sanction award of contracts for design or construction. Mr. Reisman briefly reviewed the projects included on the CIP which amounts to an overall program of \$57.7 million.

The Director reminded the Board that the NCDOT funded \$2 million to the airport this year and is scheduled to disburse this amount again next year. The Director advised the Board that the NCDOT is fairly confident that the funding the aviation projects will remain in the state's budget. The Director further stated that the \$28 million allocated on the CIP from airport funds will come from PFCs and other sources that staff has not yet identified. PFC's collected through 2024 are earmarked for the airfield re-development project.

Mr. Burril questioned if the Authority's \$16 million in unrestricted funds would be available for these types of projects. The Director responded that approximately \$12.5 is unrestricted, undesignated. \$14.3 million is restricted and is primarily the remaining bonds for the parking garage or PFC money that has already been collected and planned for the Authority's portion on the airfield project costs.

Ms. Brown moved to adopt the Asheville Regional Airport Five-Year Capital Improvement Plan for FY2019-2023. Mr. Burril seconded the motion and it carried unanimously.

DIRECTOR'S REPORT: The Director advised the Board that he had a couple of additional items to include that were not on the agenda.

A. Allegiant Summer Flight Schedule: The Director stated that Allegiant has done very well in Asheville over the past few years and has contributed to the growth the airport has experienced. The Director reviewed the increase in the number of flights to existing service that Allegiant has planned for the summer months.

B. Budget Changes: The Director stated that he had the following items to report:

1. Transfer from contingency in the amount of \$7,500 to capital projects for the re-bidding of the north apron project in the amount of \$10,250. This project was originally planned for the previous summer, but cancelled due to high bids received.

2. A change order for an additional \$20,000 for engineering costs for the garage project resulting from delays earlier on in the project.

C. Industry Conferences: The Director advised the Board that staff will soon begin the budget process and typically plans between \$10,000 and \$15,000 for Board Member participation in industry conferences. The Director requested the Board notify staff of any interest in any of the conferences that were included in the conference schedule distributed at the November meeting.

D. Discussion Of Key Priorities: The Director advised the Board that staff would provide updates on the Master Plan and Long Term Economic Development.

Michael Reisman reminded the Board that the Master Plan was conducted in 2012 and completed in 2013 and that the data he would review was based on information compiled at that time. Mr. Reisman reviewed the projects that were included on the Capital Improvement Plan (CIP) from 2013 through 2017 and identified them as completed or still in progress. The Board was also updated on the status of projects included on the Master Plan CIP for 2018-2022 as well as 2023-2032. A brief discussion on the possibility of a new air traffic control tower ensued. Mr. Reisman then highlighted enplanement, aircraft operations, and terminal space projections from the 2012 Master Plan and informed the Board that the airport is already 6-8 years ahead of these projections.

From an economic and land development standpoint, the Director identified the aeronautical and non-aeronautical sites available for development on airport property. There are 92 acres of aeronautical sites and 127 acres of non-aeronautical sites available for development. A land rent study was updated earlier in the year, so the current land rent figures are available when needed. The Director reported that a request for qualifications from companies that develop land is being prepared. Staff has also been working with Western LLC over the last couple of years to develop the aeronautical property in the northeast area of the airport. Extensive work with the economic development coalitions from Buncombe and Henderson counties as well as Carolina West in ongoing to market the land.

The Chair questioned if there was ingress and egress for the northwest area of the airport. The Director responded that the aeronautical portion was accessible from the airfield. The remaining acres to the west could be accessible from Pinner Road. Staff would also work with the state to determine if access from Ferncliff Park Drive could be attained if a developer becomes interested in developing the property.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: Staff did not believe the meeting scheduled for January 19, 2018 would be necessary, but the Board was asked to keep the date available on their calendars. The next regular meeting of the Authority Board will be held on February 16, 2018.

CLOSED SESSION: At 9:44 a.m. Ms. Brown moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel Regarding, Among Other Things, That Lawsuit Entitled Tricor Construction, Inc. vs. RS&H Architects-Engineers-Planners, Inc., Thalle Construction Co., Inc. and Liberty Mutual Insurance Company and vs. Defendant & Third-Party Plaintiff, Greater Asheville Regional Airport Authority, vs. Third-Party Defendant, Avcon, Inc. d/b/a Avcon Engineers and Planners, Inc. in Order to Preserve the Attorney-Client Privilege, and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Burril seconded the motion and it carried unanimously.

The Chair indicated they would break for five minutes at which time the Board would resume in closed session.

Open Session resumed at 10:20 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY DECEMBER 8, 2017

CLOSED SESSION MINUTES: Ms. Brown moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Gantt seconded the motion and it carried unanimously.

RESOLUTION TO RATIFY THE TERMINATION OF THE CONTRACT WITH CEDAR PEAKS ENTERPRISES, INC. FOR PERMANENT RUNWAY 17-35 CONSTRUCTION – BID PACKAGE 4 – PAVING, LIGHTING AND NAVAIDS AND AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS ASSOCIATED WITH MITIGATION OF DAMAGES AND COMPLETION OF THE WORK ASSOCIATED WITH BID PACKAGE 4:

Mr. Bailey moved to adopt the following resolution. Ms. Brown seconded the motion and it carried unanimously:

RESOLUTION TO RATIFY THE TERMINATION OF THE CONTRACT WITH CEDAR PEAKS ENTERPRISES, INC. FOR PERMANENT RUNWAY 17-35 CONSTRUCTION – BID PACKAGE 4 – PAVING, LIGHTING AND NAVAIDS AND AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS ASSOCIATED WITH MITIGATION OF DAMAGES AND COMPLETION OF THE WORK ASSOCIATED WITH BID PACKAGE 4.

WHEREAS, in or around 2014 the Greater Asheville Regional Airport Authority ("GARAA") undertook a runway redevelopment project, which project was divided into four bid packages and phases;

WHEREAS, Bid Package 4 or Phase 4 of the runway redevelopment project generally consisted of paving, lighting and the installation of navigational aids ("Phase 4");

WHEREAS, on or about March 1, 2017, the GARAA entered into a contract with Cedar Peaks Enterprises, Inc. ("Cedar Peaks") for the Phase 4 work ("Project"), including, but not limited to, all work shown on the plans and specifications for Permanent Runway 17-35 Construction – Bid Package 4 – Paving, Lighting and NAVAIDS ("Contract");

WHEREAS, there were significant problems with and delays in Cedar Peaks work on the Project and on or about September 28, 2017 RS&H issued a Notice of Pending Default to Cedar Peaks;

WHEREAS, on or about October 30, 2017 the GARAA also notified Cedar Peaks of its numerous breaches of the Contract;

WHEREAS, Cedar Peaks failed to cure its defaults under the Contract within the time allowed;

WHEREAS, the GARAA elected to terminate the Contract with Cedar Peaks effective November 7, 2017;

WHEREAS, Travelers is the surety ("Surety") on the Project and the GARAA has asserted a claim with the Surety against the Performance Bond on the Project;

WHEREAS, the GARAA has learned that several subcontractors have not been paid by Cedar Peaks for their work on the Project and that they have submitted claims against the Payment Bond on the Project;

WHEREAS, the GARAA is now actively working with the Surety to mitigate its damages associated with Cedar Peaks' default and the subsequent termination of the Contract; and

WHEREAS, over the course of the next few months it is anticipated that the GARAA will need to, among other things: continue to work with the Surety; act quickly to make decisions regarding completion of the Project; engage one or more contractors to complete various minor aspects of the Project; and re-bid and enter into a contract for the completion of the Project.

NOW THEREFORE, BE IT RESOLVED, by the Board of the Greater Asheville Regional Airport Authority as follows:

1) The Board hereby ratifies the termination of the contract with Cedar Peaks Enterprises, Inc. for Permanent Runway 17-25 Construction – Bid Package 4 – Paving, Lighting and NAVAIDS effective November 7, 2017.

2) The Executive Director, after consultation with the Board Chair or the Board Vice Chair and the GARAA legal counsel, is hereby authorized and directed to take such action as is necessary to mitigate the damages of the GARAA caused by the default of Cedar Peaks and as is necessary to complete the Project in a timely and cost-effective manner. Such action may include, by way of example, but would not be limited to: engaging other contractors to complete or to correct various smaller, time-sensitive aspects of the Project; entering into agreements with the Surety and Cedar Peaks regarding materials to be used on the Project; making payment to the Surety for such materials; and engaging additional engineering services as may be needed for the completion of the Project. The Executive Director shall keep the Board Chair and Board Vice Chair regularly informed of all such action taken and shall notify the full Board of all such action taken at the next meeting of the Board.

3) The Executive Director and the Board Chair are each hereby authorized and directed to execute and deliver, at the appropriate time or times, all agreements, contracts, or other documents necessary for the undertaking of all action contemplated above for the purpose of mitigating the damages of the GARAA or for the purpose of completion of the Project, but it shall only be necessary for either the Executive Director or the Board Chair to execute any such agreement, contract or document. The Executive Director shall provide the Board with a copy of all agreements, contracts or other documents executed at the next meeting of the Board.

4) Notwithstanding the foregoing, prior approval from the Board of the GARAA shall be required for the acceptance, execution and delivery of a contract for the overall completion of the Project.

Adopted this the ___ day of December, 2017.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

By: Robert C. Roberts, Chair

ATTESTED BY:

Ellen M. Heywood, Clerk to the Board

AUTHORITY MEMBER REPORTS

The Chair requested that Board Members keep in mind that items discussed in Closed Session are confidential. Ms. Rice agreed and added that in order to protect the attorney-client privilege, the items discussed in Closed Session need to stay confidential.

The Chair reminded the Board Members that the schedule of industry conferences had been distributed and if a Board Member would like to attend a conference, to please mention at the next Board meeting.

The Chair suggested that while Board Members are attending functions and having conversations, it would be in the best interest of the Authority to share the news that enplanements were at a record high in October, more flights are being added, and that the long-range plan for the airport is growth and staff is planning well. The Authority is looking for major things to come from our airport.

ADJOURNMENT: Mr. Burril moved to adjourn the meeting at 10:25 a.m. Mr. Bailey seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Robert C. Roberts
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: February 16, 2018

ITEM DESCRIPTION – New Business Item A

Approval to Unseal Closed Session Minutes

BACKGROUND

The Board approved the Disposition of Authority Board Closed Session Minutes Policy at the April 15, 2011 Authority Board Meeting. The policy provides for the review of the preceding year's Closed Session Minutes at the first Authority Board meeting of each calendar year.

The Director has reviewed those Closed Session Minutes and has provided a recommendation for the unsealing of those certain minutes. The minutes recommended to be unsealed are of a business matter that has come to fruition and is no longer of a confidential nature.

ISSUES

None

ALTERNATIVES

The Board can decide to keep all Closed Session Minutes sealed.

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to unseal those portions of Closed Session Minutes as designated and recommended by the Executive Director.

New Business – Item A



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: February 16, 2018

ITEM DESCRIPTION – New Business Item B

Approve Change Order No. 9 to Contract with American South General Contractors

BACKGROUND

The Airport Board approved the contract with American South General Contractors for construction of the parking garage project on July 22, 2016 in the amount of \$20,244,000.00. Subsequently, Change Order No. 1 was approved on October 20, 2016 in the amount of \$11,347.53, Change Order No. 2 was approved on November 30, 2016 in the amount of \$30,966.87, Change Order No. 3 was approved on January 3, 2017 in the amount of \$51,290.76, Change Order No. 4 was approved on April 21, 2017 in the amount of \$79,436.59, Change Order No. 5 was approved on June 2, 2017 in the amount of \$31,229.87, Change Order No. 6 was approved on August 22, 2017 in the amount of \$9,058.26, and Change Order No's 7 and 8 were approved on November 9, 2017 in the combined amount of \$232,146.07 (\$445,475.95 total).

Change Order No. 9 includes expenses associated with floor coatings, rental car signage, expansion covers, canopy closure flashing, bollards, handicap signage, clearance signs, light fixture changes, fencing, and additional roadway striping. It also includes credits due back to the Authority.

ISSUES

None.

New Business – Item B



ALTERNATIVES

There are no alternatives, as each of the identified items is required to successfully complete the project and maintain an appropriate level of safety and/or security.

FISCAL IMPACT

The total additional cost associated with Change Order No. 9 is \$87,411.88. Of this amount, \$83,022.97 is associated with signage for the rental car level and will be reimbursed through the CFC.

This will adjust the total contract price to \$20,776,887.83, which is within the current construction project budget of \$21,938,700.00, which includes allowances. Total change orders to date represent a 2.63% increase from the original contract price.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Change Order No. 9 to the contract with American South General Contractors; and (2) authorize the Executive Director to sign the necessary documents.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: February 16, 2018

ITEM DESCRIPTION – New Business Item C

Approve Award of Contract to NHM Constructors, LLC for Expanded Air Carrier Apron Project and Approve Fee for Construction Administration

BACKGROUND

The need for additional terminal apron area for aircraft parking was identified in late 2016 based on current and forecast demand for airline aircraft parking. The site of the former Public Safety Building was previously identified for this use in the Airport Master Plan. Within the FY 2017/2018 budget, \$400,000 was included for this project, which was a staff estimate at the time of budget preparation. The Airport Board approved design in the amount of \$99,000. Based on design, the engineers probable cost of construction was approximately \$750,000. The primary difference between the staff and engineer's estimate was the amount of underground utility work that was determined to be required to complete this project, which was unknown at the time the staff budget was generated.

The project originally opened bids on June 29, 2017. The low bid substantially exceeded the budgeted funds, and since this project was only to be funded by the airport, the bids were rejected and the project postponed.

The project was re-bid at the start of the new calendar year with the understanding that NCDOT Commercial Service Funds would be available to fund the project. Bids were received on January 11, 2018. Less than three bids were received. Under North Carolina procurement law; (1) the airport was unable to open the bids, and they were returned to the bidders, and; (2) the project was immediately re-advertised for a minimum one-week period, and two bids were received again on January 22nd. Only two bids were required, and procurement rules allow the airport to receive and open these bids due to the re-advertisement period undertaken. The responsive low bid was received by NHM Constructors, LLC in the amount of \$1,043,073.50. The two bids received on June 29,

New Business – Item C



2017, and the two bids received on January 22, 2018, were all consistent in price with the current low bid received from NHM, leading staff to the conclusion that the engineers estimate was low. A 10 percent allowance of \$104,307.35 is recommended for this project, for a total estimated construction cost of \$1,147,380.85.

Additional costs of \$97,500 for construction administration and on-site engineer inspection services with Delta Airport Consultants, bring the total estimated project costs to \$1,244,880.85.

ISSUES

None.

ALTERNATIVES

The Board could elect not to pursue this project. However, this would have a negative impact on aircraft parking demand and future potential airline service options.

FISCAL IMPACT

The estimated expenses of \$1,244,880.85 will be funded entirely with NCDOT Commercial Service Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve a project budget of \$1,244,880.85, (2) approve the Expand Air Carrier Apron construction project with NHM constructors, LLC in the amount of \$1,147,380.85 (\$1,043,073.50 plus \$104,307.35 allowance), (3) approve the Construction Administration Fee not to Exceed \$97,500.00 with Delta Airport Consultants; (4) authorize the Executive Director to execute the necessary documents, and (5) amend the FY2017/2018 budget by adopting the following budget ordinance amendment:



BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2018:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$844,880.85
Totals	<u>\$0</u>	<u>\$844,880.85</u>

This will result in a net increase of \$844,880.85 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Federal Grants – AIP Entitlement Funds	<u>\$ 360,000.00</u>	
Federal Grants – AIP Discretionary Funds NC Department of Transportation Funds		<u>\$ 1,244,880.85</u>
Transfer from GARAA Cash	<u>\$ 40,000.00</u>	
Totals	<u>\$400,000.00</u>	<u>\$ 1,244,880.85</u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 16th day of February, 2018.

 Robert C. Roberts, Chair

Attested by:

 Ellen Heywood, Clerk to the Board

Greater Asheville Regional Airport Authority - Bid Tabulation

Project Name: Expand Air Carrier Apron

Date/Time: January 22, 2018 at 10:00AM

	Company Name & Address	Acknowledgement of Addendum(s)	Bid Bond	Base Bid	
1	Graham County Land Company LLC 750 Tallulah Rd Robbinsville, NC 28771	X	5%	\$1,096,100.00	
2	NHM Constructors, LLC 1121 Brevard Rd Asheville, NC 28806	X	5%	\$1,043,073.50	
3					
4					
5					

The bid summary is certified to be true and correct to the best of my knowledge.

Michael A. Reisman
 Michael A. Reisman, Deputy Executive Director, Development & Operations
 Greater Asheville Regional Airport Authority

Date: 1-25-18

Revised Proposal

NHM CONSTRUCTORS, LLC

Name of Bidder

For

Expand Air Carrier Apron

At

Asheville Regional Airport
Fletcher, North Carolina

Submitted To

Greater Asheville Regional Airport Authority

AIP Project No. 3-37-0005-Pending

In compliance with the Invitation for Bids, the undersigned hereby proposes to furnish the materials and labor and to perform the work for the completion of items listed in the schedule included herein in strict conformance with the Invitation for Bids (advertisement), Plans, Construction Details, General and Special Provisions, Technical Specifications and all other contract documents for the consideration of the prices quoted in the following schedule of bid items. The undersigned agrees, upon receipt of written notice of award, that it will execute a contract in accordance with the bid as accepted and give the required contract bonds with good and sufficient surety, within fifteen (15) calendar days after receipt of notice of formal award of contract and presentation of the prescribed forms.

It is agreed that the undersigned has informed itself fully in regard to all conditions pertaining to the place where the work is to be done, that it has examined the plans and specifications for the work and contractual documents thereto, and has read all the special provisions furnished prior to the opening of bids, and that it has satisfied itself relative to the work to be performed.

It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute bidders obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

It is understood that this proposal is submitted for the purpose of obtaining the work included in subject project at the Airport. Said work includes the following general items:

1. Expand Air Carrier Apron

Said work is described in the project contract documents which also include the place, date, and time of opening proposals.

It is understood that separate contracts on individual schedules of work may be awarded, when included in the bid documents.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance.

It is understood that the Owner reserves the right to accept or reject any or all bids and waive informalities.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluation of proposals, with the right reserved by the Owner to delete minor bid items.

The undersigned agrees, that if awarded the contract, it will commence the work not later than ten (10) days from receipt of the Notice to Proceed and that it will complete the work within the time stipulated in this proposal.

It is understood that for each calendar day that any work remains incomplete after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME) the sum of Three Thousand Dollars (\$3,000.00) as liquidated damages will be deducted from any money due or to become due to the Contractor or its Surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in its contract.

Enclosed is security as required, consisting of (cash, certified check, or bid bond) BID BOND payable to the Greater Asheville Regional Airport Authority, in the amount of \$ 5% of BID AMOUNT

This amount equals 5 percent of the total amount bid submitted by the Contractor.

It is understood that this project is funded by federal, state, and local monies and the Contractor shall be subject to all laws and regulations applicable to recipients of such funds.

The Contractor shall be a licensed Contractor registered with the State of North Carolina, shall list its registration number at the end of the proposal in the designated location and shall enclose a copy of its licensing certificate. In the event that the registration is pending, or in process, a statement as to the status shall be included instead.

REVISED PROPOSAL

AIP Project No. 3-37-0005-Pending
Delta Project No. 17016

BASE BID

Date: 1-22-18

Bid Proposal Summary For All Work Depicted In The Plans And Specifications

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
1 P-100	1 LS	MOBILIZATION <u>Eighty Five Thousand Dollars And Zero Cents</u> PER LUMP SUM	85,000.00		85,000.00	
2 P-140	700 SY	BITUMINOUS PAVEMENT REMOVAL <u>Thirteen Dollars And Sixty Five Cents</u> PER SQUARE YARD	13.65		9,555.00	
3 P-140	100 SY	CONCRETE PAVEMENT REMOVAL <u>Thirty Four Dollars And Zero Cents</u> PER SQUARE YARD	34.00		3,400.00	
4 P-150	1 LS	MISCELLANEOUS DEMOLITION <u>Thirty Five Thousand Dollars And Zero Cents</u> PER LUMP SUM	35,000.00		35,000.00	
5 P-150	310 LF	REMOVE DRAINAGE PIPE <u>Thirty Dollars And Zero Cents</u> PER LINEAR FOOT	30.00		9,300.00	
6 P-150	1 LF	REMOVE DRAINAGE STRUCTURE <u>Two Thousand Two Hundred Fifty Dollars And Zero Cents</u> PER LINEAR FOOT	2,250.00		2,250.00	
7 P-152	1,000 CY	UNCLASSIFIED EXCAVATION <u>Twenty Six Dollars And Zero Cents</u> PER CUBIC YARD	26.00		26,000.00	
8 P-152	600 CY	MUCK EXCAVATION <u>Forty Dollars And Zero Cents</u> PER CUBIC YARD	40.00		24,000.00	
9 P-154	1,000 CY	SUBBASE COURSE <u>Fifty Seven Dollars And Zero Cents</u> PER CUBIC YARD	57.00		57,000.00	

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
10 P-156	1 LS	EROSION AND SEDIMENT CONTROL <u>Thirty Seven Thousand Five Hundred Dollars</u> <u>And Zero Cents</u> PER LUMP SUM	37,500.00		37,500.00	
11 P-156	400 LF	SILT FENCE <u>Five Dollars And Zero Cents</u> PER LINEAR FOOT	5.00		2,000.00	
12 P-160	150 SY	ASPHALTIC PAVING SURFACE MILLING <u>Sixty Dollars And Zero Cents</u> PER SQUARE YARD	60.00		9,000.00	
13 P-304	1,800 SY	CEMENT-TREATED BASE COURSE (6" THICK) <u>Seventeen Dollars And Zero Cents</u> PER SQUARE YARD	17.00		30,600.00	
14 P-405	1,800 SY	GROUND STABILIZATION FABRIC <u>Seven Dollars And Zero Cents</u> PER SQUARE YARD	7.00		12,600.00	
15 P-501	1,750 SY	PORTLAND CEMENT CONCRETE PAVEMENT (12" THICK) <u>One Hundred Sixty Dollars And Zero Cents</u> PER SQUARE YARD	160.00		280,000.00	
16 P-605	1,900 LF	JOINT SEALING FILLER <u>Fifteen Dollars And Zero Cents</u> PER LINEAR FOOT	15.00		28,500.00	
17 P-607	250 LF	EXPANSION JOINT <u>Fifteen Dollars And Zero Cents</u> PER LINEAR FOOT	15.00		3,750.00	

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
18 F-162	450 LF	6' GALVANIZED CHAIN LINK FENCE, W/ BARBED WIRE <u>Fifty Four Dollars And Twenty Cents</u> PER LINEAR FOOT	54.20		24,390.00	
19 F-162	300 LF	TEMPORARY AOA SECURITY FENCE <u>Ninety Nine Dollars And Zero Cents</u> PER LINEAR FOOT	99.00		29,700.00	
20 F-162	450 LF	TEMPORARY 6' CHAIN-LINK FENCE <u>Eighty Three Dollars And Zero Cents</u> PER LINEAR FOOT	83.00		37,350.00	
21 D-701	80 LF	15" RCP, CLASS V <u>One Hundred Twenty Four Dollars And Twenty Cents</u> PER LINEAR FOOT	124.20		9,936.00	
22 D-701	80 LF	18" RCP, CLASS V <u>One Hundred Thirty Nine Dollars And Eighty Cents</u> PER LINEAR FOOT	139.90		11,184.00	
23 D-701	64 LF	30" RCP, CLASS V <u>Two Hundred Twenty Seven Dollars And Fifty Cents</u> PER LINEAR FOOT	227.50		14,560.00	
24 D-705	100 LF	6" PVC UNDERDRAIN <u>Thirty Six Dollars And Zero Cents</u> PER LINEAR FOOT	36.00		3,600.00	
25 D-751	1 LS	60" DIA. DROP INLET W/ NEENAH R-3475-A FRAME AND GRATE <u>Eighteen Thousand Nine Hundred Fifteen Dollars And Zero Cents</u> PER LUMP SUM	18,915.00		18,915.00	

