



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, October 7, 2022, 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. PRESENTATIONS: None
- III. FINANCIAL REPORT ([document](#))
- IV. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority August 12, 2022 Regular Meeting Minutes ([document](#))
 - B. Approval of Amendment to the FY22/23 Budget for Capital Carry-Over ([document](#))
 - C. Approval of the Greater Asheville Regional Airport Authority August 12, 2022 Closed Session Minutes
- V. OLD BUSINESS: None
- VI. NEW BUSINESS:
 - A. Approval of the Greater Asheville Regional Airport Authority Board Schedule for 2023 ([document](#))
 - B. Approval of Contract with Steer Davies and Gleave, Inc. for Strategic Plan Consulting Work ([document](#))



- C. Approval of Grants Management Policy ([document](#))
 - D. Approval of Construction Contract with Nassiri Development, LLC for the Stormwater Improvements Project ([document](#))
 - E. Ratify Award of Contract with Patton Construction Group, Inc. for the Temporary North Parking Lot ([document](#))
 - F. Approval of Scope of Services No. 7 with Avcon Engineers and Planners, Inc. for Design of the South Parking Lot ([document](#))
- VII. PRESIDENT’S REPORT:
- A. Bond Schedule for Next Issuance
 - B. Reimbursable Agreement with TSA
 - C. Aviation Industry Conference Schedule
- VIII. INFORMATION SECTION:
(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)
- A. August 2022 Traffic Report ([document](#))
 - B. August 2022 Monthly Financial Report ([document](#))
 - C. October 2022 Development/Project Status Report ([document](#))
 - D. Potential Board Items for the Next Regular Meeting:
 - Approval of Air Traffic Control Tower Project Construction Agreement
 - Hotel Design Presentation
- IX. PUBLIC AND TENANTS’ COMMENTS
- X. CALL FOR NEXT MEETING: November 18, 2022



XI. 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.

XII. AUTHORITY MEMBER REPORTS:

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

XIII. 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.

**Asheville Regional Airport
Executive Summary
August-22**

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	90,425	26.1%	587,107	34.5%
Aircraft Operations				
Commercial	2,777	(2.7%)	17,142	(1.8%)
Scheduled Flights	1,072	7.5%		
Flight Cancellations	57			
Seats	106,916	14.5%	709,681	10.6%
Load Factor	84.6%	10.1%	82.7%	21.6%
General Aviation	4,950	10.9%	31,982	8.7%
Military	372	(11.0%)	3,544	33.6%

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 2,170,060	28.2%	\$ 4,322,033	27.7%
Operating Expenses	897,398	(23.1%)	1,621,339	(31.4%)
Net Operating Revenues before Depreciation	<u>\$ 1,272,662</u>		<u>\$ 2,700,694</u>	
Net Non-Operating Revenues	<u>\$ (26,491) *</u>		<u>\$ (212,805)</u>	

* Includes Series 2022A Bond Interest Expense \$983,723 to be paid from the Bond Capitalized Interest account semi-annually

Grants:

FAA AIP Grants	\$ 1,219,379		\$ 1,219,834	
NC Dept of Transportation Grants	-		-	
Total	<u>\$ 1,219,379</u>		<u>\$ 1,219,834</u>	

CASH

Restricted - PFC Revenue Account	\$ 13,843,990
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 283,519
Restricted - Bond Series 2022A	\$ 195,471,800
Designated for O&M Reserve	6,970,340
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	23,469,019
Total	<u>\$ 240,688,668</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	14,604	6,111	-	8,493
Allegiant	80	-	-	80
American	1,235	335	900	-
Avis	94	94	-	-
FAA	147	-	-	147
Paradies	15,577	10,039	4,047	1,491
TSA	1,095	-	-	1,095
Miscellaneous	2,496	1,396	860	240
Total	<u>\$ 35,328</u>	<u>\$ 17,975</u>	<u>\$ 5,807</u>	<u>\$ 11,546</u>
% of Total Receivables	<u>3.80%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 13,645,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
	<u>\$ 21,000,000</u>	<u>\$ 13,645,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 281,017,032
Year-to-Date Spending	\$ 2,723,598

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
August 12, 2022**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, August 12, 2022 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: Brad Galbraith, Chair; Carl H. Ricker, Jr.; Britt Lovin; Nathan Kennedy; and Robby Russell

MEMBERS PRESENT VIA VIDEO: Susan Russo Klein

MEMBERS ABSENT: George H. Erwin, Jr., Vice-Chair

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, President & CEO ("president"); Tina Kinsey, VP - Marketing, Public Relations and Air Service Development; Janet Burnette, Chief Financial Officer; Shane Stockman, VP – Information Technology; John Coon, VP - Operations and Maintenance; Christina Madsen, VP – Business Development and Properties; Jared Merrill, VP – Planning; Samuel Sales, Chief of Public Safety; Angela Wagner, VP - Administration and Human Resources; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

PRESENT IN PERSON: Jason Sandford, Ashevegas; Paul Puckli, CHA Consulting; Patrick Pettit, Haskell

ALSO PRESENT VIA TELEPHONE/VIDEO: Jon McCalmont, Parrish and Partners; Nick Loder, RS&H

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

PRESENTATIONS:

A. Master Plan Update: Paul Puckli with CHA presented an overview of the master plan project that is currently underway. Mr. Puckli reviewed information on public participation, areas of focus, consideration for land use, as well as enplanement, operations and general aviation forecasts and next steps. The Board thanked Mr. Puckli for his presentation.

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of June was provided by the president. Janet Burnette reported on the financial activity for the month of June.

CONSENT ITEMS: The Chair stated that Consent Item C, Approval of the Greater Asheville Regional Airport Authority July 8, 2022 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority July 8, 2022 Regular Meeting Minutes: Mr. Lovin moved to approve the Greater Asheville Regional Airport Authority July 8, 2022 regular meeting minutes. Mr. Russell seconded the motion and it carried unanimously.

B. Ratify Approval of Grant of Easement to Duke Energy Progress, LLC., Inc. for Electric Service to Airport Terminal Building and Central Energy Plant: Mr. Russell moved to ratify approval of the grant of an Easement to Duke Energy Progress, LLC., Inc. for electric service to the airport terminal building and central energy plant. Mr. Lovin seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval of Partnership to Apply for Port of Entry Designation: The president stated that Land of Sky Regional Council ("Land of Sky") was in the process of establishing an Inland Port in Buncombe County. Staff was approached about creating a Port of Entry to be located on Authority property for the Inland Port. Land of Sky has been working on grants for the Inland Port and Port of Entry and has requested confirmation from the Authority on the partnership. The president stated that staff worked with Cindy Rice on the Letter of Interest included in the agenda package that confirms the Authority's interest in moving forward with a partnership with Land of Sky on the Port of Entry.

The Board inquired if a facility would be required for the Port of Entry. The president confirmed that a building in which to operate would be necessary.

Ms. Russo Klein stated that she would recuse herself from voting on this matter due to a conflict of interest.

Mr. Kennedy moved to authorize staff to explore whether applying for the customs Port of Entry designation is in the best interest of the Authority as well as the Land of Sky Regional Council; to authorize the Land of Sky to research the application process, develop and submit an application to the Authority for the Authority Board's approval;

and to give authority to Land of Sky to advocate for funding to support construction. Mr. Russell seconded the motion and it carried by a 5 to 0 vote with Ms. Russo Klein abstaining from the vote.

B. Approval of Modification to Reimbursable Agreement AJW-FN-ESA-19-SO-003464 with the Federal Aviation Administration for Relocation of Airport-Owned Air Traffic Control Tower Project: Jared Merrill reminded the Board that a reimbursable agreement with the FAA was approved in August of 2021 for sighting and other support services associated with the design of the new air traffic facility in an amount not to exceed \$177,504.34. At the July 2022 meeting, the Board approved an amendment to the agreement for an additional \$85,296.17 for support services associated with an increase in the size of the facility requested by the FAA. The design of the facility is nearing completion and the FAA is planning for electronic equipment needs as well as inspection and administration services during construction of the facility. Mr. Merrill stated that the Reimbursable Agreement amendment for these services needs to be in place prior to the start of construction at the end of the calendar year. The estimated cost for modification to the Reimbursable Agreement is \$11,591,394.27 and was included in the overall cost of construction for the new air traffic facility and was also included in the FY23/23 Authority Budget. This increases the total modified Reimbursable Agreement not to exceed cost to \$11,854,194.78. The provisions of the amendment require payment in the amount of \$3,771,430.50 at document execution, with the remaining balance of \$7,819,963.77 due before October 1, 2023. Mr. Merrill stated that conditional approval of the amendment is requested since staff has been working with the FAA on some minor items in the amendment.

Mr. Ricker moved to approve the Modification to Reimbursable Agreement AJW-FN-ESA-19-SO-003464 with the Federal Aviation Administration for Relocation of Airport-Owned Airport Traffic Control Tower Project in a form that is acceptable to the president and CEO in the amount not to exceed \$11,591,394.27; authorize the president and CEO to execute the necessary documents; and authorize the first estimated payment of \$3,771,430.50 to be made by October 1, 2022 and the second estimated payment of \$7,819,963.77 by October 1, 2023. Mr. Lovin seconded the motion and it carried unanimously.

C. Approval of Agreement Amendment No. 2 and a Memorandum of Understanding between Signature Flight Support Corporation and the Greater Asheville Regional Airport Authority: Christina Madsen advised the Board that the Signature Flight Support Corporation ("Signature") leasehold contains 64,915 sf of space referred to as the former fuel farm and is no longer utilized by Signature. A construction lay down area for the terminal expansion project is needed, therefore, Agreement Amendment No. 2 removes the 64,915 sf former fuel farm from the Signature leasehold effective July 1, 2022 for use as the construction lay down area. An environmental Phase

1 and Phase 2 site assessment with soil borings of the former fuel farm was completed by Signature and concluded no findings.

In addition to removal of the 64,915 sf from Signature's leasehold, a Memorandum of Understanding ("MOU") with Signature temporarily removes approximately 112,000 sf of aircraft parking ramp from Signature's leasehold. This area will be used temporarily for passenger vehicle parking to ease the shortage of parking during times of peak travel. The Authority will make improvements to secure the area for passenger parking and will come back to the Board for approval once plans are complete.

Mrs. Madsen stated that exhibits depicting the areas referenced in Agreement Amendment No. 2 and the MOU were provided to the Board in the agenda package. Mrs. Madsen reported that Amendment No. 2 and the MOU will reduce the rent paid from Signature to the Authority by approximately \$51,000 per year, however, that amount will be recouped with additional passenger parking fees paid to the Authority under the MOU.

The Board inquired if additional shuttle vans would be required to service the additional parking lot. The president responded that the shuttle van services the overflow parking lot near the observation area when that parking lot is utilized. The shuttle would then circle around to the general aviation ramp to accommodate the passengers that are parked in that lot. Staff is also looking at additional shuttle vans to complement the fleet as the vans have been in use for three years.

The Board expressed their appreciation to Signature Flight for their cooperation in working with the Authority on both matters.

Mr. Lovin moved to approve Agreement Amendment No. 2 and the Memorandum of Understanding with Signature Flight Support Corporation and authorize the president & CEO to execute the necessary documents. Mr. Kennedy seconded the motion and it carried unanimously.

D. Virtual Attendance of Authority Board Meetings: The president stated that this item was included on the agenda due to the governor's pending lift of the state of emergency restrictions. Cindy Rice informed the Board that the Authority's by-laws stress in-person attendance for Authority Board meetings. Due to the pandemic, a state of emergency was declared by the governor and temporary measures were enacted in April of 2020 for electronic participation of the Board as well as members of the public. Ms. Rice further stated that since the state of emergency will be lifted, the Authority needs to address the temporary measures that were taken and recommended terminating the temporary measures that allowed for remote attendance as well as public comments to be submitted electronically. Ms. Rice further stated that with the open meetings law there is an amount of participation involved in-person, and based the recommendation upon the UNC School of Government's guidance for open meetings.

A question was raised about attendance at Special Meetings and Ms. Rice confirmed that virtual attendance for Special Meetings would be permitted.

A brief discussion took place with regards to the UNC School of Government's recommendations for participation in open meetings as well as public comments.

Mr. Lovin moved to terminate the temporary allowance of electronic and remote participation at regular meetings by Board Members. Mr. Ricker seconded the motion and it carried by a 5 to 1 vote with Ms. Russo Klein voting against the motion.

PRESIDENT'S REPORT: The president stated that he had a couple of additional items to address that were not included on the agenda.

A. Farnborough Airshow: The president gave a brief update on the airshow that he had attended in England along with members from the Buncombe County Economic Development Coalition, the NC secretary of commerce as well as leadership from the Economic Development Partnership of North Carolina and NC Department of Transportation Aviation Division.

B. Cell Phone Lot and Gravel Parking Lot: The president reported that both the cell phone lot and the additional gravel parking lot across NC280 have been opened and were being used.

C. Property Exchange: The president informed the Board that the City of Asheville has approved the Authority's property exchange with Minkles, LLC. the owner of the property leased by Electrolux. The Authority will exchange land adjacent to the Electrolux facility for the land next to the Wingate Hotel across NC280. Minkles, LLC. allowed the Authority to gravel the land and start using for passenger parking prior to the real estate closing. The closing will take place in the near future.

D. North Carolina Airports: The FAA recently released its passenger statistics and of the 10 commercial service airports in the state, Asheville has now been ranked the 3rd busiest airport in the state, surpassing Greensboro. A press release will be sent out later in the day.

E. Terminal Building Modernization Project: Jared Merrill gave a brief update on the project. Mr. Merrill advised the Board that bidding for the final phase, CGMP3, will be delayed by 90 to 120 days due to design of the temporary security checkpoint. Bidding on this phase is expected to take place in early 2023. Mr. Merrill stated that the construction schedule for the project should remain as planned. The president provided a detailed review of the temporary security checkpoint.

F. Bonds for Terminal Building Modernization Project: The president informed the Board that with the delay of the bidding for CGMP3, the Authority will not be able to go to the bond market until next spring. The Local Government Commission ("LGC") now

requires a completed audit to be submitted 60 days prior to their board meeting for their review of a project. The Authority's audit is currently underway but will not be completed until the November time frame. The president stated that between the LGC's new requirement and the delay of the bidding for CGMP3, the Authority will need to wait until spring to go to the bond market. The president further remarked that the \$195 million in the bank will be enough to carry the Authority through on the project until staff can go to market for the 2nd series of bonds. Staff has been working with the bond consultant on these changes, and the Board will be kept informed of the process over the next few months.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on September 9, 2022.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 10:06 a.m. Mr. Lovin 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 Buncombe County Lawsuit Entitled Christopher McFalls vs. the Greater Asheville Regional Airport Authority and that Buncombe County Lawsuit Entitled Shannon Greenwood vs. Spirit Airlines, Inc. and the Greater Asheville Regional Airport Authority; 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. Ricker seconded the motion and it carried unanimously.

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

Open Session resumed at 11:25 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AUGUST 12, 2022

CLOSED SESSION MINUTES: Mr. Lovin 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. Russell seconded the motion and it carried unanimously.

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

JULY 8, 2022 CLOSED SESSION MINUTES: Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority July 8, 2022 Closed Session and to seal and withhold the minutes for the July 8, 2022 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Kennedy seconded the motion and it carried unanimously.

ADJOURNMENT: Mr. Ricker moved to adjourn the meeting at 11:27 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: October 7, 2022

ITEM DESCRIPTION – Consent Item B

Approval of Amendment to the FY22/23 Budget

BACKGROUND

Given that our FY22/23 budget was prepared using estimates available in February 2022, we need to amend our FY22/23 budget to update some of those estimates.

The FY22/23 budget included an estimated amount of capital carry-over for projects not expected to be completed by June 30, 2022. Now that we have determined the actual spending on these projects for FY21/22, we need a budget amendment to increase the authorized capital carry-over and the related revenues by \$16,447,210 to the actual amounts needed for FY22/23. This includes increasing the capital carry-over for the south apron expansion project by \$2,155,350 and the terminal building expansion design by \$5,009,909. It also includes increasing the capital carry-over for the parking lot project by \$473,553, the south GA apron expansion design by \$359,526, the south GA apron construction by \$6,901,038, the airfield storm water improvements project by \$323,600, the fuel farm perimeter road by \$250,000 as well as the air traffic control tower siting study by \$219,694 and the air traffic control tower design by \$400,431.

We need to carryover \$177,504 for the FAA Reimbursable agreement and \$176,605 for several remaining smaller projects, some of which were delayed due to supply chain shortages.

Budgeted AIP funds will be increased by \$8,197,460, NC DOT funds by \$400,431 and budgeted transfer from Authority cash and investments will be increased by \$7,849,319.

Consent – Item B



We recommend that the Airport Authority Board amend the FY22/23 budget as outlined below.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The budget amendment will increase both FY22/23 budgeted revenues and expenditures by \$16,447,210 to provide for the changes outlined above. The net increase in Transfers from GARAA Cash is \$7,849,319.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to amend the FY22/23 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, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Carry-over Capital Expenditures		\$16,447,210
Totals	<hr/>	<hr/> \$16,447,210



This will result in a net increase of \$16,447,210 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Federal Funds – AIP Funds		\$8,197,460
NC DOT Funds		400,431
Transfer from GARAA Cash		7,849,319
Totals	<hr/> <hr/>	<hr/> <hr/> \$16,447,210

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 7th day of October, 2022.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: October 7, 2022

ITEM DESCRIPTION – New Business Item A

Approve the Greater Asheville Regional Airport Authority Board 2023 Schedule

Below are the proposed dates for the 2023 Board Meetings and Budget Workshop/Budget Approval Meeting to note on your calendars:

January 5	July 14
February 3	August 11
March 10	September 8
Wednesday, March 29	October 13
April 14	November 17
May 12	December 8
June 9	

Wednesday, March 29, 2023 – Board Budget Workshop/Budget Approval



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., President & CEO

DATE: October 7, 2022

ITEM DESCRIPTION – New Business Item B

Approval of Contract with Steer Davies & Gleave, Inc. (Steer) for Strategic Plan Consulting Work

BACKGROUND

The Authority's current strategic plan was adopted by the Board a little over six years ago. The plan was created with input from all the employees and the board members. The entire process was facilitated by a consultant. The industry has changed since the adoption of that strategic plan, and most of the goals have been achieved. It's now time to update the strategic plan for at least the next five years.

Staff received proposals from three consulting firms that focus on developing strategic plans. All three firms were recommended. One is local and one firm has extensive aviation/airport strategic plan experience. Staff interviewed all three firms and unanimously selected Steer, the one firm that has extensive aviation/airport experience. Steer is ready to begin the five to six month in-depth strategic planning program

ISSUES

None

ALTERNATIVES

The Board could decide not to approve the contract with Steer, and either have staff select another consultant or not hire one at all.

New Business – Item B



FISCAL IMPACT

The agreement will be for a total not to exceed \$62,500 which includes expenses.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the agreement with Steer Davies & Gleave, Inc. for the new strategic plan; (2) authorize the President & CEO to execute the necessary documents; and (3) to amend the FY2022/2023 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, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Executive Department	_____	<u>\$50,000.00</u>
Totals	_____	<u>\$50,000.00</u>

This will result in a net increase of \$50,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	<u>\$50,000.00</u>
Totals	_____	<u>\$50,000.00</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 7th day of October 2022.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

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20 September 2022

Mr. Lew Bleiweis
President & CEO
Asheville Regional Airport
61 Terminal Drive, Suite 1
Fletcher, NC 28732
(via email)

Dear Lew,

AVL Strategic Planning Services

I have enjoyed our recent discussions regarding Steer facilitating and helping to produce a strategic plan for the Asheville Regional Airport (AVL). Please see below for a proposed scope and preliminary schedule for the project, as well as information on myself and my colleague Richard Batty.

Working across transportation, infrastructure and cities, Steer is a consultancy that combines commercial, economic, technical, and planning expertise to find powerful answers to our clients' complex questions. Our proposed team has extensive experience with strategy development and organizational reviews at airports of all sizes across North America. Accordingly, we are excited to help you with the development of AVL's latest strategic plan.

Our approach to strategic planning recognizes that the ways in which board, staff and stakeholders are engaged during the planning process is just as important as the quality of the Strategic Plan document itself. AVL requires a clear future vision for the organization and how it will compete successfully; staff need to own the vision and the plan to achieve it, understand their individual roles in delivering the plan, and work effectively with their colleagues and business partners to do so.

To this end, our approach has the following key characteristics:

- **Staff-led** – We bring our industry expertise and facilitate the process, but it is AVL's plan, developed by you;
- **Expedited** – Our concentrated timeframe ensures discipline, continuity, and priority, resulting in a more effective process and a more useful product;
- **Concise** – Plans frequently have so many goals and objectives that the organization is incapable of delivering them; we encourage staff to define a manageable number of goals and objectives that will not overwhelm the organization;
- **Outcome-focused** – We assist with development of performance measures and specific action plans, with assigned responsibilities to promote accountability; and
- **Collaborative** – Our engagement process ensures a collaborative working and consensus-building environment.

As we discussed, the strategic plans we help our clients develop are designed to be used on an ongoing basis with Boards and staffs over the multi-year period of the plans. These help to frame organizational priorities and get everyone aligned on the importance of top-line issues. As described below, we also design specific tools to help manage the process and track progress.

Schedule and Scope (we use November as a notional start date)

1. November 1, Session 1: Strategic Planning Kick-off

To start the project, we recommend that we conduct a half-day session where we review aviation industry trends, AVL's current place within the industry, and discuss your current Vision and Mission and what they mean for your goals and objectives (or "strategies" under your 2016 Strategic Plan) going forward. Prior to this session, Steer would review materials you deem relevant for our assignment, including previous strategic planning materials, budgetary information and capital and master plans, among others.

- At the first meeting, we recommend that we provide a State of the Industry briefing that provides an "outside-in" view of AVL. The "outside-in" view includes the external political, economic, social and technological trends impacting the greater aviation industry and airports.
- We would follow this with you providing an update about AVL's progress against the goals of its 2016 Plan as well as its recent goals for the airport and organization. This "inside-out" perspective would include regional trends and AVL's organizational capacity to respond to these trends. In addition, you could preview the next month's review of AVL's seven Core Values.
- Steer would then facilitate a discussion putting together the most important trends from the industry (outside-in) and local (inside-out) perspectives. The results of this discussion would be used to populate a Strengths-Weaknesses-Opportunities-Threats (SWOT) matrix for the airport.

At the conclusion of the day's session, we would discuss the implications for AVL and for the set of goals and objectives that would be developed in follow-on sessions. Over the following 30 days, we would work together to refine and finalize the SWOT and develop our initial thinking around a set of strategic goals. These goals, if realized, would put AVL on track to achieve its Vision.

2. December 1, Session 2: Identification of Core Values and Goals

Developing goals follows directly from a review of the opportunities and challenges, AVL's positioning to address them, and obtaining staff buy-in for the Mission and Vision. Steer's experience with strategic planning suggests that ideas for goals will have emerged from the previous session and discussions. *We will have captured these in an inventory and will be prepared to discuss them with the staff leadership.*

- Discussion of the goals will include AVL's objectives (or strategies) necessary to achieve the goals.
- Following on from your assessment of AVL's organizational capacity, we would also facilitate a discussion of AVL's Core Values both to update and possibly simplify them from the current seven into four or five Core Values (per your suggestion).
- At this stage of the process, we would recommend that the engagement be with a relatively small group of your staff leadership.

After this session, we would recommend that we consolidate a package of the Mission, Vision, Core Values, Candidate or Candidate Goals, and suggestions for Objectives that could be shared more widely with the larger staff group (as discussed).

3. January 15, Session 3: Presentation to Staff about Work Completed To-date

Based on our recent discussion, we recommend that we have a “staff forum” to discuss the strategic plan. Steer would suggest that we start with an abbreviated summary of the State of Industry and President/CEO reports from Session 1, followed by an open discussion about the SWOT, Vision, Mission, Core Values as well as Candidate Goals and suggestions for Objectives.

- The session’s objective would be to obtain buy-in and consider any additional ideas from AVL staff.
- Based on the discussion and review of work to date, we would finalize the Goals and inventory ideas for Objectives—the ways in which Goals are realized.
- Following that session, we would consider any ideas and possible changes to the Plan’s top-line elements and the President/CEO would decide on any Board consultation and/or consideration required.

4. March 1, Session 4: Objectives and Performance Measures

In early 2023, we would begin the process of moving from the “what” to the “how,” focusing on developing the Objectives and Action Plans that would detail how the management initiatives would be implemented, who would be responsible, and how progress against the Objectives and Goals would be measured and tracked.

- In a session with the staff leadership, we would develop Objectives for each of the Goals. Objectives are typically three to five measurable results that, if achieved, promote the realization of the Goal.
- As we develop the Objectives, we would also identify Performance Measures, outcome-based measures that help to measure success of the Objectives in achieving the Goals. Ideally, these are quantitative (e.g., “maintain a CPE below \$10) but can also be qualitative, output-oriented measures (e.g., “complete terminal capital plan by FY2024”).
- At the conclusion of the February session, we would put together an Action Plan framework (i.e., an Excel-based model) that would enable construction of Action Plans to guide the next step of the Strategic Plan.

At the conclusion of March, we would have completed the public-facing version of the Strategic Plan, which can be presented to the Board for approval and/or produced in a web-based or public document format. As an optional service, Steer can assist with the design and production of the public document (see for example <https://gspairport.com/strategic-business-plans/--Steer> helped with the past two GSP strategic plans). For other clients, such as Los Angeles World Airports, they produce their own documents.

5. Optional Step: Action Planning

A further, optional step during Spring 2023 is to work with leaders and staff to create action plans for implementation of the Strategic Plan. We would put together an Action Plan framework (i.e., an Excel-based model) and then a brief action plan would be created for each Strategic Plan Objective, identifying key actions, schedules, and responsibilities. The process, timeline and effort required for action planning depends on the number of Objectives, the extent of cross-functional collaboration required and the respective roles of staff and Steer consultants in the drafting of plans. Typically, in our experience, this process takes two months, resulting in a completion date of May 31, 2022

Lew, we have attempted to align the AVP Strategic Planning process with our conversations and your schedule. We believe once the strategic planning process is started, it is important to keep the momentum going to increase the likelihood of engagement in the process. We have completed these types of strategic planning exercises for several airports and remain willing to further refine the process to address any specific needs identified.

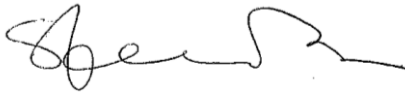
Given our recent discussion about Steer's role in supporting AVL, we propose a \$62,500 budget, with the following assumptions:

- Arrangement will be time and materials with the \$62,500 cap.
- \$55,000 in labor costs.
- \$7,500 in travel costs, billed at cost according to AVL policies.

We have included a list of deliverables and our labor rates on the following page as an attachment.

We are happy to work with your standard contract template or I can send one to you, just let me know.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Steve Van Beek', with a stylized flourish at the end.

Stephen Van Beek

Director

(703) 910-3844

steve.vanbeek@steergroup.com

Attachment: Deliverables and Labor Rates

Deliverables

- Comments to Vision, Mission and Core Values
- State of the Industry Report, and if desired a full summary for the Board
- Consolidated draft to date, shared with staff leadership team
- Goals, Objectives and Performance Measures
- Ideas on presentation of plan
- Full Strategic Plan draft
- Final Strategic Plan
- Optional: Public produced version of the Strategic Plan

Labor Rates

(note: Steer agrees to deliver the scope and deliverables above for a price of \$55,000 (time/labor capped). Any change to scope will be mutually agreed by AVL and Steer).

Consultant	Rank	Rate (hourly)
Steve Van Beek	Director	\$365
Richard Batty	Associate Director	\$308
Rawley Vaughn	Associate	\$218
Ian Sample	Associate	\$218
Michele Tavani	Principal Consultant	\$195
Adrian Leung	Principal Consultant	\$185
Kate Bridges	Principal Consultant	\$155
Support Staff	Assistant Consultant/Consultant	\$140

Attachment: About Steer's Team

Stephen Van Beek

Dr. Stephen D. Van Beek leads North American Aviation at Steer and has over 20 years of experience directing business planning and policy/regulatory projects for airports, trade associations, and government agencies.

Stephen's strategic planning work with airport executives and boards includes airports ranging from non-hubs to large international gateway airports (e.g., Boston, Denver, Greenville-Spartanburg, Hartford, Knoxville, Lehigh Valley and Raleigh-Durham). These projects vary but include the facilitation and development of strategic plans; setting performance metrics to guide progress against the plans; and advising on enabling initiatives to support the plans across the airports' lines of business.

Prior to Steer, Stephen was Vice President for ICF International, where he was seconded as an Interim Head of Economics for Airports Council International from 2015 and 2016. Stephen was also President/CEO of the Eno Transportation Foundation and Executive Vice President of Airports Council International, North America. Prior to his association service, Stephen was Associate Deputy Secretary in the U.S. Department of Transportation and Head of Intermodalism. His international experience also includes his service as a Senior Transport Advisor to the North Atlantic Treaty Organization in Brussels.

Relevant skills

Aviation Policy: Stephen has extensive experience working with the International Civil Aviation Organization, the U.S. Department of Transportation, and the U.S. Federal Aviation Administration with regulations and policies concerning airport privatization, public private partnerships, capital investments, rates and charges, security, and congestion management.

Nonaeronautical Revenues: Stephen has led over a half-dozen projects, helping airports increase their revenues, including with airport concessions, parking, and leveraging of land owned by airport authorities.

Airport Transactions: Stephen has worked on several privatizations, public private partnerships, and Value for Money projects including in New York John F. Kennedy International Airport's The New Terminal One, Westchester, San Juan, and Bermuda.

Qualifications

University of Virginia
PhD, Government & Foreign Affairs
1991

University of Virginia
MA Government & Foreign Affairs
1988

University of California, Santa Barbara
BA Political Science
1983

Appointments

North Atlantic Treaty Organization
(Brussels)
Senior Transport Advisor

Richard Batty

Richard has over 30 years' experience in strategy and organizational effectiveness, predominantly for airports and other transportation organizations, in North America, Europe and Asia. He has recently advised U.S. clients including Los Angeles World Airports, Long Beach Airport, City of San Jose Airport Department, Northwest Arkansas National Airport, and the Port of Seattle on strategic planning and reviews of organization structure and staffing.

Previously, Richard focused on organizational effectiveness in the U.K. rail industry, playing a key role in the creation of Network Rail (U.K. rail infrastructure manager) and the turnaround of its business performance.

Relevant skills

Strategic Planning: Airports, seaports, and other transportation providers, like all organizations, need effective strategic plans – providing common direction and engagement for staff, and setting out the actions required to achieve the vision. Richard facilitates the development of strategic plans establishing an organization's mission, vision, goals, objectives, and key performance measures, to achieve broad participation and buy-in from employees and stakeholders. He also guides the development of action plans to deliver the strategic plan, including schedules, accountabilities and short-term outcomes.

Organizational Effectiveness: Development of a successful, high-performing organization requires not only the right strategic plan but also the right organizational structure, capabilities, resources, processes, and systems required to deliver the plan. Richard leads organizational reviews to define appropriate organizational structures, assess resource requirements, and recommend improvements to organizational effectiveness. He works closely with management teams to support implementation of the findings.

Transaction Advisory: Richard has advised on a wide variety of transactions, including: feasibility study and transition planning for transfer of an airport system from state department to authority/corporation status; creation of Network Rail (U.K. rail infrastructure manager) and its acquisition of Railtrack; market review of fixed base operation (FBO) services at U.S. airports; preparation for negotiation of an airport lease extension; concessioning of Argentina's state postal service; negotiation of joint venture between two communications and logistics businesses.

Qualifications

Cambridge University, U.K.
MA Mathematics
1987

Cambridge University, U.K.
Diploma Mathematical Statistics
1984

Cambridge University, U.K.
BA Mathematics
1983

Certifications

Chartered Association of Certified Accountants
Certified Diploma in Accounting and Finance
1988

Years of experience

6 Client side
28 Consulting

Presentations & Publications

Airport Business Magazine
Time to Reorganize – Why U.S. Airports Need to Adapt Their Organizations to Meet Industry Changes
August/September 2018

Airports Council International – North America, Business of Airports Conference
Workforce Efficiency and the Bottom Line
2018

American Public Transportation Association, Annual Meeting
Value for Money and its Application in U.K. Rail
2012



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: October 7, 2022

ITEM DESCRIPTION – New Business Item C

Approval of Grants Management Policy

BACKGROUND

The Authority regularly applies for, and receives, grant funding from various sources. A formal policy is needed to outline procedures and responsibilities for the application and management of grant funding to ensure grant and audit requirements are followed.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

No direct fiscal impact.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the new policy for the Grants Management.

Attachment

New Business - Item C

OBJECTIVE

To provide guidelines for the application and administration of federal and state grants as well as direct federal or state appropriations and to ensure the Authority has the resources and ability to adhere to grant restrictions, covenants, reporting requirements and matching requirements.

**METHOD OF
OPERATION**

**Application
Procedure**

1. When grant funding is desirable and potentially available, the Planning department has primary responsibility for initiating a grant application. The COO should work with the Planning department to determine the overall feasibility of a grant application.
2. The following should be considered when analyzing the feasibility of a grant application:
 - Accounting requirements (special funds, accounts, etc.)
 - Single Audit / compliance requirements, CFA #, etc.
 - Associated audit fees
 - Recurring grant funding
 - Matching requirements
 - Reporting requirements (documents requested)
 - Staff workload
 - Budgetary constraints
 - Adherence to administrative requirements
 - Purchasing requirements
 - Insurance issues
 - Asset restrictions (for assets purchased with grant funding)
 - Davis Bacon, EEOC and Affirmative Action issues, as well as any other personnel issues
 - Any major performance requirements that may exist, such as having written policies and long-term official plans. The Authority may be required to make official certifications regarding some of the grant requirements such as a drug-free workplace, certain lobbying certifications and executive order 11246 (affirmative action).
3. Any grant restrictions and/or matching requirements must be deemed acceptable before approval. The President and CEO will approve all grant applications before submission.
4. A copy of the completed application should be forwarded to the Finance department when submitted to grantor.

Response from grantor:

- If denied: The President and CEO should notify the Finance department and Planning department of the denial
- If awarded: The President and CEO should notify the Finance department and Planning department as well as any other affected staff and forward a copy of the grant award

Grant Award

Upon approval of the project, a Grant Award letter will be sent to the airport. Once this award is accepted by the President and CEO, as well as the airport attorney, if necessary, the funding will be made available.

Grant Management

The VP of Planning is responsible for the monitoring and verification of project progress. The Planning department submits all progress reporting to the funding agencies. The preparation of these reports should be in coordination with the Finance department who manages the disbursement of grant funding.

Disbursement

The Planning department and the airport's engineering representatives are responsible for oversight of all projects. As work is completed, invoices are reviewed for accuracy. Once the invoice has been verified for quantities, DBE participation and certified payroll, the Planning department submits a payment approval to the Finance department. The payment approval includes the grant number, or other identifying information, and approval signatures. Upon receipt of completed payment approval, the Finance department makes timely payment of invoice.

Draw of funds

The Finance department coordinates with the Planning department to prepare grant tracking spreadsheet which identifies amounts from invoices which are eligible for grant funding as well as matching requirements. A copy of this spreadsheet is submitted to the funding agency for reimbursement. For FAA-AIP reimbursements, this spreadsheet is submitted through the online FAA portal, Delphi System. Upon validation, grant funding is automatically credited to the airport's bank account.

**Recurring and
Multi-Year Grants**

Documentation for grants that span multiple years should be reviewed annually to determine funding as a part of the budgeting process.

Recurring grants should be reviewed annually to identify and changes in terms, conditions or requirements. Any such changes must be communicated to the President and CEO and to the Finance Department.

Grant Closeout

The Planning department is responsible for completion of closeout documentation for grant funded projects. Grant closeout checklists are provided by funding agency and must be followed for proper closeout. The Planning department works with project engineer to prepare final project report, a breakdown of project financial reports, as-built drawings, change-order justifications, and any other required project reporting forms.

**Grants Record
Management**

All grant records are maintained in Planning department, in both digital and hard copy format. In addition, grant approval documentation is maintained in the President and CEO's office and disbursement and reimbursement documentation is maintained in Finance office.

**APPROVAL AND
UPDATE HISTORY**

Approval



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: October 7, 2022

ITEM DESCRIPTION – New Business Item D

Approve Construction Contract with Nassiri Development, LLC for the Stormwater Improvements Project

BACKGROUND

There are multiple areas on the airport where storm water drainage problems have been habitual and worsening over time. Two of these areas have also caused concerns with North Carolina Department of Environmental Quality (NCDEQ). On January 6, 2022, the Board approved a contract with Avcon Engineers and Planners, Inc. to design mitigation measures for these areas, which was recently completed and then publicly bid. Only one bid was received on the August 25, 2022 bid due date, which was short of the three bids required by North Carolina statute.

Based on contractor feedback, amendments were made to the construction schedule and the project was published as a new bid. On the new bid due date, only one bid was once again received. The project was therefore re-bid for the required seven days, and on September 23, 2022, only one bid was again received.

The Engineers Estimate for the project was \$930,000.00. The single bid received was in the amount of \$1,080,000. After review and consideration, only Phases 1, 2 and 5 of the project is recommended by staff to be awarded and completed. The Engineers Estimate for these phases was \$650,000.00. The bid amount for these phases was \$722,980.00.

ISSUES

None.

New Business – Item D



ALTERNATIVES

The Board could elect to either not move forward with this project and re-bid it next calendar year in hopes of obtaining additional interest, or, award only those phases of the project considered critical in nature.

FISCAL IMPACT

Staff would recommend awarding only Phases 1, 2 and 5 of the project, for a total cost of \$722,980.00 to be funded with Airport Funds. The overall project budget available is presently \$595,000.00, which will require a budget amendment to cover the additional cost.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Contract with Nassiri Development in the amount of \$795,278.00 (Contract cost of \$722,980.00 plus a ten percent allowance of \$72,298.00); (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2022/2023 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, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$200,278
Totals	<hr/>	<hr/>
		\$200,278



This will result in a net increase of \$200,278.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$200,278
Totals	<hr/> <hr/>	<hr/> <hr/> \$200,278

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 7th day of October 2022.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

CONTRACT AGREEMENT
STORMWATER IMPROVEMENTS

FOR THE

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

This Agreement made and entered into this ___ day of _____, 2022, by and between the **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY** (the "Authority") and **NASSIRI DEVELOPMENT, LLC.** (the "Company").

WITNESSETH:

The Authority desires to allow the Company the right and obligation to construct, furnish all equipment, tools, materials, skill and labor 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, together with foregoing Proposal made by the Contractor, the Instruction to Bidders, Mandatory Contract Provisions, Special Conditions, General Provisions, Technical Specifications and this Agreement constitute the Contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal ("the Product"), at the Asheville Regional Airport.

The Company is qualified and willing to provide such Product.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained and other valuable consideration, the Authority and the Company hereby mutually undertake, promise and agree, each for themselves, their successors and assigns as follows:

I. EMPLOYMENT OF THE COMPANY

The Company agrees to provide the Product herein described, in accordance with the terms of this Agreement all at the Company's sole expense.

II. SCOPE OF WORK

- 2.1 The Company agrees to construct, manufacture, sell, transfer and deliver in accordance with the terms set forth in the Bid Documents and subsequent Agreement Documents, the Product offered by the Company and as the Authority has described in the Specifications. The terms of the Agreement Documents shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations, or other similar documents shall be binding upon the Authority unless such document is signed by an authorized representative of the Authority.
- 2.2 The Company agrees to provide all personnel, labor, supplies and equipment required for the purchase.
- 2.3 The Authority agrees to award the base bid for Phases 1, 2 and 5 of the bid documents. No other phases of work are being awarded at this time.

III. PRODUCT

- 3.1 Quantity: Items to be delivered/furnished/installed by the Contractor according to the scope of work, specifications and plans.

3.2 Description: Per bid specifications.

IV. WARRANTY

4.1 The Company warrants to the Authority that the Product shall be free from defects in materials and workmanship, and shall conform to the requirements of the order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The Product furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. Manufacturer furnishing this Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.

4.2 In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Company to immediately provide personnel, equipment and supplies necessary to correct any deficiencies. If within two days of such notice, Company has not corrected specified deficiencies to the satisfaction of the Authority, and according to the Specifications, the Authority may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Company shall pay such costs incurred to affect such remedy. Any such amounts so charged to the Company shall be deducted from any sums due or becoming due from the Authority to the Company.

4.3 Until expiration of any stated warranties the Authority shall inspect the Product and immediately notify the Company of any issues. The Company will immediately resolve any issues relating to the Product, and will also be responsible for immediately resolving any issues involving third parties without delay to the Authority.

4.4 Unless otherwise noted within the contract documents, any reference to warranties shall be understood as one (1) year.

V. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall be for a term beginning _____, 2022 and ending upon acceptance of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

6.1 The Authority shall pay the Company the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished in an acceptable manner, the total amount of \$722,980.00, for furnishing the Product or as stated in bid based on unit prices.

6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior approval by the Authority.

VII. INSURANCE REQUIREMENTS

7.1 The Company agrees to indemnify and save the Authority, its officers, agents and employees harmless from any liabilities, including, but not limited to, claims, judgments, fines, costs and attorneys' fees, to persons or property resulting from or arising out of the conduct of the Agreement or providing of services hereunder by the Company; and further agrees to carry and furnish the Authority a certificate(s) of public liability insurance and automobile liability insurance, in single limit amounts not less than \$1,000,000.00 for damage to property or injury to persons resulting from any one accident, in a company or companies acceptable to the Authority, in which policy the Authority shall be named as an additional insured, and the Company shall furnish satisfactory evidence that

such insurance is in effect and shall not be cancelled on less than 30 days prior written notice of such cancellation to the Authority.

- 7.2 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

VIII. SECURITY REQUIREMENTS

- 8.1 The Authority shall maintain through the term of this Agreement the Bid Bond and Performance Bond provided by Company as part of its bid for the Product.
- 8.2 The terms of the Performance Bond and Payment Bond are subject to final Owner approval. The Performance Bond must specifically identify the options available to the Surety upon notice of Contractor's default or notice of Contractor's default and Owner's termination of the contract. The Performance Bond must specifically state that the Surety cannot, under any circumstances, arrange for the completion of the Contract by the defaulting and terminated Contractor, and the Performance Bond must specifically state that if the Surety elects to arranged for another Contractor to perform and complete the Contract or to undertake and perform and complete the Contract itself, the Surety must obtain the Owner's consent as to the completion Contractor or Contractors.

IX. INSTALLATION

- 9.1 The Product shall be installed per plans and specifications.

X. INVOICE AND PAYMENT

- 10.1 Payment terms are net 30 days from Company's invoice date, which shall be no sooner than the delivery to the Greater Asheville Regional Airport Authority, and the acceptance or approval date of the Product by the Authority.

Invoice shall be directed to:

Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

- 10.2 The Company shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations, including but not limited to regulations promulgated by the Authority, and all regulations and requirements of the Federal Occupational Health and Safety Act, and any similar state or local laws, ordinances, and regulations, including regulations promulgated by the Authority, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the Products to be provided (the "Applicable Law").

XI. TITLE AND RISK OF LOSS

Unless otherwise specified in connection with a particular order placed pursuant to this Agreement, title and risk of loss of or damage to the Product shall pass from the Company to the Authority when delivered to the Authority as specified in the order, except for loss or damage resulting from Company's fault or negligence or failure to comply with an order. Passing of title upon such delivery shall not constitute acceptance of any Product.

XII. STATUS OF COMPANY

The status of the Company under this Contract shall be that of an independent contractor retained on a contractual basis to provide Product for a limited period of time, and it is not intended, nor shall it be construed that the Company, or employees of the Company, are employees, officers or agents of the Authority for any purpose whatsoever.

XIII. TERMINATION

- 13.1 The Authority may terminate this Contract immediately for default by written notice to the Company of such termination if the Company neglects to provide the Product properly, performs in an unsatisfactory manner, or fails to perform any provision of this Contract. In the event of termination for default, the Authority shall have against the Company all remedies provided by law and equity.
- 13.2 The Authority further, at its sole option and discretion, may terminate or reduce the scope of work at any time, without any default on the part of the Company, by giving a written notice to the Company at least 30 days prior to the effective date of termination or reduction in the scope of work as set forth in the notice.
- 13.3 In the event of full or partial termination by the Authority, the Company shall terminate all purchase of the Product under the Contract, to the extent and on the date specified in the notice of termination and until such date, to the extent stated in the notice of termination, shall provide such Product, and be compensated only for such Product, as may be necessary as determined by the Authority's representative in his sole discretion to preserve the work in progress and to protect materials, buildings and equipment. The Authority may then proceed with provision of the Product to be provided in any lawful manner that it may elect.
- 13.4 In the event of termination or reduction in the scope of any future purchase of Product provided by the Authority, the Authority shall pay the Company for all Product satisfactorily received up to the effective date of termination or reduction in the scope of any future purchase to be provided, in accordance with the price for such Product submitted with the Proposal. The Authority and the Company shall negotiate in good faith to arrive at a revised Contract price schedule.

XIV. NOTICE OF LABOR DISPUTES

In the event that the Company is put on notice or otherwise made aware of an actual or potential labor dispute that delays or threatens to delay the delivery of the Product, the Company shall immediately and without delay, notify the Authority in writing. Such notice shall include all relevant information covering such dispute and its background. In the event a labor dispute delays the delivery of Product to an extent not acceptable to the Authority, the Authority reserves the right to cancel the Agreement, pay for any Product

provided to that point in time without additional cost or penalty to the Authority. Upon such cancellation, the Authority will proceed to find a replacement to provide the Product the Company had been awarded through this Contract.

XV. NOTICES

Notices to either party provided for herein shall be in writing and shall be sufficient if hand- delivered, sent by courier, or sent by certified or registered mail, postage prepaid, addressed as follows:

To Authority: Greater Asheville Regional Airport Authority
Attn: Executive Director
61 Terminal Drive, Suite 1
Fletcher, NC 28732

To Company: NASSIRI DEVELOPMENT, LLC
13663 Providence Rd. #161
Matthews, NC 28104

or to such other respective address as the parties may designate to each other in writing from time to time.

XVI. COMPLIANCE WITH LAWS

Both parties agree that in performing under this Agreement, they will in all respects follow and comply with all applicable governmental laws, regulations, orders and other rules of duly constituted Authority.

XVII. NO ASSIGNMENT

The Company shall not assign, subcontract or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Product to be rendered by the Company hereunder, without the prior express written consent of the Authority.

XVIII. CUMULATIVE REMEDIES, WAIVER

The parties agree that, any and all, remedies that are provided for in this Agreement shall be cumulative and in addition to any other remedies which are provided for in law or equity. No waiver or failure to act on the part of any party to this Agreement shall prevent such party from later exercising their rights under this Agreement.

XIX. COMPLETE UNDERSTANDING

This Agreement sets forth the entire Agreement between the parties. This Agreement may not be changed, altered, or amended except by in writing and signed by both parties.

XX. NON-DISCRIMINATION

20.1 During the performance of this Agreement, the Company, for itself, its assignees and successor interest, agrees as follows:

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

B. Non-discrimination. The Company, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company shall not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the Company of the Company's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.
- D. Information and Reports. The Company shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Aviation Administration (the "FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Company is in the exclusive possession of another who fails or refuses to furnish this information, the Company shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Company's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it, or the FAA, may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to the Company under the Agreement until the Company complies; and /or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. The Company shall include the provisions of paragraphs A through E in every subcontract, including procurements or materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Company shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Company may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity that benefit from Federal assistance. This Section obligates the Company for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this Section obligates the Company for the longer of the following periods: (a) the period during which the property for which Federal assistance is extended, or for another purpose involving the provision of similar Product or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors this Section binds the contractors from the Proposal solicitation period through the completion of the contract. The Company shall include the provisions of this Section in every subcontract, including procurements of materials and lease of equipment, under this Agreement.

XXI. INDEMNIFICATION

The Company shall, and shall cause any subcontractor to, assume responsibility for loss or damage to property or injury to persons resulting from, arising out of or associated with such subcontractor's Product rendered pursuant to this Agreement, as well as for any claims made by or on behalf of such subcontractor's agents, servants and employees arising out of their employment or work pertaining to the Product rendered pursuant to this Agreement. The Company shall, and shall cause any subcontractor at all times to indemnify and hold the Authority and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including those reasonable and necessary costs, attorney and witness fees and expenses incidental thereto, arising out of, or in connection with the Product rendered under the terms of this Agreement, except for acts arising out of the sole negligence of the Authority. The parties hereto shall promptly report to the other any such claim or suit against either of them.

XXII. INDEPENDENT CONTRACTOR

It is agreed and understood that in performing its Product hereunder, the Company acts as an independent contractor in every respect and that the Company shall not hold itself out as, nor shall it be deemed, an agent, servant, or employee of the Authority. The selection, retention, assignment, direction and payment of the Company's employees and associates shall be the sole responsibility of the Company. The Authority shall not attempt to exercise any control over the daily performance of duties by the Company's employees.

The Company agrees that its employees shall have no right to participate in any group, life, and accident or health plan maintained by the Authority for its employees. The Company shall maintain all tax records for its employees who perform Product pursuant to this Agreement, and the Company shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Company to its employees for their Product.

XXIII. SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement, the rights of the Company to use the premises, facilities, rights, licenses, Product and privileges herein granted shall cease and the Company shall forthwith, upon such expiration or termination, surrender the same.

XXIV. HEADINGS

The paragraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

XXV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina.

XXVI. INCORPORATION OF DOCUMENTS

This Agreement, together with the following documents, constitutes the Agreement Documents and are attached hereto and made a part hereof:

- A. Cover Page
- B. Invitation to Submit Bid
- C. Definition of Terms
- D. Instructions to Bidders
- E. General Conditions
- F. Bid Form

- G. Bidder's Experience and Qualifications Questionnaire
- H. Agreement
- I. Exhibits
- J. Insurance, Payment & Performance Bond Certificates

The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

IN TESTIMONY WHEREOF, each of the parties has caused its duly authorized representative to execute and deliver this Agreement, effective as of the date first above written.

Authority:

Greater Asheville Regional Airport Authority

By: _____
Title: President & CEO

Date: _____

Company:

NASSIRI DEVELOPMENT, LLC

By: 
Title: President

Date: 10/3/22

This instrument has been pre-audited in the manner required by local government and fiscal control.

Finance Officer

Date

ATTACHMENT A**PROVISIONS, COVENANTS AND CONDITIONS MANDATED BY THE FEDERAL AVIATION ADMINISTRATION, OR OTHER FEDERAL REGULATIONS, TO BE INCLUDED IN ALL AGREEMENTS FOR EQUIPMENT TO BE FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS.****I. DOCUMENTATION**

1.1 The Company shall maintain an acceptable cost accounting system. The Authority, the Federal Aviation Administration (the "FAA") and the Comptroller General of the United States shall have access to any books, documents, papers, and records of the Company which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for three (3) years after the Authority makes final payment and all other pending matters are closed.

1.2 All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the Authority, the sponsor of the Federal Grant under which this Agreement is executed. Information regarding these rights is available from the FAA and the Authority.

II. TERMINATION

2.1 Any violation or breach of the terms of this Agreement on the part of the Company or its subcontractor(s) may result in the suspension or termination of this Agreement or such other action which may be necessary to enforce the rights of the parties of this Agreement.

2.2 The Authority may, by written notice, terminate this Agreement in whole or in part at any time, either for the Authority's convenience or because of failure of the Company to fulfill the Agreement obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing under this Agreement, whether completed or in process, delivered to the Authority.

2.3 If the termination is for the convenience of the Authority, an equitable adjustment in the compensation to be paid to the Company shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

2.4 If the termination is due to failure by the Company to fulfill its obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Company shall be liable to the Authority for any additional cost to the Authority as a result thereof.

2.5 If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been affected for the convenience of the Authority. In such event, adjustment on the Agreement price shall be made as provided in paragraph 2.3 above.

2.6 The rights and remedies of the Authority provided in this Section II are in addition to any other rights and remedies provided by law or under this Agreement.

III. SOLICITATION OF AGREEMENT

3.1 The Company warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Company for the purpose of securing business.

IV. PUBLIC OFFICIALS NOT TO BENEFIT

4.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising, therefore.

V. DEBARMENT

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

VI. TRADE RESTRICTIONS

6.1 The Company, by execution of this Agreement, certifies that it: (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

6.2 Unless the restrictions of this provision are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, an agreement shall not be awarded to the Company who is unable to certify to the above. If the Company knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Authority cancellation of this Agreement at no cost to the Government.

6.3 Further, the Company agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts for goods or services associated with the Project. The Company may rely on the certification of any such prospective subcontractor unless it has knowledge that the certification is erroneous.

6.4 The Company shall provide immediate written notice to the Authority if the Company learns that its certification or that of a subcontractor for goods or services was erroneous when submitted or has become erroneous by reason of changed circumstances. Any such subcontractor shall agree to provide written notice to the Company if at any time it learns that its certification was erroneous by reason of changed circumstances.

6.5 This certification is a material representation of fact upon which reliance was placed entering into this Agreement. If it is later determined that the Company knowingly rendered an erroneous certification, the FAA may direct through the Authority cancellation of this Agreement for default at no cost to the Government.

6.6 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 the Company is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6.7 The certification regarding trade restrictions 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.

VII. LOBBYING CERTIFICATIONS

7.1 The Company certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 Company shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Company 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.