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES	EXTENDED TOTAL
			DOLLARS CENTS	DOLLARS CENTS
26 D-751	1 EA	NCDOT CONCRETE DROP INLET <u>Three Thousand Five Hundred Seventy Two Dollars And Zero Cents</u> PER EACH	3,572.00	3,572.00
27 D-751	1 LS	ADJUST DROP INLET AND INSTALL TOP SLAB <u>Eight Thousand Two Hundred Fifty Six Dollars And Zero Cents</u> PER LUMP SUM	8,256.00	8,256.00
28 T-901	1 AC	PERMANENT SEEDING <u>Two Thousand Six Hundred Fifty One Dollars And Zero Cents</u> PER ACRE	2,651.00	2,651.00
29 T-904	600 SY	SODDING <u>Ten Dollars And Sixty Cents</u> PER SQUARE YARD	10.60	6,360.00
30 T-908	1 AC	MULCHING <u>Two Thousand One Hundred Twenty One Dollars And Zero Cents</u> PER ACRE	2,121.00	2,121.00
31 L-110	15 LF	NON-ENCASED ELECTRICAL DUCT BANK, 1-WAY 2" PVC <u>Two Hundred Forty Three Dollars And Sixty Cents</u> PER LINEAR FOOT	243.60	3,654.00
32 L-110	350 LF	NON-ENCASED ELECTRICAL DUCT BANK, 2-WAY 2" PVC <u>Seventy One Dollars And Forty Cents</u> PER LINEAR FOOT	71.40	24,990.00
33 L-110	50 LF	NON-ENCASED ELECTRICAL DUCT BANK, 4-WAY 4" PVC <u>Two Hundred Seven Dollars And Ninety Cents</u> PER LINEAR FOOT	207.90	10,395.00

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
34 L-110	150 LF	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2" PVC <u>One Hundred Ten Dollars And Twenty Five Cents</u> PER LINEAR FOOT	110.25		16,537.50	
35 L-110	150 LF	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4-WAY 4" PVC <u>One Hundred Ninety Seven Dollars And Forty Cents</u> PER LINEAR FOOT	197.40		29,610.00	
36 L-115	10 EA	ELECTRICAL JUNCTION STRUCTURE, JUNCTION BOX <u>Two Thousand Four Hundred Nine Dollars And Seventy Five Cents</u> PER EACH	2,409.75		24,097.50	
37 L-115	2 EA	ELECTRICAL JUNCTION STRUCTURE, 2-UNIT PULLCAN PLAZA <u>Seven Thousand Three Hundred Sixty Five Dollars And Seventy Five Cents</u> PER EACH	7,365.75		14,731.50	
38 R-520	200 TN	NCDOT AGGREGATE BASE COURSE <u>Sixty One Dollars And Eighty Cents</u> PER TON	61.80		12,360.00	
39 R-610	120 TN	NCDOT ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0B <u>Two Hundred Eighty Nine Dollars And Zero Cents</u> PER TON	289.00		34,680.00	
40 R-610	100 TN	NCDOT ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B <u>Two Hundred Thirty Six Dollars And Zero Cents</u> PER TON	236.00		23,600.00	
41 SP-29	1 LS	RELOCATE SERVICE ANIMAL RELIEF AREA (SARA) <u>Seven Thousand Four Hundred Twenty Three Dollars And Zero Cents</u> PER LUMP SUM	7,423.00		7,423.00	

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES	EXTENDED TOTAL
			DOLLARS CENTS	DOLLARS CENTS
42 SP-30	1 LS	INSTALL LED FLOODLIGHTS <u>Five Thousand Four Hundred Sixty Dollars</u> <u>And Zero Cents</u> PER LUMP SUM	5,460.00	5,460.00
43 SP-31	750 LF	POWER CABLE <u>Nine Dollars And Ninety Eight Cents</u> PER LINEAR FOOT	9.98	7,485.00

Contract Time: 60 Calendar Days

Liquidated Damages: \$3,000.00/Calendar Day

Total Bid Amount \$ 1,043,073.50

FEDERAL CONTRACT LANGUAGE CERTIFICATE

In addition to the specific Federal Contract Provisions listed within this proposal form, the bidder/offeror certifies by signing and submitting this bid or proposal, that they have read, understand and will comply with all of the Federal Contract Provisions contained within the project documents as listed by reference and qualified below:

All Contracts Regardless of Funding Source

- a. Civil Rights – General

All AIP Funded Contracts

- a. Access to Records and Reports
- b. Affirmative Action Plan
- c. Buy American Preferences
- d. Civil Rights – General
- e. Civil Rights - Title VI
- f. Disadvantaged Business Enterprises
- g. Energy Conservation Requirements
- h. Federal Fair Labor Standards Act (Minimum Wage)
- i. Lobbying and Influencing Federal Employees
- j. Occupational Safety and Health Act
- k. Rights to Inventions
- l. Trade Restriction Clause
- m. Veteran’s Preference

Additional Provisions for AIP Funded Contracts that are \$2,000 and greater

- a. Copeland Anti-Kickback
- b. Davis Bacon Requirements

Additional Provisions for AIP Funded Contracts that are \$3,500 and greater

- a. Distracted Driving

Additional Provisions for AIP Funded Contracts that are \$10,000 and greater

- a. Affirmative Action
- b. Equal Employment Opportunity
- c. Nonsegregated Facilities
- d. Termination of Contract

Additional Provisions for AIP Funded Contracts that are \$25,000 and greater

- a. Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are \$100,000 and greater

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls
- c. Contract Work Hours and Safety Standards

Name of Bidder NHM CONSTRUCTORS, LLC

Signature William M. Newman

Name (type or print) WILLIAM M. NEWMAN

Official title MEMBER / MANAGER Date 1/22/18

Intentionally Left Blank

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) 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:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either 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:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US 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).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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.

1/22/18
Date

Wm. M. Hu
Signature

NHM CONSTRUCTORS, LLC
Company Name

MEMBER/MANAGER
Title

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

(2 CFR Part 180 (subpart C); 2 CFR Part 2000; DOT Order 4200.5)
1/29/2016

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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 verify 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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA 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.

1/22/18
Date

NHM CONSTRUCTORS, LLC
Company Name

William H. Hu
Signature

MEMBER / MANAGER
Title

CERTIFICATION REGARDING LOBBYING

(31 USC Par 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II (J); 49 CFR Part 20, Appendix A)

January 29, 2016

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, sub-grants, 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 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.

1/22/18
Date

William Na
Signature

NHM CONSTRUCTORS, LLC
Company Name

MEMBER / MANAGER
Title

TRADE RESTRICTION CERTIFICATION

(49 USC Par 50104; 49 CFR Part 30)

January 29, 2016

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely

on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

1/22/18
Date

William H. Hu
Signature

NHM CONSTRUCTORS, LLC
Company Name

MEMBER / MANAGER
Title

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION: The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

- The bidder is committed to a minimum of 11.9% DBE utilization on this project.
- The bidder (if unable to meet the goal of 11.9% DBE) is committed to a minimum of 8.91 % DBE utilization on this project and has submitted documentation showing good faith effort.

Name of Bidder NHM CONSTRUCTORS, LLC

Signature William M. Newman

Name (type or print) WILLIAM M. NEWMAN

Official title MEMBER/MANAGER Date 1/22/18

DISADVANTAGED BUSINESS ENTERPRISE (DBE) LETTER OF INTENT

(This page shall be submitted for each proposed DBE Firm)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

PROJECT:
Expand Air Carrier Apron

NAME OF BIDDER:
NHM Constructors, LLC

The undersigned intends to perform work in connection with the above project contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority as:

Name of DBE Subcontractor *New Dimensions in Pavement Markings, Inc*

Address *231 Rutledge Rd*

City *Fletcher* State *N.C.* Zip *28732*

The DBE status of the abovenamed subcontractor is certified by the North Carolina Department of Transportation (<https://ebs.ncdot.gov/vendordirectory>). The abovenamed subcontractor is prepared to perform the described work listed in connection with the above contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority. The abovenamed subcontractor is prepared to perform the described work at the Commitment Total for Subcontractor Price identified and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities. Amount \$ *6,000.00*

The abovenamed bidder and subcontractor mutually accepts the Commitment Total for the estimated Unit Prices and Quantities. This commitment total is based on estimated costs that may vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the DBE subcontractor.

Affirmation

The abovenamed DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

<u><i>New Dimensions in Pavement Markings</i></u>	<u><i>NHM Constructors, LLC</i></u>
Name of DBE Subcontractor	Name of Bidder
<u><i>[Signature] Estimator</i></u>	<u><i>[Signature] / Estimator</i></u>
Signature / Title	Signature / Title
<u><i>1-22-18</i></u>	<u><i>1/22/18</i></u>
Date	Date

**** In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void. ****

PROPOSAL FORM

DISADVANTAGED BUSINESS ENTERPRISE (DBE) LETTER OF INTENT

(This page shall be submitted for each proposed DBE Firm)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

PROJECT:
Expand Air Carrier Apron

NAME OF BIDDER:
NHM Constructors, LLC

The undersigned intends to perform work in connection with the above project contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority as:

Name of DBE Subcontractor High Country Hydroseedings, Inc.

Address 276 Sweetwater Drive

City Canton State NC Zip 28716

The DBE status of the abovenamed subcontractor is certified by the North Carolina Department of Transportation (<https://ebs.ncdot.gov/vendordirectory>). The abovenamed subcontractor is prepared to perform the described work listed in connection with the above contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority. The abovenamed subcontractor is prepared to perform the described work at the Commitment Total for Subcontractor Price identified and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities. Amount \$ 10,500.00

The abovenamed bidder and subcontractor mutually accepts the Commitment Total for the estimated Unit Prices and Quantities. This commitment total is based on estimated costs that may vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the DBE subcontractor.

Affirmation

The abovenamed DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

High Country Hydroseedings, Inc.
Name of DBE Subcontractor

NHM Constructors, LLC
Name of Bidder

Don Stewart President
Signature / Title

[Signature] Estimator
Signature / Title

01/21/2018
Date

1/22/18
Date

**** In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void. ****

PROPOSAL FORM
DISADVANTAGED BUSINESS ENTERPRISE (DBE) LETTER OF INTENT

(This page shall be submitted for each proposed DBE Firm)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

PROJECT:
Expand Air Carrier Apron

NAME OF BIDDER:
NHM Constructors, LLC

The undersigned intends to perform work in connection with the above project contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority as:

Name of DBE Subcontractor *Asheville Contracting Co., Inc*

Address *PO Box 1540*

City *Candler* State *NC* Zip *28715*

The DBE status of the abovenamed subcontractor is certified by the North Carolina Department of Transportation (<https://ebs.ncdot.gov/vendordirectory>). The abovenamed subcontractor is prepared to perform the described work listed in connection with the above contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority. The abovenamed subcontractor is prepared to perform the described work at the Commitment Total for Subcontractor Price identified and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities. Amount \$ *47,947.50*

The abovenamed bidder and subcontractor mutually accepts the Commitment Total for the estimated Unit Prices and Quantities. This commitment total is based on estimated costs that may vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the DBE subcontractor.

Affirmation

The abovenamed DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

<u><i>Asheville Contracting Co., Inc.</i></u> Name of DBE Subcontractor	<u><i>NHM Constructors, LLC</i></u> Name of Bidder
<u><i>[Signature]</i></u> Signature / Title <i>Accounts Manager</i>	<u><i>[Signature]</i></u> Signature / Title <i>Estimator</i>
<u><i>1/22/2018</i></u> Date	<u><i>1/22/18</i></u> Date

**** In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void. ****

DISADVANTAGED BUSINESS ENTERPRISE (DBE) LETTER OF INTENT
(This page shall be submitted for each proposed DBE Firm)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

PROJECT:
Expand Air Carrier Apron

NAME OF BIDDER:
NHM Constructors, LLC

The undersigned intends to perform work in connection with the above project contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority as:

Name of DBE Subcontractor Blackmer Grading, Inc

Address PO Box 776

City Swannanoa State NC Zip 28778

The DBE status of the abovenamed subcontractor is certified by the North Carolina Department of Transportation (<https://ebs.ncdot.gov/vendorsdirectory>). The abovenamed subcontractor is prepared to perform the described work listed in connection with the above contract upon execution of the bid and subsequent award of contract by the Greater Asheville Regional Airport Authority. The abovenamed subcontractor is prepared to perform the described work at the Commitment Total for Subcontractor Price identified and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities. Amount \$ 28,500.00

The abovenamed bidder and subcontractor mutually accepts the Commitment Total for the estimated Unit Prices and Quantities. This commitment total is based on estimated costs that may vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the DBE subcontractor.

Affirmation

The abovenamed DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Blackmer Grading, Inc
Name of DBE Subcontractor

NHM Constructors, LLC
Name of Bidder

[Signature]
Signature / Title

[Signature] / Estimator
Signature / Title

1-20-2018
Date

1/22/18
Date

**** In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void. ****

**FAA REPORT OF CERTIFIED DBE CONTRACTORS USED ON
AWARDED AND COMMITTED FAA-ASSISTED CONTRACTS**

Enter the firm's and information for all data that is entered in Sections A/B of the DBE Uniform Form for the FY being reported. Enter online at <https://faa.dbconnect.com/FAA/login.asp?>

Name of Airport: _____

Name of Recipient: _____

City/State/Zip: _____

Goal Period Dates: _____

Preparer's Name: _____

Email address and Telephone No: _____

Date Prepared: _____

DBE Firm:	_____
Address:	_____
City/State/Zip:	_____
POC Name/Phone#:	_____
Type of Work (NAICS):	_____
Dollar Amount of Work:	_____
AIP Grant #s:	_____

Disadvantaged Group (check one):

Black American <input type="checkbox"/>	Hispanic American <input type="checkbox"/>	Native American <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/>
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/>	Non-Minority <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/>	
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	

DBE Firm:	_____
Address:	_____
City/State/Zip:	_____
POC Name/Phone#:	_____
Type of Work NAICS:	_____
Dollar Amount of Work:	_____
AIP Grant #s:	_____

Disadvantaged Group (check one):

Black American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Hispanic American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Native American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Non-Minority <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	

DBE Firm:	_____
Address:	_____
City/State/Zip:	_____
POC Name/Phone#:	_____
Type of Work NAICS:	_____
Dollar Amount of Work:	_____
AIP Grant #s:	_____

Disadvantaged Group (check one):

Black American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Hispanic American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Native American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Non-Minority <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	

DBE Firm:	_____
Address:	_____
City/State/Zip:	_____
POC Name/Phone#:	_____
Type of Work NAICS:	_____
Dollar Amount of Work:	_____
AIP Grant #s:	_____

Disadvantaged Group (check one):

Black American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Hispanic American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Native American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Non-Minority <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	

(Add additional pages as necessary)

BIDDERS LIST

All firms bidding or quoting on subcontracts for this
DOT-assisted project are listed below.

This form must be completed and included with the Contractor's Proposal at the time of bid submission.

<u>Firm Name</u>	<u>Address</u>	<u>Certified DBE or SBE?</u> (DBE, SBE, No)	<u>Age of Firm</u>	<u>GRS*</u>
Brockmeier Grading, Inc.	PO Box 775 Swannanoa, NC 28778	DBE	18 yrs	1
Asheville Contracting Co., Inc.	70 Box 1540 Candler, NC 28715	DBE	51 yrs	2
High Country Hydroseeding, Inc.	276 Sweetwater Dr. Canton, NC 28716	DBE	20 yrs	2
Harrison Construction, Inc.	P.O. Box 6939 Asheville, N.C. 28816	NO	100 yrs	5
New Dimensions in Pavement Markings, Inc.	231 Rutledge Rd Fletcher, NC 28732	DBE	20 yrs	2

*GRS – Annual Gross receipts

Enter 1 for less than \$1 million

Enter 2 for more than \$1 million, less than \$5 million

Enter 3 for more than \$5 million, less than \$10 million

Enter 4 for more than \$10 million, less than \$15 million

Enter 5 for more than \$15 million.

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. One Issued 1/3/18 (DATE)
Addendum No. Two Issued 1/11/18 (DATE)
Addendum No. Three Issued _____ (DATE)
Addendum No. Four Issued _____ (DATE)
Addendum No. Five Issued _____ (DATE)

Name of Bidder NHM Constructors, LLC

Physical Business Address 1121 BREVARD RD
(No P. O. Boxes) ASHEVILLE, NC 28806

Email address: brewman@nhmconstructors.com

Signature William M. Newman

Name (type or print) WILLIAM M. NEWMAN

Official title MEMBER / MANAGER

Date 1/22/18

Telephone No. (828) 670-6652
Area Code

NORTH CAROLINA CONTRACTOR'S LICENSE NO: 72707

****END OF REVISED PROPOSAL****

Bid Bond

Policy Number: Bid Bond

Effective Date: January 22, 2018

KNOW ALL MEN BY THESE PRESENTS, THAT WE NHM Constructors, LLC
 as Principal, hereinafter called the Principal, and
Philadelphia Indemnity Insurance Company a corporation duly organized under the laws of the State
of PA as Surety, hereinafter called the Surety, are held and firmly bound unto Greater
Asheville Regional Airport Authority, hereinafter called the Obligee, in the sum of
Five Percent of Amount Bid - - - - - Dollars (\$ ---- 5% ----)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the principal has submitted a bid for Expand Air Carrier Apron and associated items for
work at the Asheville Regional Airport in accordance with Plans and Specifications prepared by Delta
Airport Consultants, Inc., 11111 Carmel Commons Boulevard, Suite 435, Charlotte, North Carolina
28226, Telephone: (704) 521-9101, Fax: (704) 521-9109.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the principal to enter such Contract and give such
bond or bonds, if the principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and
void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of January ~~2017~~ 2018

NHM Constructors, LLC

(Principal) (Seal)

William Hu

(Title) MEMBER / MANAGER

[Signature]
(Witness)

Philadelphia Indemnity Insurance Company

(Surety) (Seal)

Debra S. Ritter

(Title) Debra S. Ritter, Attorney-in-Fact

[Signature]
(Witness) Angela M. Yount

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Bradford W. Gibson, Angela M. Yount, Debra S. Ritter, Martin D. Pallazza, Raymond J. Garruto, Jenny Snell, H. Thomas Dawkins, Wendy E. Lahm, and Robert C. Tresher of A Marsh McLennan Agency, LLC Company of the City of Charlotte in the State of North Carolina** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

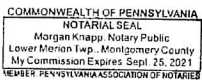
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of January, 20 18.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Contract

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the Greater Asheville Regional Airport Authority (Party of the First Part, hereinafter called the Owner) and NHM Constructors, LLC. (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his/her proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good, firm, substantial, and workmanlike manner, the work specified in strict conformity with the Drawings, and the Specifications hereinafter set forth. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Revised Proposal, for the Expand Air Carrier Apron project at Asheville Regional Airport.

The Contractor shall commence the work with adequate force and equipment on a date to be specified in a written order of the Owner and shall complete the work within Sixty (60) calendar days from and including said date. The Contractor shall fully guarantee his/her workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period. As a condition of final acceptance, the Contractor shall have executed, and submit to the Owner, the "Warranty of Construction" and the "Lien and Claims Release" forms that have been attached to this contract document.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages and not as a penalty, the amount of Three Thousand Dollars (\$3,000.00) per calendar day for each and every part of a day thereafter that said work remains substantially incomplete.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Revised Proposal hereto attached as full compensation for everything furnished and done by the Contractor in the estimated total of One Million, Forty-Three Thousand, Twenty-Three Dollars and Fifty Cents (\$1,043,023.50), based on the quantities completed in an acceptable manner, which sum shall be paid in the manner and terms specified in the Contract Documents, but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claim. Items of work called out in the plans or specifications, that are not specifically listed in the bid form, shall be considered as incidental to a listed bid item(s), or to the project as a whole.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the first party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five days after the receipt of notice from the first party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

In the event that it should become necessary, any question or controversy regarding formation, construction, interpretation, validity, and enforcement of this Agreement, and the rights or obligations of the signatory parties hereto, shall be resolved only by lawfully instituted proceedings in the Circuit Court of the County of Buncombe, North Carolina (state), and the substantive law of the North Carolina (state) or federal law, where applicable, shall govern resolution of any such question or controversy. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate, the _____ day of _____, 2018.

OWNER:

Greater Asheville Regional Airport Authority
Owner

61 Terminal Drive, Suite 1
Address

Fletcher, North Carolina 28732

ATTEST:

Signature

Lew Bleiweis
Name

Executive Director
Title

CONTRACTOR:

NHM Constructors, LLC.
Contractor

1121 Brevard Rd.
Address

Asheville, NC 28816

ATTEST:

Signature

Bill Newman
Name

Title

(SEAL)

Approved As To Form

Executed in Quadruplicate

BY: _____

(Owner's Attorney)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director Signature: _____

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Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that NHM Constructors, LLC. as Principal, hereinafter called Contractor, and _____ a corporation duly organized under the laws of the State of North Carolina, as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority , as Obligee, hereinafter called Owner, in the amount of One Million, Forty-Three Thousand, Twenty-Three Dollars and Fifty Cents (\$1,043,023.50), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____ 2018, entered into a contract with Owner for Expand Air Carrier Apron and other associated items at the Asheville Regional Airport in accordance with Plans and Specifications prepared by Delta Airport Consultants, Inc., 11111 Carmel Commons Boulevard, Suite 435, Charlotte, North Carolina 28226., Telephone: (704) 521-9101, Fax: (704) 521-9109, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then his/her obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever the Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 2018.

Principal

Surety

Signature

Signature

Name

Name

Title

Title

Seal By:

Seal By:

Title

Title

(SEAL)

(SEAL)

Labor and Material Payment Bond

100% OF THE CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS: that NHM Constructors, LLC as Principal, hereinafter called Contractor, and, _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority, as Obligee, hereinafter called Owner, respectively, for the use and benefit of claimants as hereinbelow defined, in the amount of One Million, Forty-Three Thousand, Twenty-Three Dollars and Fifty Cents (\$1,043,023.50), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreements dated _____, 2018, entered into a contract with Owner for Expand Air Carrier Apron and other associated items at the Asheville Regional Airport in accordance with Performance Specifications prepared by Delta Airport Consultants, Inc., 1111 Carmel Commons Boulevard, Suite 435, Charlotte, North Carolina 28226. Telephone: (704) 521-9101, Fax: (704) 521-9109, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor, and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Agent that every claimant as herein defined, who has not been paid in full before the expiration of period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Agent or Owner shall not be liable for the Payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant other than one having a direct contract with the Contractor shall have given written notice to any two of the following: The Contractor, the Agent, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

-
- b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied on this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' lien which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 2018.

Principal

Surety

Signature

Signature

Name

Name

Title

Title

Seal By:

Seal By:

Title

Title

(SEAL)

(SEAL)



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Warranty of Construction

Expand Air Carrier Apron

Asheville Regional Airport
Asheville, North Carolina

Date of Final Acceptance: _____

_____ (Contractor, Address) hereby guarantees that all labor and material furnished and work performed under the above Contract are in accordance with the contract drawings and specifications and authorized alterations and additions thereto, and that all of the work under the Contract is free from faulty materials and improper workmanship, and guaranteed against injury from proper and usual wear, and agreeing (and we do hereby so agree) that should any defect develop during the contract guarantee period, as hereinafter defined, due to improper materials, workmanship or arrangement, we will, upon written notice, replace or re-execute such defective work, together with any other work affected in making good such defects, at the convenience of, and without expense to the Owner.

The Contractor further warrants that all manufacturer's or other warranties on all materials and equipment furnished by Contractor shall run directly to or be specifically assigned to Owner on demand. The Contractor warrants that the installation of any and all materials and equipment shall be in strict accordance with manufacturer's requirements. In the event Owner seeks to enforce a claim based upon a manufacturer's warranty and should such manufacturer then fail to honor its warranty based, in whole or in part, on a claim of defective installation, Owner shall be entitled to enforce said warranty against Contractor in accordance with the terms of said warranty, except that a claim of defective installation shall not be a defense to any such warranty claim by Owner against Contractor.