7.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

VIII. BUY AMERICAN PREFERENCE

8.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

- A. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
- B. Components. As used in this clause, a component means those articles, materials, and supplies incorporated directly into steel and manufactured products.
- C. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

8.2 The successful Company will be required to assure that only domestic and steel manufactured products will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except those:

- A. That the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
- B. That the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest.
- C. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

IX. CONTRACTOR CONTRACTUAL REQUIREMENTS

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

- A. The Company shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. The Company, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- D. The Company shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In the event of the Company's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to the contractor under the contract until the contractor complies.
 - 2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. The Company shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

X. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982

10.1 The Company assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/ lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon.

10.2 In these cases, the provision obligates the party or any transferee for the longer of the following periods:

- A. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits.

- B. The period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

XI. VETERANS PREFERENCE

11.1 In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

XII. CLEAN AIR AND WATER POLLUTION CONTROL

12.1 Contractors and subcontractors agree:

- A. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.
- C. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

XIII DAVIS BACON ACT REQUIREMENTS (49 CFR 18.36(i)(5))

13.1 Minimum Wages:

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

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

- B. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (2) The classification is utilized in the area by the construction industry.
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- E. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- F. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- G. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

13.2 Withholding.

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

13.3 Payrolls and basic records.

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

records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- B. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- C. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.
 - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3.
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

13.5 Apprentices and Trainees.

- A. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State

Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

13.6 Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- A. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- C. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- D. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein

incorporated by reference in this contract.

- E. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- F. Certification of Eligibility.
- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Bond # SUR1001484

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that NASSIRI DEVELOPMENT, LLC, of the State of North Carolina and County of Mecklenburg, hereinafter, known as the Principal, and Frankenmuth Mutual Insurance Company, a corporation chartered and existing under the laws of the State of Michigan and duly authorized to do business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of Seven Hundred Twenty Two Thousand, Nine Hundred and Eighty Dollars (\$ 722,980.00) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract, which contract is solely limited to phases 1, 2 and 5, with the Owner under which it agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, to complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, which contract is solely limited to phases 1, 2 and 5, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner and Owner's Agents harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner and the Owner's Agents harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, which contract is solely limited to phases 1, 2 and 5, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, which contract is solely limited to phases 1, 2 and 5, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work or to the Plans and Specifications, which contract is solely limited to phases 1, 2 and 5.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with greater or additional rights than those set forth in Chapter 44A, Article 3. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this 3rd day of October, 2022, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Nassiri Development, Inc
Principal Seal



Kimberly Nassiri
Name

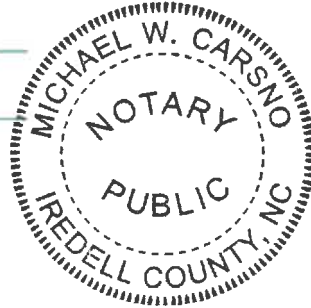
President
Title

By: [Signature] (L.S)

[Signature]
Notary Public

State of North Carolina

County of Issaquah



Type text here

As to Surety:

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Frankenmuth Mutual Insurance Company
Surety Seal

Sharon K Perry
Name

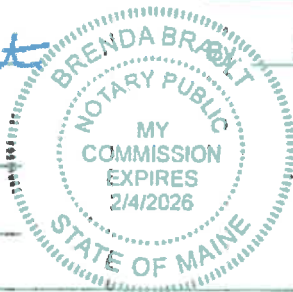
Attorney-in-Fact
Title

Sharon K. Perry (L.S)

[Signature]
Notary Public

State of Maine

County of Cumberland



Bond# SUR1001464

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that **NASSIRI DEVELOPMENT, LLC**, of the State of North Carolina and County of **Mechlenburg**, hereinafter, known as the Principal, and **Frankenmuth Mutual Insurance Company**, a corporation chartered and existing under the laws of the State of **Michigan** and duly authorized to business in the State of North Carolina as Surety, are held and firmly bound unto the **Greater Asheville Regional Airport Authority** hereinafter known as the Owner, in the penal sum of **Seven Hundred Twenty Two Thousand, Nine Hundred and Eighty Dollars (\$ 722,980.00)** to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract, **which contract is solely limited to phases 1, 2 and 5**, with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract, **which contract is solely limited to phases 1, 2 and 5**, is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, **which contract is solely limited to phases 1, 2 and 5** or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney'-s fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract **which contract is solely limited to phases 1, 2 and 5** or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications, **which contract is solely limited to phases 1, 2 and 5**.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgement based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part

shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this 3rd day of October, 2022, either in person or by agents fully authorized.



As to Principal:

Signed, sealed and delivered in the presence of:

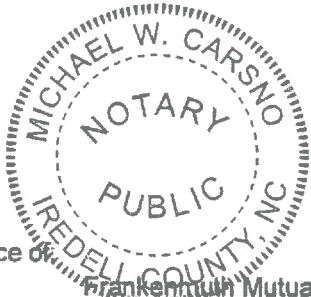
Principal

[Signature]
Witness
[Signature] Notary Public

[Signature]
By: _____ (L.S.)

State of North Carolina

County of Issaquah



As to Surety:

Signed, sealed and delivered in the presence of

Frankenmuth Mutual Insurance Company (Surety)

Sharon K. Perry

Sharon K Perry (Name)

Attorney-in-Fact (Title)

[Signature]
Witness

[Signature] Notary Public

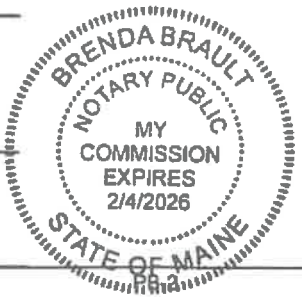
By: _____ (L.S)

State of Maine

County of Cumberland

Approved as to form:

Owner's Attorney



FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Kathy Adie, Mitch Smith, Erik Steenken, Cheryl Torrao, Joseph Ruch, Tyler Willey, Dina Massey, James Rogers Sharon K. Perry, Maegan Gordon, Kevin McCosh, Sabrina Murphy, Brooke Shappell, Kayla Boals

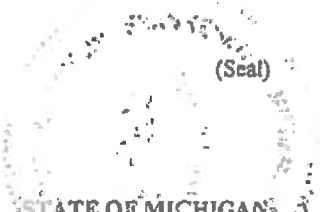
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



(Seal)

Frankenmuth Mutual Insurance Company

By

Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

(Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 3rd day of October, 2022.

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Frankenmuth Mutual Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Mutual Insurance Company's corporate seal to any bond executed on behalf of Frankenmuth Mutual Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2022, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Mutual Insurance Company, by its Attorney-in-Fact, Frankenmuth Mutual Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 3rd day of October, 2022.



Frankenmuth Mutual Insurance Company

Sign: Sharon K. Perry
Attorney-in-fact
Sharon K Perry



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: October 7, 2022

ITEM DESCRIPTION – New Business Item E

Ratify Award of Contract with Patton Construction Group, Inc. for the Temporary North Parking Lot

BACKGROUND

As the Board is aware, with the increase in the amounts of passengers, the airport continues to have parking shortages during peak times despite the additional surface lots commissioned recently.

As part of the current Master Plan Update, Airport Staff had the planning consultant review several parking strategies and offer recommendations for both long and short term solutions. The most feasible short-term solution was to utilize some of the North General Aviation (GA) Apron aircraft parking area and temporarily convert it to a shuttle lot.

Airport staff worked with AVCON to create a set of bid documents for a new shuttle parking lot on this North GA Apron that would be accessed via Wright Brothers Way. This scope of work included grading, minor storm drainage, a new gravel drive lane with concrete barriers, and striping the new vehicle parking spaces. This work would add 187 revenue generating parking spaces. Per North Carolina Procurement Regulations, this work was able to be bid informally. The Airport received three bids, and the lowest responsible bid was received by Patton Construction Group in the amount of \$231,590. In an effort to alleviate the expected parking shortages prior to the holidays, the Airport needed to move forward with this work immediately.

New Business – Item E



ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The total cost contracted with Patton is \$231,590.00. An additional \$44,732.00 will be spent separately for fencing, bringing the total project cost to \$276,313.00. Presently, all of this will be funded utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) ratify the award of the contract with Patton Construction Group in the amount of \$231,590.00 for a total project cost of \$276,313.00 with \$44,723 in fencing; and (2) amend the FY2022/2023 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, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$276,313
Totals	_____	_____
	=====	=====
		\$276,313



This will result in a net increase of \$276,313.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$276,313
Totals	<hr/> <hr/>	<hr/> <hr/> \$276,313

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 7th day of October 2022.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

CONTRACT AGREEMENT
TEMPORARY NORTH PARKING AREA

FOR THE
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

This Agreement made and entered into this 22 day of September, 2022, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY (the "Authority") and PATTON CONSTRUCTION GROUP, INC. (the "Company").

WITNESSETH:

The Authority desires to allow the Company the right and obligation to construct, furnish all equipment, tools, materials, skill and labor 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, together with foregoing Proposal made by the Contractor, the Instruction to Bidders, Mandatory Contract Provisions, Special Conditions, General Provisions, Technical Specifications and this Agreement constitute the Contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal ("the Product"), at the Asheville Regional Airport.

The Company is qualified and willing to provide such Product.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained and other valuable consideration, the Authority and the Company hereby mutually undertake, promise and agree, each for themselves, their successors and assigns as follows:

I. EMPLOYMENT OF THE COMPANY

The Company agrees to provide the Product herein described, in accordance with the terms of this Agreement all at the Company's sole expense.

II. SCOPE OF WORK

2.1 The Company agrees to construct, manufacture, sell, transfer and deliver in accordance with the terms set forth in the Bid Documents and subsequent Agreement Documents, the Product offered by the Company and as the Authority has described in the Specifications. The terms of the Agreement Documents shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations, or other similar documents shall be binding upon the Authority unless such document is signed by an authorized representative of the Authority.

2.2 The Company agrees to provide all personnel, labor, supplies and equipment required for the purchase.

III. PRODUCT

3.1 Quantity: Items to be delivered/furnished/installed by the Contractor according to the scope of work, specifications and plans.

3.2 Description: **Per bid specifications.**

IV. WARRANTY

- 4.1 The Company warrants to the Authority that the Product shall be free from defects in materials and workmanship, and shall conform to the requirements of the order for a one year period upon acceptance. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The Product furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. Manufacturer furnishing this Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.
- 4.2 In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Company to immediately provide personnel, equipment and supplies necessary to correct any deficiencies. If within two days of such notice, Company has not corrected specified deficiencies to the satisfaction of the Authority, and according to the Specifications, the Authority may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Company shall pay such costs incurred to affect such remedy. Any such amounts so charged to the Company shall be deducted from any sums due or becoming due from the Authority to the Company.
- 4.3 Until expiration of any stated warranties the Authority shall inspect the Product and immediately notify the Company of any issues. The Company will immediately resolve any issues relating to the Product, and will also be responsible for immediately resolving any issues involving third parties without delay to the Authority.

V. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall be for a term beginning September 22, 2022 and ending upon acceptance of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

- 6.1 The Authority shall pay the Company the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished in an acceptable manner, the total amount of \$231,590.00, for furnishing the Product or as stated in bid based on unit prices.
- 6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior approval by the Authority.

VII. INSURANCE REQUIREMENTS

- 7.1 The Company agrees to indemnify and save the Authority, its officers, agents and employees harmless from any liabilities, including, but not limited to, claims, judgments, fines, costs and attorneys' fees, to persons or property resulting from or arising out of the conduct of the Agreement or providing of services hereunder by the Company; and further agrees to carry and furnish the Authority a certificate(s) of public liability insurance and automobile liability insurance, in single limit amounts not less than \$1,000,000.00 for damage to property or injury to persons resulting from any one accident, in a company or companies acceptable to the Authority, in which policy the Authority shall be named as an additional insured, and the Company shall furnish satisfactory evidence that such insurance is in effect and shall not be cancelled on less than 30 days prior written notice of such cancellation to the Authority.

- 7.2 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

VIII. SECURITY REQUIREMENTS

- 8.1 The Authority shall maintain through the term of this Agreement the Bid Bond and Performance Bond provided by Company as part of its bid for the Product.
- 8.2 The terms of the Performance Bond and Payment Bond are subject to final Owner approval. The Performance Bond must specifically identify the options available to the Surety upon notice of Contractor's default or notice of Contractor's default and Owner's termination of the contract. The Performance Bond must specifically state that the Surety cannot, under any circumstances, arrange for the completion of the Contract by the defaulting and terminated Contractor, and the Performance Bond must specifically state that if the Surety elects to arranged for another Contractor to perform and complete the Contract or to undertake and perform and complete the Contract itself, the Surety must obtain the Owner's consent as to the completion Contractor or Contractors.

IX. INSTALLATION

- 9.1 The Product shall be installed per plans and specifications.

X. INVOICE AND PAYMENT

- 10.1 Payment terms are net 30 days from Company's invoice date, which shall be no sooner than the delivery to the Greater Asheville Regional Airport Authority, and the acceptance or approval date of the Product by the Authority.

Invoice shall be directed to:

Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

- 10.2 The Company shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations, including but not limited to regulations promulgated by the Authority, and all regulations and requirements of the Federal Occupational Health and Safety Act, and any similar state or local laws, ordinances, and regulations, including regulations promulgated by the Authority, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the Products to be provided (the "Applicable Law").

XI. TITLE AND RISK OF LOSS

Unless otherwise specified in connection with a particular order placed pursuant to this Agreement, title and risk of loss of or damage to the Product shall pass from the Company to the Authority when delivered to the Authority as specified in the order, except for loss or damage resulting from Company's fault or negligence or failure to comply with an order. Passing of title upon such delivery shall not constitute acceptance of any Product.

XII. STATUS OF COMPANY

The status of the Company under this Contract shall be that of an independent contractor retained on a contractual basis to provide Product for a limited period of time, and it is not intended, nor shall it be construed that the Company, or employees of the Company, are employees, officers or agents of the Authority for any purpose whatsoever.

XIII. TERMINATION

- 13.1 The Authority may terminate this Contract immediately for default by written notice to the Company of such termination if the Company neglects to provide the Product properly, performs in an unsatisfactory manner, or fails to perform any provision of this Contract. In the event of termination for default, the Authority shall have against the Company all remedies provided by law and equity.
- 13.2 The Authority further, at its sole option and discretion, may terminate or reduce the scope of work at any time, without any default on the part of the Company, by giving a written notice to the Company at least 30 days prior to the effective date of termination or reduction in the scope of work as set forth in the notice.
- 13.3 In the event of full or partial termination by the Authority, the Company shall terminate all purchase of the Product under the Contract, to the extent and on the date specified in the notice of termination and until such date, to the extent stated in the notice of termination, shall provide such Product, and be compensated only for such Product, as may be necessary as determined by the Authority's representative in his sole discretion to preserve the work in progress and to protect materials, buildings and equipment. The Authority may then proceed with provision of the Product to be provided in any lawful manner that it may elect.
- 13.4 In the event of termination or reduction in the scope of any future purchase of Product provided by the Authority, the Authority shall pay the Company for all Product satisfactorily received up to the effective date of termination or reduction in the scope of any future purchase to be provided, in accordance with the price for such Product submitted with the Proposal. The Authority and the Company shall negotiate in good faith to arrive at a revised Contract price schedule.

XIV. NOTICE OF LABOR DISPUTES

In the event that the Company is put on notice or otherwise made aware of an actual or potential labor dispute that delays or threatens to delay the delivery of the Product, the Company shall immediately and without delay, notify the Authority in writing. Such notice shall include all relevant information covering such dispute and its background. In the event a labor dispute delays the delivery of Product to an extent not acceptable to the Authority, the Authority reserves the right to cancel the Agreement, pay for any Product provided to that point in time without additional cost or penalty to the Authority. Upon such cancellation, the Authority will proceed to find a replacement to provide the Product the Company had been awarded through this Contract.

XV. NOTICES

Notices to either party provided for herein shall be in writing and shall be sufficient if hand-delivered, sent by courier, or sent by certified or registered mail, postage prepaid, addressed as follows:

To Authority: Greater Asheville Regional Airport Authority
Attn: President & CEO
61 Terminal Drive, Suite 1
Fletcher, NC 28732

To Company: Patton Construction Group, Inc.
PO Box 15054
Asheville, NC 28813

or to such other respective address as the parties may designate to each other in writing from time to time.

XVI. COMPLIANCE WITH LAWS

Both parties agree that in performing under this Agreement, they will in all respects follow and comply with all applicable governmental laws, regulations, orders and other rules of duly constituted Authority.

XVII. NO ASSIGNMENT

The Company shall not assign, subcontract or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Product to be rendered by the Company hereunder, without the prior express written consent of the Authority.

XVIII. CUMULATIVE REMEDIES, WAIVER

The parties agree that, any and all, remedies that are provided for in this Agreement shall be cumulative and in addition to any other remedies which are provided for in law or equity. No waiver or failure to act on the part of any party to this Agreement shall prevent such party from later exercising their rights under this Agreement.

XIX. COMPLETE UNDERSTANDING

This Agreement sets forth the entire Agreement between the parties. This Agreement may not be changed, altered, or amended except by in writing and signed by both parties.

XX. NON-DISCRIMINATION

20.1 During the performance of this Agreement, the Company, for itself, its assignees and successor interest, agrees as follows:

- A. Compliance with Regulations. The Company shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B. Non-discrimination. The Company, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each

potential subcontractor supplier shall be notified by the Company of the Company's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.

- D. Information and Reports. The Company shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Aviation Administration (the "FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Company is in the exclusive possession of another who fails or refuses to furnish this information, the Company shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Company noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the Company under the Agreement until the Company complies; and /or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. The Company shall include the provisions of paragraphs A through E in every subcontract, including procurements or materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Company shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Company may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity that benefit from Federal assistance. This Section obligates the Company for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this Section obligates the Company for the longer of the following periods: (a) the period during which the property for which Federal assistance is extended, or for another purpose involving the provision of similar Product or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors this Section binds the contractors from the Proposal solicitation period through the completion of the contract. The Company shall include the provisions of this Section in every subcontract, including procurements of materials and lease of equipment, under this Agreement.

XXI. INDEMNIFICATION

The Company shall, and shall cause any subcontractor to, assume responsibility for loss or damage to property or injury to persons resulting from, arising out of or associated with such subcontractor's Product rendered pursuant to this Agreement, as well as for any claims made by or on behalf of such subcontractor's agents, servants and employees arising out of their employment or work pertaining to the Product rendered pursuant to this Agreement. The Company shall, and shall cause any subcontractor at all times to indemnify and hold the Authority and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including those reasonable

and necessary costs, attorney and witness fees and expenses incidental thereto, arising out of, or in connection with the Product rendered under the terms of this Agreement, except for acts arising out of the sole negligence of the Authority. The parties hereto shall promptly report to the other any such claim or suit against either of them.

XXII. INDEPENDENT CONTRACTOR

It is agreed and understood that in performing its Product hereunder, the Company acts as an independent contractor in every respect and that the Company shall not hold itself out as, nor shall it be deemed, an agent, servant, or employee of the Authority. The selection, retention, assignment, direction and payment of the Company's employees and associates shall be the sole responsibility of the Company. The Authority shall not attempt to exercise any control over the daily performance of duties by the Company's employees.

The Company agrees that its employees shall have no right to participate in any group, life, and accident or health plan maintained by the Authority for its employees. The Company shall maintain all tax records for its employees who perform Product pursuant to this Agreement, and the Company shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Company to its employees for their Product.

XXIII. SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement, the rights of the Company to use the premises, facilities, rights, licenses, Product and privileges herein granted shall cease and the Company shall forthwith, upon such expiration or termination, surrender the same.

XXIV. HEADINGS

The paragraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

XXV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina.

XXVI. INCORPORATION OF DOCUMENTS

This Agreement, together with the following documents, constitutes the Agreement Documents and are attached hereto and made a part hereof:

- A. Cover Page
- B. Invitation to Submit Bid
- C. Definition of Terms
- D. Instructions to Bidders
- E. General Conditions
- F. Bid Form
- G. Bidder's Experience and Qualifications Questionnaire
- H. Agreement
- I. Exhibits
- J. Insurance, Payment & Performance Bond Certificates

The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

IN TESTIMONY WHEREOF, each of the parties has caused its duly authorized representative to execute and deliver this Agreement, effective as of the date first above written.

Authority:

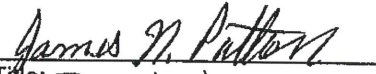
Greater Asheville Regional Airport Authority

By: 
Title: President & CEO

Date: 9-22-2022

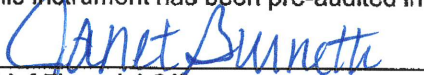
Company:

Patton Construction Group, Inc.

By: 
Title: President

Date: 9/12/2022

This instrument has been pre-audited in the manner required by local government and fiscal control.


Chief Financial Officer

9-16-22
Date

PERFORMANCE BOND

PATTON CONSTRUCTION GROUP, INC
KNOW ALL MEN BY THESE PRESENTS, that _____, of the State of
North Carolina and County of Buncombe hereinafter, known as
the Principal, and Granite Re, Inc. a corporation chartered and existing under the
laws of the State of Oklahoma and duly authorized to do business in the State of North
Carolina as Surety, are held and firmly bound unto the **Greater Asheville Regional Airport Authority**
hereinafter known as the Owner, in the penal sum of Two Hundred Thirty One Thousand Five Hundred
Ninety Dollars (\$ 231,590.00) to be paid to the Owner, for the use and benefit of all persons doing work or
furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter
named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which it agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, to complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner and Owner's Agents harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner and the Owner's Agents harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work or to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with greater or additional rights than those set forth in Chapter 44A, Article 3. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this 12 day of August, 2022, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Patton Construction Group, Inc.
Principal Seal

James N. Patton
Name

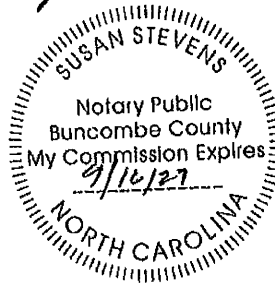
President

By: James N. Patton (L.S.)
Title

[Signature]
Notary Public

State of NC

County of Buncombe



As to Surety:

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Granite Re, Inc.
Surety Seal

Linda M. Howard
Name

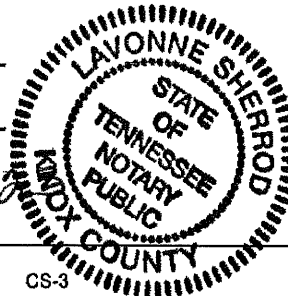
Attorney-In-Fact
By: Linda M. Howard (L.S.)
Title

[Signature]
Notary Public

State of Tennessee

County of Knox

My Commission expires: 03/04/2025



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE Patton Construction Group, Inc of the State of North Carolina and County of Buncombe hereinafter, known as the Principal, and Granite Re, Inc., a corporation chartered and existing under the laws of the State of Oklahoma and duly authorized to business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of Two Hundred Thirty One Thousand, Five Hundred Ninety Dollars (\$ 231,590.00) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney'-s fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgement based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this 12 day of August, 2022, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:
Principal

[Signature]

Patton Construction Group, Inc

Witness [Signature] Notary Public

By: James J. Patton (L.S.)

State of NC

County of Buncombe



As to Surety:

Signed, sealed and delivered in the presence of:
Surety

[Signature]

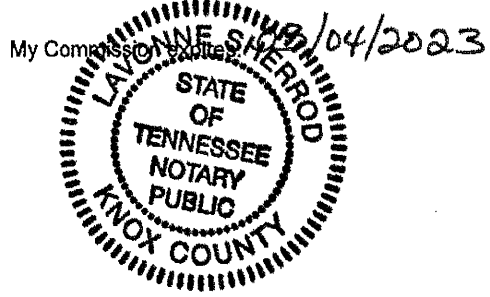
Granite Re, Inc.

Witness [Signature] Notary Public

By: Linda M. Howard (L.S.)
Linda M. Howard Attorney-In-Fact

State of Tennessee

County of Knox



Approved as to form:

Owner's Attorney

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

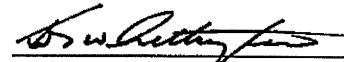
CHARLES C. MARTIN; JAMES F. OAKES; LAVONNE SHERROD; HEATHER RUTAN; LINDA M. HOWARD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, Its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

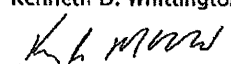
CHARLES C. MARTIN; JAMES F. OAKES; LAVONNE SHERROD; HEATHER RUTAN; LINDA M. HOWARD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.





Kenneth D. Whittington, President



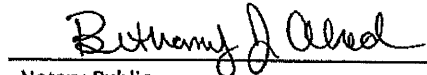
Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Notary Public

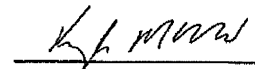
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.





Kyle P. McDonald, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 37939-0328	CONTACT NAME: Becky Henson PHONE (A/C, No, Ext): (865) 691-4847 FAX (A/C, No): (865) 694-4847 E-MAIL ADDRESS: bhenson@tisins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Selective Ins Co of America/Se</td> <td></td> <td>12572</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Selective Ins Co of America/Se		12572	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						
INSURED Patton Construction Group, Inc. / Patton Leasing, LLC P.O. Box 15054 Asheville NC 28813																						

COVERAGES **CERTIFICATE NUMBER:** 21 Gen/Lsd equip **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S2487354	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S2487354	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2487354	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP9073396	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	Leased/Rented Equipment			S2487354	10/01/2021	10/01/2022	Per item Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Temporary Parking Area. The certificate holder is additional insured with respect to general liability as required by written contract per policy form # CG73000119.

CERTIFICATE HOLDER **CANCELLATION**

Greater Asheville Regional Airport Authority 61 Terminal Drive Suite 1 Fletcher NC 28732	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: October 7, 2022

ITEM DESCRIPTION – New Business Item F

Approval of Scope of Services No. 7 with Avcon Engineers and Planners, Inc. for Design of the South Parking Lot

BACKGROUND

As the Board is aware, with the increase in the amounts of passengers, the airport continues to have parking shortages during peak times despite the additional surface lots commissioned recently.

As part of the current Master Plan Update, Airport Staff had the planning consultant review several parking strategies and offer recommendations for both long and short term solutions. The best long-term solution is the addition of a new parking garage. However, due to cost, this is further out in the capital improvement plan. To meet the immediate need, before the garage can be built, the most feasible long-term solution is to build a new shuttle lot on the vacant airport owned property south of the gas station.

Airport staff has worked with Avcon to develop a scope of work and negotiate a fee to design this new parking lot. This scope of work includes design for modifications of Rental Car Road, a new parking lot that will create approximately 400-500 spaces, and all associated permitting.

ISSUES

None.

New Business – Item F



ALTERNATIVES

The Board could elect to not move forward with this design. However, this will prolong the much needed solution to the parking shortages.