The contract guarantee period shall be a period of one (1) year from final acceptance, as noted above, except in the cases of manufacturer's or other required extended warranties that extend for periods greater than one year from final acceptance, whereby the contract guarantee period shall extend to match for the items that are so warranted.

The warranty for any work repaired or replaced during the guarantee period shall run for a period of one (1) year from the date of repair or replacement.

Contractor

Subscribed and sworn before me in the State (or Commonwealth) of _____, this
_____ day of _____, 2018.

Notary Public

My Commission Expires

Lien and Claims Release

Expand Air Carrier Apron

Asheville Regional Airport
Asheville, North Carolina

_____ (Contractor, Address) hereby certifies that the work for the above project has been completed in accordance with the Contract Documents, and that all previous progress payments received from the Owner on account of work performed under the Contract referred to has been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the work covered by prior requisitions for payment under said Contract and that all materials and equipment covered by the final requisition for payment are free and clear of all liens, claims, security interests and encumbrances. All persons, firms and partnerships who have furnished labor and/or material to date on said project have been paid.

Contractor

Subscribed and sworn before me in the State (or Commonwealth) of _____, this
_____ day of _____, 2018.

Notary Public

My Commission Expires

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Certificate of Substantial Completion

Expand Air Carrier Apron

Asheville Regional Airport

Asheville, North Carolina

Contract Date: _____ Substantial Completion Amount \$ _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents and approved Change Orders for the Expand Air Carrier Apron project completed by _____ (Contractor) for the Greater Asheville Regional Airport Authority (Owner).

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents _____ (Date).

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within thirty (30) calendar days of the above Date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER _____

By: _____ Date: _____

Accepted by CONTRACTOR _____

By: _____ Date: _____

Accepted by OWNER _____

By: _____ Date: _____

Intentionally Left Blank

Certificate of Final Acceptance

Expand Air Carrier Apron

Asheville Regional Airport
Asheville, North Carolina

Contract Date: _____

Contract Amount \$_____

Final Construction Cost: \$_____

This Certificate of Final Acceptance applies to all Work under the Contract Documents and approved Change Orders for the Expand Air Carrier Apron project completed by _____ (Contractor) for the Greater Asheville Regional Airport Authority (Owner).

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby accepted as complete on _____ (Date).

The following documents and information are attached to and made a part of this Certificate:

1. Warranty of Construction
2. Lien and Claims Release
3. Final DBE Accomplishments

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER _____

By: _____ Date: _____

Accepted by CONTRACTOR _____

By: _____ Date: _____

Accepted by OWNER _____

By: _____ Date: _____



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February 5, 2018

Mr. Michael Reisman
Deputy Executive Director
Asheville Regional Airport
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Subject: Concurrence for Recommendation of Award
Expand Air Carrier Apron
Asheville Regional Airport
Greater Asheville Regional Airport Authority

Dear Mr. Reisman:

Please find enclosed a draft letter to the NCDOT Division of Aviation requesting concurrence with award for the above referenced project. Once the NCDOT Division of Aviation concurs, an enclosed letter format is suggested to notify NHM Constructors, LLC of award.

In accordance with Section 30-04 of the specifications, the proposal guaranty for Graham County Land Company, LLC should be returned at this time. The proposal guaranty for NHM Constructors, LLC is to be returned when the Contractor's contract bond is received and approved by the Owner and the NCDOT Division of Aviation.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

Sierra A. Heaton, E.I.T.
Associate

Enclosures: Draft Letters – Two (2)
cc: Rita Yanz, Asheville Regional Airport
Reference: Delta Project No. 17016

**CONSULTANT SCOPE OF SERVICES NO. SIXTEEN (16)
PROFESSIONAL SERVICES AGREEMENT**



**DELTA AIRPORT
CONSULTANTS, INC.**

PROJECT: Expand Air-Carrier Apron (Approx. 2000 SY) - Construction Phase Services

AIRPORT: Asheville Regional Airport

DELTA PROJECT NO.: 17016

DATE OF ISSUANCE: January 22, 2018

ATTACHMENTS: 1) Scope of Services
2) Fee Summary
3) Rate Schedule

METHOD OF PAYMENT: Construction Administration - Unit Price + Fixed Fee

TASK ORDER AMOUNT: \$ 97,500

CONTRACT TIME: 60 Calendar Days Construction Contract Time

PROJECT DESCRIPTION: ▪ Construction Administration for Apron Expansion

The original Agreement for Professional Services between the Greater Asheville Regional Airport Authority (OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Asheville Regional Airport dated October 14, 2013 shall govern all CONSULTANT SCOPE OF SERVICES executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:

by: 

Kenneth W Moody, P.E., C.M.
Vice President
11111 Carmel Commons Blvd, Ste 435
Charlotte, NC 28226

APPROVED:

by: _____

Lew Bleiweis, A.A.E.
Executive Director
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Digitally signed by Kenneth W Moody
Date: 2018.01.24 09:32:15 -05'00'

**ATTACHMENT 1 - CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES**



Expand Air-Carrier Apron (Approx. 2000 SY) - Construction Phase Services
Asheville Regional Airport
Delta Project No. 17016

January 22, 2018

PHASE	DETAILED TASKS
CONSTRUCTION ADMINISTRATION (CA)	Scope of Services and Contract Owner Coordination Coordinate Subconsultants Project Correspondence Preconstruction Meeting Shop Drawing Review Construction Administration Site Visits (Once per week) Punchlist Inspection Final Inspection Record Drawings Airport Layout Plan Update Final Project Report
RESIDENT PROJECT REPRESENTATIVE	Field Representative (60 hrs during PCC Placement)

ITEMS NOT INCLUDED IN SCOPE: Full Time RPR Services

**ATTACHMENT 2 - CONSTRUCTION PHASE SERVICES
FEE SUMMARY**



Expand Air-Carrier Apron (Approx. 2000 SY) - Construction Phase Services
Delta Project No. 17016

January 22, 2018

FEE SUMMARY		
RPR and Construction Administration Phase Services		\$50,000
<u>SUBCONSULTANTS</u>		
Acceptance Testing	S&ME	\$21,000
Construction/As-Built Surveys	V&M	\$9,800
<u>OTHER DIRECT</u>		
Reproduction		\$700
Travel & Miscellaneous		\$2,500
Per Diem		\$1,500
Fixed Fee		\$12,000
	UNIT PRICE PLUS FIXED FEE TOTAL:	\$97,500

**ATTACHMENT 3 - CONSTRUCTION PHASE SERVICES
2018 RATE SCHEDULE**



Delta Airport Consultants, Inc.
Date: May 18, 2017

<u>Item</u>	<u>2018</u>
Work Hours Billing Rates (with overhead)	
Principal	\$240
Project Manager/Registered Professional	\$209
Design Professional (Engineer/Planner)	\$132
Project Production/Administration	\$107
Clerical	\$46
Field Representative	\$98
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid Advertisement	Direct
Meals, Lodging, etc. (short term)	Direct
Miscellaneous	Direct
Subcontracted Services	Direct
Delta Profit	Fixed Fee

Notes:

1. Billing rates for future years will be increased by 3% annually.
2. Billing rates based on estimated 2018 salaries (i.e.: 2017 salaries plus 3% inflation).
3. Work hour rates include labor overhead, general & administrative overhead per FAA AC 150/5100-14E, paragraph 4-10

**CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES**



Expand Air-Carrier Apron (Approx. 2000 SY) - Construction Phase Services
Asheville Regional Airport
Delta Project No. 17016

January 19, 2018

PHASE	DETAILED TASKS
CONSTRUCTION ADMINISTRATION (CA)	Scope of Services and Contract
	Owner Coordination
	Coordinate Subconsultants
	Project Correspondence
	Preconstruction Meeting
	Shop Drawing Review
	Construction Administration
	Site Visits (Once per week)
	Punchlist Inspection
	Final Inspection
	Record Drawings
	Airport Layout Plan Update
	Final Project Report
RESIDENT PROJECT REPRESENTATIVE	Field Representative (60 hrs during PCC Placement)

ITEMS NOT INCLUDED IN SCOPE: Full Time RPR Services

ESTIMATED HOURS						
PRIN	PM	PD	PA	CLER	RPR	
	2	1	2			
	4	2	2			
	2	4	4			
	8	12	4	2		
	8	0	2			
	4	16	4			
	12	8	8	2		
	80	0	16			
	8			2		
	8					
	2	8	16			
	2	4	4			
	2	1	4			
0	142	56	66	8	0	
						60
0	0	0	0	0	0	60



MEMORANDUM

TO: Members of the Airport Authority

FROM: D. David Nantz
Safety Manager

DATE: February 16, 2018

ITEM DESCRIPTION – New Business Item E

Approve Administration Policies and Procedures Section 117.00 (Revised) – Commercial Ground Transportation Regulation

BACKGROUND

Section 117.00 of the Administration Policies and Procedures provides regulations for the operation of commercial ground transportation vehicles. The current version of the policy was approved on August 8, 2014. With relocation of the rental car ready return lot into the parking garage, the former ready return lot is being transitioned to a dedicated ground transportation lot. All commercial ground transportation operators will exclusively use this lot for all passenger pickups. As a result, new procedures and regulations are needed to ensure efficient and proper operation by ground transportation operators.

Primary revisions to the Commercial Ground Transportation Regulation include provisions for ingress and egress from the new lot, trip fees, references to the recent Airport Ordinance adoption and the relevant Operational Directive, inclusion of Transportation Network Companies, and a number of housekeeping related items.

ISSUES

None.

ALTERNATIVES

None.



FISCAL IMPACT

There is no expenditure related fiscal impact to the Authority. Separately, revisions to the Authority's Supplemental Fees and Charges are necessary to establish permit and per trip fees for commercial ground transportation operators.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the revised Administration Policies and Procedures Section 117.00 – Commercial Ground Transportation Regulation.

OBJECTIVE To promote and enhance the quality of Commercial Ground Transportation, the public convenience, the safe and efficient movement of passengers and their luggage to and from the Airport.

METHOD OF OPERATION It is necessary for the maintenance, operation, regulation and improvement of the Airport that Commercial Ground Transportation be regulated for the safe and efficient use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to enhance safety and reduce congestion in front of the Terminal Building; and to make the Airport as self-sustaining as possible. Operational Directive 14 will be updated and used to manage and implement day to day changes and procedures from time to time to meet shifting industry standards.

Definitions The following words, terms and phrases shall have the meanings herein given, unless otherwise specifically defined:

Airline Personnel Transportation Service. The transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

Commercial Ground Transportation. Any and all of the following: the act of providing the carriage of airport users, passengers or luggage in a Commercial Vehicle to or from the Airport, including but not limited to the Terminal Building or the premises of any fixed base operation; the act of using a Private Vehicle to provide Commercial Ground Transportation to or from the Airport for the owner or other person in possession thereof, when such owner or other person is engaging in air travel, and when the Private Vehicle is to be placed in a commercial off-Airport parking lot or facility; the transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator (whether such agreement is written or oral or a combination thereof).

Commercial Ground Transportation Operator ("Operator"). Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any

type or form of Commercial Ground Transportation. (For purposes of gender, the word "it" when used in lieu of the "Operator" in this Policy shall be deemed to also include "he and "she".)

Commercial Vehicle. Any vehicle, other than a Private Vehicle, which transports passengers, with their luggage (if any), to or from the Airport, and it includes specifically Courtesy Vehicles, Limousines and Taxicabs; and any vehicle which is used by an Operator for the provision of Airline Personnel Transportation Service or Luggage Transportation Service. Vehicles used by drivers who work for Transportation Network Companies are considered commercial vehicles.

Courtesy Vehicle. A Commercial Vehicle of any size, with or without a meter, which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport Parking lot or facility.

Limousine. A Commercial Vehicle that carries fifteen or fewer passengers for a fare, not determined by a meter.

Loading Area. A space or spaces designated by the Executive Director, or designee for the loading of Commercial Vehicles.

Luggage Transportation Service. The transportation, on a recurring basis, of luggage from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

Park or to be Parked. To put or leave or let a Commercial Vehicle stand or stop in any location on the Airport, whether the driver thereof leaves or remains in such vehicle, when such standing or stopping is in a place other than a parking space in a public parking lot and is not required: by a traffic control device, Executive Director or designee, or conditions beyond the control of the driver; or to enable a passenger, with his or her luggage (if any), to get into or out of such Commercial Vehicle.

Pre-reservation. A passenger reservation, accommodation or arrangement for Commercial Ground Transportation made, provided for or arranged prior to the Commercial Vehicle's

entry onto the Airport, or in an authorized staging area by the Authority.

Private Vehicle. A vehicle which transports a person or persons to or from the Airport at no charge, either direct or indirect, to such person or persons or to any other person or entity. A vehicle which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport parking lot or facility, and which carries passengers with Pre-reservations is not a Private Vehicle.

Solicitation. Either directly or indirectly, actively or passively, and at the Airport, to ask, request, seek or try to obtain a passenger or passengers for Commercial Ground Transportation. Commercial Drivers who are found out of the approved areas without permission, or in an area not authorized by Airport Authority Employees will be deemed solicitation.

Taxicab. A Commercial Vehicle that carries fifteen or fewer passengers for a fare, determined by a meter.

Bidding Option

The Authority may from time to time request bids for the carriage of passengers, with their luggage (if any), in a Commercial Vehicle to or from the Airport. In addition, the Authority may from time to time enter into an agreement with the successful bidder (Contract Operator) for such specific Commercial Ground Transportation; and in its sole discretion, and without bidding, the Authority may, from time to time, award an agreement to a Contract Operator for such specific Commercial Ground Transportation. No such agreement (whether awarded with or without bidding) shall be exclusive; however, the Airport Authority reserves the right to determine the timing of how and when more than one contract operator is needed and when the service level can be sustained. The Contract Operator's rights are non-exclusive, and the Authority has, and shall continue to have, the absolute right to enter into agreements with third parties for such specific Commercial Ground Transportation, and such agreements may be on the same or different terms than those set forth in any other agreement.

Nothing in an agreement with the Contract Operator or this Policy prohibits or restricts the City of Asheville, the Asheville Transit Authority or any other governmental agency, department or subdivision from providing mass transportation services.

Loading Areas

The Loading Area (which shall be designated from time to time by the Executive Director or designee) shall be used by all Commercial Vehicle Operators. Passenger pick-up by Commercial Vehicle Operators is not permitted on the front terminal curbside.

Except for Commercial Vehicles of the Contract Operator or except as may be permitted from time to time by a written agreement with the Authority or by the Executive Director or designee, no Commercial Vehicle shall be Parked on the Airport. The Executive Director may establish at his/her sole discretion an area on Airport Property for a Commercial Airport Ground Transportation Staging Lot or parking spaces. The Ground Transportation Staging Lot shall be the only place drivers of Commercial Vehicles can pick-up passengers by the terminal complex and each vehicle shall enter this lot with the assigned vehicle access card that includes payment of trip fees and/or permit fees for any pick-up, and/or contact with passengers. The access card expires at the end of the Ground Transportation Permit Year. Any Commercial Operator, Driver, or both, shall be banned from Airport Property for damaging, circumventing, or sabotaging revenue access control equipment. Commercial Vehicle Operators may drop off passengers at the terminal curbside. The Executive Director may also wave the permitting requirements for such Operators as seasonal or specific delivery companies at his/her sole discretion if in his judgment it is in the best interest of the Airport Authority.

Solicitation

The Operators and the Contract Operator shall not engage in Solicitation.

Passenger Contact

When on Airport Property while making contact with a passenger who has a Pre-reservation, an Operator may contact passengers only adjacent to their vehicle within the gated Ground Transportation Staging Lot. The requirement for making contact is subject to change from time to time by the Executive Director or designee, and is not intended to allow unattended vehicles at any time. Passenger assistance may be granted by a Guest Services Clerk only if arranged in advance by the driver. If the Operator wishes to display a placard or sign to contact such passenger, placard or sign no larger than 12" x 12" is permitted and may only set forth thereon the name of the passenger and/or the name of the passenger's organization, association or company. The name, logo type, emblem or symbol of the passenger's destination may be included on a placard or sign when the

Operator also identifies at least the event or name of the individuals they intend to transport and verification of a Pre-reservation can be obtained. Airport Operations, Department of Public Safety, and Airport Management employees shall have the right to restrict the Operator from displaying a placard or sign at their sole discretion and Operational Directive 14 will be the guide of how, where, and when the sign may be displayed. The vehicle operator may not leave their vehicle unattended at any time other than in areas designated by the Executive Director or designee.

Statement of Information

Each Operator shall forthwith deliver to the Executive Director or designee at his or her office a written statement verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership) or owner, stating the Operator's full legal name, assumed name (if any), street address, mailing address, emergency contact, telephone number and email address and/or facsimile number. Contact information must be kept continuously current and up to date. An updated replacement statement shall be delivered to the Executive Director or designee, no later than July 1st of each calendar.

Commercial Vehicle/Driver Identification and Standards

All Commercial Vehicles shall be clearly identified by at least the Operator's name, assumed name or logo. Each Operator shall deliver to the Executive Director or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact , and so forth) of each Commercial Vehicle. Contact and vehicle information must be kept continuously current and up to date. Vehicle and driver inspections may be conducted from time to time for Taxicab, On-Demand Shared Ride Services, and Transportation Network Companies (TNC) to provide a standard for Commercial Vehicles and drivers. TNC drivers shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the driver will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information. The Executive Director, or designee shall have the Authority to set standards, or may follow, but not limited to a combination thereof, as may be a best practice of the Airport Ground

Transportation Association, Carolinas Parking Association, North Carolina Association of Transportation Regulators, and as set forth in the Recommendations for North American Airport Ground Transportation Standards that are adopted from time to time and is deemed in his sole discretion to be in the Airports best interest. If the Commercial Vehicle is used in the provision of Airline Personnel Transportation Service or Luggage Transportation Service, this list shall also state, with the license plate number, the date on which the annual permit fee (which is referred to below) was paid to the Authority. An updated replacement list shall be delivered to the Executive Director or designee, no later than July 1st of each calendar year, or when the access card and/or permit is issued; and if a Commercial Vehicle is obtained or utilized after July 1st, the Operator shall forthwith provide to the Executive Director, or designee, at his/her office a written notice thereof, stating the information. The Ground Transportation Staging Lot Access Card and Permit shall both expire at the end of the permit year.

Violations

While at the Airport, the Commercial Vehicles and the drivers thereof shall be subject to traffic-control directions by the Executive Director, or designee. The following procedures include a process for violations, fines, and suspensions that are necessary; however, Airport Management is not limited to these procedures and may temporary or permanently suspend companies, drivers, or both immediately and/or while under appeal as deemed in the best interest of the Airport or traveling public. The Executive Director, or designee may suspend companies, drivers, or both as deemed necessary for the orderly operation of the Airport and for the safety of passengers. The Department of Public Safety, Airport Operations, and Airport Management will continuously monitor for unattended ground transportation vehicles and other violations of Airport Policies and Procedures, and Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations on the Airport, and will provide enforcement to ensure this requirement meets security guidelines as may change from time to time. Further, Public Safety Officers and Authority Management may issue Violation Notices, and fines in accordance with the Authority Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations of this policy.

In the event that an Operator or one of its drivers violates any provision of this policy or the Authority's Rules and Regulations, the Executive Director, or designee , may

prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding ten (10) days and impose a fine in accordance with the Authority's Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded. In the event that an Operator or one of its drivers violates any provision of this Policy within ninety (90) days of a previous violation, the Executive Director, or designee, may in his or her sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded. If after the third offense, the Operator or one of its drivers violates any provision of this policy within the remainder of the permit year, or within one hundred eighty (180) days of the previous violation, the Executive Director may in his or her sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport to provide Commercial Ground Transportation for a period not to exceed six (6) months, and impose a fine in accordance with the Authority's Airport Ordinances No. 201701 Airport Rules and Regulations as amended or superseded. The Operator and the driver will be given the opportunity to appear before the Executive Director at an informal hearing to present information and evidence in opposition to such a prohibition; however, the company, operator, or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the Executive Director by certified mail within five (5) business days stating the reasons for the appeal. The Executive Director will respond to the appeal within thirty (30) days with a final decision. If the Operator or one of its drivers do not request an appeal in writing within five business days, the Operator, driver or both shall immediately cease operation on Airport Property as originally notified by the Executive Director, or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

Annual Permit Fee

An annual permit fee and/or a combination of trip fees consistent with approved rates and charges shall be paid by each Operator which is engaged in the provision of Commercial Ground Transportation, including Airline Personnel Transportation Service, Luggage Transportation Service or any other vehicle engaged in transporting airport

passengers with pre-reservations or their luggage. This annual permit fee and trip fees shall be paid to the Authority at the Authority's office in advance and no later than July 1st of each Permit Year. This annual permit and trip fees shall be for a period of twelve (12) months, commencing on July 1st and ending on June 30th. No annual permit fee or portion thereof shall be refundable. If the Operator discontinues such Commercial Ground Transportation or a Commercial Vehicle is no longer utilized, the permit is non-transferable. Should a vehicle be replaced during the permit year, a new permit may be issued at a replacement cost of \$50.00, as well as, lost access cards that is consistent with approved rates and charges. This cost is to cover the administrative time necessary for the replacement, including vehicle inspection. If the permit or card cannot be returned, the full cost must be paid to replace the permit or access card consistent with the rates and charges.

The Authority may from time to time change the amount of the permit fee, or change fee. The Authority may also add other fees such as a trip fee to and/or from the Airport, application fee, or dwell time fee, with due regard to such matters as, for example, the Authority's property and improvements and the costs thereof, and the Authority's operational and maintenance expenses. Such fees will be consistent with approved rates and charges.

An airline shall forthwith provide to the Authority a copy of any agreement between the airline and an Operator relative to Airline Personnel Transportation Service or Luggage Transportation Service. If the entire agreement is not in written form, the airline shall provide to the Authority a written summary of the agreement, current insurance certificate in the appropriate amounts, the names of the contract parties and sub-contract parties (if any) the term of the agreement, and all consideration from the airline to the Operator by July 1st, or the permit application may be denied.

Compliance

The Operators and the Contract Operator shall comply with all Airport Ordinances, Policies and Procedures, Rules and Regulations, applicable laws and regulations of the State of North Carolina and the United States of America and their respective agencies, departments and subdivisions. All fines must be paid and the operator must be in good standing with the Authority, or the permits in effect will be suspended until the operator pays all fines and corrects all deficiencies, including, but not limited to vehicle inspections.

**RIGHT TO AMEND
POLICY**

The Greater Asheville Regional Airport Authority reserves the right to adopt such amendments to this policy from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the public or the operation of the Airport.

**APPROVAL AND
UPDATE HISTORY**

Approval

February 16, 2018

Supersedes

August 8, 2014, July 1, 2012, June 11, 2010, January 24, 2005, March 15, 2004; September 15, 1997; December 1, 1991; July 16, 1990; September 22, 1986; Enacted, June 23, 1986



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: February 16, 2018

ITEM DESCRIPTION – New Business Item F

Amendment to Supplemental Fees and Charges Schedule

BACKGROUND

Each year during the budget process, the Board approves and adopts supplemental fees and charges. Ground transportation rates are part of this approval process. Staff is seeking approval for an amendment to the budget to change the ground transportation fee structure. This is in conjunction with the utilization of the parking lot which will allow per trip analysis of ground transportation providers.

ISSUES

Some operators are only on site a few times each year and this new rate method is more equitable for these operators. TNCs, nationally, operate on a per trip method. The new rates and charges are more conducive to their operational model.

ALTERNATIVES

None recommended.

FISCAL IMPACT

We anticipate higher revenues from most operators using the per trip fee basis.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the amended changes to the FY 2017/2018 Annual Budget Supplemental Fees and Charges Schedule.

Attachment

New Business – Item F

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
SUPPLEMENTAL FEES AND CHARGES
FY 2017/2018 ANNUAL BUDGET**

	FY 2017/2018 Current Fees			FY 2017/2018 Proposed Fees		
	Cost		Per	Cost		Per
<u>Maintenance</u>						
Scissor Lift	\$	100.00	day	\$	100.00	day
Large ADA Ramp Rental	\$	100.00	use	\$	100.00	use
Air Stair Rental	\$	100.00	use	\$	100.00	use
Volvo Wheel Loader	\$	150.00	use	\$	150.00	use
Fork-lift	\$	100.00	use	\$	100.00	use
Pallet Jack	\$	50.00	use	\$	50.00	use
Tenant Sweeper	\$	125.00	hour	\$	125.00	hour
Service Truck	\$	50.00	hour	\$	50.00	hour
Backhoe	\$	100.00	hour	\$	100.00	hour
Lighted X	\$	200.00	day	\$	200.00	day
Light Tower	\$	150.00	day	\$	150.00	day
Paint Stripper	\$	100.00	hour	\$	100.00	hour
Large Aircraft Removal Dolly	\$	200.00	day	\$	200.00	day
Small Aircraft Removal Dolly	\$	100.00	day	\$	100.00	day
Aircraft Jack	\$	100.00	use	\$	100.00	use
Cores	\$	40.00	each	\$	40.00	each
Keys	\$	12.00	each	\$	12.00	each
Large Dump Truck	\$	200.00	hour	\$	200.00	hour
Small Broom	\$	200.00	hour	\$	200.00	hour
Large Broom	\$	300.00	hour	\$	300.00	hour
Pressure Washer	\$	125.00	hour	\$	125.00	hour
Maintenance Labor Rate (1)	\$	45.00	hour	\$	45.00	hour
Security Escort Rate (1)	\$	45.00	hour	\$	45.00	hour
<u>Department of Public Safety</u>						
ARFF Apparatus for 1500 gal. or greater	\$	250.00	hour	\$	250.00	hour
ARFF Apparatus for less than 1500 gal.	\$	150.00	hour	\$	150.00	hour
Command, Police, and Ops support vehicles	\$	100.00	hour	\$	100.00	hour
Aircraft recover dolly	\$	150.00	day	\$	150.00	day
Maintenance Labor Rate (1)	\$	45.00	hour	\$	45.00	hour
Mutual Aid Agencies collected on their behalf			as incurred			as incurred
Replacement charges for AVL equipment/supplies			as incurred			as incurred
<u>Information Technology (IT) Department</u>						
IT Labor Rate - Non-Network (1)	\$	40.00	hour	\$	40.00	hour
IT Labor Rate - Network Related (1)	\$	60.00	hour	\$	60.00	hour
Cable Television (CATV) Signal Transport Fee	\$	10.00	month	\$	10.00	month
Cable Television-150+ Channels (2 & 3)	\$	45.00	month	\$	45.00	month
Dark Fiber per strand per 0-1000 ft	\$	20.00	month	\$	20.00	month
Dark Fiber per strand per 0-2000 ft	\$	22.00	month	\$	22.00	month
Dark Fiber per strand per 0-3000 ft	\$	24.00	month	\$	24.00	month
WiFi & SSID (required for WiFi Access) (2)	\$	70.00	month	\$	70.00	month
Internet Bandwidth-Not Dedicated (2 MB) (2)	\$	50.00	month	\$	50.00	month
Internet Bandwidth-Not Dedicated (5 MB) (2)	\$	70.00	month	\$	70.00	month
Internet Bandwidth-Not Dedicated (10 MB) (2)	\$	125.00	month	\$	125.00	month
Internet Bandwidth-Not Dedicated (15 MB) (2)	\$	170.00	month	\$	170.00	month
Internet Bandwidth-Not Dedicated (20 MB) (2)	\$	200.00	month	\$	200.00	month
Telephone Service - Per Telephone Number	\$	50.00	month	\$	50.00	month
Fax Service - Per Fax Machine/Phone Number	\$	22.13	month	\$	22.13	month
Cisco IP Phone - Model 7911G	\$	5.67	month	\$	5.67	month
Cisco IP Phone - Model 7945G	\$	11.57	month	\$	11.57	month
Cisco 1 Port Analog Line Converter-ATA186	\$	4.86	month	\$	4.86	month
Cisco 2 Port Analog Line Converter-VG202	\$	22.13	month	\$	22.13	month
AIRIT Shared Use Network Charge - Per Airline	\$	50.00	month	\$	50.00	month

Notes:

- (1) One Hour Minimum, Minimum of 3 hours charged after regular business hours.
- (2) Add \$120 for 2 hours of IT Labor for Setup & Configuration. Fees may be reduced when bundled with other services.
- (3) Add additional upgrades at cost.

Identification Badge Fees and Charges	FY 2017/2018 Current Fees		FY 2017/2018 Proposed Fees	
	Cost	Per	Cost	Per
Initial Badge Issuance				
SIDA Badge	\$ 70.00		\$ 70.00	
Non-SIDA Badge	\$ 37.00		\$ 37.00	
Renewal of Badge				
SIDA Badge	\$ 70.00		\$ 70.00	
Non-SIDA Badge	\$ 37.00		\$ 37.00	
Lost Badge Replacement				
SIDA Badge (4)	\$ 85.00 / \$ 100.00		\$ 85.00 / \$ 100.00	
Non-SIDA Badge (5)	\$ 60.00 / \$ 75.00		\$ 60.00 / \$ 75.00	
Damaged Badge				
SIDA Badge (6)	\$ 37.00 / \$ 45.00		\$ 37.00 / \$ 45.00	
Non-SIDA Badge (6)	\$ 37.00 / \$ 45.00		\$ 37.00 / \$ 45.00	
Security Escort Training	\$ 25.00		\$ 25.00	
Lock-out Service (7)	\$ 25.00		\$ 25.00	

Notes:

- (4) \$85.00 for the first replacement badge, \$100.00 for the second replacement badge.
- (5) \$60.00 for the first replacement badge, \$75.00 for the second replacement badge.
- (6) \$37.00 for a damaged badge, \$45.00 if badge damaged due to negligence.
- (7) \$25.00 Lock-out Service Charge applies after the first 2 free service calls.

Parking

Long term	\$ 1.50	0 - 1 hour		
	\$ 1.50	each add'l hour		
	\$ 8.00	day		
	0 \$ 48.00	week		
Long term - Surface Lot			\$ 2.00	hour
			\$ 9.00	day
			\$ 54.00	week
Parking Garage			\$ 2.00	hour
			\$ 13.00	day
			\$ 78.00	week
Short term	\$ 1.00	1/2 hour (4 hr max)	\$ 1.00	1/2 hour
	\$ 25.00	day	\$ 20.00	day
Employee Parking Rate	\$ 60 / \$50	new/renewal	\$ 60 / \$50	new/renewal
Commuter Parking Rate	\$ 290 / \$275	new/renewal	\$ 290 / \$275	new/renewal
Fines	up to \$1,000	day	up to \$1,000	day

Ground Transportation

Charter Bus Company (8)	\$ 4,000	annual	\$ 4,000.00	annual
Airport Ground Transportation Permit (9)	\$ 300	annual	\$ 50.00	annual
Airport Ground Transportation Pick-up Fee (9)			\$ 2.50	per trip
Transportation Network Company (TNC)	\$ 7,500	annual	\$ 3.50	per trip
Off-Airport Rental Car Fee	7.50%	of gross revenue	7.50%	of gross revenue

Notes:

- (8) Companies with a vehicle fleet inclusive of a minimum of 5 charter coach vehicles with seating capacity greater than 20 seats.
- (9) All Ground Transportation operators except TNCs and charter bus companies



Community Outreach

Asheville Regional Airport



Our strategic approach

Goal, focus, resource allocation



Strategic goal: Practice good corporate citizenship

- Define community outreach focus
- Engage AVL team
- Comply with FAA rules

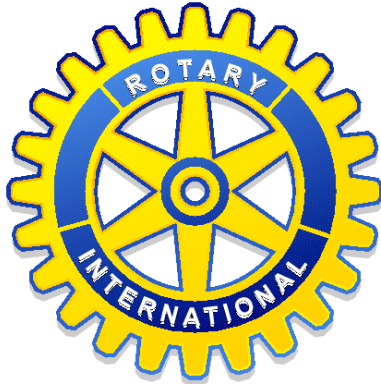
- Bring “community” into the airport space & experience
- Share information about the airport with community groups
- Sponsor / support aviation-related organizations
- Sponsor / support events or organizations that support our marketing plan
- Identify opportunities to engage AVL team in community outreach & initiatives

FOCUS 1: Bring “community” into the airport space & experience

- Paws for Passengers
- Wings for Autism
- Art in the Airport
- Student Artwork Showcase
- Sounds of the Holidays
- Music in the Airport
- Music on the Fly



FOCUS 2: Share information about the airport with community groups



Wendy Banks @CMTR... 10 Jul 2017
Thanks Lew @asheville Regional Airport for the Tour of Your Public Safety Facility. Very cool!



Henderson Co Chamber...
Tina Kinsey with Asheville Airport will speak on improvements/developments @ the Airport. 7:45 am, The Chariot, Church St., Hendersonville.



Haywood Chamber @... 9 Aug 2016
Don't miss our next I&E program with Lew Bleiweis, AAE - Asheville Regional Airport.
web.haywoodchamber.com/events/issues-...



FOCUS 3: Sponsor / support aviation-related organizations



Asheville Regional Airport
Published by Tina Culver Kinsey [?] · October 5, 2017 · 🌐

Fly in one of the first all-metal, multi-engine airliners built between 1926 - 1933. The Ford Tri-Motor was the first regularly scheduled commercial airliner to operate. Experience history! Flights available October 6-8. Find out more at <https://www.eaa.org/.../fly-the-ford-eaa-ford-tri-motor-airpl...>

Fly on the Ford Tri-Motor

The Facebook post includes a video thumbnail showing a close-up of the Ford Tri-Motor's fuselage with the name 'Ford TRI-MOTOR' visible. A play button icon is overlaid on the video. The text of the post describes the historical significance of the aircraft and provides information about the flights.



FOCUS 4: Sponsor / support community events or organizations that fit in our marketing plan

Asheville Regional Airport
 Published by Alexandra Bradley [?] · January 24 at 10:58am · 🌐

Check out the finalists and winning images of the WNC magazine's Images of Western North Carolina Photo Exhibit presented by Asheville Regional Airport on display in the airport Art Gallery. The special exhibit will be on display through February 21.

Presented by
Asheville REGIONAL AIRPORT **Art** airport

MEET THE ARTISTS

Amateur Category	Professional Category
Adam Roades	Blaise Hristova, Blaise Photography
Clint Calhoun	Derek DiLuzio, Derek DiLuzio Photography
J Smitanic, Dawnfire Photography	Erin McGrady, Authentix Asheville
James Harrison	James K. Fay
James K. York	Jim Huff
Joanna Postlethwaite	Mike Tuttle, Annabran Imagery
Katherine Dellinger	Neil Jacobs, Neil Jacobs Photographer
	Scott Hotaling, Light of the Wild
	Terry Barnes, Terry Barnes Fine Art Photography
	Tom Hoops, Tom Hoops Photography
	Victoria von Dreble Hecht, von Dreble Images

Asheville Regional Airport added 4 photos and a video. ...
 Published by Alexandra Bradley [?] · September 30, 2017 · 🌐

A beautiful morning to send off Blue Ridge Honor Flight to D.C. on American Airlines! We were honored to see veterans from WWII, The Korean War, and Vietnam on this flight and we thank you for your service. 🇺🇸 #flyAVL #Blueridgehonorflight

+2

👤 16,091 people reached



Business After Hours – Asheville



Business After Hours – Hendersonville



Asheville Tourists



Hands On! – Summer Educational Series



Flat Rock Playhouse



Asheville REGIONAL AIRPORT COMMUNITY CONNECTIONS
Our region is filled with vibrant non-profit organizations that provide needed services and a focus on the arts and humanities. Get to know this part of Western North Carolina!



FOCUS 5: Identify opportunities to engage AVL team in community outreach & initiatives

- United Way Campaign & Days of Caring
- City of Asheville Internship Program
- Career Days – Public School Systems
- Chambers of Commerce
- Blood Drives
- Operation Medicine Drop – Substance Free Buncombe Youth
- Public Safety – Fire & Police outreach



Other Details

- Approximately 19% of the marketing budget designated for community outreach initiatives
- Strategic goal results in positive perception & relationships
- AVL highlighted in Journal of Airport Management

This week at AVL...

THIS WEEK AT AVL...





Questions?



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: February 16, 2018

ITEM DESCRIPTION – Information Section Item A

December, 2017 Traffic Report – Asheville Regional Airport

SUMMARY

December, 2017 overall passenger traffic numbers were up 18.9% compared to the same period last year. Passenger traffic numbers reflect a 19.2% increase in passenger enplanements from December, 2016. Enplanements for Fiscal Year to Date total 278,763 which is a 14.9% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in December 2017 were up by 16.5%. There were no flight cancellations for the month.

American Airlines: American's December 2017 passenger enplanements represent a 19.8% increase over the same period last year. There were eight (8) flight cancellations for the month.

Delta Airlines: Delta's December 2017 enplanements decreased by 2.8% compared to December 2016. There were no flight cancellations for the month.

United Airlines: In December 2017, United Airlines saw an increase in enplanements by 99.3% over the same period last year. There were no flight cancellations for the month.

Monthly Traffic Report Asheville Regional Airport

December 2017



Category	Dec 2017	Dec 2016	Percentage Change	*CYTD-2017	*CYTD-2016	Percentage Change	*MOV12-2017	*MOV12-2016	Percentage Change
Passenger Traffic									
Enplaned	39,419	33,076	19.2%	477,397	414,606	15.1%	477,397	414,606	15.1%
Deplaned	<u>39,307</u>	<u>33,120</u>	18.7%	<u>479,237</u>	<u>412,042</u>	16.3%	<u>479,237</u>	<u>412,042</u>	16.3%
Total	78,726	66,196	18.9%	956,634	826,648	15.7%	956,634	826,648	15.7%
Aircraft Operations									
Airlines	665	347	91.6%	7,840	6,530	20.1%	7,840	6,530	20.1%
Commuter /Air Taxi	<u>685</u>	<u>530</u>	29.2%	10,980	9,844	11.5%	10,980	9,844	11.5%
Subtotal	<u>1,350</u>	<u>877</u>	53.9%	<u>18,820</u>	<u>16,374</u>	14.9%	<u>18,820</u>	<u>16,374</u>	14.9%
General Aviation	2,937	3,011	-2.5%	42,841	43,389	-1.3%	42,841	43,389	-1.3%
Military	<u>356</u>	<u>240</u>	48.3%	<u>4,689</u>	<u>4,214</u>	11.3%	<u>4,689</u>	<u>4,214</u>	11.3%
Subtotal	<u>3,293</u>	<u>3,251</u>	1.3%	<u>47,530</u>	<u>47,603</u>	-0.2%	<u>47,530</u>	<u>47,603</u>	-0.2%
Total	4,643	4,128	12.5%	66,350	63,977	3.7%	66,350	63,977	3.7%
Fuel Gallons									
100LL	8,140	8,312	-2.1%	163,296	171,160	-4.6%	163,296	171,160	-4.6%
Jet A (GA)	96,851	96,548	0.3%	1,434,270	1,301,812	10.2%	1,434,270	1,301,812	10.2%
Subtotal	<u>104,991</u>	<u>104,860</u>	0.1%	<u>1,597,566</u>	<u>1,472,972</u>	8.5%	<u>1,597,566</u>	<u>1,472,972</u>	8.5%
Jet A (A/L)	<u>267,740</u>	<u>243,646</u>	9.9%	<u>3,554,221</u>	<u>2,626,498</u>	35.3%	<u>3,554,221</u>	<u>2,626,498</u>	35.3%
Total	372,731	348,506	7.0%	5,151,787	4,099,470	25.7%	5,151,787	4,099,470	25.7%

*CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

Monday, January 22, 2018

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

December 2017



	Dec 2017	Dec 2016	Percentage Change	*CYTD-2017	*CYTD-2016	Percentage Change
Allegiant Air						
Enplanements	13,902	11,931	16.5%	148,373	126,793	17.0%
Seats	16,815	14,196	18.4%	177,873	148,263	20.0%
Load Factor	82.7%	84.0%	-1.6%	83.4%	85.5%	-2.5%
American Airlines						
Enplanements	9,577	7,993	19.8%	108,785	100,854	7.9%
Seats	11,935	10,393	14.8%	141,520	128,851	9.8%
Load Factor	80.2%	76.9%	4.3%	76.9%	78.3%	-1.8%
Delta Air Lines						
Enplanements	9,789	10,066	-2.8%	138,243	141,828	-2.5%
Seats	11,314	12,235	-7.5%	167,653	173,752	-3.5%
Load Factor	86.5%	82.3%	5.2%	82.5%	81.6%	1.0%
Elite Airways						
Enplanements	0	0	#Num!	1,295	0	#Div/0!
Seats	0	0	#Num!	2,520	0	#Div/0!
Load Factor	#Num!	#Num!	#Type!	51.4%	#Num!	#Type!
United Airlines						
Enplanements	6,151	3,086	99.3%	80,701	45,131	78.8%
Seats	7,269	3,750	93.8%	97,582	52,114	87.2%
Load Factor	84.6%	82.3%	2.8%	82.7%	86.6%	-4.5%
Totals						
Enplanements	39,419	33,076	19.2%	477,397	414,606	15.1%
Seats	47,333	40,574	16.7%	587,148	502,980	16.7%
Load Factor	83.3%	81.5%	2.2%	81.3%	82.4%	-1.4%

Monday, January 22, 2018

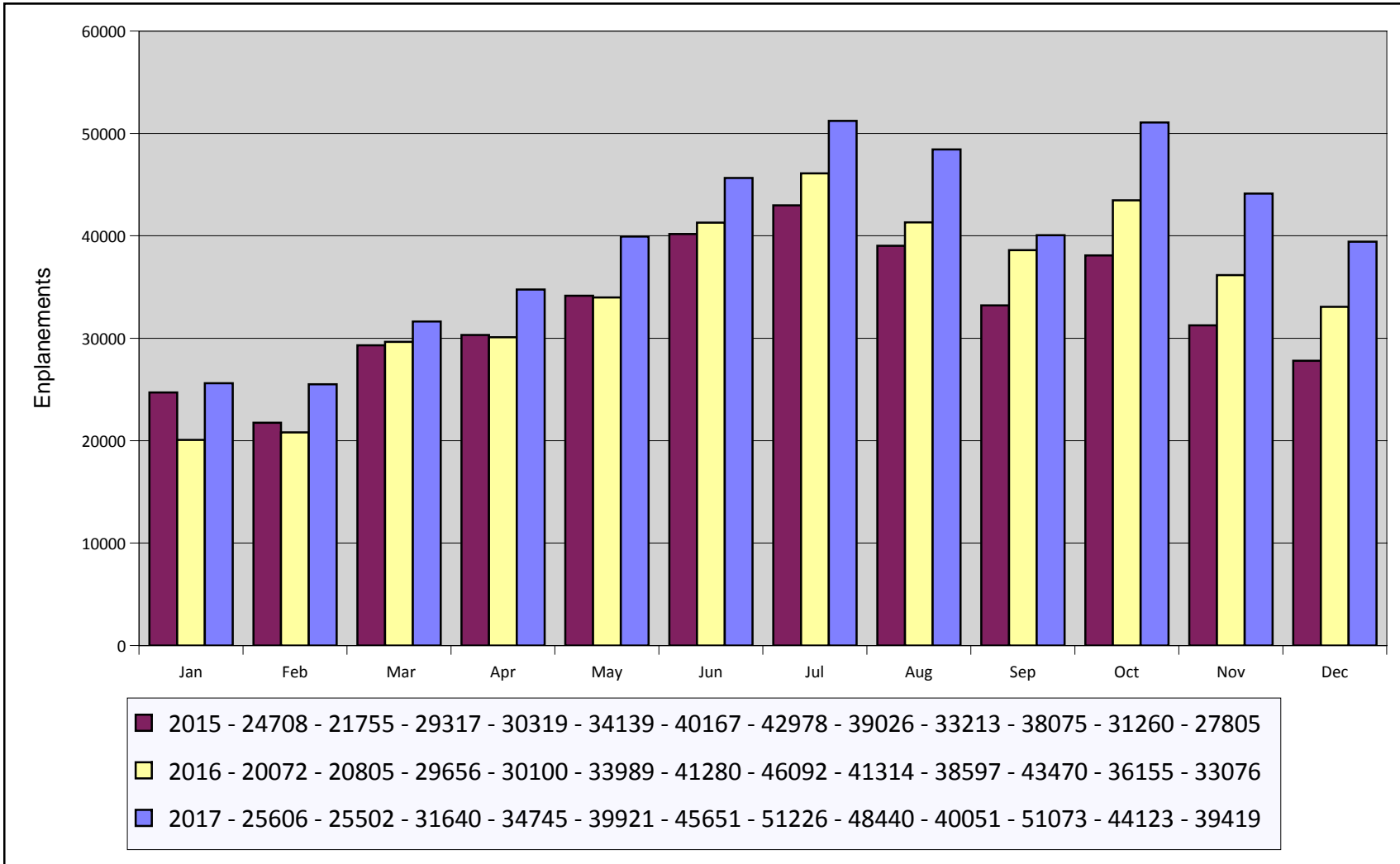
*CTYD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

Airline Flight Completions Asheville Regional Airport December 2017

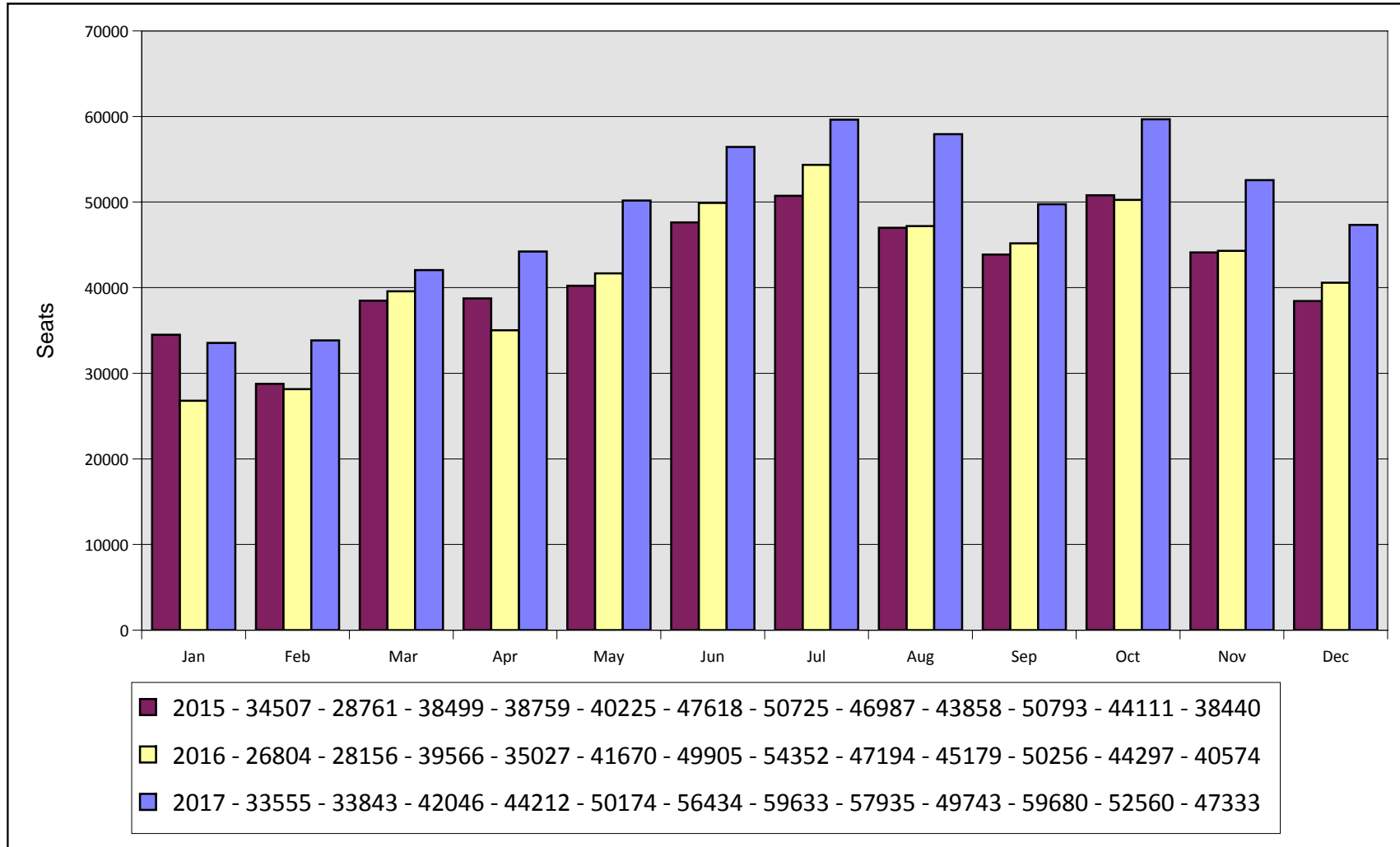


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed
			Mechanical	Weather	Other		
Allegiant Air	95	0	0	0	0	0	100.0%
American Airlines	205	0	0	8	0	8	96.1%
Delta Air Lines	169	0	0	0	0	0	100.0%
Elite Airways	0	0	0	0	0	0	#Num!
United Airlines	95	0	0	0	0	0	100.0%
Total	564	0	0	8	0	8	98.6%