FISCAL IMPACT

The total cost for this design with Avcon is \$344,496.00. Presently, all of this will be funded utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Scope of Services No. 7 with Avcon Engineers and Planners, Inc. in the amount of \$344,496.00; (2) authorize the president and CEO to execute the necessary documents; and (3) amend the FY2022/2023 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, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$344,496
Totals	<hr/> <hr/>	<hr/> <hr/> \$344,496



This will result in a net increase of \$344,496.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$344,496
Totals	<hr/>	<hr/> \$344,496

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 7th day of October 2022.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Scope of Services Number **Z** for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Asheville Regional Airport Authority and **AVCON Engineers & Planners, Inc.**, dated **August 13, 2018**.

Project: **South Parking Area - Design, Bidding, And Construction Phase Services Contract Amendment 1**

The South Parking Area Project at the Asheville Regional Airport (AVL) consists of the development of the South Parking Area as identified by the AVL Master Plans. The overall scope of work will include modifications of Rental Car Road, a new parking lot located between Highway 280 and Rental Car Road along the south side of the airport, and associated erosion and sediment control and stormwater permitting, Buncombe County permitting, and other associated work.

The South Parking Area Project also includes the evaluation, mitigation, and design of the extension and associated grading for existing drainage along an existing stream. The area includes two (2) areas in the same vicinity that are located 1) near the intersection of Rental Car Drive and NC SR 3526 and 2) at the existing FAA ILS Shelter (near NC SR 3526). Each of these areas include upstream drainage, a free-flowing stream, and two (2) sets of dual 72" RCP drainage pipe crossings.

The scope and fee for this scope of work is attached as Exhibit A and Exhibit B. The proposed parking layout is attached as Exhibit C.

Consultant Team: AVCON, Inc.

Schedule: The schedule for this project is included in Exhibit A.

Fees: The Lump Sum (LS) Fee for this additional work is **\$344,496.00**.

Authority:

Greater Asheville Regional Airport Authority

By: _____
Executive Director

Date: _____

Consultant:

AVCON Engineers & Planners, Inc.

By: _____
President

Date: _____

This instrument has been pre-audited in the manner required by local government and fiscal control.

Finance Manager

Attachment: Exhibit A - Scope of Services
Exhibit B – Fee Spreadsheets
Exhibit C – Parking Lot Graphic

Greater Asheville Regional Airport Authority

EXHIBIT A for DESIGN, BIDDING, and CONSTRUCTION PHASE SERVICES

South Parking Area

Consultant Scope of Services and Fee

Overall Project Description – South Parking Area (Project)

The South Parking Area (Project) at the Asheville Regional Airport (AVL) consists of the development a new South Parking Area as identified by the AVL Master Plan. The overall scope of work will include a new access driveway off Rental Car Road, a new parking lot located between Highway 280 and Rental Car Road along the south side of the airport, and associated erosion and sediment control and stormwater permitting, Buncombe County permitting, and other associated work.

The South Parking Area Project also includes the evaluation, mitigation, and design of the extension and associated grading for improving existing drainage along an existing stream. The area includes two (2) locations in the same vicinity that are located 1) near the intersection of Rental Car Drive and NC SR 3526 and 2) at the existing FAA ILS Shelter (near NC SR 3526). Each of these areas include upstream drainage, a free-flowing stream, and a set of dual 72" RCP drainage pipe crossings.

Drainage improvements are needed to minimize storm water overtopping the Rental Car Drive Road during heavy storm events, to protect the stream banks from erosion and to protect the ILS shelter and improve the long-term stabilization of the shelter foundation. Each existing dual 72" pipe crossing has wing-shaped concrete headwalls with bar grates across the pipe openings to maintain security of the airfield. The FAA ILS Shelter is located at the top of the drainage channel bank where the erosion is occurring.

Rainstorm events routinely wash wooded debris (sticks, downed limbs and tree trunks etc.) from a forested area located upstream of each existing dual 72" crossing. The wooded debris float downstream during rainstorms and get caught on the bar grates at each crossing. This in turn restricts the stormwater flow capacity causing the water to back up and erosion to take place at the intersection of each wing wall and channel bank. Additionally, overland flow of stormwater from the extended Runway 35 safety area gathers around the FAA ILS Shelter and discharges into the channel creating additional erosion conditions.

AVL desires to implement drainage system improvements in this area to 1) eliminate overtopping the Rental Car Drive Road and the erosion of the around the pipe crossing wing wall; and 2) further downstream eliminate the channel bank erosion that is occurring at the location below the FAA ILS Shelter foundation.

The project will be separated into two phases of work. The first phase of work is to include the clearing and associated work required to clear the site prior to March 2023. The second phase of work is to include all other remaining work associated with the construction of the South Parking Area.

The CONSULTANT will provide professional services that consists of design, bidding, construction phase services, and applicable permitting for the Project. The overall services are described as follows:

2.0 Design Phase Services

Construction plans will be prepared for the bidding and construction of the Project.

The following design phase services are intended for the second phase of the project. The intent for the first phase of the project is to develop the clearing limits, associated plans, and permitted as soon as practical after notice to proceed of this scope of work.

2.1 Design Phase Services (60% Design)

- 2.1.1 Project Management and Coordination with AVL and Sub-consultants
- 2.1.2 Data Collection and Record Documents Review
- 2.1.3 Attend Kick-off Meeting with AVL; (held during scoping meeting)
- 2.1.4 Research Buncombe County and AVL parking requirements (geometry, dimensions, required spaces, etc.). Determine ADA parking requirements for the Project and consider how additional ADA parking can be implemented along with existing ADA parking in the existing short-term parking lot and parking deck.
- 2.1.5 Coordination with power and utility companies.
- 2.1.6 Geotechnical Investigation (Performed by Sub-consultant to AVCON)
- 2.1.7 Environmental Services (Performed by Sub-consultant to AVCON)
- 2.1.8 Preliminary Stormwater Design (Performed by Sub-consultant to AVCON)
- 2.1.9 Sub-consultant Review and Implementation by AVCON
- 2.1.10 Development of Parking Lot Schematics based on Site Constraints
- 2.1.11 Preliminary Review Meeting
- 2.1.12 Preliminary Grading and Drainage
- 2.1.13 Preliminary Geometric Layout
- 2.1.14 Preliminary Erosion and Sediment Control
- 2.1.15 Preliminary Stream Grading and Drainage
- 2.1.16 Preliminary Parking Lot Fencing and Gate Plans
- 2.1.17 Preliminary Airfield Fencing and Gate Plans
- 2.1.18 Preliminary Sanitary Sewer Manhole Adjustment Plans
- 2.1.19 Preliminary Safety, Phasing, and Access Control
- 2.1.20 Preliminary Stream Design and Mitigation
- 2.1.21 Preliminary Sidewalk Layout at Terminal Drive
- 2.1.22 Development of 60% Design Documents
- 2.1.23 Meet and review 60% Design Documents with AVL

2.2 Final Design Phase Services (90%/100% Design)

- 2.2.1 Project Management and Monthly Project Reporting
- 2.2.2 Interim Design Meetings and Coordination.
- 2.2.3 Develop Construction Phasing Plan and Refine in Consultation with AVL
- 2.2.4 Prepare Construction Drawings (90%/100%)
 - 2.2.4.1.1 Geometry Plans
 - 2.2.4.1.2 Phasing and Safety Plans
 - 2.2.4.1.3 Paving and Grading Plans
 - 2.2.4.1.4 Drainage and Stormwater Plans
 - 2.2.4.1.5 Stream Piping Grading and Drainage Plans
 - 2.2.4.1.6 Signing and Marking Plans (Wayfinding and street signage is excluded)
 - 2.2.4.1.7 Electrical, Access Controls, and Lighting Plans
 - 2.2.4.1.8 Parking Lot Fencing and Gate Plans
 - 2.2.4.1.9 Airfield Fencing and Gate Plans
 - 2.2.4.1.10 Sanitary Sewer Manhole Adjustment Plans and Profiles
 - 2.2.4.1.11 Sidewalk Layout Plans and Notes (Terminal Drive)
 - 2.2.4.1.12 Overall Project Notes
 - 2.2.4.1.13 Civil and Drainage Details
 - 2.2.4.1.14 Pavement Structure Details
 - 2.2.4.1.15 Electrical and Lighting Details
- 2.2.5 Recommend adding a Prepare and submit FAA Form 7460.
- 2.2.6 Prepare Development Technical Specifications (90%/100%) – North Carolina Department of Transportation 2012 Standard Specifications and Provisions and the Asheville Regional Airport Development Guidelines, March 9, 2018, supplemented with Electrical, Lighting, Access Controls, as appropriate.
- 2.2.7 Prepare Engineer’s Report (90%/100%)
 - 2.2.7.1 Drainage Analysis
 - 2.2.7.2 Stormwater and Detention Analysis
- 2.2.8 Prepare Stormwater Management Plan documents for submittal to NCDEQ
- 2.2.9 Prepare Erosion and Sediment Control Permit documents for submittal to NCDEQ; (2 Submittals are anticipated, one for Clearing and Grubbing, one for remainder of project)
- 2.2.10 Prepare documents for Buncombe County (submitted by AVL)
- 2.2.11 Prepare Sanitary Sewer Manhole Adjustment Plans and documents to local MSD
- 2.2.12 Prepare Quantities and Estimates of Probable Construction Costs, (Construction Document Level Estimate);
- 2.2.13 Quality Assurance Review (90/100%)
- 2.2.14 90% Construction Document Submittal to AVL, Review Meeting, and Reconciliation of Comments
- 2.2.15 Finalize Construction Documents into Bid Documents (100%)

The Design Phase will be considered complete upon delivery of Bid Documents and associated permits.

3.0 Bidding Phase Services

Upon authorization by AVL to proceed, CONSULTANT will support AVL in bidding of the projects. It is assumed that the project will require two bids, one for the clearing project (informal) and one for the remainder of the project (formal). Each will be bid one time and that it will be awarded to the lowest responsible bidder. Since the project does not contain State or Federal money it is not anticipated that any DBE goal setting, outreach, or evaluation will be needed during the bidding process.

3.1 Assist AVL in advertising for and obtaining bids for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. Contractors will obtain Bidding Documents electronically on-line.

3.2 Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.

3.3 Attend and conduct one (1) Pre-Bid Conference at AVL to present the Project to perspective bidders. Prepare conference agenda and conference notes including a list of conference attendees for circulation to all attendees. The Pre-Bid Conference will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.

3.4 Attend and conduct one (1) bid opening at AVL and prepare a bid tabulation. The bid opening meeting will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.

3.5 Consult with AVL as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

3.6 Assist AVL in evaluating Bids and in assembling and awarding a construction contract for the Work.

The Bidding Phase will be considered complete upon the AVL's award of the second construction contract.

4.0 Construction Phase Services

CONSULTANT will provide construction phase services for each phase of the project for the duration of the project construction. It is anticipated that the first phase of the project will be completed over a 45-calendar day period of time. It is anticipated that the second phase of the project will be constructed in an approved and phased manner, by one (1) contractor, over a 90-calendar day period of time with 45 days for start up, punch list, and close out for a total of 135 days.

4.1 Released for Construction Documents. Upon award of the construction contract, released for construction (RFC) documents, plans, specifications, permits, and other construction documents will be developed.

4.2 Pre-Construction Conference. Prepare for and develop meeting agenda, attend and conduct a Pre-Construction Conference prior to the start of project construction, and develop meeting notes and sign in sheet for distribution.

4.3 Construction Meeting and Site Visits. Provide construction meeting and site visits and observation services during the construction phase of the project. Site visits and observations will vary depending on the type of work being performed by the contractor, the location, and the contractors' schedules. Based on the project schedule, phasing and bid alternates, it is anticipated there will be bi-weekly construction progress meetings and provisions for additional planned/unplanned site visits, as needed, and as outlined below:

4.3.1 Eight (8) bi-weekly meetings and site visits, plus 2 additional visits

4.3.2 Four (4) site visits and observations for stream work

4.3.3 Meeting and Site Visit Notes

Proposed meetings include site visits, development of meeting agenda and meeting notes and sign in sheet.

Site visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT shall keep AVL informed of the general progress of the Work.

The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned in this Agreement to CONSULTANT during the construction phase by the AVL, and, in addition, by the exercise of CONSULTANT's efforts, to provide the AVL a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods,

techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4.4 Recommendations with Respect to Defective Work. Recommend to AVL that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

4.5 Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents to AVL as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents following CONSULTANT's discussions with the design engineering firm of record. Field Orders authorizing variations from the requirements of the Contract Documents will be made by AVL.

4.6 Change Orders. Recommend Change Orders to AVL, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

4.7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

4.8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

4.9 Inspections and Tests. Require such special inspections or tests of Contractor's work as CONSULTANT deems appropriate and receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

4.10 Disagreements between AVL and Contractor. As necessary, render written decision on all claims of the AVL and Contractor relating to the acceptability of Contractor's work or the

interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to the AVL or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

4.11 Applications for Payment. Based on CONSULTANT's observations and on review of applications for payment and accompanying supporting documentation:

Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to the AVL, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is CONSULTANT's responsibility to so determine. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to AVL free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between AVL and Contractor that might affect the amount that should be paid.

4.12 Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with AVL and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of AVL, CONSULTANT considers the Work substantially complete, CONSULTANT shall notify AVL and Contractor.

4.13 Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement and based upon information provided to CONSULTANT upon which it is entitled to rely.

4.14 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

4.15 Construction Quality Assurance (CQA) Testing Services During Construction. AVL and CONSULTANT have budgeted CQA testing during construction but will mostly rely on the contractor's testing during construction and final survey to determine compliance.

4.16 Construction Quality Assurance (CQA) Surveying. AVL and CONSULTANT have budgeted CQA survey checks during construction but will mostly rely on the contractor's surveys during construction and final survey to determine compliance.

4.17 Project Coordination. CONSULTANT will coordinate project related work and issues with the AVL as applicable.

4.18 Deliverables. CONSULTANT will provide "record" drawings of the project to AVL. Information gathered by CONSULTANT and "as constructed" information provided by the Contractor will be used for this task. CONSULTANT will provide final abbreviated engineers/construction report for the project. The report will be signed by a licensed North Carolina Professional Engineer.

Assumptions

The following assumptions have been made in the development of this Scope of Services:

- AVL will provide access to Airport property to AVCON and AVCON's subconsultants
- No water line or system improvements will be supplied or provided for the parking lot.
- No sanitary sewer improvements will be supplied or provided for the parking lot, only adjustments to the existing sanitary sewer system are to be made.
- AVL will assist in determining appropriate access controls equipment
- AVL to provide a copy of previous parking studies and analysis of ADA parking space allocations, if available.
- The streams adjacent to the site will not be impacted by this project other than the new access driveway off Rental Car Road
- Project drawings will be prepared in AutoCAD 2020 format.

Deliverables

- 60% Design Submittal (PDF only)
- 90%/100% Design Submittal (PDF only)
- Issued for Bid Submittal (PDF only)
- Issued for Construction Submittal (PDF only)
- Construction Specifications (PDF only)
- Engineer's Report (PDF only)
- PDF copy of all documents (PDF only)
- NCDEQ permits (Word or PDF only)

Services Not Included In This Task Order

- Full Time RPR and inspection
- Permitting fees are to be paid by AVL
- Wayfinding signage
- Traffic signal evaluation or design
- Although the site sketch provided shows a retaining wall, design of retaining walls or any other structures is not included in this task order
- DBE goal setting or evaluation
- Security camera design
- Boundary surveys
- ALP or other planning document updates

Schedule

Survey		Completed
Notice to Proceed		October 2022
Phase 1	Design	October 2022 – November 2022
Phase 1	Bidding	December 2022
Phase 1	Construction	January 2023 – February 2023
Phase 2	Design	October 2022 – February 2023
Phase 2	Bidding	May 2023 – June 2023
Phase 2	Construction	TBD

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND CPS
FOR THE
SOUTH PARKING AREA
CONTRACT AMENDMENT 1
ASHEVILLE REGIONAL AIRPORT**

AVCON Project No. 2022.0157.02

DATE: 9/26/2022

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>
TASK 2.1 <u>60% Design</u>		
Direct Labor Costs	\$71,751.19	
Direct Expenses	\$756.25	
Subs	\$49,600.00	
60% Design Subtotal		\$122,107.44
USE: \$122,108.00		LS
TASK 2.2 <u>Final Design</u>		
Direct Labor Costs	\$84,424.42	
Direct Expenses	\$1,006.25	
Subs	\$24,900.00	
Final Design Subtotal		\$110,330.67
USE: \$110,331.00		LS
TASK 3 <u>Bidding</u>		
Direct Labor Costs	\$9,296.70	
Direct Expenses	\$581.25	
Subs	\$0.00	
Bidding Subtotal		\$9,877.95
USE: \$9,878.00		LS
TASK 4 <u>Construction Phase Services</u>		
Direct Labor Costs	\$70,119.20	
Direct Expenses	\$2,759.38	
Subs	\$29,300.00	
CPS Subtotal		\$102,178.57
USE: \$102,179.00		LS
TOTAL	USE: \$344,496.00	LS

Scope Task No.	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	\$259		\$236		\$158		\$124		\$113		\$90		\$73		labor hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
2.1	60% Design Phase Services																	
2.1.1	Project Management and Coordination with AVL and Sub-consultants;		\$0	8	\$1,891		\$0	8	\$990		\$0		\$0		\$0	16	\$2,881	\$180
2.1.2	Data Collection and Record Documents Review;		\$0		\$0		\$0	4	\$495		\$0		\$0		\$0	4	\$495	\$124
2.1.3	Attend Kick-off Meeting with AVL; (held during scoping meeting)		\$0	6	\$1,418		\$0	6	\$743		\$0		\$0		\$0	12	\$2,161	\$180
2.1.4	Research Buncombe County and AVL parking requirements		\$0		\$0	2	\$315	2	\$248		\$0		\$0		\$0	4	\$563	\$141
2.1.5	Coordination with power and utility companies;		\$0		\$0	2	\$315	6	\$743		\$0		\$0		\$0	8	\$1,058	\$132
2.1.6	Geotechnical Investigation (Performed by Sub-consultant to AVCON);		\$0	1	\$236	4	\$630	4	\$495		\$0		\$0		\$0	9	\$1,362	\$151
2.1.7	Environmental Services (Performed by Sub-consultant to AVCON);		\$0	2	\$473	4	\$630	4	\$495		\$0		\$0		\$0	10	\$1,598	\$160
2.1.8	Preliminary Stormwater Design (Performed by Sub-consultant to AVCON);		\$0	2	\$473	4	\$630	4	\$495		\$0	4	\$360		\$0	14	\$1,958	\$140
2.1.9	Subconsultant Review and Implementation by AVCON		\$0	4	\$945	4	\$630	4	\$495		\$0	12	\$1,080		\$0	24	\$3,151	\$131
2.1.10	Development of Parking Lot Schematics based on Site Constraints		\$0	4	\$945	8	\$1,261	16	\$1,981		\$0	24	\$2,161		\$0	52	\$6,348	\$122
2.1.11	Preliminary Review Meeting		\$0	6	\$1,418		\$0	6	\$743		\$0		\$0		\$0	12	\$2,161	\$180
2.1.12	Preliminary Grading and Drainage		\$0	4	\$945	8	\$1,261	24	\$2,971		\$0	20	\$1,801		\$0	56	\$6,978	\$125
2.1.13	Preliminary Geometric Layout		\$0	4	\$945	8	\$1,261	16	\$1,981		\$0	20	\$1,801		\$0	48	\$5,988	\$125
2.1.14	Preliminary Erosion and Sediment Control		\$0	4	\$945	16	\$2,521	16	\$1,981		\$0	20	\$1,801		\$0	56	\$7,248	\$129
2.1.15	Preliminary Stream Grading and Drainage		\$0	2	\$473	8	\$1,261	24	\$2,971		\$0	16	\$1,441		\$0	50	\$6,145	\$123
2.1.16	Preliminary Parking Lot Fencing and Gate Plans		\$0	2	\$473	4	\$630	8	\$990		\$0	4	\$360		\$0	18	\$2,454	\$136
2.1.17	Preliminary Airfield Fencing and Gate Plans		\$0	2	\$473	4	\$630	8	\$990		\$0	4	\$360		\$0	18	\$2,454	\$136
2.1.18	Preliminary Sanitary Sewer Manhole Adjustment Plans		\$0	2	\$473	4	\$630	4	\$495		\$0	4	\$360		\$0	14	\$1,958	\$140
2.1.19	Preliminary Safety, Phasing, and Access Control		\$0	2	\$473	4	\$630	8	\$990		\$0	8	\$720		\$0	22	\$2,814	\$128
2.1.20	Preliminary Stream Design and Mitigation		\$0	2	\$473		\$0	8	\$990		\$0	8	\$720		\$0	18	\$2,183	\$121
2.1.21	Preliminary Sidewalk Layout at Terminal Drive		\$0	2	\$473		\$0	8	\$990		\$0	8	\$720		\$0	18	\$2,183	\$121
2.1.22	Development of 60% Design Documents		\$0	2	\$473	8	\$1,261	16	\$1,981		\$0	16	\$1,441	4	\$293	46	\$5,447	\$118
2.1.23	Meet and review 60% Design Documents with AVL;		\$0	6	\$1,418		\$0	6	\$743		\$0		\$0		\$0	12	\$2,161	\$180
Subtotal 60% Design Phase Services Labor:		0	\$0	67	\$15,836	92	\$14,497	210	\$25,999	0	\$0	168	\$15,127	4	\$293	541	\$71,751	\$133
Preliminary Design Direct Expenses																		
Printing																		\$250
Mileage																		\$431
Per Diem																		\$75
Subtotal Direct Expenses:																		\$756
60% Design Phase Subcontractors																		
1.1.6	Geotechnical Investigation (S&ME)																	\$15,900
1.1.7	Environmental Services (Clearwater)																	\$21,000
1.1.8	Preliminary Stormwater Design (Aulick)																	\$8,200
	Subconsultant Admin Fee (10%)																	\$4,500
Subtotal 60% Design Phase Subcontractors:																		\$49,600
Subtotal 60% Design Phase:																		\$122,107

Scope Task No.	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
3	BIDDING PHASE SERVICES																	
3.1	Assist AVL in advertising for and obtaining bids		\$0	2	\$473		\$0	4	\$495		\$0		\$0	4	\$293	10	\$1,261	\$126
3.2	Issue addenda		\$0	2	\$473		\$0	4	\$495		\$0	4	\$360	2	\$146	12	\$1,474	\$123
3.3	Attend and Conduct Pre-bid Conference		\$0	8	\$1,891		\$0	8	\$990		\$0	2	\$180	2	\$146	20	\$3,208	\$160
3.4	Attend and Conduct Bid Opening		\$0	6	\$1,418		\$0		\$0		\$0		\$0		\$0	6	\$1,418	\$236
3.5	Acceptability of Contractors and their Sub-contractors		\$0	2	\$473		\$0	4	\$495		\$0		\$0		\$0	6	\$968	\$161
3.6	Bid Evaluation		\$0	2	\$473		\$0	4	\$495		\$0		\$0		\$0	6	\$968	\$161
Subtotal Bidding Phase Services Labor:		0	\$0	22	\$5,200	0	\$0	24	\$2,971	0	\$0	6	\$540	8	\$585	60	\$9,297	\$155
Bidding Phase Direct Expenses																		
Printing																		\$250
Mileage																		\$281
Per Diem																		\$50
Subtotal Bidding Phase Direct Expenses:																		\$581
Bidding Phase Subcontractors																		
None																		
Subtotal Bidding Phase Subcontractors:																		\$0
Subtotal Bidding Phase:																		\$9,878

Scope Task No.	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):		\$259		\$236		\$158		\$124		\$113		\$90		\$73				
4	CONSTRUCTION PHASE SERVICES																	
4.1	Released for Construction Documents		\$0	2	\$473	4	\$630	8	\$990		\$0	8	\$720	4	\$293	26	\$3,106	\$119
4.2	Pre-Construction Conference		\$0	8	\$1,891		\$0	8	\$990		\$0		\$0	4	\$293	20	\$3,174	\$159
4.3	Construction Meeting and Site Visits																	
4.3.1	Eight (8) bi-weekly meetings and site visits, including 2 additional visits		\$0	48	\$11,345		\$0	32	\$3,962		\$0		\$0		\$0	80	\$15,307	\$191
4.3.2	Four (4) site visits and observations for stream work		\$0	32	\$7,563		\$0		\$0		\$0		\$0		\$0	32	\$7,563	\$236
4.3.3	Meeting and Site Visit Notes		\$0	4	\$945		\$0	4	\$495		\$0		\$0	4	\$293	12	\$1,733	\$144
4.4	Recommendations with Respect to Defective Work		\$0		\$0	2	\$315	2	\$248		\$0		\$0		\$0	4	\$563	\$141
4.5	Clarifications and Interpretations		\$0	2	\$473	4	\$630	8	\$990		\$0		\$0		\$0	14	\$2,093	\$150
4.6	Change Orders		\$0	4	\$945	4	\$630	8	\$990		\$0		\$0	4	\$293	20	\$2,859	\$143
4.7	Shop Drawings and Samples		\$0	4	\$945	8	\$1,261	16	\$1,981		\$0		\$0	4	\$293	32	\$4,480	\$140
4.8	Substitutes and "or-equal"		\$0	2	\$473	2	\$315	2	\$248		\$0		\$0		\$0	6	\$1,035	\$173
4.9	Inspections and Tests		\$0	2	\$473	4	\$630	8	\$990		\$0		\$0		\$0	14	\$2,093	\$150
4.10	Disagreements between AVL and Contractor		\$0	8	\$1,891	4	\$630	4	\$495		\$0		\$0		\$0	16	\$3,016	\$189
4.11	Applications for Payment		\$0	8	\$1,891	4	\$630	12	\$1,486		\$0		\$0	4	\$293	28	\$4,299	\$154
4.12	Substantial Completion		\$0	8	\$1,891		\$0	8	\$990		\$0		\$0	2	\$146	18	\$3,028	\$168
4.13	Final Notice of Acceptability of the Work		\$0	2	\$473		\$0	8	\$990		\$0		\$0	4	\$293	14	\$1,756	\$125
4.14	Limitation of Responsibilities		\$0	1	\$236		\$0		\$0		\$0		\$0		\$0	1	\$236	\$236
4.15	Construction Quality Assurance Testing Services Coordination		\$0	1	\$236	2	\$315	16	\$1,981		\$0		\$0		\$0	19	\$2,532	\$133
4.16	Construction Quality Assurance Surveying Coordination		\$0	1	\$236	2	\$315	4	\$495		\$0		\$0		\$0	7	\$1,047	\$150
4.17	Project Coordination		\$0	24	\$5,673		\$0	8	\$990		\$0		\$0		\$0	32	\$6,663	\$208
4.18	Deliverables - Record Drawings		\$0	2	\$473	4	\$630	8	\$990		\$0	16	\$1,441		\$0	30	\$3,534	\$118
Subtotal Construction Phase Services Labor:		0	\$0	163	\$38,526	44	\$6,933	164	\$20,304	0	\$0	24	\$2,161	30	\$2,195	425	\$70,119	\$165
Construction Phase Direct Expenses																		
Printing																		
Mileage																		
Per Diem																		
Construction Phase Direct Expenses:																\$2,759		
Construction Phase Subcontractors																		
CQA Topographic Survey (CES)(Budget Only)																		
CQA Construction Materials Testing (S&ME)(Budget Only)																		
Stormwater CA Services (Aulick)																		
Subconsultant Admin Fee (10%)																		
Construction Phase Subcontractors:																\$29,300		
Subtotal Construction Phase:																\$102,179		



July 21, 2022

AVCON
10115 Kinsey Avenue, Suite 140
Huntersville, North Carolina 28078

Attention: Mr. James Moose

Reference: **Proposal for SHWT Evaluation, Wetlands Delineation, and Geotechnical Evaluation
Asheville Regional Airport South Parking Area**
Fletcher, North Carolina
S&ME Proposal No. 22410080

Dear Mr. Moose:

S&ME, Inc. (S&ME) appreciates the opportunity to provide this proposal for a seasonal high water table (SHWT) evaluation, wetlands delineation, and geotechnical exploration for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated lump sum compensation for our services. Our Agreement for Services (AS-071) is attached and incorporated as part of this proposal.