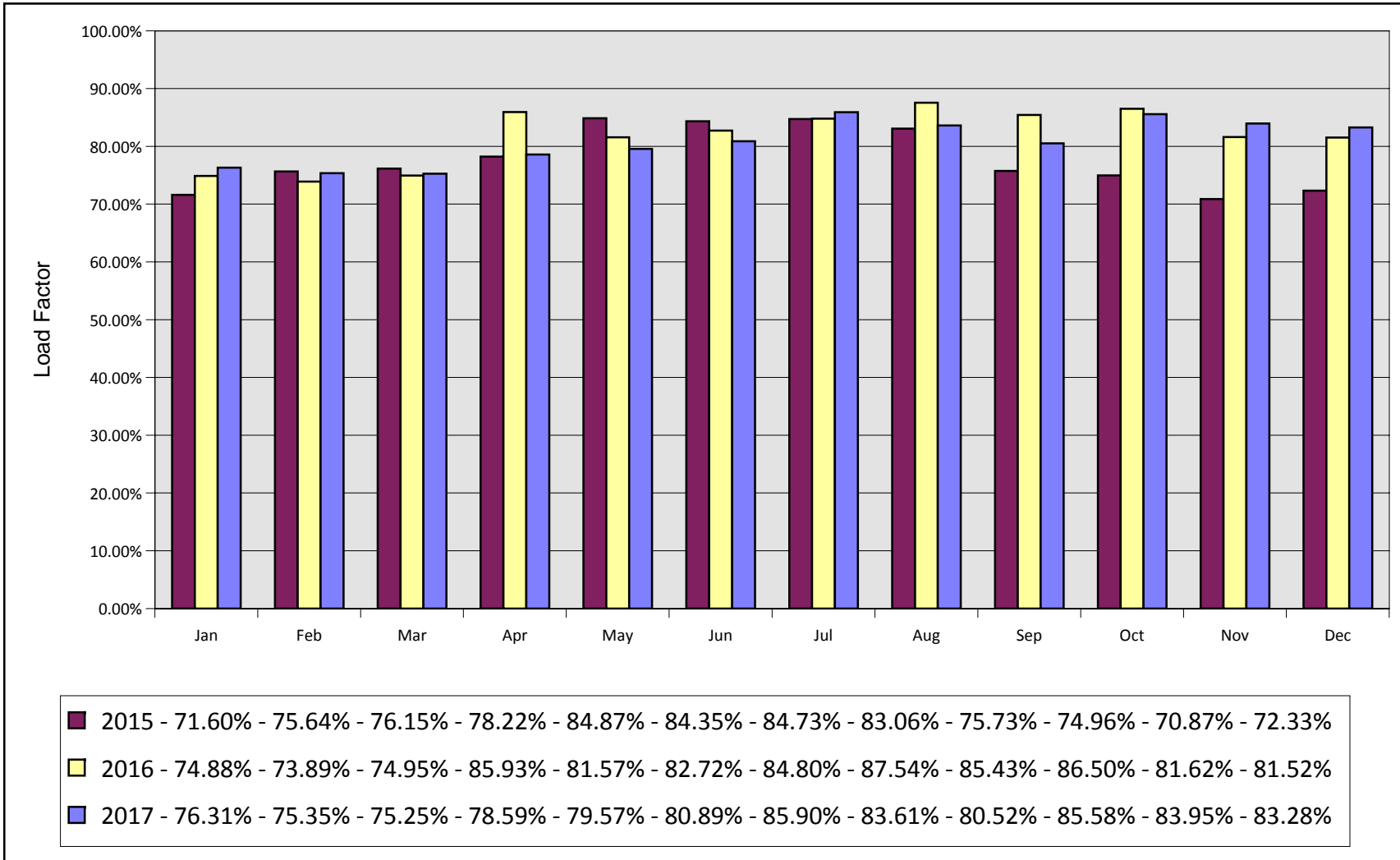
Monthly Enplanements By Year Asheville Regional Airport



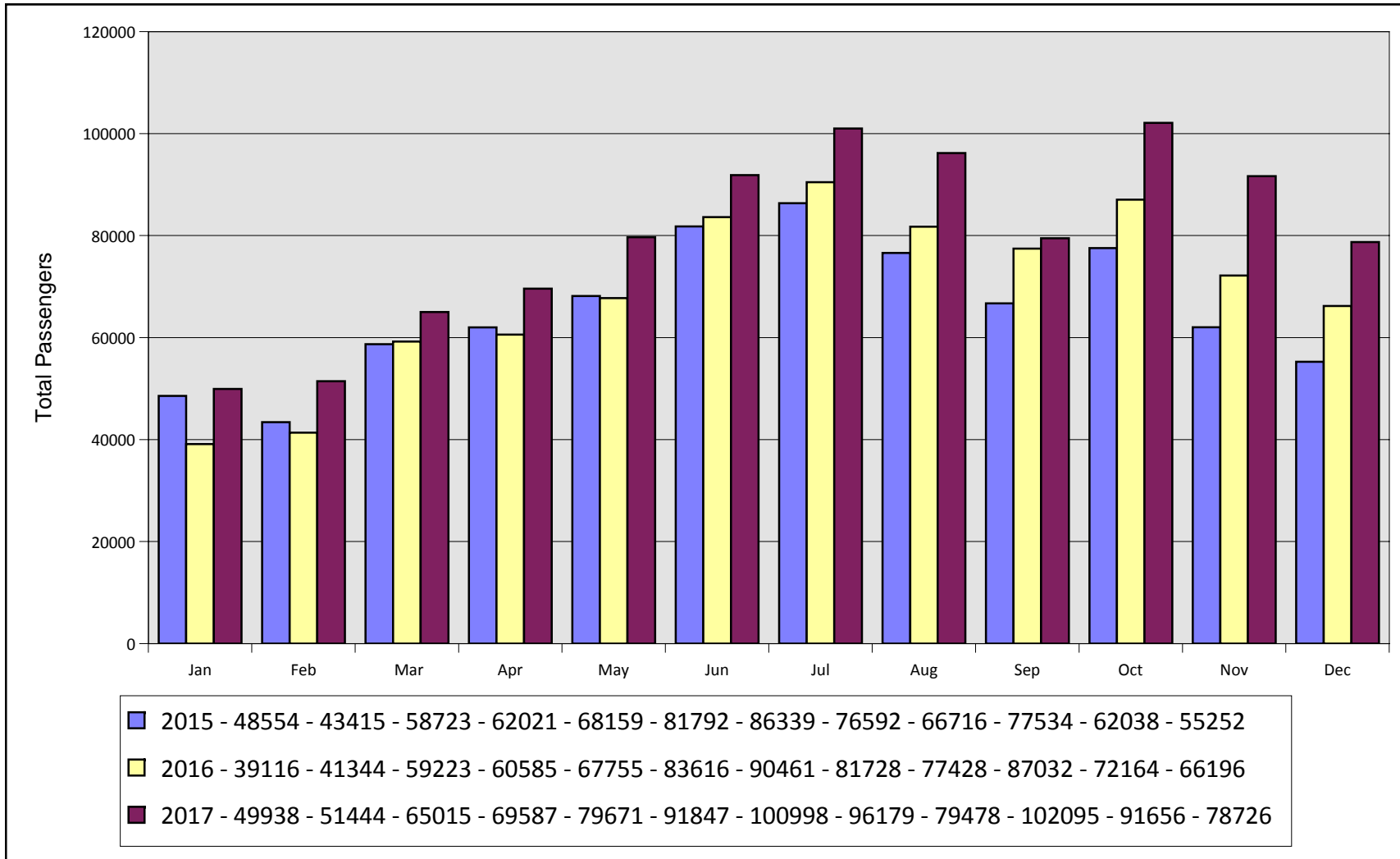
Monthly Seats By Year Asheville Regional Airport



Monthly Load Factors By Year Asheville Regional Airport

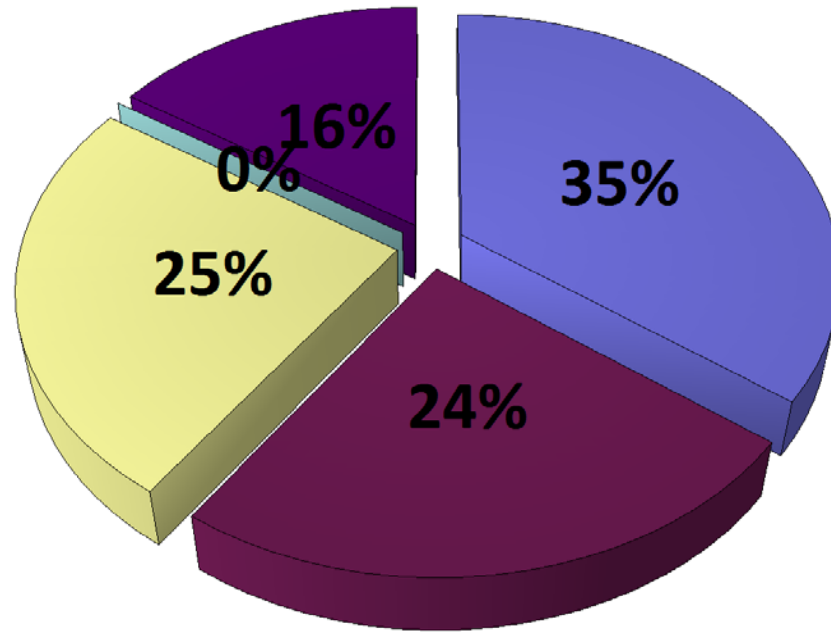


Total Monthly Passengers By Year Asheville Regional Airport



Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From December 2017 Through December 2017



Mkt AI	Travel Period		Feb 2018		Feb 2017		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	32	2,224	38	2,148	(6)	76	(15.8%)	3.5%
AA	CLT	AVL	31	2,161	38	2,148	(7)	13	(18.4%)	0.6%
DL	ATL	AVL	36	2,700	39	3,047	(3)	(347)	(7.7%)	(11.4%)
DL	AVL	ATL	36	2,700	39	3,047	(3)	(347)	(7.7%)	(11.4%)
G4	AVL	EWR	2	354	4	664	(2)	(310)	(50.0%)	(46.7%)
G4	AVL	FLL	7	1,239	4	675	3	564	75.0%	83.6%
G4	AVL	PGD	3	531	2	332	1	199	50.0%	59.9%
G4	AVL	PIE	4	708	2	332	2	376	100.0%	113.3%
G4	AVL	SFB	4	708	2	332	2	376	100.0%	113.3%
G4	EWR	AVL	2	354	4	664	(2)	(310)	(50.0%)	(46.7%)
G4	FLL	AVL	7	1,239	4	675	3	564	75.0%	83.6%
G4	PGD	AVL	3	531	2	332	1	199	50.0%	59.9%
G4	PIE	AVL	4	708	2	332	2	376	100.0%	113.3%
G4	SFB	AVL	4	708	2	332	2	376	100.0%	113.3%
UA	AVL	EWR	6	762	0	0	6	762		
UA	AVL	ORD	14	700	14	700	0	0	0.0%	0.0%
UA	EWR	AVL	6	762	0	0	6	762		
UA	ORD	AVL	14	700	14	700	0	0	0.0%	0.0%
TOTAL			215	19,789	210	16,460	5	3,329	2.4%	20.2%

Mkt AI	Travel Period		Mar 2018		Mar 2017		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	34	2,376	41	2,192	(7)	184	(17.1%)	8.4%
AA	CLT	AVL	34	2,376	41	2,192	(7)	184	(17.1%)	8.4%
DL	ATL	AVL	47	3,324	44	3,008	3	316	6.8%	10.5%
DL	AVL	ATL	47	3,324	43	2,958	4	366	9.3%	12.4%
G4	AVL	EWR	2	354	4	664	(2)	(310)	(50.0%)	(46.7%)
G4	AVL	FLL	6	1,062	4	675	2	387	50.0%	57.3%
G4	AVL	PGD	3	531	2	332	1	199	50.0%	59.9%
G4	AVL	PIE	4	708	2	332	2	376	100.0%	113.3%
G4	AVL	SFB	4	708	2	332	2	376	100.0%	113.3%
G4	EWR	AVL	2	354	4	664	(2)	(310)	(50.0%)	(46.7%)
G4	FLL	AVL	6	1,062	4	675	2	387	50.0%	57.3%
G4	PGD	AVL	3	531	2	332	1	199	50.0%	59.9%
G4	PIE	AVL	4	708	2	332	2	376	100.0%	113.3%
G4	SFB	AVL	4	708	2	332	2	376	100.0%	113.3%
UA	AVL	EWR	7	578	7	954	0	(376)	0.0%	(39.4%)
UA	AVL	ORD	21	1,050	18	900	3	150	16.7%	16.7%
UA	EWR	AVL	7	578	7	954	0	(376)	0.0%	(39.4%)
UA	ORD	AVL	21	1,050	18	900	3	150	16.7%	16.7%
TOTAL			256	21,382	247	18,728	9	2,654	3.6%	14.2%

Mkt AI	Travel Period		Apr 2018		Apr 2017		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
7Q	AVL	VRB	2	94	0	0	2	94		
7Q	VRB	AVL	2	94	0	0	2	94		
AA	AVL	CLT	42	2,553	46	2,332	(4)	221	(8.7%)	9.5%
AA	CLT	AVL	42	2,553	46	2,317	(4)	236	(8.7%)	10.2%
DL	ATL	AVL	47	3,256	46	3,006	1	250	2.2%	8.3%
DL	AVL	ATL	47	3,316	46	3,006	1	310	2.2%	10.3%
G4	AVL	BWI	2	354	1	166	1	188	100.0%	113.3%
G4	AVL	EWR	2	354	4	664	(2)	(310)	(50.0%)	(46.7%)
G4	AVL	FLL	6	1,062	4	675	2	387	50.0%	57.3%
G4	AVL	PGD	3	531	3	498	0	33	0.0%	6.6%
G4	AVL	PIE	4	708	3	498	1	210	33.3%	42.2%
G4	AVL	SFB	4	708	2	332	2	376	100.0%	113.3%
G4	BWI	AVL	2	354	1	166	1	188	100.0%	113.3%
G4	EWR	AVL	2	354	4	664	(2)	(310)	(50.0%)	(46.7%)
G4	FLL	AVL	6	1,062	4	675	2	387	50.0%	57.3%
G4	PGD	AVL	3	531	3	498	0	33	0.0%	6.6%
G4	PIE	AVL	4	708	3	498	1	210	33.3%	42.2%
G4	SFB	AVL	4	708	2	332	2	376	100.0%	113.3%
UA	AVL	EWR	8	780	7	858	1	(78)	14.3%	(9.1%)
UA	AVL	ORD	21	1,050	21	1,050	0	0	0.0%	0.0%
UA	EWR	AVL	8	780	7	858	1	(78)	14.3%	(9.1%)
UA	ORD	AVL	21	1,050	21	1,050	0	0	0.0%	0.0%
TOTAL			282	22,960	274	20,143	8	2,817	2.9%	14.0%



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance & Accounting

DATE: February 16, 2018

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of December 2017 (Month 6 of FY2018)

SUMMARY

Operating Revenues for the month of December were \$914,297, 11.57% over budget. Operating Expenses for the month were \$790,093, 7.37% over budget. As a result, Net Operating Revenues before Depreciation were \$124,204, 48.54% over budget. Net Non-Operating Revenues were \$156,148, 6.38% over budget.

Year-to-date Operating Revenues were \$6,009,709, 10.95% over budget. Year-to-date Operating Expenses were \$4,198,628, 4.80% under budget. Year-to-date Net Operating Revenues before Depreciation were \$1,811,081, 79.93% over budget. Net Non-Operating Revenues for the year were \$1,719,434, 14.85% over budget.

REVENUES

Significant variations to budget for December were:

Terminal Space Rentals-Airline	\$23,277	18.49%	Enplanements over budget
Concessions	\$8,968	28.00%	Enplanements over budget
Auto Parking	\$30,084	12.87%	Enplanements over budget
Rental Car – Car Rentals	\$10,956	8.36%	Enplanements over budget
Landing Fees	\$13,222	16.95%	Enplanements over budget

Information Section – Item B



EXPENSES

Significant variations to budget for December were:

Professional Services	(\$11,169)	(44.87%)	Legal costs paid last month
Contractual Services	\$44,892	55.46%	Budget anticipated shuttle phase out in Nov.
Promotional Activities	\$10,131	88.29%	Timing of promotional and employee activities
Operating Supplies	(\$9,854)	(32.28%)	IT purchases less than anticipated

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$1,173k mainly due to payments toward parking garage.

Refundable Sales Tax Receivable – Refundable Sales Tax Receivable decreased by \$237k due to receipt of sales tax refund.

Grants Receivable – Grant Receivable increased by \$181k due to FAA portion of Airfield Redevelopment project.

Construction in Progress – Construction in Progress increased by \$2,276k mainly due to the parking garage project.

Property and Equipment, Net – Property and Equipment, Net decreased by \$186k due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of December 31, 2017**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	0.20%	\$ 5,920,223	1,241
First Citizens - Money Market Account	0.05%	6,394,792	271
NC Capital Management Trust - Cash Portfolio		17,366	16
NC Capital Management Trust - Term Portfolio		3,064,270	3,391
Petty Cash		200	
 <u>Restricted Cash:</u>			
BNY Mellon		5,859,586	
Bank of America - PFC Revenue Account	0.20%	8,191,707	1,380
		851,334	
Total		<u>\$ 30,299,478</u>	<u>\$ 6,299</u>

Investment Diversification:

Banks	90%
NC Capital Management Trust	10%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended December 31, 2017

	Current Month	Prior Period
Cash and Investments Beginning of Period	<u>\$ 31,473,380</u>	<u>\$ 31,948,142</u>
Net Income/(Loss) Before Capital Contributions	(108,947)	192,999
Depreciation	389,296	389,296
Decrease/(Increase) in Receivables	263,842	7,135
Increase/(Decrease) in Payables	522,183	205,618
Decrease/(Increase) in Prepaid Expenses	16,756	16,756
Decrease/(Increase) in Fixed Assets	(2,479,438)	(1,335,209)
Principal Payments of Bond Maturities	40,638	40,639
Capital Contributions	181,768	8,004
Increase(Decrease) in Cash	<u>(1,173,902)</u>	<u>(474,762)</u>
Cash and Investments End of Period	<u><u>\$ 30,299,478</u></u>	<u><u>\$ 31,473,380</u></u>

Asheville Regional Airport
Detailed Statement of Revenue, Expenses and Changes in Net Assets
For the Month Ending December 31, 2017

	<u>Current Month Actual</u>	<u>Current Month Budget</u>	<u>Variance \$</u>	<u>Variance %</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Variance \$</u>	<u>Variance %</u>	<u>Annual Budget</u>
Operating Revenue:									
Terminal Space Rentals - Non Airline	\$20,378	\$20,377	\$1	0.00%	\$124,251	\$120,781	\$3,470	2.87%	\$243,049
Terminal Space Rentals - Airline	149,178	125,901	23,277	18.49%	927,931	913,750	14,181	1.55%	1,571,724
Concessions	40,995	32,027	8,968	28.00%	275,998	207,782	68,216	32.83%	444,480
Auto Parking	263,834	233,750	30,084	12.87%	1,910,471	1,658,250	252,221	15.21%	3,270,000
Rental Car - Car Rentals	142,043	131,087	10,956	8.36%	1,016,933	789,322	227,611	28.84%	1,579,656
Rental Car - Facility Rent	56,000	52,378	3,622	6.92%	337,588	313,224	24,364	7.78%	627,526
Commercial Ground Transportation	6,298	2,500	3,798	151.92%	38,910	20,000	18,910	94.55%	75,000
Landing Fees	91,212	77,990	13,222	16.95%	458,299	478,317	(20,018)	(4.19%)	774,903
FBO'S	83,405	84,084	(679)	(0.81%)	517,804	517,499	305	0.06%	1,021,005
Building Leases	6,079	13,112	(7,033)	(53.64%)	64,114	77,834	(13,720)	(17.63%)	113,820
Land Leases	7,956	4,915	3,041	61.87%	29,902	29,480	422	1.43%	58,968
Other Leases/Fees	46,919	41,327	5,592	13.53%	307,508	290,435	17,073	5.88%	528,639
Total Operating Revenue	\$914,297	\$819,448	\$94,849	11.57%	\$6,009,709	\$5,416,674	\$593,035	10.95%	\$10,308,770
Operating Expenses:									
Personnel Services	\$395,629	\$430,480	(\$34,851)	(8.10%)	\$2,404,303	\$2,545,785	(\$141,482)	(5.56%)	\$5,400,329
Professional Services	13,724	24,893	(11,169)	(44.87%)	118,229	102,590	15,639	15.24%	312,250
Accounting & Auditing	-	-	-	100.00%	16,200	8,000	8,200	102.50%	16,200
Other Contractual Services	125,843	80,951	44,892	55.46%	597,378	580,485	16,893	2.91%	960,194
Travel & Training	12,638	8,621	4,017	46.60%	82,534	81,376	1,158	1.42%	209,650
Communications & Freight	16,045	8,825	7,220	81.81%	49,651	51,948	(2,297)	(4.42%)	103,900
Utility Services	44,603	47,965	(3,362)	(7.01%)	201,080	259,490	(58,410)	(22.51%)	520,817
Rentals & Leases	2,208	1,033	1,175	113.75%	14,068	5,798	8,270	142.64%	12,000
Insurance	16,679	21,058	(4,379)	(20.79%)	100,352	126,348	(25,996)	(20.57%)	252,700
Repairs & Maintenance	28,624	20,773	7,851	37.79%	140,055	131,568	8,487	6.45%	266,530
Advertising, Printing & Binding	31,882	23,139	8,743	37.78%	79,065	98,434	(19,369)	(19.68%)	257,790
Promotional Activities	21,606	11,475	10,131	88.29%	49,254	55,800	(6,546)	(11.73%)	108,950
Other Current Charges & Obligations	14,531	12,875	1,656	12.86%	65,008	54,575	10,433	19.12%	104,000
Office Supplies	562	750	(188)	(25.07%)	2,414	4,500	(2,086)	(46.36%)	9,000
Operating Supplies	20,672	30,526	(9,854)	(32.28%)	146,560	255,269	(108,709)	(42.59%)	476,793
Books, Publications, Subscriptions & Mem	3,923	12,467	(8,544)	(68.53%)	40,997	48,182	(7,185)	(14.91%)	59,870
Contingency	-	-	-	100.00%	-	-	-	100.00%	100,000
Emergency Repair	-	-	-	100.00%	-	-	-	100.00%	50,000
Business Development	40,924	-	40,924	100.00%	91,480	-	91,480	100.00%	300,000
Total Operating Expenses	\$790,093	\$735,831	\$54,262	7.37%	\$4,198,628	\$4,410,148	(\$211,520)	(4.80%)	\$9,520,973

Asheville Regional Airport
Detailed Statement of Revenue, Expenses and Changes in Net Assets

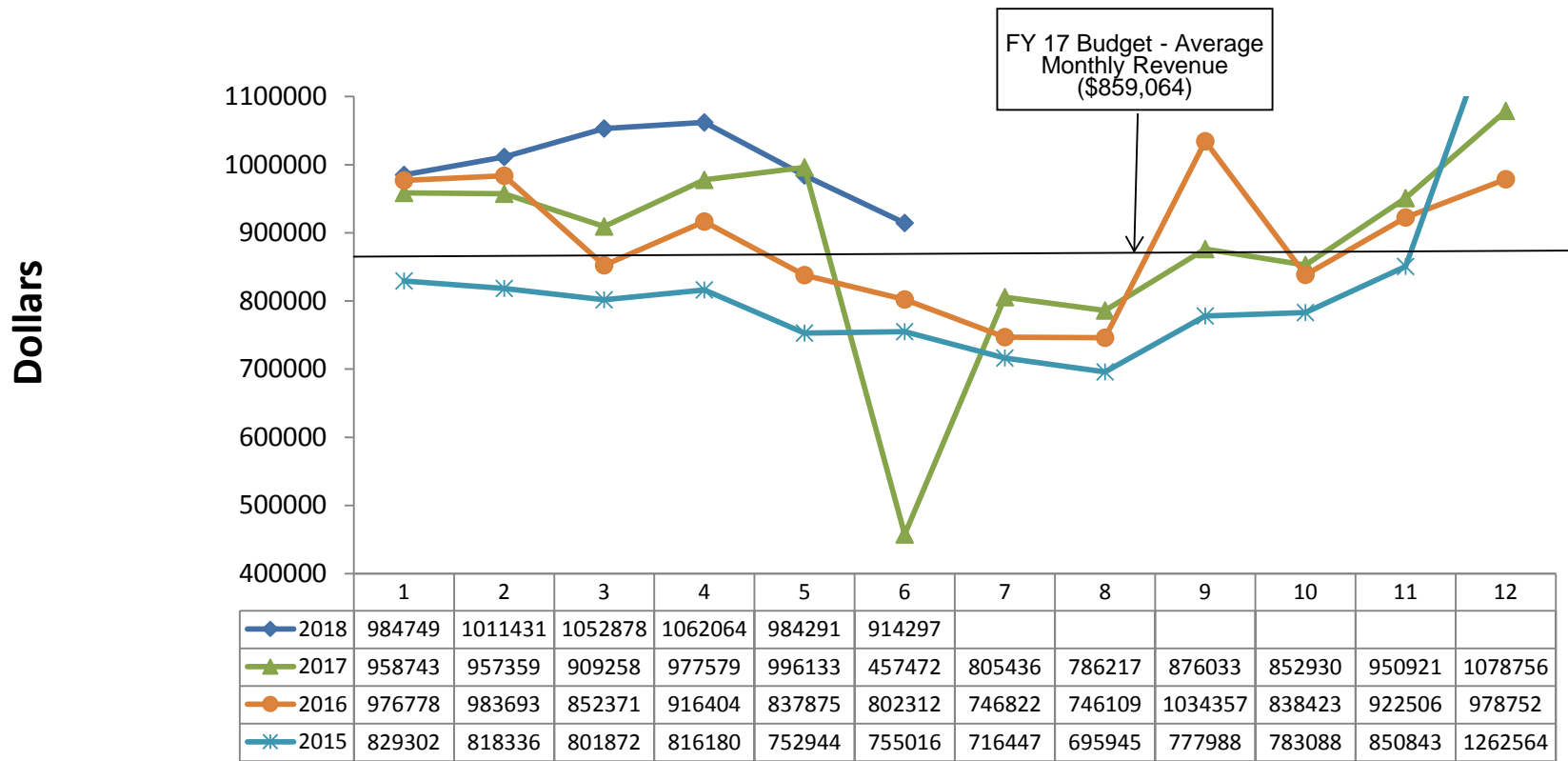
For the Month Ending December 31, 2017

	Current Month Actual	Current Month Budget	Variance \$	Variance %	YTD Actual	YTD Budget	Variance \$	Variance %	Annual Budget
Operating Revenue before Depreciation	\$124,204	\$83,617	\$40,587	48.54%	\$1,811,081	\$1,006,526	\$804,555	79.93%	\$787,797
Depreciation	389,296	-	\$389,296	100.00%	2,335,425	-	\$2,335,425	100.00%	-
Operating Income(Loss) Before Non-Operating Revenue and Expenses	(\$265,092)	\$83,617	(\$348,709)	(417.03%)	(\$524,344)	\$1,006,526	(\$1,530,870)	(152.09%)	\$787,797
Non-Operating Revenue and Expense									
Customer Facility Charges	\$95,502	\$94,500	\$1,002	1.06%	\$821,432	\$810,000	\$11,432	1.41%	\$ 1,350,000
Passenger Facility Charges	84,986	90,000	(5,014)	(5.57%)	1,083,986	913,500	170,486	18.66%	1,788,500
Interest Revenue	6,299	2,917	3,382	115.94%	34,974	17,500	17,474	99.85%	35,000
Interest Expense	(40,639)	(40,639)	-	0.00%	(243,833)	(243,833)	-	0.00%	(487,666)
Bond Expense	-	-	-	100.00%	-	-	-	100.00%	-
Reimbursable Cost Revenues	10,000	-	10,000	100.00%	10,000	-	10,000	100.00%	-
Reimbursable Cost Expenses	-	-	-	100.00%	(1,000)	-	(1,000)	100.00%	-
Gain/Loss on Disposal of Assets	-	0	(0)	0.00%	13,875	0	13,875	0.00%	-
Non-Operating Revenue-Net	\$156,148	\$146,778	\$9,370	6.38%	\$1,719,434	\$1,497,167	\$222,267	14.85%	\$2,685,834
Income (Loss) Before Capital Contributions	(\$108,944)	\$230,395	(\$339,339)	(147.29%)	\$1,195,090	\$2,503,693	(\$1,308,603)	(52.27%)	\$3,473,631
Capital Contributions	\$181,768	\$0	\$181,768	100.00%	\$3,697,150	\$0	\$3,697,150	100.00%	\$0
Increase in Net Assets	\$72,824	\$230,395	(\$157,571)	(68.39%)	\$4,892,240	\$2,503,693	\$2,388,547	95.40%	\$3,473,631

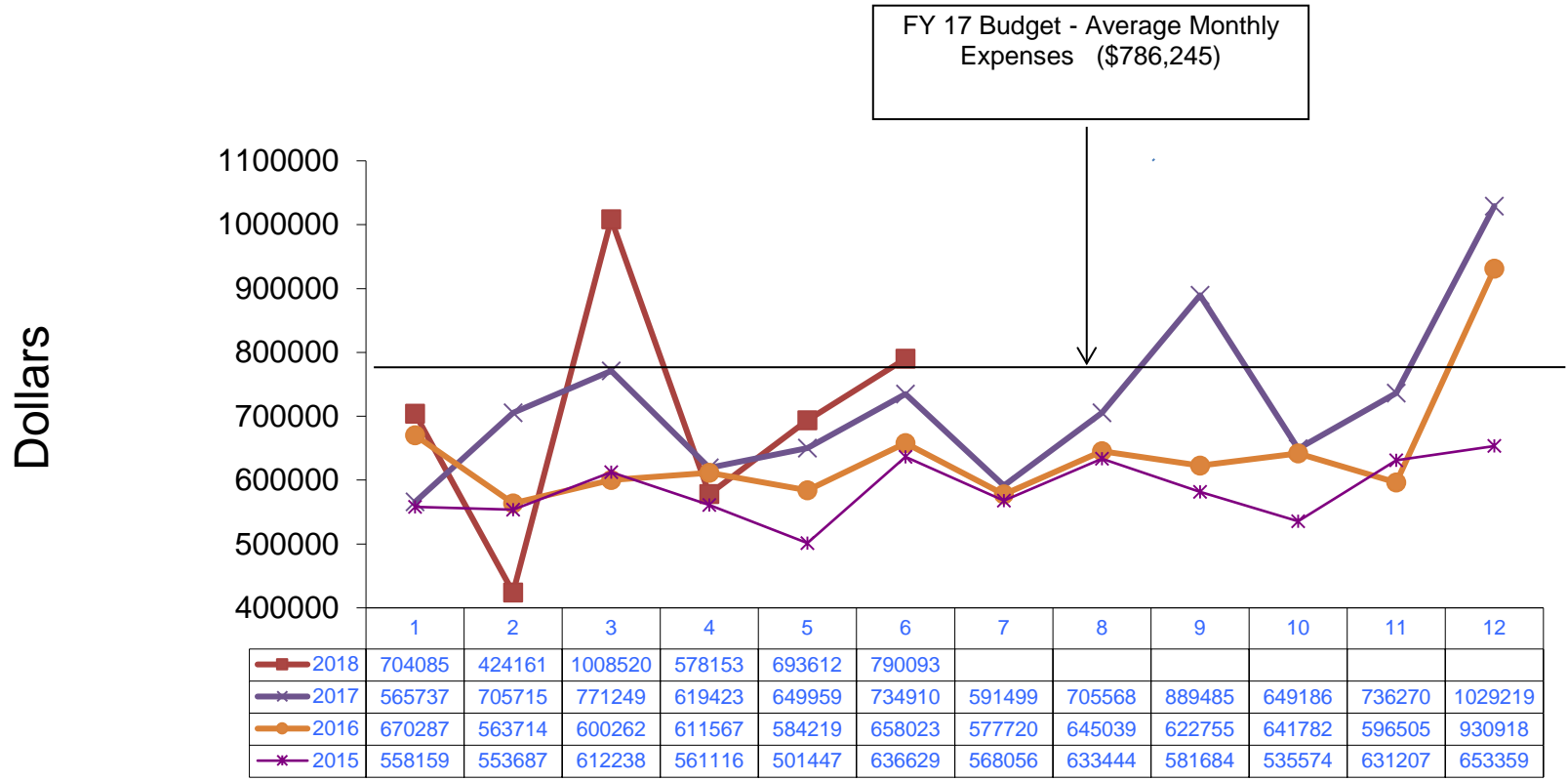
**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of December 31, 2017**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$15,396,852	\$16,899,008
Accounts Receivable	649,733	757,941
Passenger Facility Charges Receivable	225,000	325,000
Refundable Sales Tax Receivable	189,920	427,322
Grants Receivable	393,685	211,917
Prepaid Expenses	100,687	117,443
Total Unrestricted Assets	16,955,877	18,738,631
Restricted Assets:		
Cash and Cash Equivalents	14,902,627	14,574,371
Total Restricted Assets	14,902,627	14,574,371
Total Current Assets	31,858,504	33,313,002
Noncurrent Assets:		
Construction in Progress	72,292,645	70,016,363
Net Pension Asset - LGERS	(1,061,652)	(1,061,652)
Contributions in Current Year	944,231	944,231
Property and Equipment - Net	55,616,075	55,802,214
Total Noncurrent Assets	127,791,299	125,701,156
	\$159,649,803	\$159,014,158
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$1,041,980	\$491,477
Customer Deposits	17,210	17,210
Unearned Revenue	352,065	380,385
Construction Contract Retainages	2,080,038	2,080,038
Revenue Bond Payable - Current	1,215,000	1,215,000
Interest Payable	243,833	203,194
Total Payable from Unrestricted Assets	4,950,126	4,387,304
Total Current Liabilities	4,950,126	4,387,304
Noncurrent Liabilities:		
Other Postemployment Benefits	1,209,372	1,209,372
Compensated Absences	350,006	350,006
Net Pension Obligation-LEO Special Separation Allowance	441,122	441,122
Revenue Bond Payable - Noncurrent	18,830,000	18,830,000
Total Noncurrent Liabilities	20,830,500	20,830,500
Total Liabilities	25,780,626	25,217,804
Net Assets:		
Invested in Capital Assets	107,863,720	105,773,577
Restricted	14,902,627	14,574,371
Unrestricted	11,102,830	13,448,406
Total Net Assets	133,869,177	133,796,354
	\$159,649,803	\$159,014,158

ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month December 2017

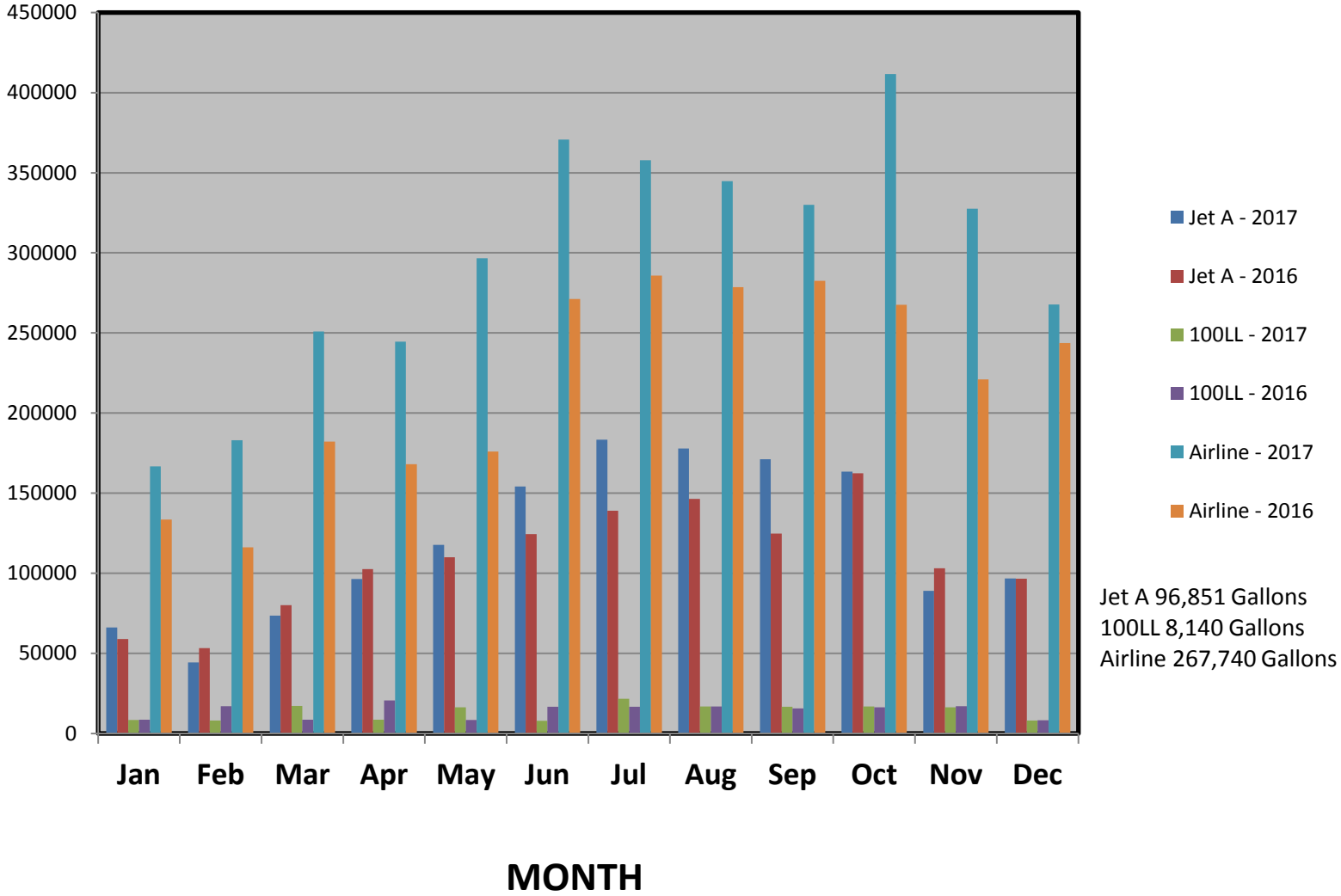


ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month December 2017

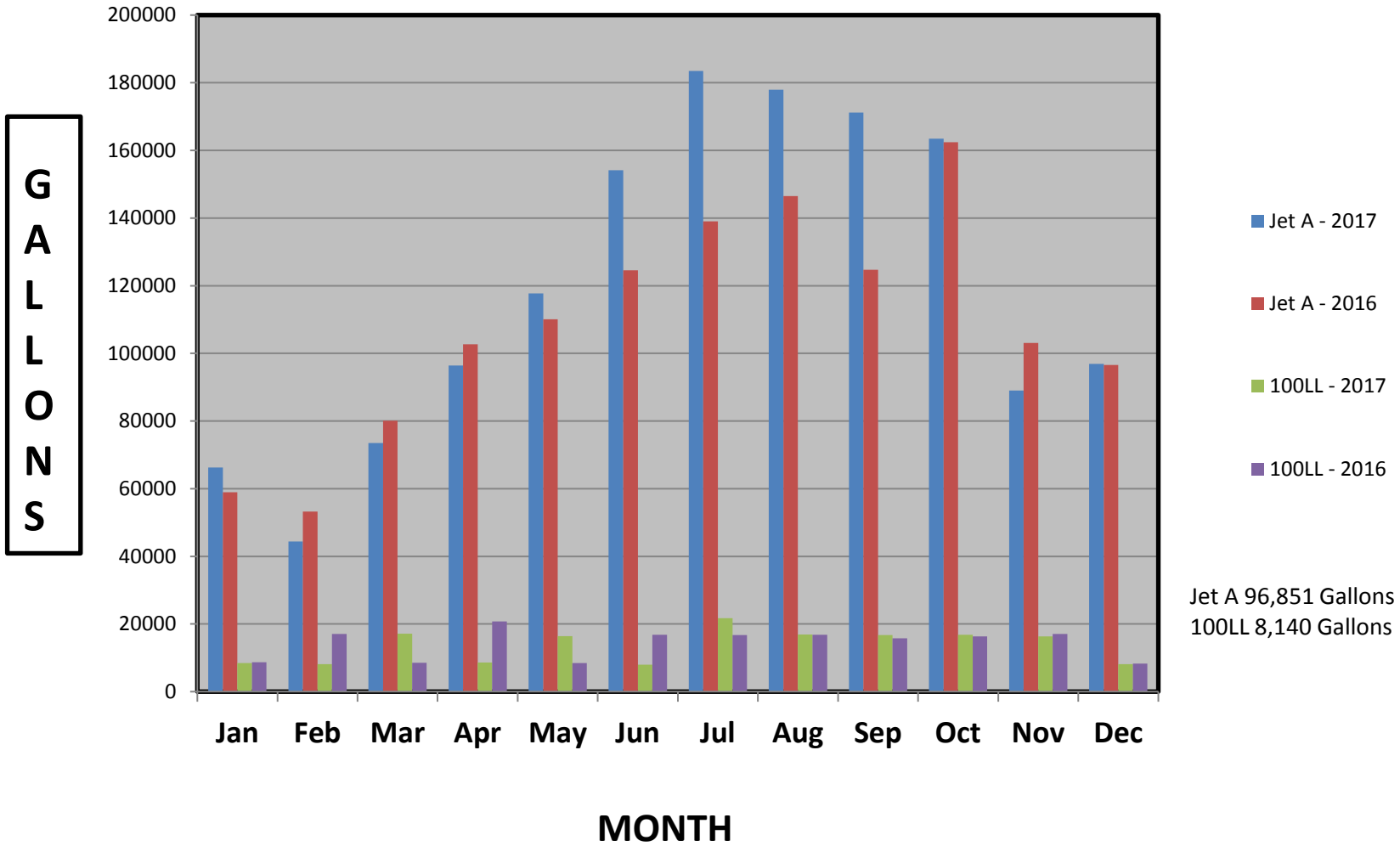


**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
December 2017**

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**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
December 2017**



Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 02/01/2018)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 02/01/2018)	Start Date	End Date	Current Project Status (as of 02/01/2018)
1	Airfield Re-Development Project	Budget for the complete project				\$64,100,000.00	\$15,900,000.00		\$80,000,000.00	67.4%	\$53,897,014			All Engineer contracts, completed construction contracts and expenses will be inclusive of budget.
1A	Airfield Re-Development Project	Phase I - Design Services	RS&H	\$447,983.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	83%	\$372,161	Dec-12	Jun-16	Project Management work primarily complete.
1B	Airfield Re-Development Project	Phase II - Design Services and Project Management.	RS&H	\$1,842,318.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	95.0%	\$1,748,887	Jun-13	Dec-16	Project Management work continues, pending Contractor resolution.
1C	Airfield Re-Development Project	Phase III and IV - Design Services and Project Management.	RS&H	\$2,399,826.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	87.7%	\$2,105,693	Dec-14	May-18	Phase IV Project Management continues.
1D	Airfield Re-Development Project	New Runway Design	AVCON	\$1,967,476.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	94.8%	\$1,865,153	Mar-13	May-18	Phase IV Project Management continues.
1E	Airfield Re-Development Project	Miscellaneous and Administrative Expenses			N/A	N/A	\$0.00	0.00%	(Overall total included in above number)		\$3,766,649	Jan-13	Dec-17	Miscellaneous Administrative Expenses, Reimbursable Agreement and Land Acquisition
2	Parking Garage Project	Design and EA for approximately 1300 spaces of covered parking garage.	Delta Airport Consultants	\$1,627,575.00	N/A	N/A	\$0.00	0.00%	\$1,627,575.00	95.6%	\$1,556,036	Oct-15	Dec-17	Construction substantially complete. Punch list and weather sensitive work continues.
3	Expand Air Carrier Apron	Design additional apron space to hold RON Aircraft.	Delta Airport Consultants	\$99,000.00	N/A	N/A	\$10,250.00	0.00%	\$109,250.00	97.0%	\$96,017	Feb-17	Jun-18	Bids received and opened Jan 22, 2018. Being reviewed for award.
4	Terminal Building Assessment Study	Terminal infrastructure, interior space and exterior facade assessment.	CHA	\$550,247.00	N/A	N/A	\$0.00	0.00%	\$628,900.00	3.5%	\$21,600	Jan-18	Jun-18	Kick off meeting performed in Jan 2018. Review team in process of gathering data.
5	Environmental Assessment Services, South Terminal Apron Expansion	Environmental Assessment	Delta Airport Consultants	\$70,000.00	N/A	N/A	\$0.00	0.00%	\$70,000.00	36.3%	\$25,401	Oct-17	Apr-18	Environmental work is ongoing.

Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 02/01/2018)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 02/01/2018)	Start Date	End Date	Current Project Status (as of 02/01/2018)
1	Parking Garage	Construct a 5 level parking garage for passenger/public parking.	Delta Airport Consultants	\$1,627,575.00	American South General Contractors	\$20,244,000.00	\$445,476.00	2.2%	\$21,938,700.00	92.6%	\$20,263,619	Sep-16	Dec-17	PARCs System installation and Ground Transportation lot work continues. Punchlist items working on completion.
2	Permanent Runway 17-35 Construction, NAVAIDS and Taxiway Conversion	Construct new runway and convert temporary runway to a taxiway	RS&H and AVCON Inc.	Amount Included in Phase 3 Design Fees	(Pending)	\$33,703,095.70	\$0.00	0.00%	\$34,703,095.70	24.7%	\$8,343,589	Mar-17	Jun-19	Bids received and opened Jan 22, 2018. Under review for award.

(Construction and Administrative Costs included)

Airportsurvey.com



AVL

Airport Facilities Review For 4th Quarter 2017

Welcome

- Welcome to the Airportsurvey.com Airport Facilities Review for the recent quarter, a complimentary data set provided to Airportsurvey.com participating airports
- The following slides provide non-weighted scores and ratings based on an independent survey of air travelers
- Note that passenger responses are based on perception, rather than objective assessment
- Value Added Services available from Canmark include:
 - Report analysis
 - Statistical testing
 - Air carrier responses
 - Non-facility responses
 - Tailored comparison sets
 - Passenger demographics
 - Sample size enhancement
 - Targeted and customized reporting
 - Custom survey questions and content

No representations are made as to the completeness or accuracy of information contained herein. Airport facility raw data is available upon request.