◆ Project Description

Our understanding of the project is based on the following:

- An email from Mr. James Moose with AVCON to Mr. Matt McCurdy with S&ME on July 6 and 7, 2022. Included in this email were several screenshots of aerial images and preliminary project plans.
- A site visit by Mr. Christopher Mentch on July 19, 2022.
- A review of historic aerial photographs on Google Earth and the Buncombe County GIS website.

We understand that a new parking area is to be constructed at the south end of the existing Asheville Regional Airport property. This proposed parking area is bound to the north by a Marathon Gas Station, to the east by Airport Road, and to the south and west is Rental Car Road and the rental car storage and maintenance area. The total site area is about 15.5 acres and is wooded with a drainage feature along the western side of the site and crossing the site near the southern end. A roadway was cleared through the western side of the site and mostly follows along the eastern side of the drainage feature. The cleared road appeared to have some gravel placed but was predominately grass covered. Based on the Buncombe County GIS site, an existing 8-inch MSD sewer line extends along this roadway. The site generally slopes upward from a low elevation of approximately 2080 feet along the western side along the drainage feature to a high elevation of 2100 feet along the eastern side (elevations are based on GIS contours and are very approximate).

We understand the proposed development will include an asphalt parking area accessed from Rental Car Road to the west. We anticipate the access will include a culvert across the existing drainage feature. Detailed information for the culvert was not provided at this time. Additionally, a block retaining wall was indicated along the eastern



Proposal for SHWT Evaluation, Wetlands Delineation, and Geotechnical Evaluation Asheville Regional Airport South Parking Area

Fletcher, North Carolina
S&ME Proposal No. 22410080

side of the proposed parking area. Detailed grading information was not provided, but we anticipate that the retaining wall will be less than 5 feet in height and cuts and fills during mass grading will also be less than about 5 feet.

Mr. Moose requested we prepare a proposal for seasonal high water table (SHWT) evaluation, stream and wetlands delineation, and geotechnical exploration for this project.

◆ Scope of Services

Task 1 – Seasonal High-Water Table

S&ME will evaluate the soil conditions and estimate the seasonal high-water table (SHWT) at requested locations. Hand auger borings will extend to a depth of a maximum of 8 feet, to auger refusal, or until SHWT conditions are encountered (whichever is first encountered) as determined by a Licensed Soil Scientist (LSS) and soil profile descriptions will be recorded. Profile descriptions will include soil morphological conditions such as: texture, color, structure, consistency, and estimated United States Department of Agriculture (USDA) permeability and estimated USDA saturated hydraulic conductivity for the different soil horizons found on-site.

As mentioned above, the SHWT will be estimated by advancing hand auger borings and evaluating the soil for evidence of SHWT influence. This evaluation involves examining the actual moisture content in the soil and observing the matrix and mottle colors. Depending on the soil texture, the soil color will indicate processes that are driven by SHWT fluctuations, such as iron reduction and oxidation and organic matter staining. Please note that these SHWT estimations by soil indicators are based on secondary evidence and not on direct groundwater level measurements. The apparent (observed) water table and depth to auger refusal will also be recorded if encountered.

The results of our stormwater soil evaluation services will be presented in a letter report and map that can be presented in the Appendix of the geotechnical report.

Task 2 – Jurisdictional Surface Water and Wetland Delineation

The purpose of the Jurisdictional Surface Water and Wetland Delineation is to identify the location of jurisdictional waters of the U.S. within the boundaries of the project area. Jurisdictional waters are those waters, including wetlands, which are subject to Section 10 of the Rivers and Harbors Act (RHA) and Section 404 of the Clean Water Act (CWA) under the federal regulatory authority of the U.S. Army Corps of Engineers (USACE), as well as Section 401 of the CWA under the regulatory authority of the North Carolina Department of Environmental Quality (NCDWQ), Division of Water Resources (NCDWR).

Review of Available Online Resources and Data

Appropriate data will be collected and evaluated to assist in the development of the Jurisdictional Waters Delineation methodology. Available resources will include U.S. Geological Survey (USGS) topographic maps, Aerial Imagery, U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Buncombe and



Proposal for SHWT Evaluation, Wetlands Delineation, and Geotechnical Evaluation Asheville Regional Airport South Parking Area

Fletcher, North Carolina
S&ME Proposal No. 22410080

Henderson County Soil Surveys and the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) Map. This data will be compiled for use during the field investigation.

Field Delineation

S&ME will visit the project area to evaluate and delineate the jurisdictional waters limits within the approximately project area.

The delineation will be performed using the following methodology:

- Jurisdictional wetlands will be evaluated using the methods described by the USACE (2012, 1987) to ascertain the presence of noted wetland criteria: hydrophytic vegetation, hydric soils and defined wetland hydrology. S&ME professionals will document field conditions at specific locations with photographs and by using the USACE routine wetland determination data form and regional supplement.
- Jurisdictional streams will be evaluated primarily by observation for characteristics limited to channels with a defined ordinary high-water mark (OHWM) above wretched vegetation within a bed and bank system (USACE 2005). The field review will include observations for the following features: natural line impressed on the bank, shelving, destruction of terrestrial vegetation, presence of litter and debris, wracking, vegetation matted down/bent/absent, sediment sorting, leaf litter disturbed or washed away, scour, deposition, bed and banks and water staining.

Jurisdictional features will be observed in the field and flagged. The flags at each location will be sequentially numbered (for example W1- Wetland 1 and S1 – Stream 1). The centerline or one (1) bank of jurisdictional linear features will be flagged. Wetland/pond polygons will be flagged in their entirety. Each flag will be inventoried and recorded with a GPS unit (Trimble R1). Final GPS information will be provided to the Client in DWG format.

The collection and presentation of GPS data points is for informational uses only and does not constitute a jurisdictional waters boundary plat. According to regulations published by the NC State Board of Registration for Professional Engineers and Surveyors, data collection and platting of jurisdictional waters boundaries must be performed by, or under the direct supervision of a North Carolina Registered Land Surveyor (RLS). Although we will not be providing an RLS-generated plat, the USACE accepts exhibits created from GPS data for approximate Jurisdictional Determinations (JDs) and related permitting.

Upon completion of the field assessment S&ME will prepare a brief letter report describing the methodologies used, results, and recommendations regarding regulatory requirements. The report will include an aerial imagery exhibit depicting the project site and any delineated aquatic features. The approximate locations of the delineated features will be depicted on an aerial photograph exhibit. The number of features, lengths and width and depth of streams and tributaries and their buffer subjectivity, including non-jurisdictional ditches, will be provided in tabular format.

Please note, the proposed scope of services does not include jurisdictional determination request submittal to USACE, regulatory site meetings, or regulatory permitting. These services can be provided in an additional scope of work (and associated fee) if it is determined to be necessary.



Proposal for SHWT Evaluation, Wetlands Delineation, and Geotechnical Evaluation Asheville Regional Airport South Parking Area

Fletcher, North Carolina
S&ME Proposal No. 22410080

Deliverables

- ◆ A brief letter report containing data collected during the field investigation.
- ◆ Final GPS information of delineation boundaries will be provided in dwg format.
- ◆ A digital copy of the report will be provided.

References

United States Army Corps of Engineers. United States Army Corps of Engineers. 2012. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain and Piedmont Region (Version 2.0). ERDC/EL TR-12-9. U. S. Army Engineer Research and Development Center. Vicksburg, Mississippi.

United States Army Corps of Engineers. 2005. Regulatory Guidance Letter. No. 05-05. U. S. Army Corps of Engineers. Signatory: Don T. Riley, Major General, U. S. Army, Director of Civil Works.

United States Army Corps of Engineers. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1. Environmental Laboratory, U. S. Army Corps of Engineers, Waterways Experiment Station. Vicksburg, Mississippi.

Task 3 – Geotechnical Evaluation

The geotechnical evaluation will consist of drilling 8 soil test borings and engineering analysis and reporting. S&ME offers the following Scope of Services as part of this task:

1. Contact North Carolina 811 (NC811) to request a locate of public utilities within proximity to the boring locations.
2. Perform a site reconnaissance and locate the borings using aerial photographs, measuring from existing site structures, and/or our handheld commercial GPS unit;
3. Subcontract clearing of access trails in the wooded areas with a small bulldozer, front end loader, or excavator.
4. Mobilize a truck-, track-, or ATV-mounted drill rig to the site;
5. Perform 8 soil test borings to depths of 10 feet or early auger refusal; whichever occurs first. A total of 80 feet of drilling is budgeted for this project. Advance the borings with a conventional rotary drilling process using hollow stem augers. Standard penetration resistance tests (SPT) and split-spoon sampling will be performed at 2.5-foot intervals to a depth of 10 feet and at 5-foot intervals thereafter.
6. Attempt water level measurements at termination of boring (TOB) and end of the day (EOD). If safe to do so, and water is encountered, several borings will be left open overnight for more stabilized water level measurements. Following water measurements, we will backfill the borings with soil cuttings and install a mechanical hole plug within the upper few feet of each boring;
7. Laboratory testing on split-spoon samples consisting of moisture content, grain size, and Atterberg limits.
8. Stratification of the soil samples by a geotechnical professional and preparation of boring logs; and
9. Prepare an engineering report summarizing our understanding of the proposed construction, the exploration, site and subsurface conditions, and our conclusions and recommendations. Geotechnical recommendations will address:



Proposal for SHWT Evaluation, Wetlands Delineation, and Geotechnical Evaluation Asheville Regional Airport South Parking Area

Fletcher, North Carolina
S&ME Proposal No. 22410080

- ◆ General characterization of the existing surface materials, soils, and subsurface profile conditions (including subsurface water, PWR, and rock levels, if encountered),
- ◆ Suitability of existing subgrade soils for supporting new pavements,
- ◆ Recommendations for remedial measures and/or site preparation for pavement subgrade preparation,
- ◆ Earth slope recommendations, and
- ◆ Earthwork recommendations including compaction specifications.

◆ Excluded Services

Without attempting to provide a complete list of all or potential services performed by S&ME that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded. S&ME can provide these services; however, a separate proposal would be required.

- ◆ Surveying of boring locations, underground utilities, or jurisdictional boundary by a land surveyor.
- ◆ Rock coring.
- ◆ Pavement design.
- ◆ Attendance at project team meetings.
- ◆ Environmental site assessment.
- ◆ Construction-phase services.
- ◆ The SHWT scope does not constitute or imply approval of permits by regulatory agencies. Soil evaluations are done based on interpretations of the rules governing stormwater management systems and are not guarantees for site approval. The proper regulatory agencies will need to evaluate and permit each stormwater management system.
- ◆ Jurisdictional Determination (JD) Request to the USACE or permitting.
- ◆ 404/401 Clean Water Act Permitting.
- ◆ Threatened and Endangered Species Assessment.
- ◆ Cultural and Historic Resources Records Review.
- ◆ Development of the Restrictive Covenant Legal Document.

◆ Client Responsibilities

The Scope of Services, fee, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Execute our Agreement for Services (attached Form AS-071) or provide other written authorization.
- ◆ Provide access to the property and permission to perform the borings.
- ◆ Provide information regarding underground utilities if available; and
- ◆ Provide the latest site/grading plans (if available).

As part of our scope of services, we will request that buried utilities be located on the site by the North Carolina 811 (NC 811). NC 811 has information primarily limited to public utilities located within public rights-of-way. They do not typically include private utilities located outside the rights-of-way. Therefore, any on-site private utilities must be identified to us. We will not be responsible for damage to private or public utilities that are not



identified to us prior to our commencing work. We can subcontract a private utility locator as part of our services for an **additional \$900 fee**, if requested.

◆ **Schedule and Fee**

We will perform the outlined scope of services described above for the lump sum fees shown below in **Table 1**. We will not perform any additional work or exceed these costs without your prior authorization.

Table 1 – Task Fee Breakdown

Task Description	Fee	Authorization
Task 1 – Seasonal High-Water Table	\$3,800	<input type="checkbox"/>
Task 2 – Jurisdictional Surface Water and Wetland Delineation	\$2,200	<input type="checkbox"/>
Task 3 – Geotechnical Evaluation	\$8,600	<input type="checkbox"/>
Task 3A – Clearing for drill rig access	\$1,300	<input type="checkbox"/>
Total	\$15,900	

We can typically schedule the field work to begin within 2 weeks of authorization. This will depend on drill rig availability in the region at the time of authorization, which has been difficult to predict this year. The field work should take 1 day for each task to be completed (weather permitting). We anticipate the formal reports will be completed within 2 to 3 weeks thereafter. However, we can verbally discuss the results with you as soon as they are available.

◆ **Authorization**

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

This proposal was sent to you via email. If you elect to accept our proposal by return email, then your email acceptance will serve as representation to S&ME that you have reviewed the proposal and associated Agreement for Services (AS-071) and hereby accept both as written.

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.



◆ **Closure**


S&ME appreciates the opportunity to submit this proposal for your consideration. If you have any questions regarding the outlined scope of work, our fee, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.


Walter Cole, LSS, REHS
Senior Project Manager


Christopher Mentch, PE
Associate Project Manager


Matthew H. McCurdy, PE
Principal Engineer

Attachments: Agreement for Services (AS-071)

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its' agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for the such party's failure to perform its' work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition,

CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

The following information is required for CONSULTANT to properly submit invoices to the CLIENT. Completion is required before execution of this document.

Purchase Order Number (if not required, note NA):

CLIENT Project Number (if not required, note NA):

Email Address for Submitting Invoices (if not allowed, note NA):

Website for Invoice Submission (if not required, note NA):

For Website Invoice Submission, include instructions for sign-up and process document for invoice submission.

Monthly deadline for invoice submission to ensure prompt processing (if none, note NA):

Legal Entity Name required on invoice:

Address required on invoice:

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Additional invoicing instructions:

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services (“Instruments of Service”). Statements made in Consultant’s Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant’s document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant’s employees. Consultant shall take necessary precautions for the safety of its employees. Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client’s knowledge.
- (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
- (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
- (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant’s work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
- (e) The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- (f) In order to make informed decisions based on the Instruments of Service, Client’s review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The

information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION**:
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable

control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER : _____

Client's FAXED or DIGITAL signature to be treated as original signature



AULICK ENGINEERING, LLC

ASHEVILLE REGIONAL AIRPORT (AVL)
ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA

SOUTH PARKING LOT
STORMWATER MANAGEMENT AND EROSION CONTROL DESIGN SERVICES

SCOPE AND FEE PROPOSAL

SCOPE

The scope of the work included are the costs for preparing Stormwater Management (quality and quantity) for the South Parking Lot in accordance with NCDENR/ NCDEQ requirements, as outlined in an email from James Moose to Dave Skurky on July 6, 2022. Because the proposed work entails new impervious surfaces (Built Upon Area), stormwater management is required. The individual tasks included in this scope of work are as detailed below with the associated man-hours. Deliverables include: Stormwater Management Report (PDF); Stormwater Notes / Plans / Profiles / Details (PDF); Stormwater quantities (XLSX). Sediment and Erosion Control (S&EC) is excluded from this scope.

AVCON shall provide the following: project design files in AutoCAD format, survey DWG file with COGO points tied to state coordinate system NAD83, proposed pavement layout (geometry and pavement sections), staking plan /geometric point table, demolition limits, geotechnical investigation, grading, drainage (except stormwater management), utility coordination, and environmental support including delineation of any state waters and determination of waters near project limits, and any associated environmental permitting. AVCON or the Owner shall pay all plan review fees and costs associated with permitting fees for submittals to Raleigh NCDENR offices.

MANHOURS AND COSTS - STORMWATER MANAGEMENT, DRAINAGE DESIGN & EC DESIGN

	<u>Admin</u>	<u>Design Engineer</u>	<u>Project Engineer</u>	<u>Senior Engineer</u>
Preliminary Stormwater				
Preliminary General				
General Coordination with AVCON Staff and Owner		1		4
Due Diligence & County/City Coordination	1	1		1
Site Visit to Verify Field Conditions		8		
Preliminary Stormwater Management Design				
Create Initial Grading Plan			<By AVCON>	
Verify Exist. Drainage Areas, Land Uses, and Times of Conc. (By AVCON, but Aulick to Verify)		1	1	
Verify Prop. Drainage Areas, Land Uses, and Times of Conc. (By AVCON, but Aulick to Verify)		1	1	
Perform Stormwater Quality (TSS) and Stormwater Quantity (Detention) Calculations		6	2	
Create Existing Conditions Hydrologic Models		6	2	1
Create Proposed Conditions Hydrologic Models		6	2	1
Perform Pre-Construction vs. Post-Construction Analysis		4	2	1
Size Proposed Stormwater Control Measures (SCMs)		6	4	2
Total Hours =	1	40	14	10
Expenses				
Mileage: 1 round trips @ 465 miles per trip		\$ 0.625 per mile =		\$ 290.63
Per Diem: 1 days @		\$ 64.00 per day =		\$ 64.00
Lodging: 0 night @		\$ 135.60 per night =		\$ -
Reproduction and Postage:				<Final Design>
Total Expenses =				\$ 350.00
TOTAL COST : PRELIMINARY STORMWATER DESIGN =				\$ 8,200.00



ULICK ENGINEERING, LLC

ASHEVILLE REGIONAL AIRPORT (AVL)
ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA

SOUTH PARKING LOT
STORMWATER MANAGEMENT AND EROSION CONTROL DESIGN SERVICES

SCOPE AND FEE PROPOSAL

	<u>Admin</u>	<u>Design Engineer</u>	<u>Project Engineer</u>	<u>Senior Engineer</u>
Final Stormwater				
Final Stormwater Management Design				
Finalize Proposed Stormwater Control Measures (SCM)		6	2	2
Coordinate and Refine Proposed SCM Design with Per AVCON Grading and Drainage Plans		8	2	2
Site Visit to Verify Design Assumptions		8		
Write Stormwater Management Report		10	4	2
Coordinate and Revise per AVCON and Owner Design Changes		2	1	1
Internal Quality Control				6
Prepare NCDENR (Raleigh) Applications and Deliver Plans (Assume 1 Initial + 2 Revisions)	4	6		2
Revise and Finalize per NCDENR (Raleigh) Comments		6	1	1
Prepare Quantities	0.5	2	2	
Two Culverts Analyses (Rental Car Drive and Gravel Drive; Excluding Ferncliff Park Dr.)				
Develop Hydrologic Computations for Drainage Area, Land Use and Peak Flow Rates		4	4	1
Create Existing Conditions Model for Ditches and Culvert in Modeling Software		6	2	2
Analyze Existing Conditions and Proposed Upsize Requirements		4		2
Research and Propose Solutions for Channel Erosion Mitigation Techniques		<Excluded; Additional Fee if Desired>		
Research and Propose Solutions for Track Rack and Debris Issues		<Excluded; Additional Fee if Desired>		
Draft Stormwater Pipe Profiles & Channel Details		6	2	1
Drainage Design				
Research Existing Downstream Drainage Conditions		<By AVCON>		
Create Existing Conditions Model for Pipes and Culverts		<By AVCON>		
Create Proposed Conditions Model for Parking Lot Pipes, Channels, and Inlets		<By AVCON>		
Draft Stormwater Pipe Profiles & Channel Details		<By AVCON>		
Coordinate and Revise per Owner Design Changes		<By AVCON>		
Prepare Quantities		<By AVCON>		
Sediment & Erosion Control (S&EC)				
Design and Draft Erosion Control Plans & Details (Interim Design Review Set)		<By AVCON>		
Finalize Design and Draft Erosion Control Plan & Details (100% Submittal)		<By AVCON>		
Design Sediment Basins with Skimmers and Baffles		<By AVCON>		
Prepare Erosion Control General Notes		<By AVCON>		
Coordinate and Revise per AVCON and Owner Design Changes		<By AVCON>		
Internal Quality Control		<By AVCON>		
Prepare NCDENR (Swannanoa) Applications and Mail Plans		<By AVCON>		
Revise and Finalize per NCDENR (Swannanoa) Comments		<By AVCON>		
Prepare Quantities		<By AVCON>		
Total Hours =	4.5	68	24	22

Expenses

Mileage:	1	round trips	@	465	miles per trip	\$ 0.625	per mile =	\$	290.63
Per Diem:	0	days @				\$ 64.00	per day =	\$	-
Lodging:	0	night @				\$ 135.60	per night =	\$	-
Reproduction and Postage:								\$	300.00
Total Expenses =								\$	590.00

TOTAL COST : FINAL STORMWATER DESIGN =	\$ 15,100.00
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	<u>Admin</u>	<u>Design Engineer</u>	<u>Project Engineer</u>	<u>Senior Engineer</u>
Construction Administration				
Respond to General Questions and Provide Answers	2	6		4
Total Hours =	2	6	0	4
TOTAL COST : CONSTRUCTION ADMINISTRATION =				\$ 1,600.00



ClearWater Environmental Consultants
www.cwenv.com

July 5, 2022

Mr. James Moose, P.E.
Avcon, Inc.,
Regional Manager
Engineers and Planners
10115 Kinsey Avenue, Suite 140
Huntersville, NC 28078

**Re: Proposal for Environmental Services
Asheville Airport – Southside Improvements
Buncombe County, North Carolina**

Dear Mr. Moose,

ClearWater Environmental Consultants, an EnviroScience Company (ClearWater) appreciates the opportunity to submit this proposal regarding environmental consulting services associated with the proposed site. ClearWater believes that the following tasks will be required.

Task 1 Site evaluation

ClearWater will conduct site evaluation that will include wetland/stream delineation and completion of the N.C. Stream Evaluation data sheets.

ClearWater proposes to complete a comprehensive delineation of jurisdictional wetlands and Waters of the United States within the referenced tracts. This task will include the identification and field demarcation of wetlands and streams. The areas on the site that meet the wetland/Waters of the U.S. parameters will be flagged with plastic surveyor's tape.

During field studies, wetland limits/stream origins will be located using a sub-meter Trimble Geo XT GPS mapping grade unit. Several known points (i.e., property corners) will also be located to provide for accurate referencing. Upon collection and subsequent differential correction, ClearWater will provide a digital file of the data points to your engineer/surveyor/planner to be plotted on the site base map. This information is available for import into a G.I.S. or AutoCAD drawing. This GPS mapping grade data is typically sufficient for corps verification and permitting, however, should the client wish to convert the GPS wetland/stream locations to a recordable format, services of a registered land surveyor will be required.

The USACE and NC DWR require the applicant complete the N.C. Wetland Assessment Method (WAM) and N.C. Stream Assessment (SAM) for each impact area on any project. These assessments are necessary for the Corps/DWR to evaluate impacts and are used by the agencies in determining the appropriate mitigation ratios

Task 3 Preliminary Threatened and Endangered Species Survey

The Threatened and Endangered species services rendered under this task will consist of a literature search and on-site habitat assessment to determine the likelihood of the presence or absence of protected species on the project site. ClearWater will conduct the survey as follows:

Protected species data from the North Carolina Natural Heritage Program and U.S. Fish and Wildlife Service will be solicited and interviews with cognizant individuals from these agencies will be conducted to gather existing data on endangered or threatened animal and plant species occurring or potentially occurring on the subject tract.

Habitat data (vegetation and soils descriptions) will be compiled for the project site. Within habitats considered suitable for the occurrence of a particular endangered or threatened species, a cursory pedestrian survey will be performed to ascertain the likelihood of occurrence of the protected plant or animal.

For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may be readily detectable during the time of the survey (eg., migratory birds in the fall but not spring -flowering plants), we will provide a statement concerning the likelihood of the species' occurrence on the project site based on available data and habitat observations.

ClearWater will prepare a report of findings to include recommendations of further surveys for the identified habitat, if deemed necessary. Proposals to complete additional surveys or biological assessments will be provided based upon the findings of the preliminary surveys.

Task 3 Cultural Resources

As part of the Section 404 permitting process, the USACE and/or N.C. Department of Cultural Resources could require that a survey be conducted to determine the presence of significant cultural and/or historical resources. If a cultural resources study is required, ClearWater recommends that you contact TRC regarding the cost and timing of such a study. ClearWater is available to assist in obtaining cost proposals, if requested.

Task 4 Individual Permit Application

ClearWater will assist the client and other project team members in preparation of a Wetland Master Plan and submittal of necessary state and federal permit applications for the proposed project. Specifically, ClearWater proposes the following:

- Attendance at preliminary meetings with the project team to discuss plans and environmental concerns.
- Coordination with project planners and engineers in preparation of a preliminary wetland master plan.
- Preparation of Alternative Analysis
- Coordination of and attendance at a pre-application on-site agency meeting with the commenting state and federal agencies.
- Preparation and submittal of the necessary permit application to the US Army Corps Engineers (USACE) and NC Division of Water Resources (DWR).
- Calculation and identification of appropriate conceptual mitigation plan based upon final impacts.
- Coordination with the various state and federal agencies throughout the permit process to an initial conclusion by DWR and the USACE.

As you are aware, projects that require an Individual Permit rather than a Nationwide Permit may require additional time and effort to successfully complete and it is almost impossible to determine at this time what the total jurisdictional impact will be or the number of meetings that will be required to successfully complete the permitting process. ClearWater proposes to complete and submit the initial permit application on a Time and Expense basis.

Task 5 Meetings and Additional Services

Clearwater personnel will attend meetings as required by you to discuss this project and matters related to environmental permitting. This task includes additional services outside the scope of the above-detailed tasks as requested by you or your authorized representatives. Services provided by ClearWater under Task 2 will be billed on a time and expense basis at the standard rates included in Table 1.0

Costing

Clearwater will complete the tasks outlined in this proposal for the costs presented in Table 2.0. As described, Tasks 4 is a cost estimate and will be invoiced on a time and materials do not exceed basis using labor rates presented in Table 1.0. Authorization will be requested if additional effort is requested.

Please be aware that this price does not include costs incurred for any engineering, mitigation, archeology, permitting, permit fees (\$586), mailing/printing costs or registered land surveyor services. Terms and Conditions are presented in Attachment A.

Table 1.0 2022 Labor Rates


Labor Category	Unit Price
Principal	\$145 per hour
Project Manager	\$113 per hour
Project Biologist	\$93 per hour
Administrative	\$51 per hour

Table 2.0 Estimated Project Costing

Task	Description	Cost
Task 1	Site Evaluation	\$1,400.00
Task 2	Cultural Resources	TBD
Task 3	Endangered Species Survey	\$1,200.00
Task 4	Individual Permit	18,400.00
Task 5	Meetings and Additional Services	Hourly
Total Project Cost		\$21,000.00

ClearWater does not guarantee the issuance of any permit or approval. Please sign this original agreement and return to ClearWater as an act of acceptance and notification for us to begin work. Please do not hesitate to contact me at (828) 698-9800 if you have any questions or comments regarding the proposed scope of services.

Sincerely,

DocuSigned by:


0A79F7DC85EE4F7...
R. Clement Riddle, P.W.S.
Senior Scientist

SCHEDULE AND AGREEMENT

ClearWater Environmental Consultants, an EnviroScience Company, is prepared to begin work immediately upon written authorization to proceed. The price in this proposal is valid for 90 days from the date of issuance. Terms and Conditions are provided below.

Once the task(s) have been accepted, an officer of the company will sign, and we will return a fully executed copy for your records.

Executive Officer

Date

Accepted and Authorized to Proceed (Client)

Name

Title

Date

Attachment A

TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached Proposal and Fee Schedule, constitute the Agreement between ClearWater Environmental Consultants, an EnviroScience, Inc. Company, ("CW") and the entity or person to whom the proposal is addressed ("Client") for the performance of professional services outlined in the proposal, effective from the date set forth herein. The Standard Fee Schedule may be omitted for Lump Sum type Agreements. The Client and CW agree as follows:

- 1. Engagement.** The Client engages CW to provide the services and deliverables (the "Services") described in the proposal above, subject to the terms and conditions hereof. CW shall not be bound to this Contract unless the Client provides CW with a fully executed Contract that CW has had the opportunity to review before entering into the Agreement. For this Agreement, the "Contract" shall mean any agreement between the Client and any third party to which CW will provide Services for on behalf of the Client as a subcontractor.
- 2. Payments & Accounting.** The Client will pay CW in U.S. Dollars for the Services provided at the costs indicated with and agree to in this proposal (the "Fees"). CW shall invoice the Client for the Fees as described above. Client agrees to timely payment of each invoice as agreed to above. Should the Client fail to pay the agreed-upon Fees, CW may immediately terminate or suspend this Agreement at its sole discretion upon written notice to the Client until payment in full is received for the Services provided or in-process and is satisfied that the Client will pay for future Services. Should CW suspend performance and continue it later, CW will be entitled to a time extension for performance as necessitated by the suspension. Termination or suspension of performance by CW does not relieve the Client of its timely payment obligations. Full or partial payments received from or for the account of the Client, regardless of any writings on or documents attached to such payments, shall be applied by CW against any amount owed by the Client with full reservation of all CW's rights, without an accord and satisfaction of the Client's liability. Unpaid balances will be subject to a finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% annually), or (ii) the maximum amount permitted by law until all unpaid balances are paid in full.
- 3. Confidentiality.** Confidential information may be provided or access to such information be provided by the Disclosing Party to the Receiving Party (Client or CW). "Confidential Information" refers to any communications or access to the Disclosing Party's intellectual property, proprietary business information, information concerning its employees or subcontractors, or any other information from the Disclosing Party not mentioned herein. The Receiving Party shall not disclose any Confidential Information to any third party for any purpose without written consent of the Disclosing Party. Confidential Information shall not include any information: (i) developed by the Receiving Party without references to the Confidential Information or lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party; (ii) publicly known through no fault of the Receiving Party; or (iii) otherwise lawfully available to the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, the Receiving Party shall not retain copies and not thereafter use such Confidential Information in any respect whatsoever. If CW is requested or required to store files, data, samples, or the like hereunder, CW shall keep such material for no longer than five (5) years. Any storage thereafter shall be at the sole cost of the Client. CW reserves the right to retain and present basic project information regarding the services rendered for this project in basic marketing materials and capabilities statements. This information will be limited to services performed by CW only, and not by the Client.
- 4. Intellectual Property.** For this Agreement, "Intellectual Property" means (i) patents, their applications or disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations; (iv) computer software, source code, software applications and platforms, websites, disks or drives, data, databases and user documentation and audiovisuals, domain names, and text materials; (v) all trade secrets, moral rights, research and development materials, processes, procedures, know-how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) all advertising materials; and (vii) copies and related documentation. The Client agrees that CW owns the exclusive right, title, and interest of all its Intellectual Property and derivatives, whether produced prior to the date hereof, expressly excluded from the Statement of Work, or produced independently of the provision of Services hereunder ("Background IP"). The Client shall not during the Term or thereafter permit any act that impairs the CW's rights in respect to CW's Background IP. The Client will never represent ownership in any of CW's Background IP. Client expressly agrees use and goodwill of Background IP shall accrue to CW's sole benefit.
- 5. Work Made for Hire.** This Agreement is a contract between CW and the Client for services, and each considers the work product created by the Services (the "Work Product") to be a work made for hire, as that term is defined under the United States Copyright Act. "Work Product" shall expressly exclude all CW Background IP. CW acknowledges and agrees, except as otherwise set forth in this Agreement or Statement of Work, upon payment

in full to CW, the Work Product is the exclusive property of the Client. The rights granted hereunder are subject, in all cases, to the restrictions set forth in Section 4. CW shall retain exclusive ownership of the Background IP together with all Intellectual Property rights, unless otherwise stated in this Agreement.

If any Background IP is incorporated into Work Products or Services, upon payment in full to CW, CW hereby grants the Client a limited, non-assignable, nonexclusive license to use such Background IP solely with its use of the Work Product. If the Client uses the Work Product for any purpose other than its intended use, the license shall be immediately terminated; the Client has no interest in or claim to the Background IP other than the described license. In addition, CW may use, transfer or otherwise deal with the Background IP for use with third parties for the benefit of CW or such third parties.

6. **Injunctive Relief.** The parties agree that damages incurred during a breach of the restrictive covenants within this Agreement may be difficult or impossible to ascertain and no adequate remedy at law may exist. If a breach occurs, the non-breaching party shall be entitled to any lawful remedies and may seek equitable relief to enforce all covenants of this Agreement. The breaching party waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in action for specific performance or injunction for the posting of a bond.
7. **Reservation of Remedies.** The rights, powers and remedies given or reserved to the parties by this Agreement shall be cumulative and in addition to all other and further remedies provided by law. This Agreement does not deprive the parties of any other rights given by law or at equity. Should a party delay or fail to exercise any right or remedy, it shall not constitute a waiver of any rights under this Agreement. If a party consents to a breach of any express or implied term of this Agreement, it shall not constitute consent to any other prior or subsequent breach.
8. **Disclaimer of Warranties.** CW provides Services to the Client on an "as-is" basis without any warranties, and CW disclaims all warranties, whether express, implied, or statutory, including, without limitation, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. CW has no duty to verify third party information and the Client hereby agrees that any reliance by the Client on CW's consulting services, which may or may not include third party information, shall be at the Client's sole risk and liability.
9. **Client Acknowledgements, Representations, and Warranties.** The Client agrees that CW will provide Services "as-is" without any warranty or guaranty, express or implied, and the Client agrees the Work Product and deliverables are solely based on the information, specifications, and requirements they provide. The Client represents and warrants, by entering this Agreement and accepting the Services from CW, that the Client's execution, delivery, and performance of the Agreement have been duly authorized by all appropriate or required action on the part of the Client, and the Agreement constitutes a valid and binding obligation of the Client enforceable against it in accordance with its terms.
10. **Indemnification.** Each party hereto (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and any associated persons against all losses, damages, or expenses of any nature, including reasonable costs of legal defense, whether direct or indirect, that they may incur as a result of (i) any act or omission of the Indemnifying Party; (ii) a breach by the Indemnifying Party of any representation, warranty, and/or agreement with any Indemnified Party; and/or (iii) a violation by the Indemnifying Party of any applicable law, regulation, or order of the United States or any applicable governmental authority. The indemnification obligations under this Section 10 shall continue indefinitely.
11. **Limitation of Liability.** Neither party shall be liable and disclaims all lost profits and any other damages whether arising from services or performance under this Agreement as permitted by law. If termination of this Agreement occurs, neither party is liable to the other for compensation, indemnification, reimbursement, or damages whether of prospective profits or sales or on account of financial decisions or commitments or anticipated extended performance. Notwithstanding, the Client's exclusive remedy against CW, and CW's maximum liability and sole obligation, for all claims, shall be limited to refunding the amounts the Client paid CW hereunder.
12. **Term; Termination.**

This Agreement shall commence on the Effective Date and continue while CW performs or provides Services to the Client (the "Term"). This Agreement shall not be terminated except (i) by either party in the event of a material breach by the other party (which shall require a 30-day notice before any such termination can be effective), (ii) by written consent of both parties, or (iii) by CW if the Client fails to pay timely any amount due under an Invoice and the Client does not cure such breach within five (5) calendar days of receipt of CW's notice. Notwithstanding anything herein to the contrary, the rights and obligations of the parties with respect to Intellectual Property rights, confidentiality, and governing law shall survive termination of this Agreement indefinitely.
13. **Termination for Bankruptcy or Liquidation Action.** This Agreement may be terminated immediately by one party if the other party has (i) ceased to do business, (ii) made a general assignment for the benefit of creditors, or (iii) filed or had filed against it a petition seeking the reorganization, arrangement, composition, adjustment, liquidation or dissolution or seeking similar relief under any other law or regulation, or seeking the appointment of a trustee or similar officer of the court for a substantial part of its properties; provided, however, that either party

shall have a sixty (60) day cure period for any involuntary petitions in bankruptcy. Should CW terminate this Agreement, all amounts payable to CW for Services rendered will immediately become due and payable to CW, or if any such amounts are not available for immediate payment, such amounts will be deemed owed to CW by the Client and CW will be identified as a creditor of the Client in such amounts until payment is received in full.

14. **Relationship.** Neither party nor any other affiliates shall be deemed a representative of the other, nor shall either party hold itself out as a representative of the other beyond this Agreement, and neither shall have any right or authority to conduct any business in the name of, or on behalf of the other. The parties agree that CW will serve as an independent contractor of the Client, the Client and CW are separate entities, and no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship exists between the parties.
15. **Force Majeure.** Except for payment obligations, neither party will be liable for performance delay or failure under the Agreement, in whole or in part, when it results from causes beyond such party's reasonable control. However, if performance (except for payment obligations) becomes impossible for more than 90 consecutive days for the foregoing reasons, the injured party may terminate the Agreement, effective upon receiving notice of termination.
16. **Miscellaneous.**
 - a. **Headings.** The headings or words throughout this Agreement are for reference only and in no way explain, modify, amplify, or aid in the interpretation, construction, or the meaning of the provisions of this Agreement.
 - b. **Severability.** Should any part of the Agreement be held illegal, void, or unenforceable, the remainder and its application shall not be affected, and each provision shall be valid and enforced to the fullest extent of the law.
 - c. **Governing Law.** This Agreement shall be governed by and construed per the internal, substantive laws of the State of Ohio, United States of America, without regard to choice or conflict of law rules.
 - d. **Dispute Resolution.** Any party to this Agreement may submit any controversy or claim against another party arising from or relating to this Agreement or breach thereof or any agreement entered into by the parties hereto to mediation on written request to the other party, specifying the matter in dispute. Within ten (10) days of that request, each party shall choose one mediator, and the two mediators shall choose an independent third mediator. The claim, controversy, or breach shall be heard by the three mediators. Each party shall pay for the cost of its own mediator and share in the cost of the third mediator. Each party shall bear its own attorneys' fees regarding the mediation. The mediation shall be held in Cuyahoga County, Ohio. If the parties are unable to resolve their claim, controversy, or breach at mediation and the majority of the mediators (two of the three) declare an impasse or, after thirty (30) days, then either party may file a demand for mandatory arbitration hereto. The arbitration shall be in accordance and in compliance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction thereof. All arbitration hearings conducted hereunder and all judicial proceedings to enforce any provisions hereof shall take place in Cuyahoga County, Ohio. Arbitration hearings shall take place before three (3) arbitrators. Each of the parties disputing shall choose one (1) arbitrator, and the two (2) arbitrators shall choose a third, independent arbitrator. The decision of any two (2) of the three (3) arbitrators shall be binding and conclusive on the parties to the arbitration. The submission of a dispute to arbitrators and the rendering of their decision shall be conditioned precedent to any right of legal action to enforce any of the provisions hereof or findings of the arbitrators under the dispute. The costs and expenses of the arbitration, including fees of the arbitrator (but specifically excluding attorneys' fees, expert fees, accounting fees, witness fees, and the cost of discovery), shall be borne by the parties equally.
 - e. **Translation.** If any part of this Agreement requires translation to another language, the Client will provide written notice to CW and produce the translation at their expense. The translation will be provided to CW certified as a true and accurate duplicate and translation of this Agreement and the terms and conditions herein.
 - f. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties. The terms of this Agreement expressly supersede all prior oral or written agreements between the parties with respect to the subject matter hereof. Unless otherwise set forth in this Agreement, no modifications, additions, or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by duly authorized representatives of both parties.
 - g. **Assignments.** The Client shall not transfer this Agreement by any means without CW's prior written consent, and any assignment or attempt to do so without such consent will be void and of no effect.
 - h. **Beneficiaries.** This Agreement will only inure to the benefit of the parties and their permitted successors, and, except as expressly set forth in this Agreement, there are no third-party beneficiaries to this Agreement.
 - i. **Notice.** All communications provided in this Agreement, or any Statement of Work will be in writing and delivered to CW in person, by an internationally recognized mail service (e.g., FedEx) or certified mail with postage prepaid and a return receipt requested, or by email, provided the original will promptly follow by the aforementioned mail service. All notices will be sent to the applicable party at the address(es) on the first page of this Agreement (or as otherwise instructed in writing by such party).

Mr. James Moose
July 5, 2022
Page 10 of 10

j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.



Department of the Army
Wilmington District, Corps of Engineers
Attn: Scott McLendon, Chief Regulatory Division
PO Box 1890
Wilmington, NC 28402-1890

-and-

NC DWR, Webscape Unit
Attn: Paul Wojoski
512 North Salisbury Street
Raleigh, North Carolina 27604

I, the current landowner/managing partner of the property identified below, hereby authorize ClearWater Environmental Consultants, Inc. (CEC) to act on my behalf as my agent during the processing of jurisdictional determination requests and permits to impact Wetlands and Water of the US subject to Federal jurisdiction under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899. CEC is authorized to provide supplemental information as needed at the request of the USACE or DWR.

Additionally, I authorize representatives of the Wilmington District, US Army Corps of Engineers to enter upon the property herein described for the purposes of conducting onsite investigations and issuing a determination associated with Wetlands and Waters of the US subject to Federal jurisdiction under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899.

Property Owner of Record: _____

Property Owner Address: _____

Phone Number: _____

Email address: _____

Property Location: _____

Owner/Managing partner Signature: _____

Owner/Managing printed name: _____

Date: _____

145 7th Avenue West, Suite B
Hendersonville, NC 28792
Phone: 828-698-9800
www.cwenv.com

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

To: James M. Moose, P.E.
AVCON, Inc.
10115 Kinsey Ave, Suite 140
Huntersville, NC. 28078

Date: July 18th, 2022

Re: Landscape Architectural services for a new 685 space parking lot at AVL Regional Airport in Buncombe County, NC.

Dear James:

This Proposal is for Landscape Architectural services for new 685 space parking lot at AVL Regional Airport in Buncombe County, NC.

The proposed scope of services for this is as follows.

I. BASIC DESIGN SERVICES:

A. Landscape Design Services:

1. Receive proposed site plan cad files from Engineer, clean base data and set sheets for base of design.
2. Prepare (1) preliminary landscape plan that reflects the Buncombe County Landscape Ordinance for the new parking area.
3. Review preliminary planting plan with owner / Engineer by email and / or conference call for comments.
4. Based on comments, revise for final landscape submittal (1 revision).
5. Prepare a landscape irrigation plan based on final reviewed landscape plan.
6. Prepare landscape permit set for submittal (1 revision).
7. Coordination meetings with AVCON / AVL (3 meetings)
8. Provide digital copies to owners / Engineer of the landscape plan and irrigation plan for bidding and construction.

The Owner agrees to compensate LDG for the Basic Services I-A outlined above, on a lump sum basis plus reimbursable expenses.

Basic Design Services:

\$7,500.00

After the basic design services outlined above, LDG will provide any of the following additional services that the Owner requests. More exact descriptions of the scope of these services will be provided by LDG, at the time services are requested.

- A. Additional site visits or meetings
- B. Hardscape design / construction details
- C. Landscape Lighting Design Services
- D. Construction Bidding Services
- E. Construction Administration Services
- F. Other Planning and Design Services that are requested by the Owner.

Hourly Rates: Principal	\$115.00/Hour
LA Coordinator I	\$95.00/Hour
LA Coordinator II	\$85.00/Hour
Admin	\$55.00/Hour

LDG estimates, but does not guarantee, these hourly fees for items stated in this proposal to be a total of \$7,500.00 Reimbursable costs such as mileage and printing are not expected to exceed \$200.⁰⁰. LDG will obtain owner approval prior to exceeding this amount.

PAYMENTS TO THE LANDART DESIGN GROUP, INC.:

- A. No deductions shall be made from The LandArt Design Group, Inc.'s compensation on Account of penalty, liquidated damages, or lack of funds through no fault of The LandArt Design Group, Inc. & shall be paid within 30 days of receipt of invoice.
- B. If the project is suspended for more than three months or abandoned in whole or in part, The LandArt Design Group, Inc. shall be paid its compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses resulting from such suspension or abandonment. If Project is resumed after being suspended for more than three months, The LandArt Design Group, Inc.'s compensation shall be subject to renegotiation.

Additional Services will be provided, when requested by the Owner, on an hourly basis or other method if desired by the owner.

The LandArt Design Group, Inc. is pleased to have the opportunity to work with you. Please give us a call if you have any questions or wish to discuss this further.

Sincerely,
The LandArt Design Group, Inc.

 L.S.

Name: Tipton Pitts, ASLA

Company: The LandArt Design Group, Inc.

Title: Principal, Landscape Architect

Date: July 18th, 2022

Accepted: _____ L.S.

Name: _____

Company: _____

Title: _____

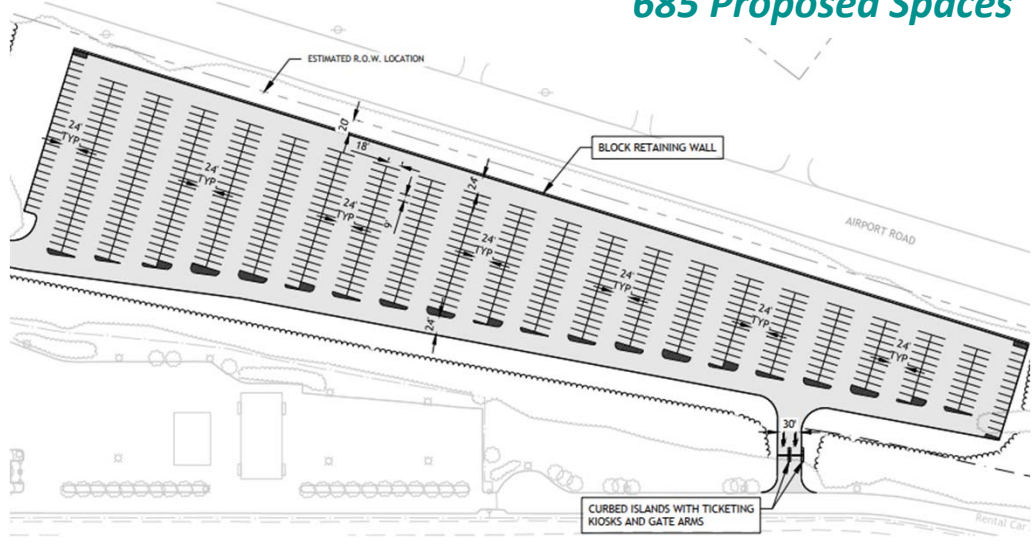
Date: _____



Expanded Southern Surface Lot



685 Proposed Spaces





MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: October 7, 2022

ITEM DESCRIPTION – Information Section Item A

August, 2022 Traffic Report – Asheville Regional Airport

SUMMARY

August, 2022 overall passenger traffic numbers were up 26.7% compared to the same period last year. Passenger traffic numbers reflect a 26.1% increase in passenger enplanements from August, 2021. Enplanements for Fiscal Year to Date total 191,641, which is a 15.7% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in August 2022 were up by 21.0%. There were 46 flight cancellations for the month.

American Airlines: American's August 2022 passenger enplanements represent a 20.0% increase over the same period last year. There were 8 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in August 2022 increased by 49.3%. There were no flight cancellations for the month.

United Airlines: In August 2022, United Airlines saw a decrease in enplanements by 27.1% over the same period last year. There were 3 flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

August 2022



Category	Aug 2022	Aug 2021	Percentage Change	*CYTD-2022	*CYTD-2021	Percentage Change	*MOV12-2022	*MOV12-2021	Percentage Change
Passenger Traffic									
Enplaned	90,425	71,735	26.1%	587,107	436,414	34.5%	866,708	564,644	53.5%
Deplaned	<u>88,905</u>	<u>69,842</u>	27.3%	<u>581,884</u>	<u>431,547</u>	34.8%	<u>862,588</u>	<u>560,054</u>	54.0%
Total	179,330	141,577	26.7%	1,168,991	867,961	34.7%	1,729,296	1,124,698	53.8%
Aircraft Operations									
Airlines	1,680	1,375	22.2%	10,788	9,525	13.3%	15,366	13,285	15.7%
Commuter/ Air Taxi	<u>1,097</u>	<u>1,480</u>	-25.9%	6,354	7,923	-19.8%	11,019	10,799	2.0%
Subtotal	<u>2,777</u>	<u>2,855</u>	-2.7%	<u>17,142</u>	<u>17,448</u>	-1.8%	<u>26,385</u>	<u>24,084</u>	9.6%
General Aviation	4,950	4,464	10.9%	31,982	29,431	8.7%	47,196	43,767	7.8%
Military	<u>372</u>	<u>418</u>	-11.0%	<u>3,544</u>	<u>2,653</u>	33.6%	<u>5,293</u>	<u>3,877</u>	36.5%
Subtotal	<u>5,322</u>	<u>4,882</u>	9.0%	<u>35,526</u>	<u>32,084</u>	10.7%	<u>52,489</u>	<u>47,644</u>	10.2%
Total	8,099	7,737	4.7%	52,668	49,532	6.3%	78,874	71,728	10.0%
Fuel Gallons									
100LL	14,826	23,213	-36.1%	112,963	121,594	-7.1%	174,879	177,245	-1.3%
Jet A (GA)	199,762	215,115	-7.1%	1,217,321	1,160,572	4.9%	1,909,751	1,718,915	11.1%
Subtotal	<u>214,588</u>	<u>238,328</u>	-10.0%	<u>1,330,284</u>	<u>1,282,166</u>	3.8%	<u>2,084,630</u>	<u>1,896,160</u>	9.9%
Jet A (A/L)	<u>864,304</u>	<u>788,273</u>	9.6%	<u>5,539,258</u>	<u>5,052,037</u>	9.6%	<u>8,406,152</u>	<u>6,654,164</u>	26.3%
Total	1,078,892	1,026,601	5.1%	6,869,542	6,334,203	8.5%	10,490,782	8,550,324	22.7%

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

Tuesday, September 20, 2022

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

August 2022



	Aug 2022	Aug 2021	Percentage Change	*CYTD-2022	*CYTD-2021	Percentage Change
Allegiant Air						
Enplanements	36,910	30,496	21.0%	269,561	207,731	29.8%
Seats	42,507	40,035	6.2%	323,196	310,167	4.2%
Load Factor	86.8%	76.2%	14.0%	83.4%	67.0%	24.5%
American Airlines						
Enplanements	26,136	21,786	20.0%	144,904	120,538	20.2%
Seats	31,417	28,492	10.3%	175,298	170,920	2.6%
Load Factor	83.2%	76.5%	8.8%	82.7%	70.5%	17.2%
Delta Air Lines						
Enplanements	17,744	11,885	49.3%	121,578	71,151	70.9%
Seats	21,460	16,184	32.6%	149,736	110,472	35.5%
Load Factor	82.7%	73.4%	12.6%	81.2%	64.4%	26.1%
JetBlue						
Enplanements	2,731	0	#Div/0!	5,698	0	#Div/0!
Seats	3,100	0	#Div/0!	6,600	0	#Div/0!
Load Factor	88.1%	#Num!	#Type!	86.3%	#Num!	#Type!
Sun Country						
Enplanements	1,390	0	#Div/0!	10,015	0	#Div/0!
Seats	1,488	0	#Div/0!	13,020	0	#Div/0!
Load Factor	93.4%	#Num!	#Type!	76.9%	#Num!	#Type!
United Airlines						
Enplanements	5,514	7,568	-27.1%	35,351	36,994	-4.4%
Seats	6,944	8,700	-20.2%	41,831	49,926	-16.2%
Load Factor	79.4%	87.0%	-8.7%	84.5%	74.1%	14.1%