Proprietary and Confidential

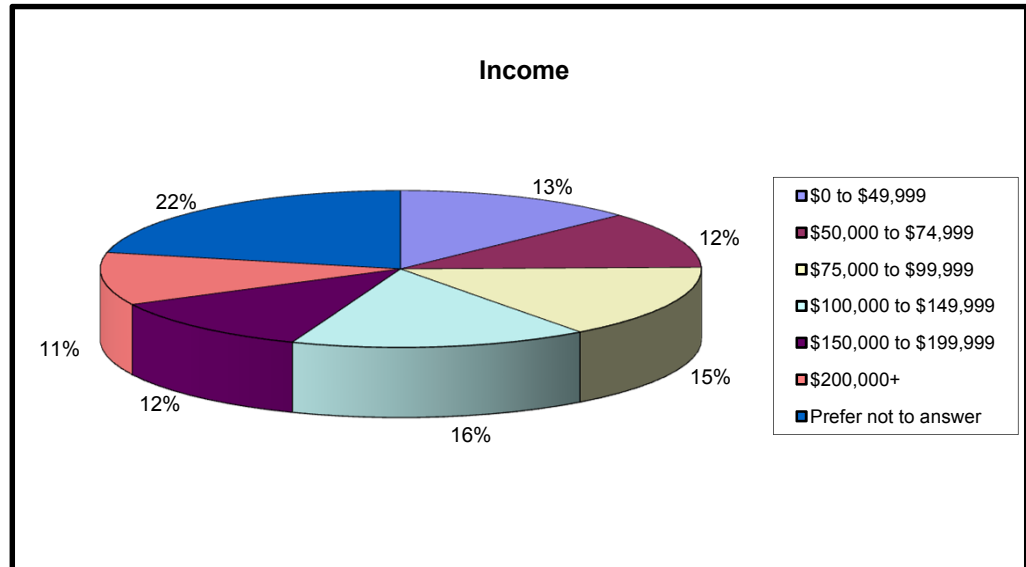
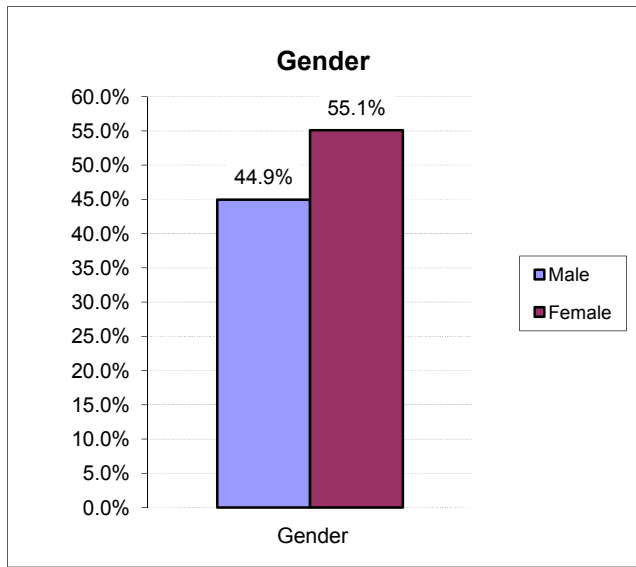
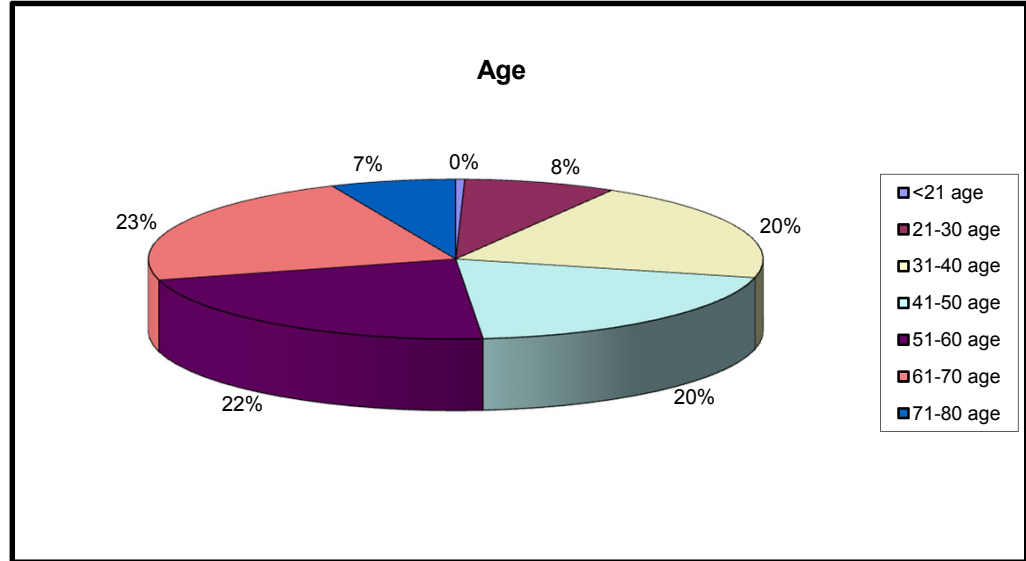
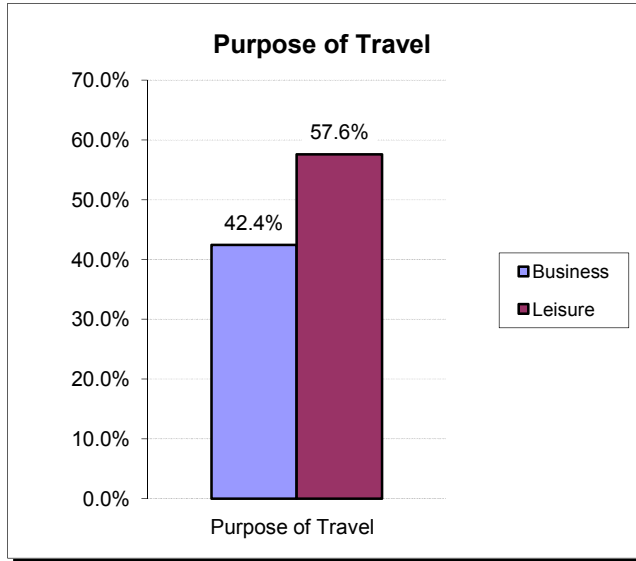
Overview

- ***Airportsurvey.com*** is an ongoing, all-inclusive online passenger satisfaction survey program from Canmark Research Center
- Invitations to take the survey are distributed at select airports across the country
- Over 30 airports participate
- Each survey invitation card is single-use, and must reference an actual flight
- Survey distribution occurs approximately three days per month
- Response scale is 1 through 5: Poor, Fair, Good, Very Good, Excellent
- Survey participants have a chance to win round-trip airline tickets
- Response rates vary from 10% to 20% based on location
- Facilities attributes are scored according to check-in airport
- Airports are grouped into three tiers according to DOT originating revenue*

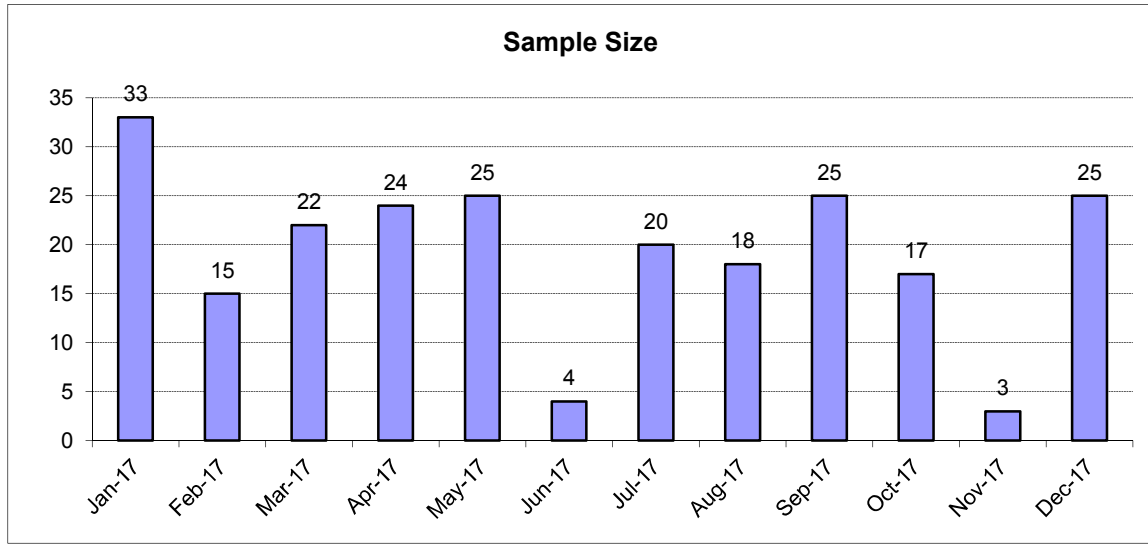
*Updated 4rd Quarter 2012

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Passenger Demographics



General Findings



Sample is clustered around airport invitation distribution dates.

Sample reflects passengers intercepted at arrival airports who rated check-in airport.

	AVL	Similar	+/-	Pct
Overall	4.34	4.30	0.04	0.9%
Availability of parking	3.74	4.15	(0.41)	-11.1%
Cost of parking	3.67	3.67	(0.00)	0.0%
Clear, easy to follow signs	4.33	4.30	0.02	0.6%
Cleanliness	4.48	4.37	0.10	2.3%
Availability of restrooms	4.43	4.38	0.05	1.2%
Cleanliness of restrooms	4.39	4.31	0.08	1.9%
Concessions / restaurants	3.51	3.78	(0.27)	-7.7%
Transportation to your gate / concourse / terminal	4.34	4.20	0.13	3.1%
Airport Wi-Fi ease of use	4.15	3.97	0.18	4.3%
Overall airport Wi-Fi	4.11	3.90	0.21	5.1%
Overall departure airport concourse	4.29	4.24	0.05	1.3%
Security: Wait time at checkpoint	4.26	4.37	(0.11)	-2.5%
Security: Professionalism of personnel	4.39	4.41	(0.03)	-0.6%
Security: Confidence in airport security procedures	4.32	4.26	0.06	1.4%

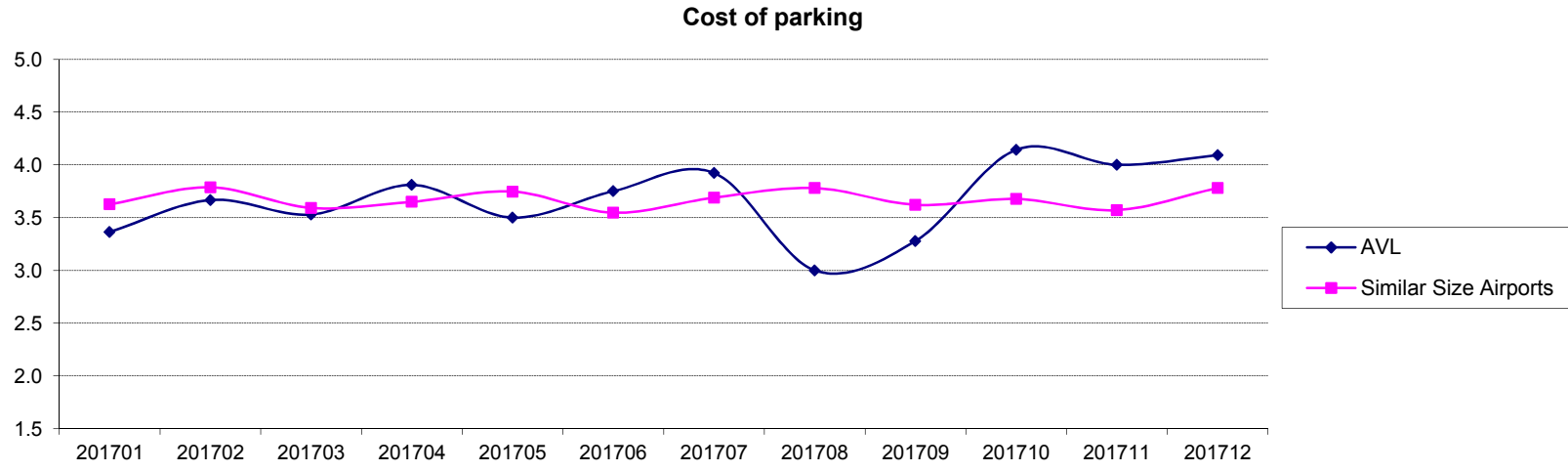
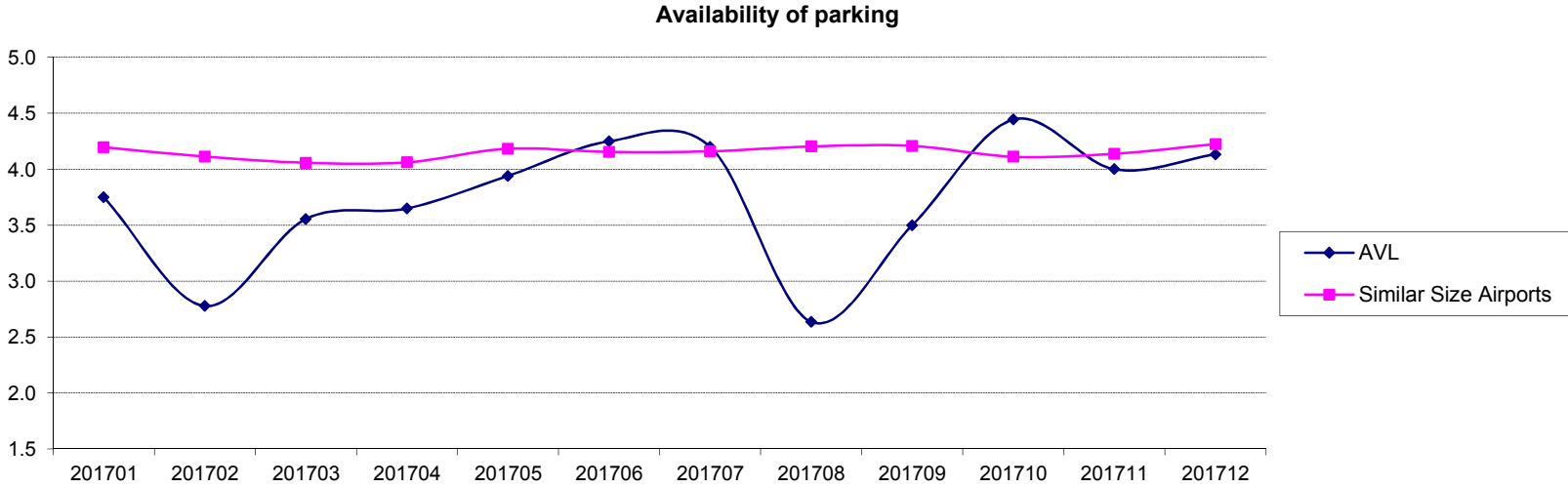
Statistical means testing not performed on results

AVL	
Responses	231

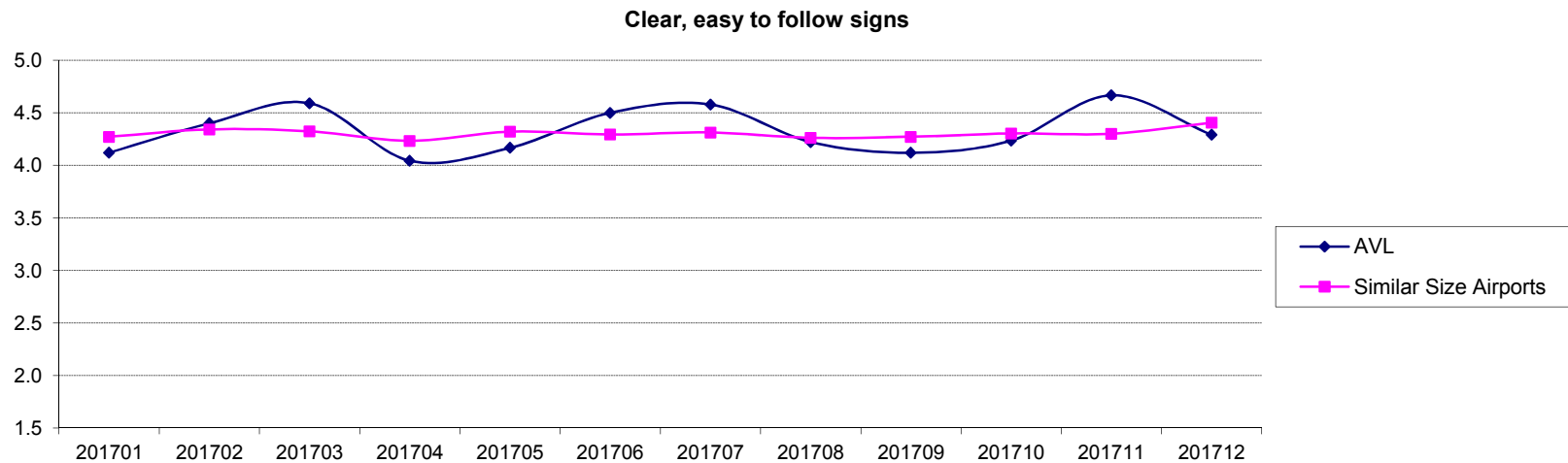
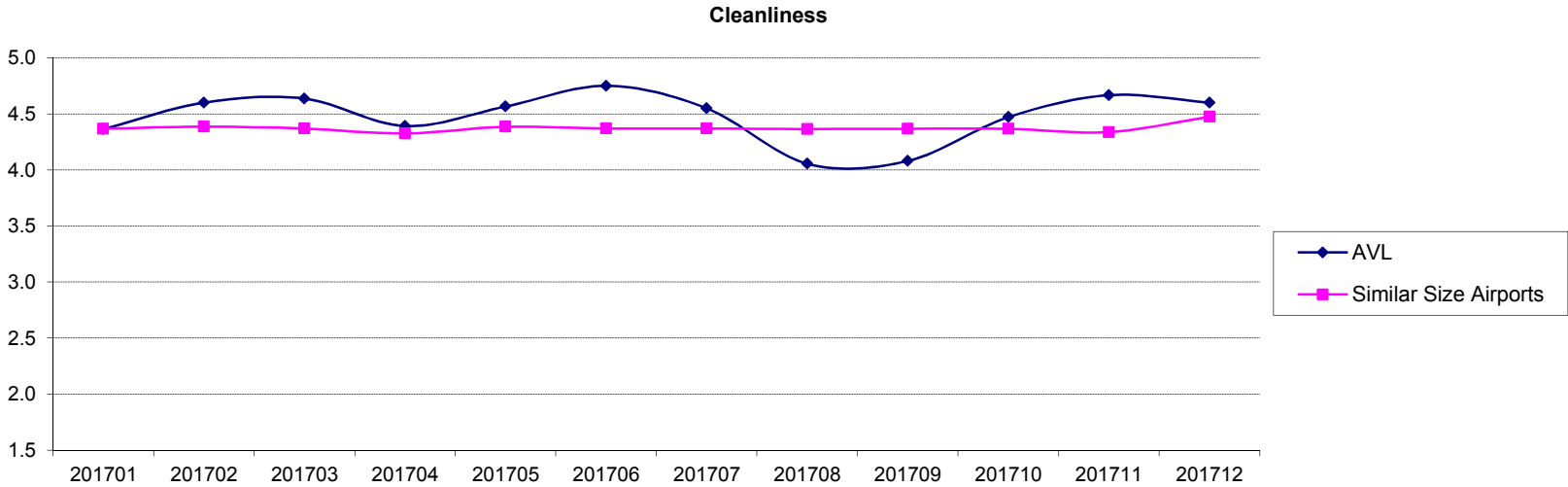
Overall Satisfaction with Airport Facilities