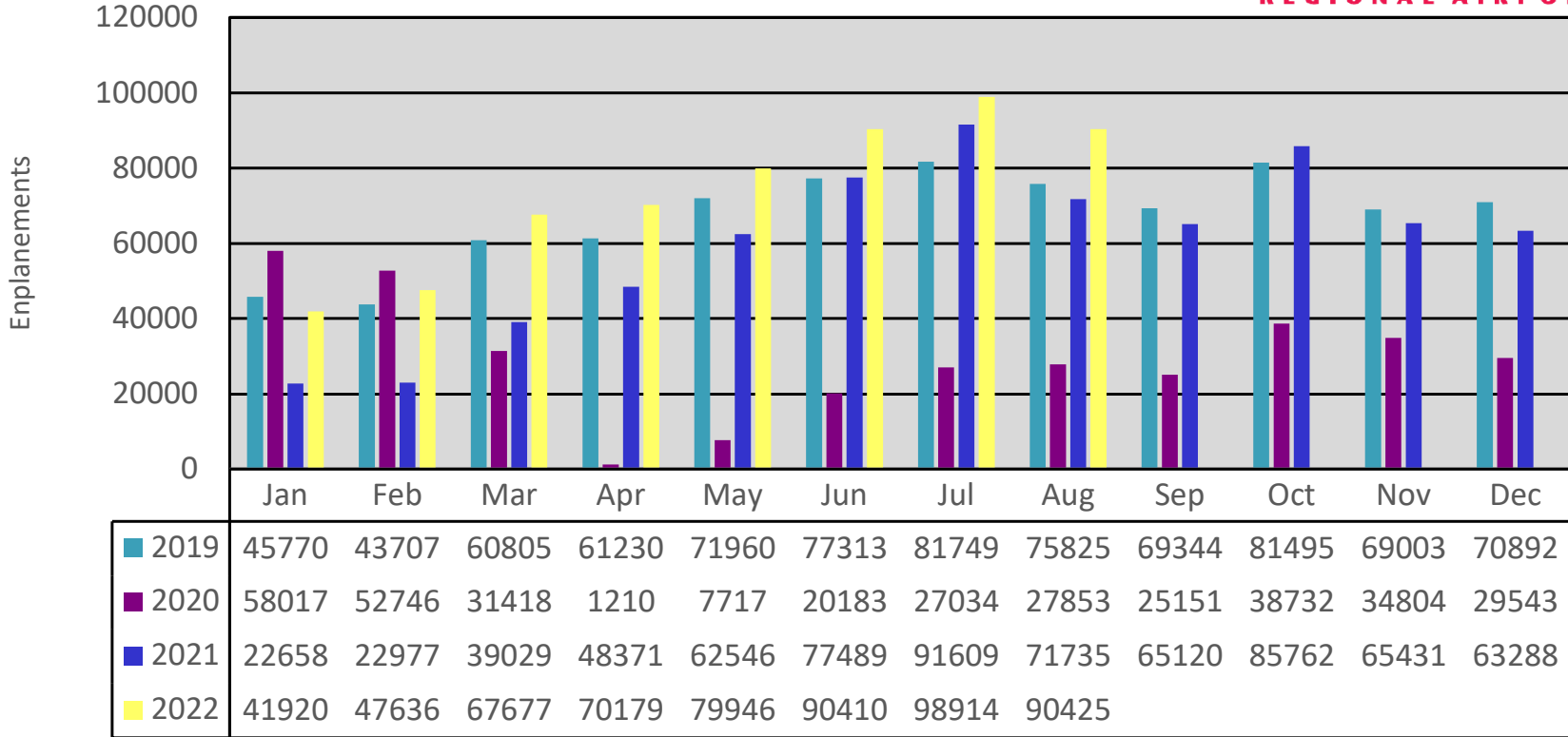
	Aug 2022	Aug 2021	Percentage Change	*CYTD-2022	*CYTD-2021	Percentage Change
Totals						
Enplanements	90,425	71,735	26.1%	587,107	436,414	34.5%
Seats	106,916	93,411	14.5%	709,681	641,485	10.6%
Load Factor	84.6%	76.8%	10.1%	82.7%	68.0%	21.6%

Airline Flight Completions Asheville Regional Airport August 2022

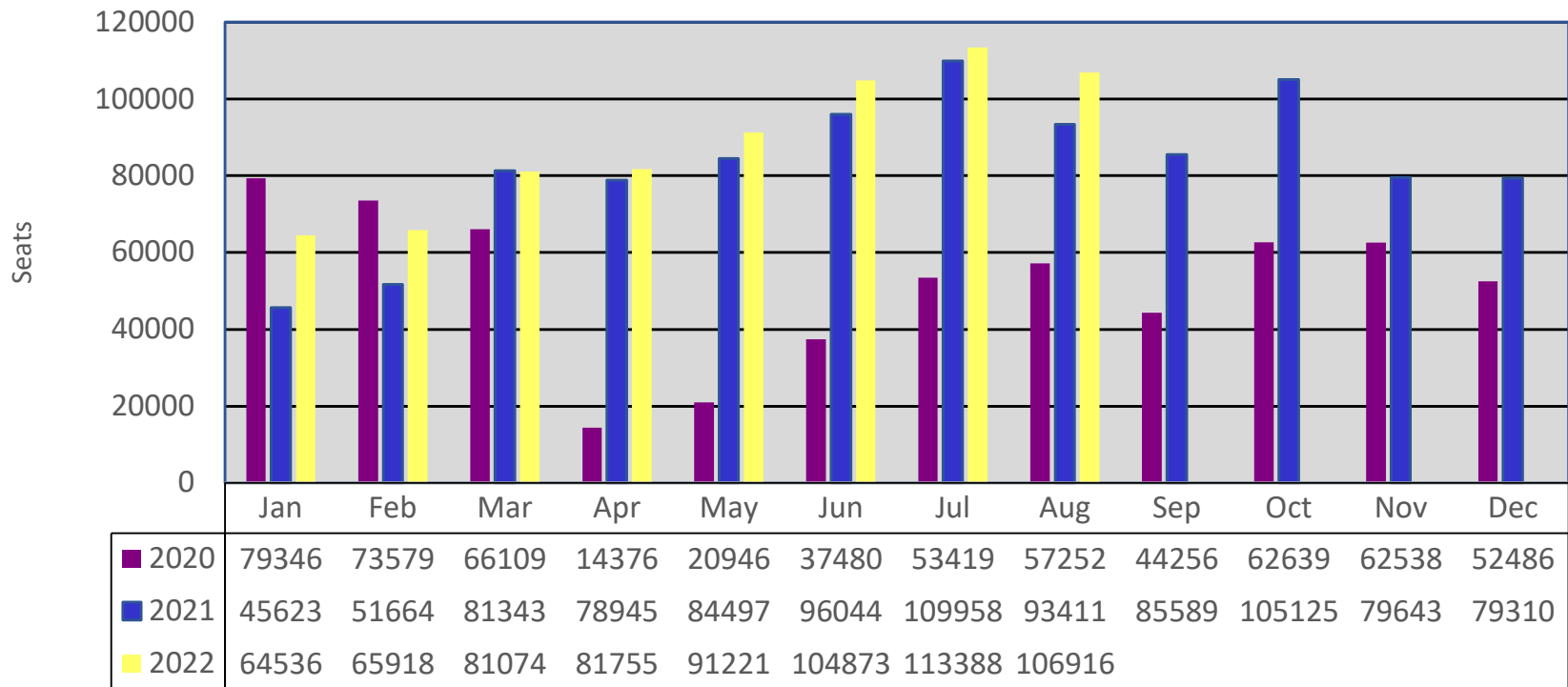


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed Flights
			Mechanical	Weather	Other		
Allegiant Air	290	0	0	0	46	46	84.1%
American Airlines	423	0	2	6	0	8	98.1%
Delta Air Lines	211	0	0	0	0	0	100.0%
JetBlue	31	0	0	0	0	0	100.0%
Sun Country	8	0	0	0	0	0	100.0%
United Airlines	109	0	3	0	0	3	97.2%
Total	1,072	0	5	6	46	57	94.7%

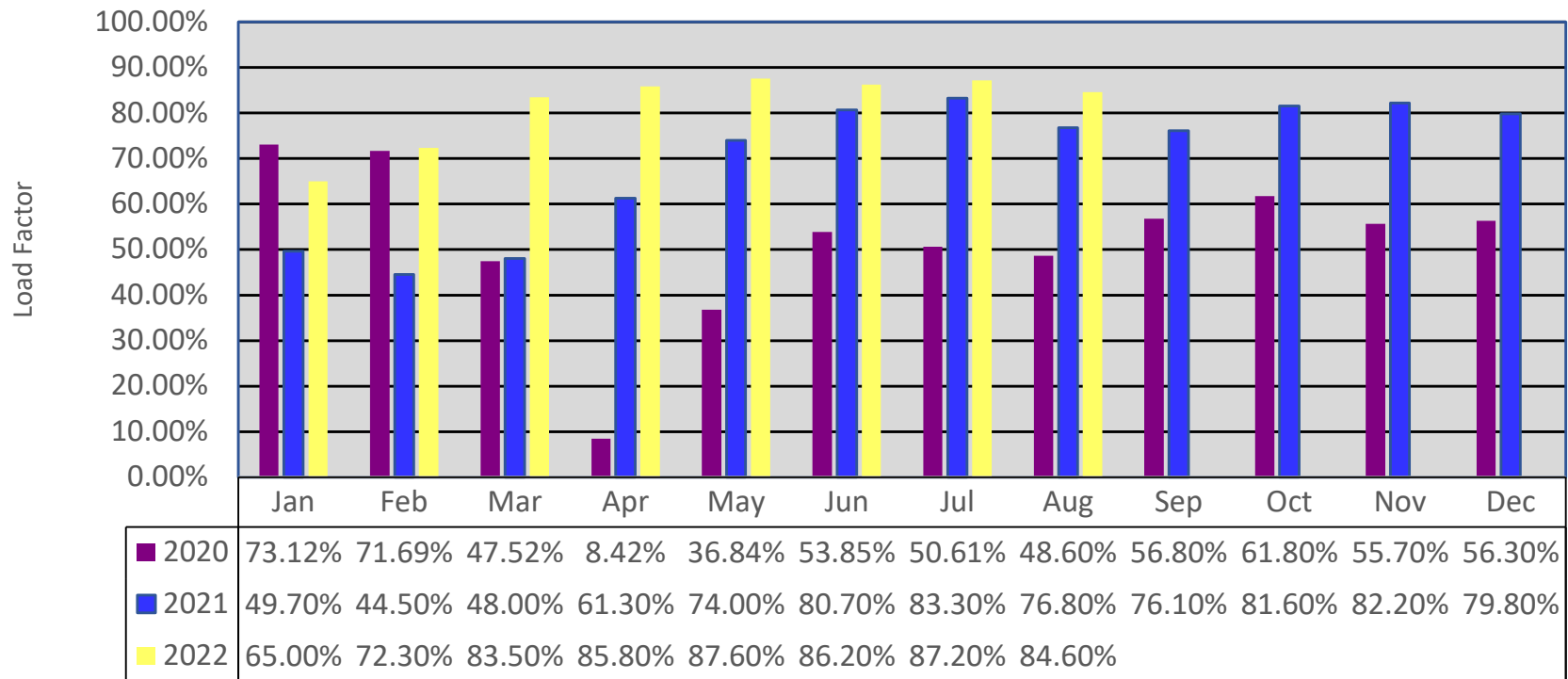
Monthly Enplanements By Year Asheville Regional Airport



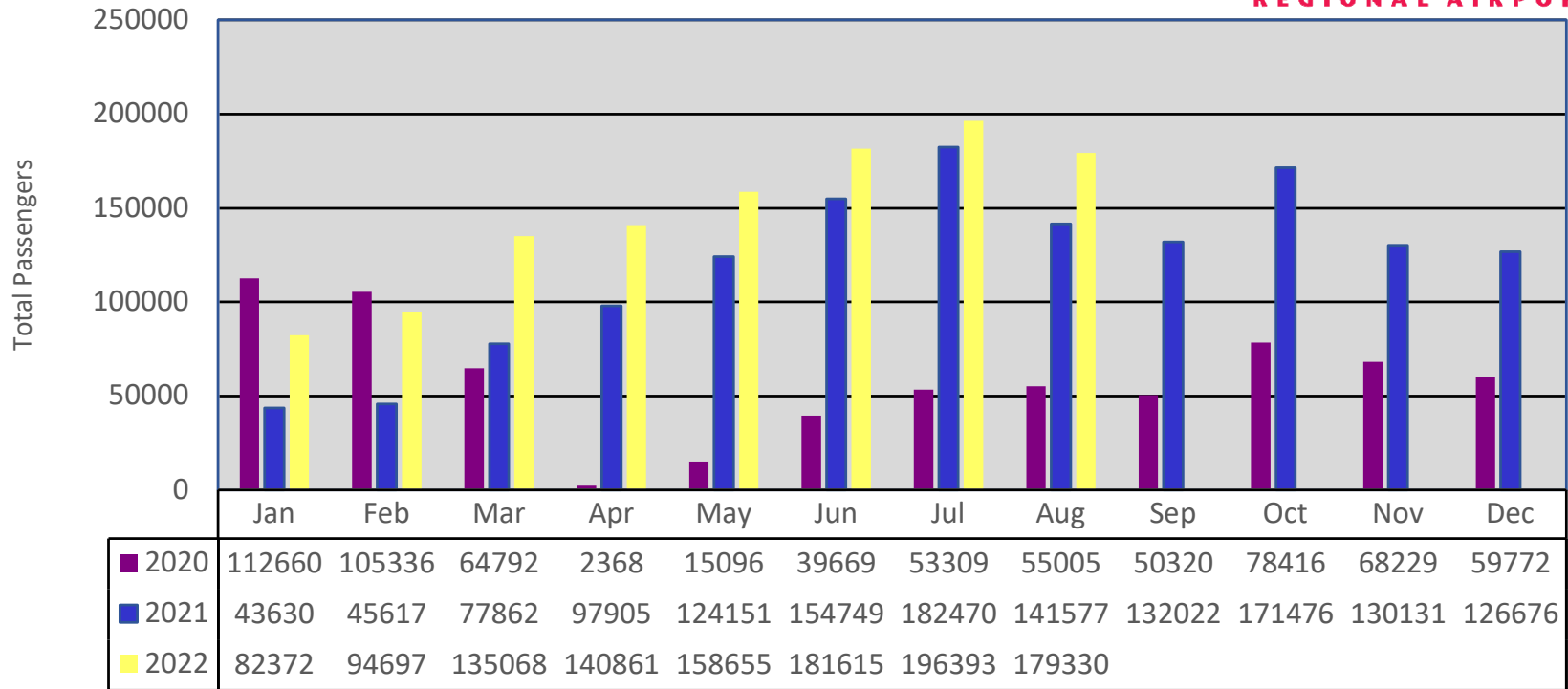
Monthly Seats By Year Asheville Regional Airport



Monthly Load Factors By Year Asheville Regional Airport

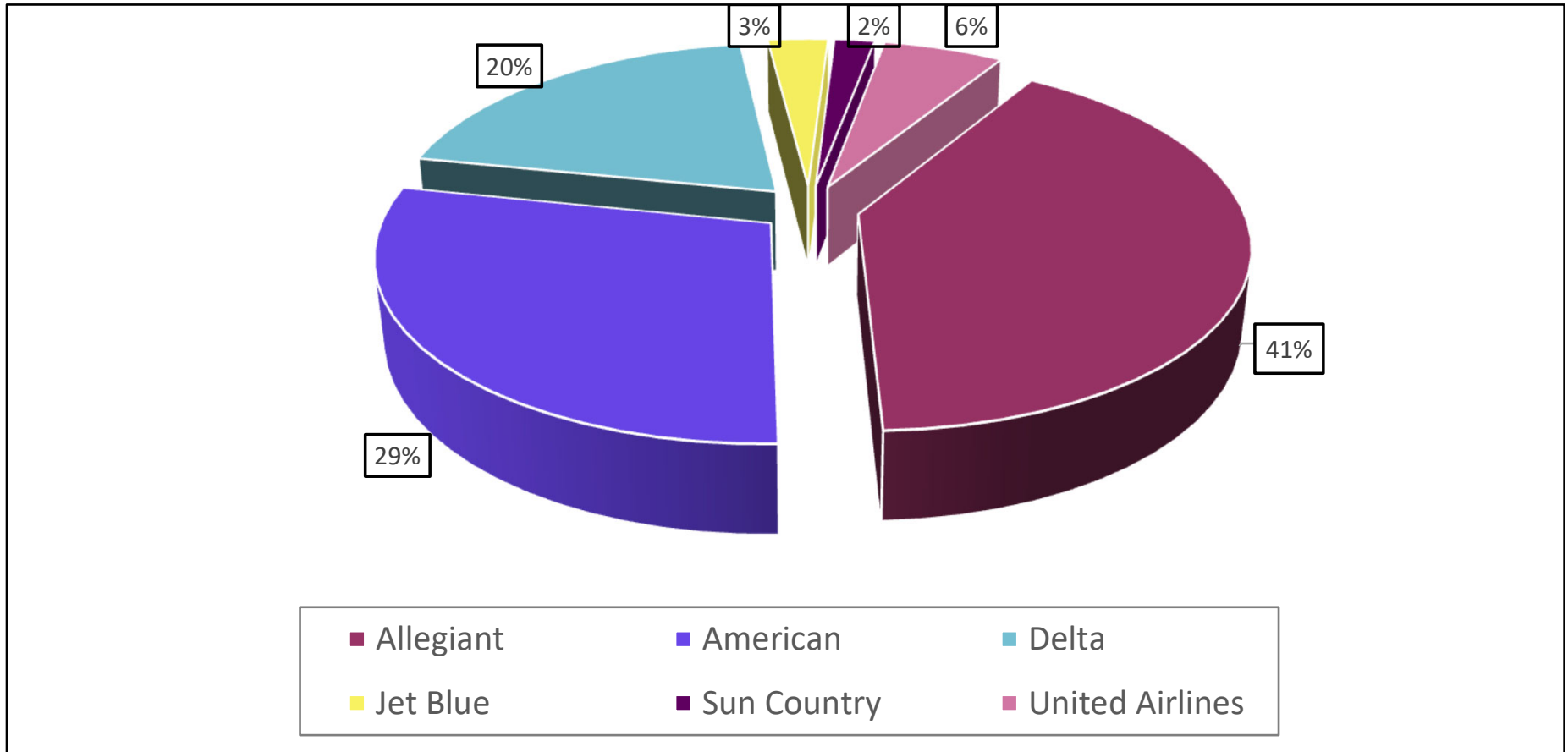


Total Monthly Passengers By Year Asheville Regional Airport



Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From August 2022 Through August 2022



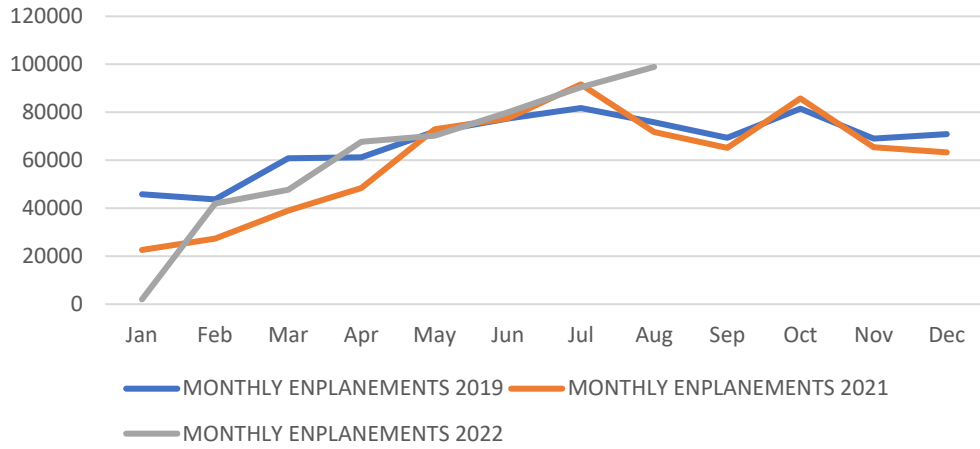
AVL - Three month schedule Summary Report
 November 2022 to January 2023 vs. November 2021 to January 2022 vs. November 2020 to January 2021
 25-Sep-22

Mkt AI	Travel Period		Nov 2022		Nov 2021		Nov 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	CLT	35	3,752	41	3,050	38	2,811	(6)	702	(14.6%)	23.0%	(3)	941	(7.9%)	33.5%
AA	CLT-AVL	CLT	AVL	35	3,752	41	3,050	38	2,811	(6)	702	(14.6%)	23.0%	(3)	941	(7.9%)	33.5%
AA	AVL-DCA	AVL	DCA	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	DCA-AVL	DCA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	AVL-DFW	AVL	DFW	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	DFW-AVL	DFW	AVL	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	AVL-LGA	AVL	LGA	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	LGA-AVL	LGA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	AVL-MIA	AVL	MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL	PHL	7	350	7	350	0	0	0	0	0.0%	0.0%	7	350	-	-
AA	PHL-AVL	PHL	AVL	7	350	7	350	0	0	0	0	0.0%	0.0%	7	350	-	-
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL	AVL	41	4,510	34	3,740	33	2,508	7	770	20.6%	20.6%	8	2,002	24.2%	79.8%
DL	AVL-ATL	AVL	ATL	41	4,510	34	3,740	33	2,508	7	770	20.6%	20.6%	8	2,002	24.2%	79.8%
DL	AVL-DTW	AVL	DTW	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	DTW-AVL	DTW	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	AVL-LGA	AVL	LGA	13	981	0	0	0	0	13	981	-	-	13	981	-	-
DL	LGA-AVL	LGA	AVL	13	981	0	0	0	0	13	981	-	-	13	981	-	-
DL	AVL-MSP	AVL	MSP	1	76	0	0	0	0	1	76	-	-	1	76	-	-
DL	MSP-AVL	MSP	AVL	1	76	0	0	0	0	1	76	-	-	1	76	-	-
G4	AUS-AVL	AUS	AVL	2	342	2	372	0	0	0	(30)	0.0%	(8.1%)	2	342	-	-
G4	AVL-AUS	AVL	AUS	2	342	2	372	0	0	0	(30)	0.0%	(8.1%)	2	342	-	-
G4	AVL-BOS	AVL	BOS	3	498	2	372	2	372	1	126	50.0%	33.9%	1	126	50.0%	33.9%
G4	BOS-AVL	BOS	AVL	3	498	2	372	2	372	1	126	50.0%	33.9%	1	126	50.0%	33.9%
G4	AVL-BWI	AVL	BWI	2	372	2	363	2	372	0	9	0.0%	2.5%	0	0	0.0%	0.0%
G4	BWI-AVL	BWI	AVL	2	372	2	363	2	372	0	9	0.0%	2.5%	0	0	0.0%	0.0%
G4	AVL-DEN	AVL	DEN	1	156	0	0	0	0	1	156	-	-	1	156	-	-
G4	DEN-AVL	DEN	AVL	1	156	0	0	0	0	1	156	-	-	1	156	-	-
G4	AVL-EWR	AVL	EWR	5	870	2	372	2	372	3	498	150.0%	133.9%	3	498	150.0%	133.9%
G4	EWR-AVL	EWR	AVL	5	870	2	372	2	372	3	498	150.0%	133.9%	3	498	150.0%	133.9%
G4	AVL-EYW	AVL	EYW	1	156	0	0	0	0	1	156	-	-	1	156	-	-
G4	EYW-AVL	EYW	AVL	1	156	0	0	0	0	1	156	-	-	1	156	-	-
G4	AVL-FLL	AVL	FLL	5	903	8	1,434	11	1,983	(3)	(531)	(37.5%)	(37.0%)	(6)	(1,080)	(54.5%)	(54.5%)
G4	FLL-AVL	FLL	AVL	5	903	8	1,434	11	1,983	(3)	(531)	(37.5%)	(37.0%)	(6)	(1,080)	(54.5%)	(54.5%)
G4	AVL-HOU	AVL	HOU	2	372	2	372	2	372	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	HOU-AVL	HOU	AVL	2	372	2	372	2	372	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-LAS	AVL	LAS	2	342	2	372	0	0	0	(30)	0.0%	(8.1%)	2	342	-	-
G4	LAS-AVL	LAS	AVL	2	342	2	372	0	0	0	(30)	0.0%	(8.1%)	2	342	-	-
G4	AVL-MDW	AVL	MDW	2	342	2	372	2	372	0	(30)	0.0%	(8.1%)	0	(30)	0.0%	(8.1%)
G4	MDW-AVL	MDW	AVL	2	342	2	372	2	372	0	(30)	0.0%	(8.1%)	0	(30)	0.0%	(8.1%)
G4	AVL-MSP	AVL	MSP	2	342	2	372	0	0	0	(30)	0.0%	(8.1%)	2	342	-	-
G4	MSP-AVL	MSP	AVL	2	342	2	372	0	0	0	(30)	0.0%	(8.1%)	2	342	-	-
G4	AVL-PBI	AVL	PBI	2	312	2	372	2	372	0	(60)	0.0%	(16.1%)	0	(60)	0.0%	(16.1%)
G4	PBI-AVL	PBI	AVL	2	312	2	372	2	372	0	(60)	0.0%	(16.1%)	0	(60)	0.0%	(16.1%)
G4	AVL-PGD	AVL	PGD	5	834	2	372	4	744	3	462	150.0%	124.2%	1	90	25.0%	12.1%
G4	PGD-AVL	PGD	AVL	5	834	2	372	4	744	3	462	150.0%	124.2%	1	90	25.0%	12.1%
G4	AVL-PIE	AVL	PIE	7	1,272	9	1,674	6	1,062	(2)	(402)	(22.2%)	(24.0%)	1	210	16.7%	19.8%
G4	PIE-AVL	PIE	AVL	7	1,272	9	1,674	6	1,062	(2)	(402)	(22.2%)	(24.0%)	1	210	16.7%	19.8%
G4	AVL-SFB	AVL	SFB	10	1,782	9	1,665	6	1,056	1	117	11.1%	7.0%	4	726	66.7%	68.8%
G4	SFB-AVL	SFB	AVL	10	1,782	9	1,665	6	1,056	1	117	11.1%	7.0%	4	726	66.7%	68.8%
G4	AVL-SRQ	AVL	SRQ	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	SRQ-AVL	SRQ	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-FLL	AVL	FLL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	FLL-AVL	FLL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-GSO	AVL	GSO	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-MCO	AVL	MCO	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	MCO-AVL	MCO	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-TPA	AVL	TPA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	TPA-AVL	TPA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL	MSP	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
SY	MSP-AVL	MSP	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
UA	AVL-EWR	AVL	EWR	7	490	0	0	0	0	7	490	-	-	7	490	-	-
UA	EWR-AVL	EWR	AVL	7	490	0	0	0	0	7	490	-	-	7	490	-	-
UA	AVL-IAD	AVL	IAD	0	0	14	700	12	600	(14)	(700)	(100.0%)	(100.0%)	(12)	(600)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	AVL	0	0	14	700	12	600	(14)	(700)	(100.0%)	(100.0%)	(12)	(600)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	ORD	21	1,050	14	700	14	700	7	350	50.0%	50.0%	7	350	50.0%	50.0%
UA	ORD-AVL	ORD	AVL	21	1,050	14	700	14	700	7	350	50.0%	50.0%	7	350	50.0%	50.0%
			Total	402	44,580	334	36,600	290	29,164	68	7,980	20.4%	21.8%	112	15,416	38.6%	52.9%