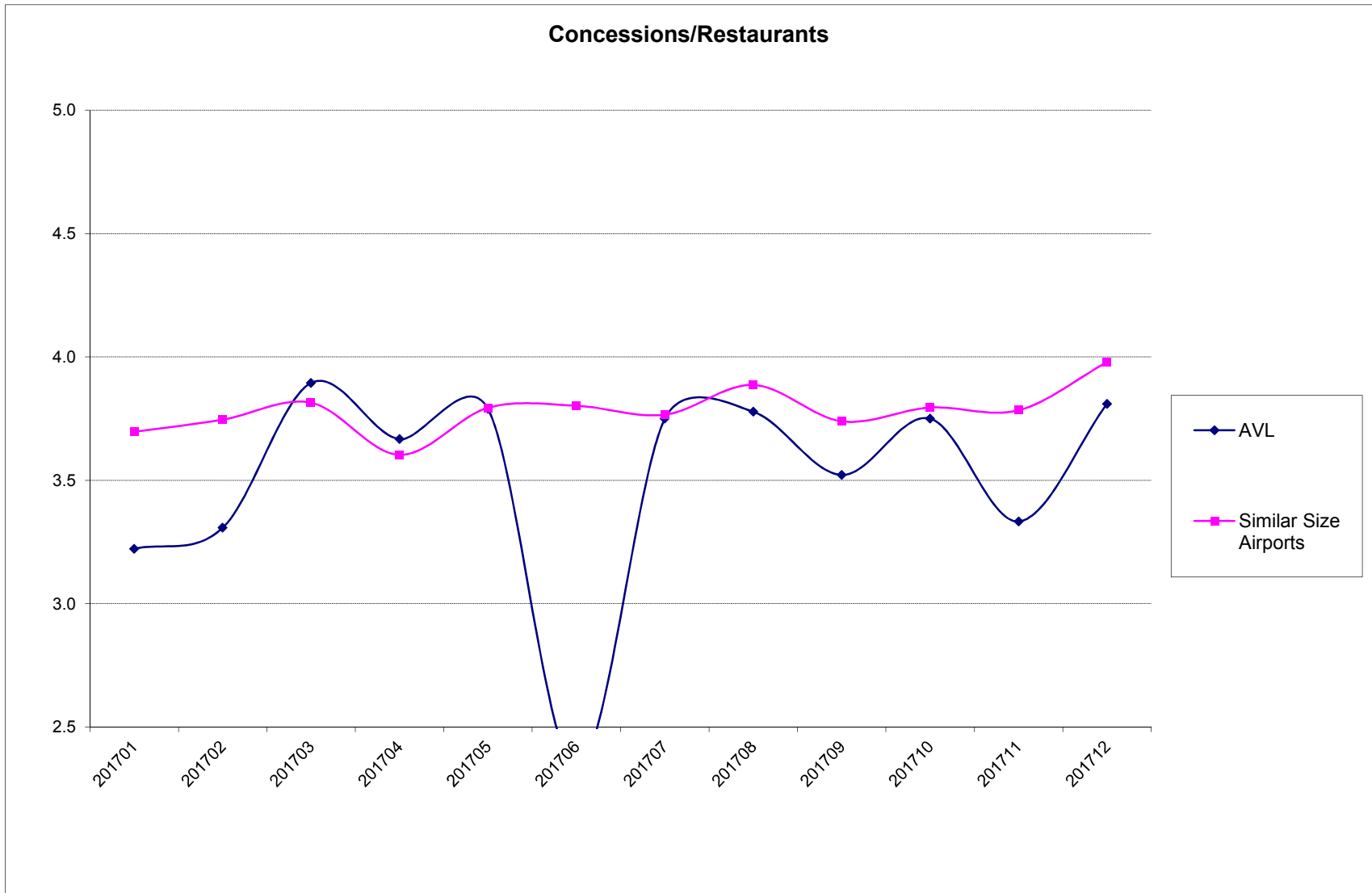
Parking Satisfaction



Cleanliness and Signage

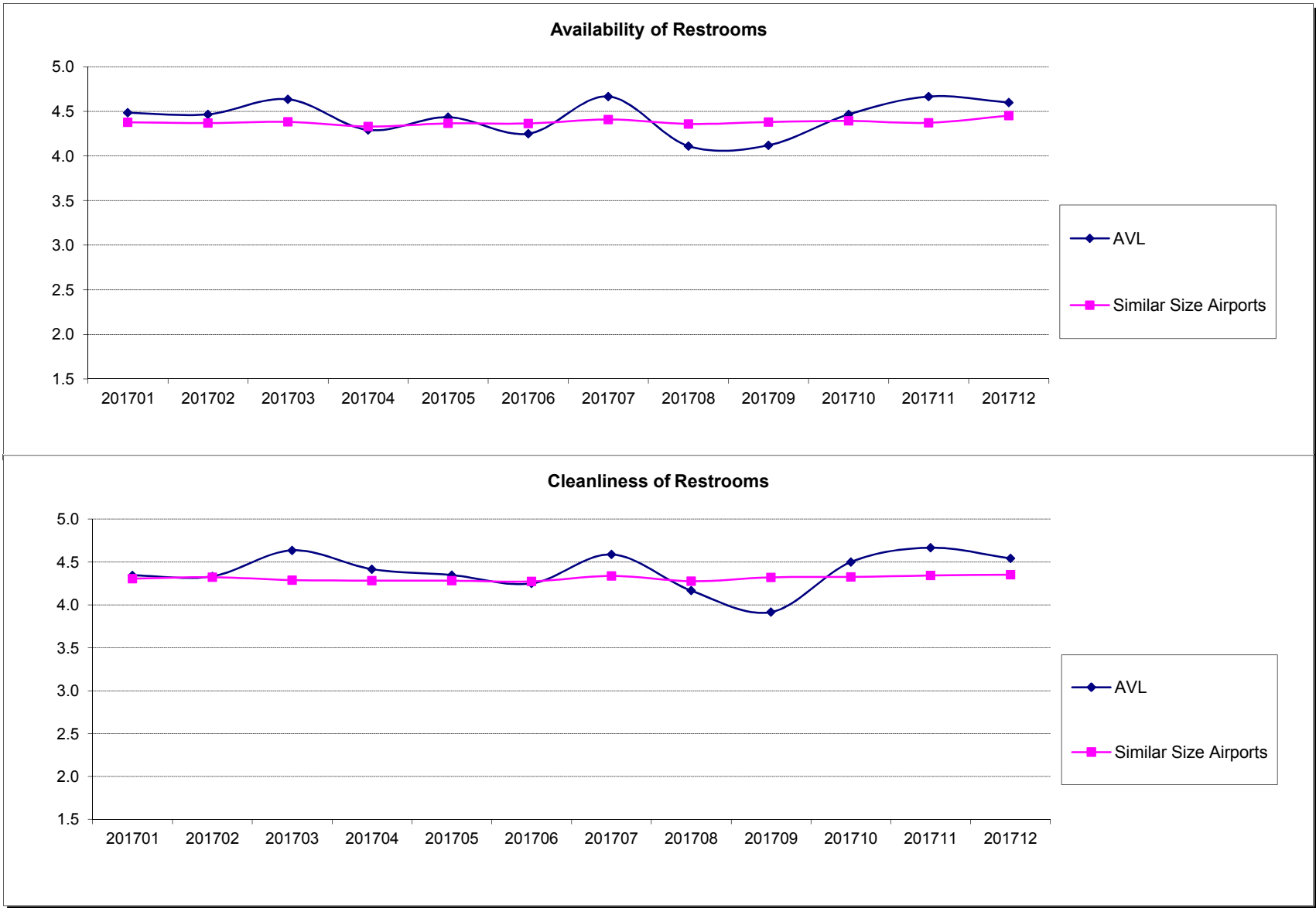


Concessions

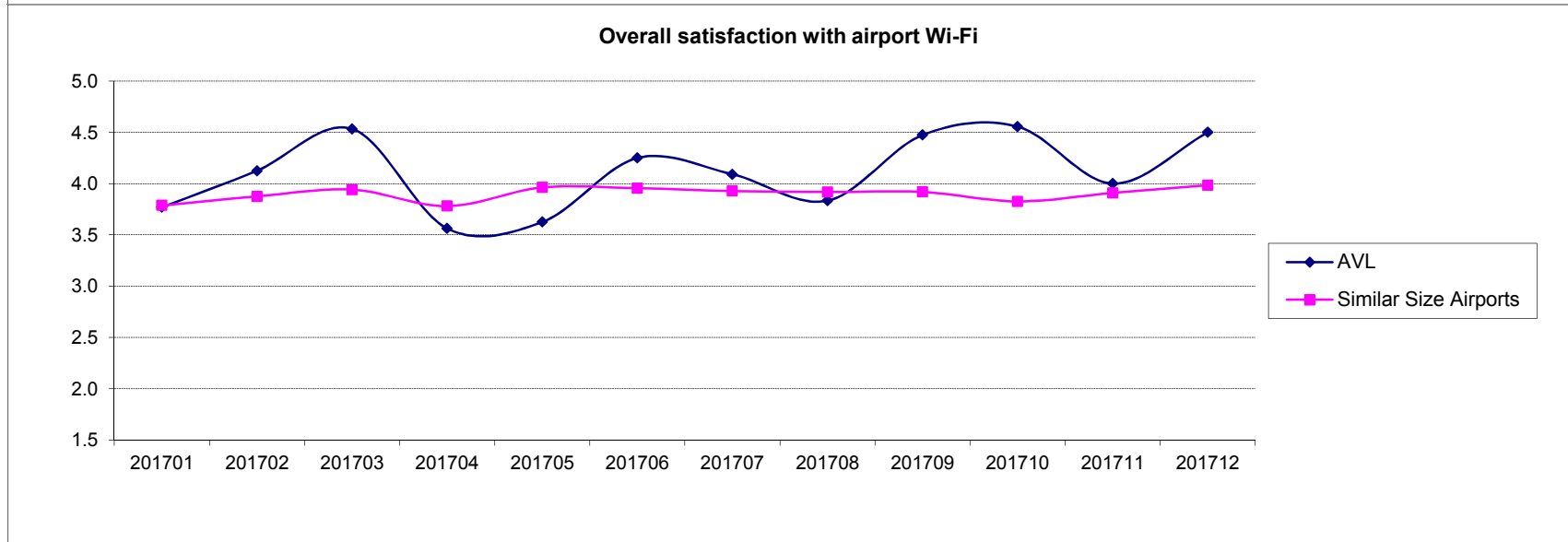
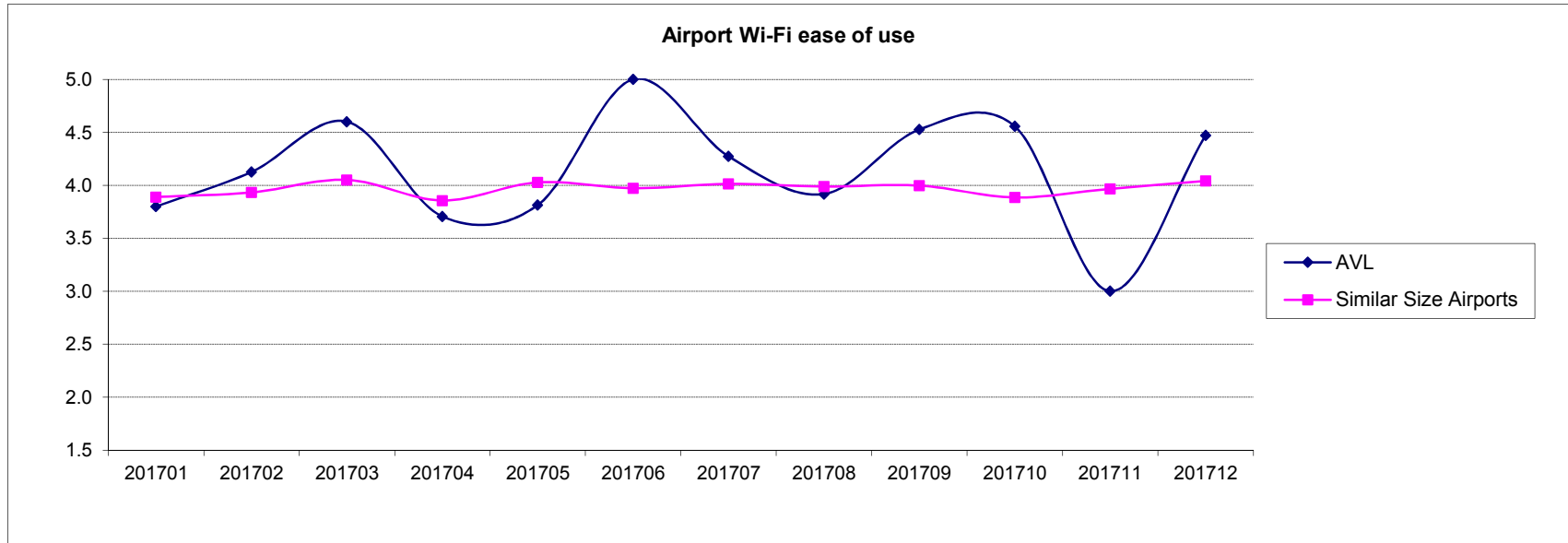


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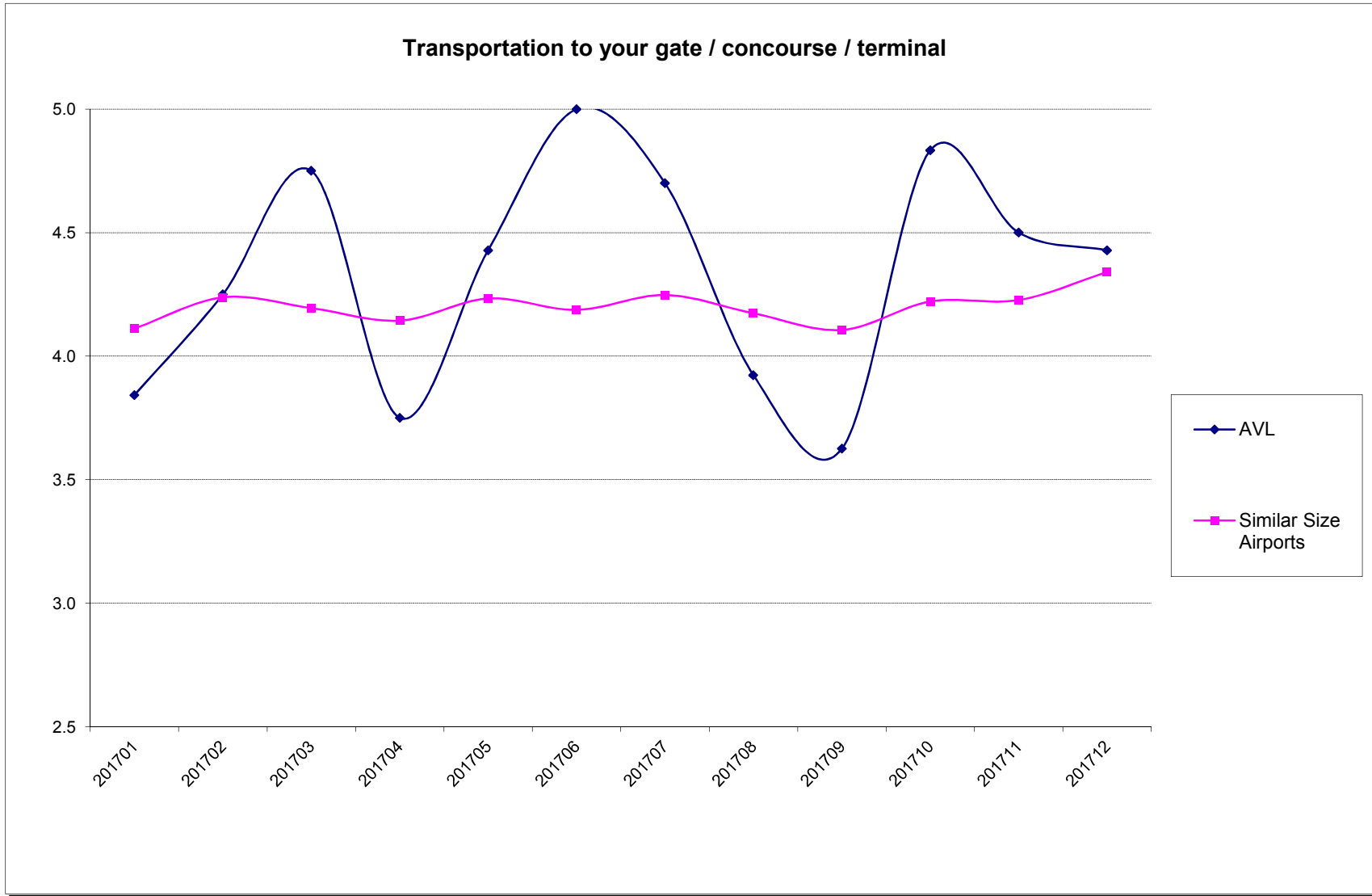
Restrooms



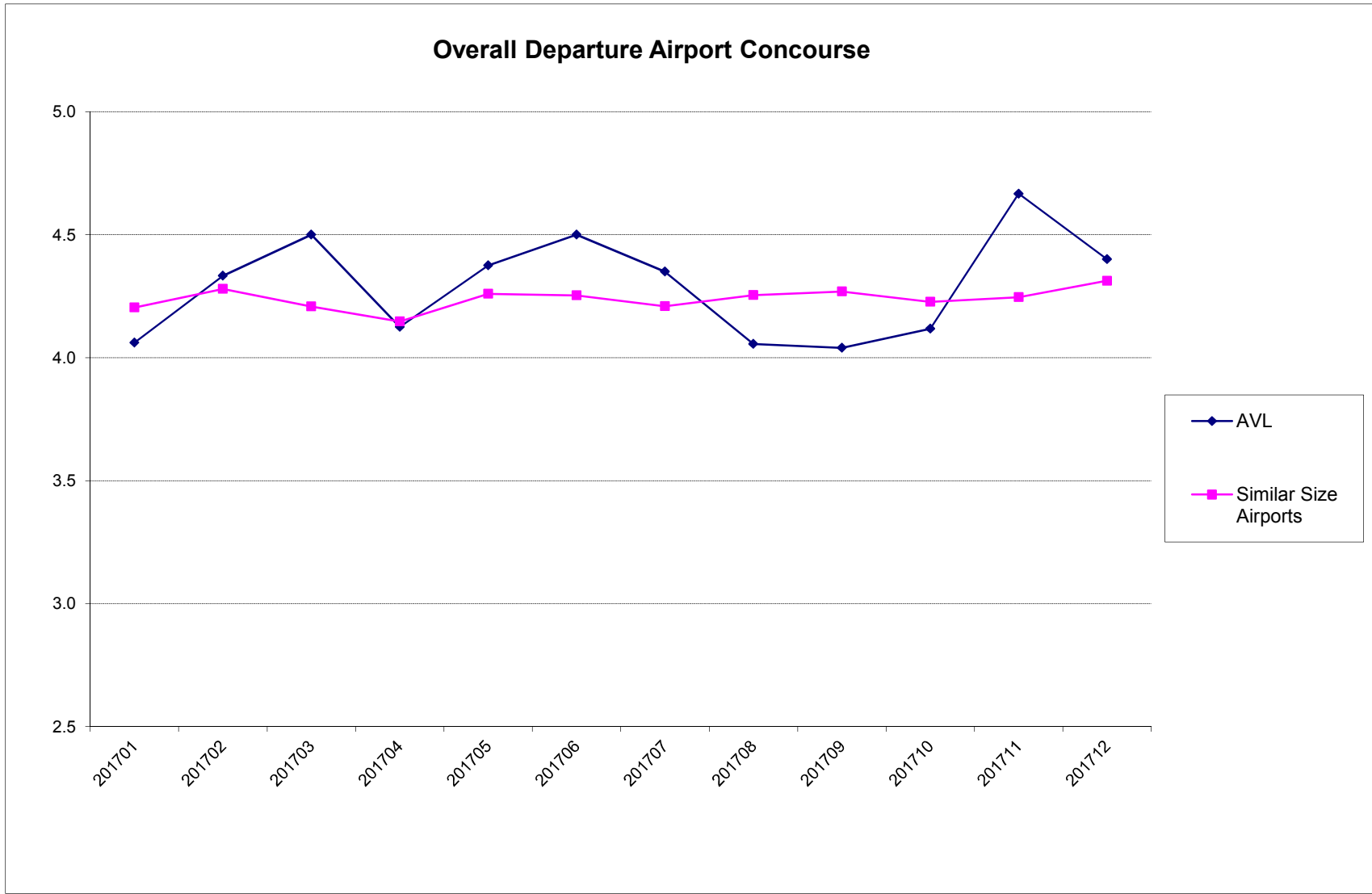
Wi-Fi



Transportation to Departure Gate

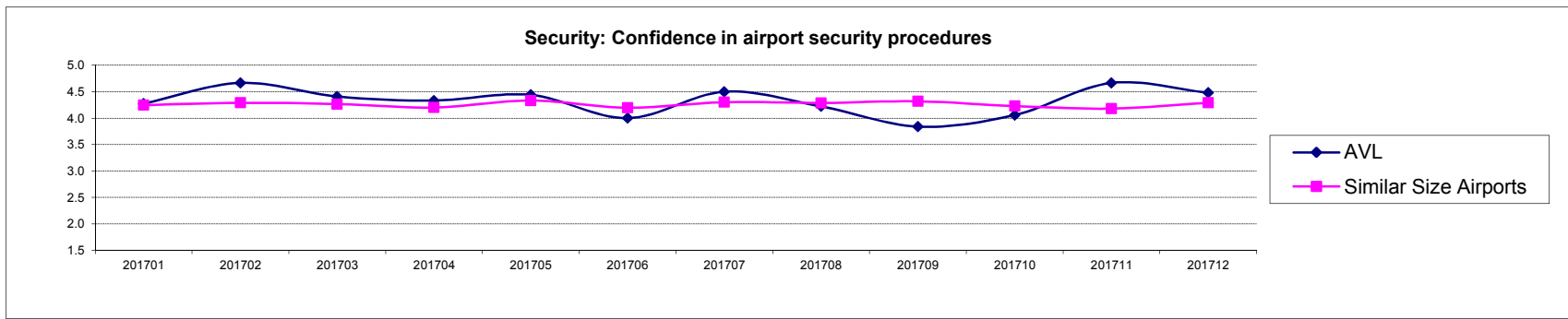
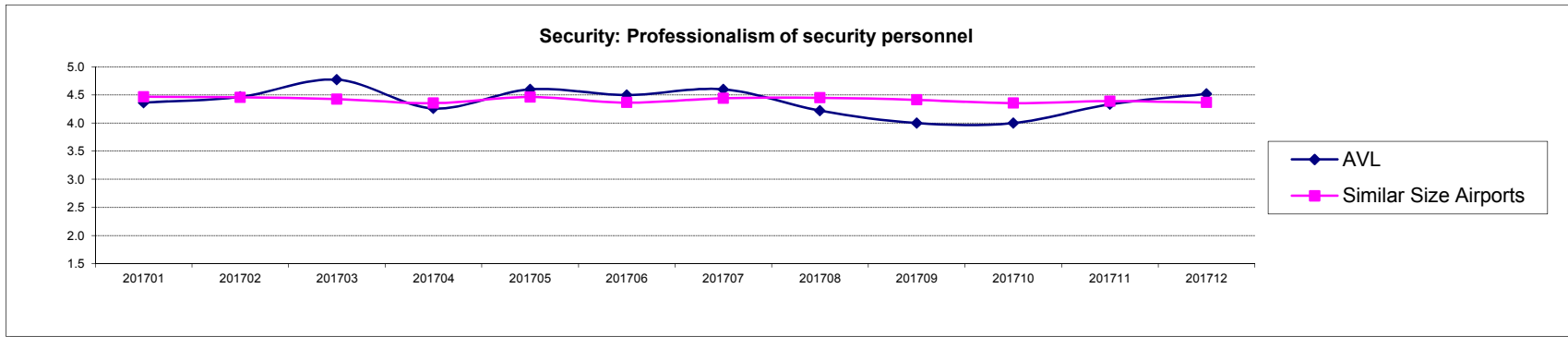
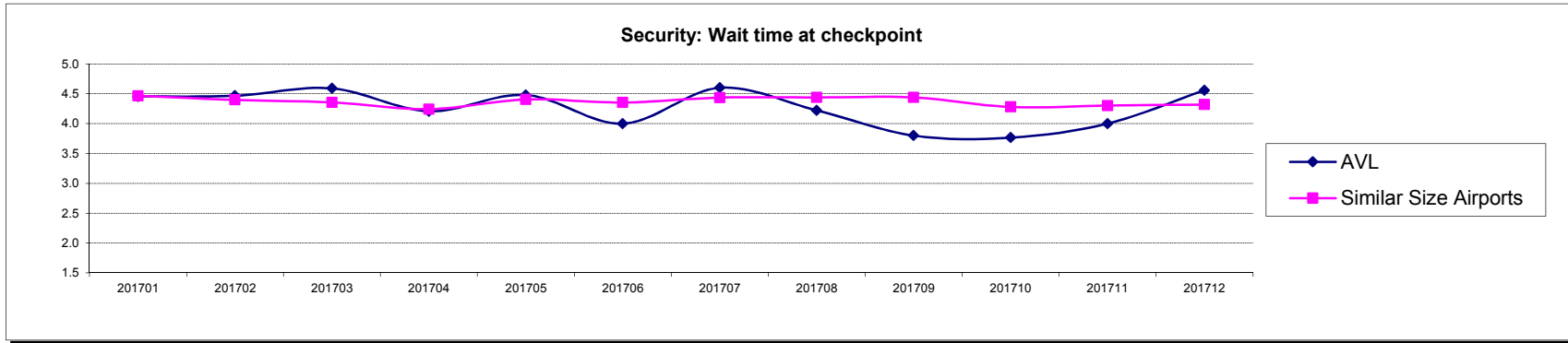


Overall Departure Airport Concourse



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Airport Security



Appendix A - Geographic Breakdown of Respondents

AZ	1	TN	2
CA	5	TX	7
CO	3	VA	2
DC	3	WA	4
FL	23	WV	1
GA	2	CANADA	3
HI	1	EUROPE	1
IA	2		
IL	1		
IN	2		
LA	2		
MA	6		
MD	1		
MI	3		
MN	3		
MO	1		
MT	1		
NC	127		
NH	1		
NV	1		
NY	5		
OH	1		
OK	1		
PA	2		
RI	1		
SC	4		

Note: Only includes passengers who indicated state of residence

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Appendix B - About Canmark

- Since 1993 Canmark Technologies has combined market research, programming, and technical expertise with thoughtful attention to client needs. Our problem-solving orientation has earned the respect of business clients and market researchers across North America.
- With an experienced staff of technical experts and project managers specializing in various fields of data capture and manipulation, programming and software development, web design and scripting, Canmark is able to leverage superior technology and know-how to support projects of all types and scope in the most cost-effective manner possible.
- Areas of expertise include survey development and delivery, project and data management services, requirements gathering, data sampling, paper and web forms management, custom lasering and printing, distribution logistics, data processing, custom programming for data cleansing, reporting and data analysis, and project consulting.
- We stand ready to meet your data needs, if you have any questions, please do not hesitate to contact us.

Appendix C - Contacts

Paul Isaacs, President
pisaacs@canmarktech.com
1-877-441-2057, ext. 11



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Key strategic priorities

Governance vs. Management : Focus on setting governing direction (“guard rails”) for the organizational and holding management accountable for the execution of operational tactics. Pursue continuous educational opportunities for Authority Member development.

1. **Organizational Relevance**: Remaining relevant in an era of airport consolidation
2. **Financial Stewardship**: Sustainability/Operating Performance/Audit & Compliance
3. **Municipal Relations**: Positive relationships with all municipalities surrounding the airport
4. **Stakeholder Relations**: Positive relationships with neighbors and other community organizations
5. **Community Image**: Public Perception/Public Relations/Customer Service/Legal Entity
6. **Facilities Stewardship**: Future Master Facilities Plan
7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
8. **Economic Development**: Engage Community Partners/Airline Service Development
9. **Vendor-Partner Relations**: General Aviation/Rental Car Agencies/Vendors
10. **Public Safety**: Airport Emergency Safety/TSA Relations/Municipal Partners
11. **Organizational Accountability**: Executive Director Supervision