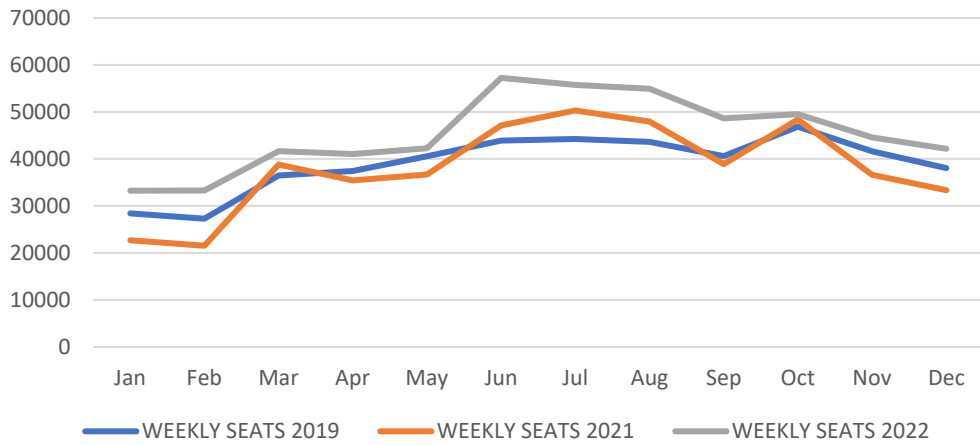
Mkt AI	Travel Period		Dec 2022		Dec 2021		Dec 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	35	3,752	41	3,039	33	2,431	(6)	713	(14.6%)	23.5%	2	1,321	6%	54%
AA	CLT-AVL	CLT	35	3,752	41	3,039	33	2,431	(6)	713	(14.6%)	23.5%	2	1,321	6%	54%
AA	AVL-DCA	AVL	7	466	0	0	0	0	7	466	-	-	7	466	-	-
AA	DCA-AVL	DCA	7	466	0	0	0	0	7	466	-	-	7	466	-	-
AA	AVL-DFW	AVL	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0%	0%
AA	DFW-AVL	DFW	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0%	0%
AA	AVL-LGA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	LGA-AVL	LGA	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	AVL-MIA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	PHL-AVL	PHL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL	41	4,510	32	3,282	33	2,508	9	1,228	28.1%	37.4%	8	2,002	24%	80%
DL	AVL-ATL	AVL	41	4,510	32	3,282	33	2,508	9	1,228	28.1%	37.4%	8	2,002	24%	80%
DL	AVL-LGA	AVL	13	946	0	0	0	0	13	946	-	-	13	946	-	-
DL	LGA-AVL	LGA	13	946	0	0	0	0	13	946	-	-	13	946	-	-
DL	AVL-MSP	AVL	1	76	0	0	0	0	1	76	-	-	1	76	-	-
DL	MSP-AVL	MSP	1	76	0	0	0	0	1	76	-	-	1	76	-	-
G4	AUS-AVL	AUS	2	372	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	AVL-AUS	AVL	2	372	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	AVL-BOS	AVL	2	372	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	BOS-AVL	BOS	2	372	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	AVL-BWI	AVL	2	372	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	BWI-AVL	BWI	2	372	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	AVL-DEN	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	DEN-AVL	DEN	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-EWR	AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	EWR-AVL	EWR	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-EYW	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	EYW-AVL	EYW	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	AVL-FLL	AVL	6	1,098	7	1,197	6	1,071	(1)	(99)	(14.3%)	(8.3%)	0	27	0.0%	2.5%
G4	FLL-AVL	FLL	6	1,098	7	1,197	6	1,071	(1)	(99)	(14.3%)	(8.3%)	0	27	0.0%	2.5%
G4	AVL-HOU	AVL	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	HOU-AVL	HOU	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	AVL-LAS	AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	LAS-AVL	LAS	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-MDW	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	MDW-AVL	MDW	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-MSP	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	MSP-AVL	MSP	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	AVL-PBI	AVL	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%
G4	PBI-AVL	PBI	2	312	2	312	2	354	0	0	0.0%	0.0%	0	(42)	0.0%	(11.9%)
G4	AVL-PGD	AVL	4	684	4	708	2	372	0	(24)	0.0%	(3.4%)	2	312	100.0%	83.9%
G4	PGD-AVL	PGD	4	684	4	708	2	372	0	(24)	0.0%	(3.4%)	2	312	100.0%	83.9%
G4	AVL-PIE	AVL	6	1,086	6	1,062	4	735	0	24	0.0%	2.3%	2	351	50.0%	47.8%
G4	PIE-AVL	PIE	6	1,086	6	1,062	4	735	0	24	0.0%	2.3%	2	351	50.0%	47.8%
G4	AVL-SFB	AVL	10	1,860	10	1,728	4	708	0	132	0.0%	7.6%	6	1,152	150.0%	162.7%
G4	SFB-AVL	SFB	10	1,860	10	1,728	4	708	0	132	0.0%	7.6%	6	1,152	150.0%	162.7%
G4	AVL-SRQ	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	SRQ-AVL	SRQ	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	AVL-VPS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
SY	MSP-AVL	MSP	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
UA	AVL-EWR	AVL	7	490	0	0	0	0	7	490	-	-	7	490	-	-
UA	EWR-AVL	EWR	7	490	0	0	0	0	7	490	-	-	7	490	-	-
UA	AVL-IAD	AVL	0	0	14	700	12	600	(14)	(700)	(100.0%)	(100.0%)	(12)	(600)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	0	0	14	700	12	600	(14)	(700)	(100.0%)	(100.0%)	(12)	(600)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	14	700	14	700	10	500	0	0	0.0%	0.0%	4	200	40.0%	40.0%
UA	ORD-AVL	ORD	14	700	14	700	10	500	0	0	0.0%	0.0%	4	200	40.0%	40.0%
Total			368	42,142	314	33,336	234	21,038	54	8,806	17.2%	26.4%	134	21,104	57.3%	100.3%

Mkt AI	Travel Period		Jan 2023		Jan 2022		Jan 2021		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	42	3,920	41	3,017	39	2,821	1	903	2.4%	29.9%	3	1,099	7.7%	39.0%
AA	CLT-AVL	CLT	42	3,920	41	3,017	39	2,832	1	903	2.4%	29.9%	3	1,088	7.7%	38.4%
AA	AVL-DCA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	DCA-AVL	DCA	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	AVL-DFW	AVL	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	DFW-AVL	DFW	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	AVL-LGA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	LGA-AVL	LGA	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	AVL-MIA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	PHL-AVL	PHL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL	42	4,620	32	3,520	32	2,276	10	1,100	31.3%	31.3%	10	2,344	31.3%	103.0%
DL	AVL-ATL	AVL	42	4,620	32	3,520	32	2,276	10	1,100	31.3%	31.3%	10	2,344	31.3%	103.0%
DL	AVL-LGA	AVL	13	916	0	0	0	0	13	916	-	-	13	916	-	-
DL	LGA-AVL	LGA	13	916	0	0	0	0	13	916	-	-	13	916	-	-
DL	AVL-MSP	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	MSP-AVL	MSP	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AUS-AVL	AUS	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
G4	AVL-AUS	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
G4	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-BWI	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	BWI-AVL	BWI	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-DEN	AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
G4	DEN-AVL	DEN	2	372	0	0	0	0	2	372	-	-	2	372	-	-
G4	AVL-EWR	AVL	4	744	2	354	2	354	2	390	100.0%	110.2%	2	390	100.0%	110.2%
G4	EWR-AVL	EWR	4	744	2	354	2	354	2	390	100.0%	110.2%	2	390	100.0%	110.2%
G4	AVL-EYW	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	EYW-AVL	EYW	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	AVL-FLL	AVL	10	1,755	10	1,707	7	1,239	0	48	0.0%	2.8%	3	516	42.9%	41.6%
G4	FLL-AVL	FLL	10	1,755	10	1,707	7	1,239	0	48	0.0%	2.8%	3	516	42.9%	41.6%
G4	AVL-HOU	AVL	0	0	2	354	2	354	(2)	(354)	(100.0%)	(100.0%)	(2)	(354)	(100.0%)	(100.0%)
G4	HOU-AVL	HOU	0	0	2	354	2	354	(2)	(354)	(100.0%)	(100.0%)	(2)	(354)	(100.0%)	(100.0%)
G4	AVL-LAS	AVL	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	LAS-AVL	LAS	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	AVL-MDW	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	MDW-AVL	MDW	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-MSP	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	MSP-AVL	MSP	2	312	2	312	0	0	0	60	0.0%	19.2%	2	372	-	-
G4	AVL-PBI	AVL	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%
G4	PBI-AVL	PBI	2	312	2	312	2	354	0	0	0.0%	0.0%	0	(42)	0.0%	(11.9%)
G4	AVL-PGD	AVL	4	684	4	687	2	354	0	(3)	0.0%	(0.4%)	2	330	100.0%	93.2%
G4	PGD-AVL	PGD	4	684	4	687	2	354	0	(3)	0.0%	(0.4%)	2	330	100.0%	93.2%
G4	AVL-PIE	AVL	6	1,056	6	1,062	4	708	0	(6)	0.0%	(0.6%)	2	348	50.0%	49.2%
G4	PIE-AVL	PIE	6	1,056	6	1,062	4	708	0	(6)	0.0%	(0.6%)	2	348	50.0%	49.2%
G4	AVL-SFB	AVL	9	1,614	10	1,725	5	885	(1)	(111)	(10.0%)	(6.4%)	4	729	80.0%	82.4%
G4	SFB-AVL	SFB	9	1,614	10	1,725	5	885	(1)	(111)	(10.0%)	(6.4%)	4	729	80.0%	82.4%
G4	AVL-SRQ	AVL	2	312	2	372	3	531	0	(60)	0.0%	(16.1%)	(1)	(219)	(33.3%)	(41.2%)
G4	SRQ-AVL	SRQ	2	312	2	372	3	531	0	(60)	0.0%	(16.1%)	(1)	(219)	(33.3%)	(41.2%)
G4	AVL-VPS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
SY	MSP-AVL	MSP	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
UA	AVL-EWR	AVL	7	490	0	0	0	0	7	490	-	-	7	490	-	-
UA	EWR-AVL	EWR	7	490	0	0	0	0	7	490	-	-	7	490	-	-
UA	AVL-IAD	AVL	0	0	7	350	11	550	(7)	(350)	(100.0%)	(100.0%)	(11)	(550)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	0	0	7	350	12	600	(7)	(350)	(100.0%)	(100.0%)	(12)	(600)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	14	700	12	600	7	350	2	100	16.7%	16.7%	7	350	100.0%	100.0%
UA	ORD-AVL	ORD	14	700	12	600	7	350	2	100	16.7%	16.7%	7	350	100.0%	100.0%
Total			376	41,474	294	32,628	247	22,677	82	8,846	27.9%	27.1%	129	18,797	52.2%	82.9%

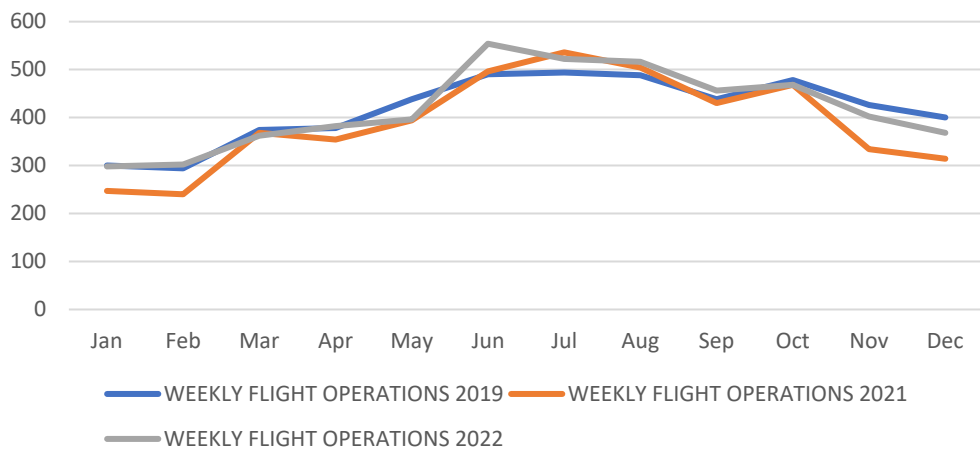
MONTHLY ENPLANEMENTS



WEEKLY SEATS



WEEKLY FLIGHT OPERATIONS





MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: October 7, 2022

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of August 2022

SUMMARY

Operating Revenues for the month of August were \$2,170,060, 28.2% over budget. Operating Expenses for the month were \$897,398, 23.1% under budget. As a result, Net Operating Revenues before Depreciation were \$1,272,662. Net Non-Operating Revenues were (\$26,491), which includes \$983,723 in 2022A Bond interest expense to be paid from the Bond Capitalized Interest account semi-annually.

Year-to-date Operating Revenues were \$4,322,033, 27.7% over budget. Year-to-date Operating Expenses were \$1,621,339, 31.4% under budget. Year-to-date Net Operating Revenues before Depreciation were \$2,700,694. Net Non-Operating Revenues for the year were (\$212,805), which includes \$1,967,445 in 2022A Bond interest expense.

REVENUES

Significant variations to budget for August were:

Term rentals – airlines	\$46,400	18.16%	Enplanements over budget
Landing fees	\$11,650	6.69%	Landings over budget
Rental car-car rentals	\$86,710	26.01%	Enplanements over budget
Concessions	\$20,095	37.78%	Enplanements over budget
Auto parking	\$260,754	41.72%	Enplanements over budget
FBOs	\$18,424	19.29%	Rent increase
Other leases & fees	\$25,577	109.31%	Runway 5K registrations

Information Section – Item B



EXPENSES

Significant variations to budget for August were:

Professional services	(\$10,663)	(29.32%)	Minimal professional services during month
Other contractual services	(\$11,978)	(7.19%)	Less invoicing than anticipated
Promotional activities	(\$20,679)	(75.41%)	Minimal promotional activities

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$690K mostly due to interest earnings and grant funding.

Grants Receivable – Grants Receivable increased by \$800KM mostly due to terminal and south general aviation apron projects.

Construction in Progress – Construction in Progress increased by \$2.5M mostly due to the terminal, ATC tower and south general aviation apron projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$455K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of August 31, 2022**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	0.65%	\$ 10,562,094	6,224
NC Capital Management Trust - Cash Portfolio		20,527,065	37,181
Petty Cash		200	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue Account	0.65%	13,843,990	7,446
BNY Mellon		283,519	
NC Capital Mgt Trust - 2022A Construction		151,640,366	274,599
NC Capital Mgt Trust - 2022A Parity Reserve		13,440,131	24,344
NC Capital Mgt Trust - 2022A Capitalized Interest		30,391,303	55,118
 Total		 <u>\$ 240,688,668</u>	 <u>\$ 404,912</u>

Investment Diversification:

Banks	10%
NC Capital Management Trust	90%
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 August 31, 2022**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 239,997,895	\$ 240,291,673
Net Income/(Loss) Before Capital Contributions	790,394	785,941
Depreciation	455,777	455,777
Decrease/(Increase) in Receivables	(200,344)	2,470,419
Increase/(Decrease) in Payables	1,015,103	(2,446,661)
Decrease/(Increase) in Prepaid Expenses	(85,296)	-
Decrease/(Increase) in Fixed Assets	(2,508,435)	(215,164)
Principal Payments of Bond Maturities	-	(1,345,000)
Capital Contributions	1,219,380	455
Forfeiture Funding Increase	4,194	455
Increase(Decrease) in Cash	690,773	(293,778)
Cash and Investments End of Period	\$ 240,688,668	\$ 239,997,895

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of August 31, 2022**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$31,089,359	\$31,632,015
Accounts Receivable	929,268	1,160,727
Passenger Facility Charges Receivable	315,000	700,000
Refundable Sales Tax Receivable	177,708	158,718
Grants Receivable	2,539,978	1,742,166
Prepaid Expenses	1,453,466	1,368,170
GASB 87 Short-term Lease Receivable	1,624,751	1,624,750
Total Unrestricted Assets	38,129,530	38,386,546
Restricted Assets:		
Cash and Cash Equivalents	209,599,309	208,365,880
Total Restricted Assets	209,599,309	208,365,880
Total Current Assets	247,728,839	246,752,426
Noncurrent Assets:		
Construction in Progress	35,172,270	32,663,835
Net Pension Asset - LGERS	(1,694,894)	(1,694,894)
Benefit Payment - OPEB	347,993	347,993
Contributions in Current Year	1,110,918	1,110,918
GASB 87 Long-term Lease Receivable	16,387,282	16,387,282
Property and Equipment - Net	173,002,528	173,458,305
Total Noncurrent Assets	224,326,097	222,273,439
	\$472,054,936	\$469,025,865
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	(\$32,581)	(\$5,928)
Customer Deposits	88,018	88,018
Unearned Revenue	203,073	145,040
Construction Contract Retainages	715,740	715,740
Revenue Bond Payable - Current	1,375,000	1,375,000
GASB 87 Short-term Deferred Revenue	2,257,607	2,257,607
Interest Payable	1,967,445	983,722
Total Payable from Unrestricted Assets	6,574,302	5,559,199
Total Current Liabilities	6,574,302	5,559,199
Noncurrent Liabilities:		
Pension Deferrals - OPEB	229,725	229,725
Other Postemployment Benefits	1,316,093	1,316,093
Compensated Absences	655,090	655,090
Net Pension Obligation-LEO Special Separation Allowance	614,383	614,383
GASB 87 Long-term Deferred Revenue	16,011,357	16,011,357
Revenue Bond Payable - 2016 - Noncurrent	12,270,000	12,270,000
Revenue Bond Payable - 2022A - Noncurrent	194,729,242	194,729,242
Revenue Bond 2022A Issue Costs	(528,048)	(528,048)
Total Noncurrent Liabilities	225,297,842	225,297,842
Total Liabilities	231,872,144	230,857,041
Net Assets:		
Invested in Capital Assets	194,529,798	192,477,140
Restricted	209,599,309	208,365,880
Unrestricted	(163,946,315)	(162,674,196)
Total Net Assets	240,182,792	238,168,824
	\$472,054,936	\$469,025,865



Income Statement

Through 08/31/22

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	24,853.57	49,707.14	49,900.33	(193.19)	299,402.00	249,694.86
Terminal space rentals - airline	301,923.85	623,977.89	511,047.33	112,930.56	3,066,284.00	2,442,306.11
Landing fees	185,795.80	396,866.79	348,292.50	48,574.29	2,089,755.00	1,692,888.21
Concessions	73,283.02	157,008.34	106,375.00	50,633.34	638,250.00	481,241.66
Auto parking	885,754.69	1,642,127.01	1,250,000.00	392,127.01	7,500,000.00	5,857,872.99
Rental car - car rentals	420,043.69	889,955.08	666,666.67	223,288.41	4,000,000.00	3,110,044.92
Rental car - facility rent	61,376.83	122,753.66	122,252.50	501.16	733,515.00	610,761.34
Commerce ground transportation	20,826.06	50,847.86	35,000.00	15,847.86	210,000.00	159,152.14
FBOs	113,942.23	230,700.95	191,036.00	39,664.95	1,146,216.00	915,515.05
Building leases	4,156.15	8,154.92	7,997.50	157.42	47,985.00	39,830.08
Land leases	29,126.90	58,050.57	48,887.00	9,163.57	293,322.00	235,271.43
Other leases and fees	48,977.41	91,883.17	46,800.00	45,083.17	280,800.00	188,916.83
<i>Operating revenues Totals</i>	\$2,170,060.20	\$4,322,033.38	\$3,384,254.83	\$937,778.55	\$20,305,529.00	\$15,983,495.62
<i>Non-operating revenue and expense</i>						
Customer facility charges	207,157.75	417,022.75	333,333.33	83,689.42	2,000,000.00	1,582,977.25
Passenger facility charges	345,161.63	668,345.46	500,000.00	168,345.46	3,000,000.00	2,331,654.54
Interest revenue	404,912.45	669,271.94	4,166.67	665,105.27	25,000.00	(644,271.94)
Interest expense	(983,722.66)	(1,967,445.35)	.00	(1,967,445.35)	.00	1,967,445.35
Gain or loss on disposal of assets	.00	.00	.00	.00	.00	.00
P-card rebate	.00	.00	.00	.00	.00	.00
<i>Non-operating revenue and expense Totals</i>	(\$26,490.83)	(\$212,805.20)	\$837,500.00	(\$1,050,305.20)	\$5,025,000.00	\$5,237,805.20
Capital contributions	1,219,379.67	1,219,834.17	.00	1,219,834.17	.00	(1,219,834.17)



Income Statement

Through 08/31/22

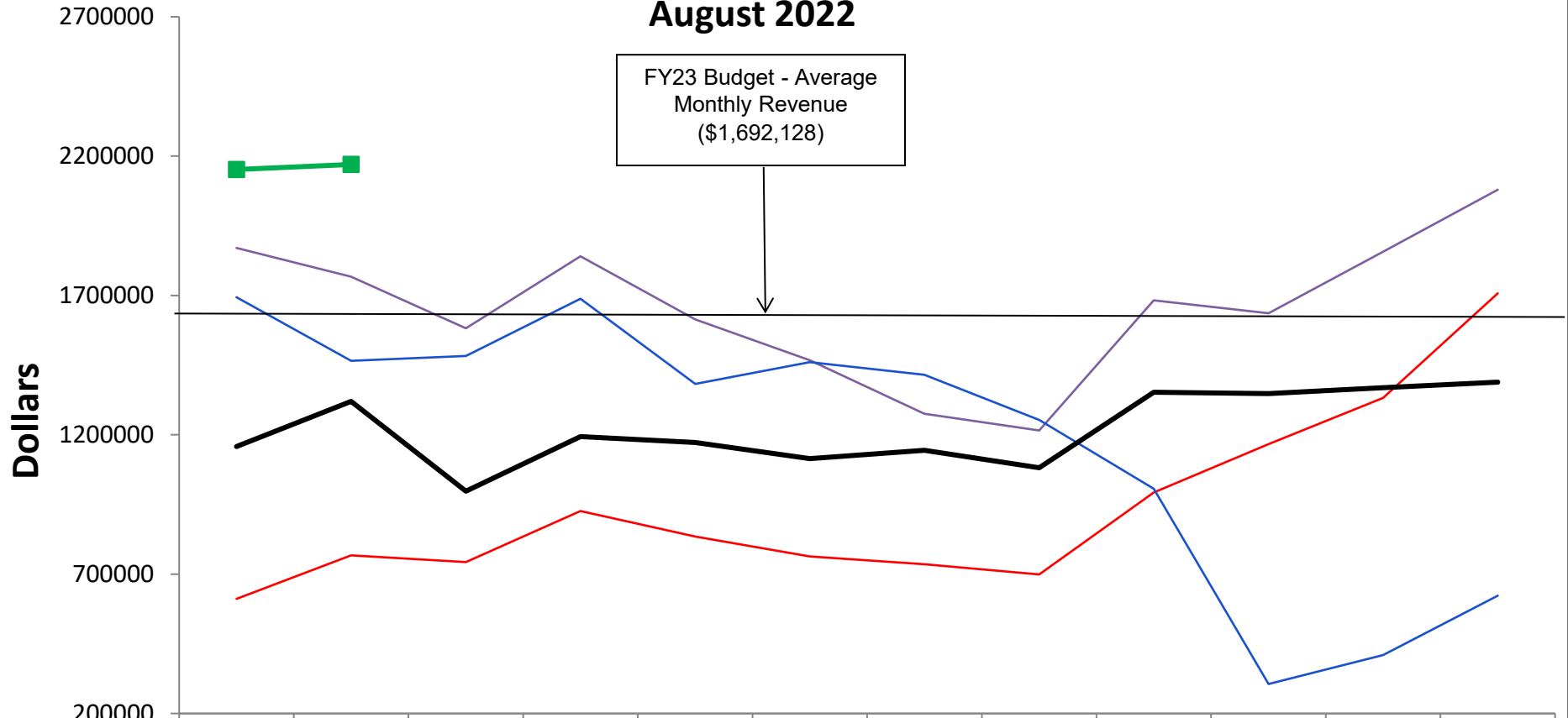
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
<i>Operating expenses</i>						
Personnel services	577,735.21	1,079,276.09	1,510,489.50	(431,213.41)	9,062,937.00	7,983,660.91
Professional services	25,703.92	33,690.92	72,733.33	(39,042.41)	436,400.00	402,709.08
Other contractual services	154,674.77	277,458.32	333,305.00	(55,846.68)	1,999,830.00	1,722,371.68
Travel and training	11,602.05	12,730.72	36,955.00	(24,224.28)	221,730.00	208,999.28
Communiations	4,932.37	6,464.39	9,700.00	(3,235.61)	58,200.00	51,735.61
Utility services	31,668.55	22,836.21	81,544.50	(58,708.29)	489,267.00	466,430.79
Rentals and leases	1,637.03	3,834.35	3,118.33	716.02	18,710.00	14,875.65
Insurance	.00	32,516.00	27,866.67	4,649.33	334,400.00	301,884.00
Advertising, printing and binding	518.72	1,066.75	1,908.33	(841.58)	11,450.00	10,383.25
Promotional activities	6,743.74	15,243.74	54,845.83	(39,602.09)	329,075.00	313,831.26
Other current charges and obligations	7,506.49	17,299.63	13,879.17	3,420.46	83,275.00	65,975.37
Operating supplies	40,127.70	60,736.33	81,916.67	(21,180.34)	491,500.00	430,763.67
Publications, subscriptions, memberships, etc.	8,025.47	8,025.47	12,200.83	(4,175.36)	73,205.00	65,179.53
Repairs and maintenance	16,228.79	21,260.94	32,200.00	(10,939.06)	193,200.00	171,939.06
Small equipment	10,293.61	15,485.04	14,583.33	901.71	87,500.00	72,014.96
Contingency	.00	.00	16,666.67	(16,666.67)	100,000.00	100,000.00
Emergency repairs	.00	.00	8,333.33	(8,333.33)	50,000.00	50,000.00
Business development	.00	.00	50,000.00	(50,000.00)	300,000.00	300,000.00
Bad debt expense	.00	13,414.54	.00	13,414.54	.00	(13,414.54)
<i>Operating expenses Totals</i>	\$897,398.42	\$1,621,339.44	\$2,362,246.50	(\$740,907.06)	\$14,340,679.00	\$12,719,339.56
<i>Depreciation</i>						
Depreciation	455,777.00	911,554.00	.00	911,554.00	.00	(911,554.00)
<i>Depreciation Totals</i>	\$455,777.00	\$911,554.00	\$0.00	\$911,554.00	\$0.00	(\$911,554.00)
Grand Totals						
REVENUE TOTALS	3,362,949.04	5,329,062.35	4,221,754.83	1,107,307.52	25,330,529.00	20,001,466.65
EXPENSE TOTALS	1,353,175.42	2,532,893.44	2,362,246.50	170,646.94	14,340,679.00	11,807,785.56
Grand Total Net Gain (Loss)	\$2,009,773.62	\$2,796,168.91	\$1,859,508.33	\$936,660.58	\$10,989,850.00	(\$8,193,681.09)

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

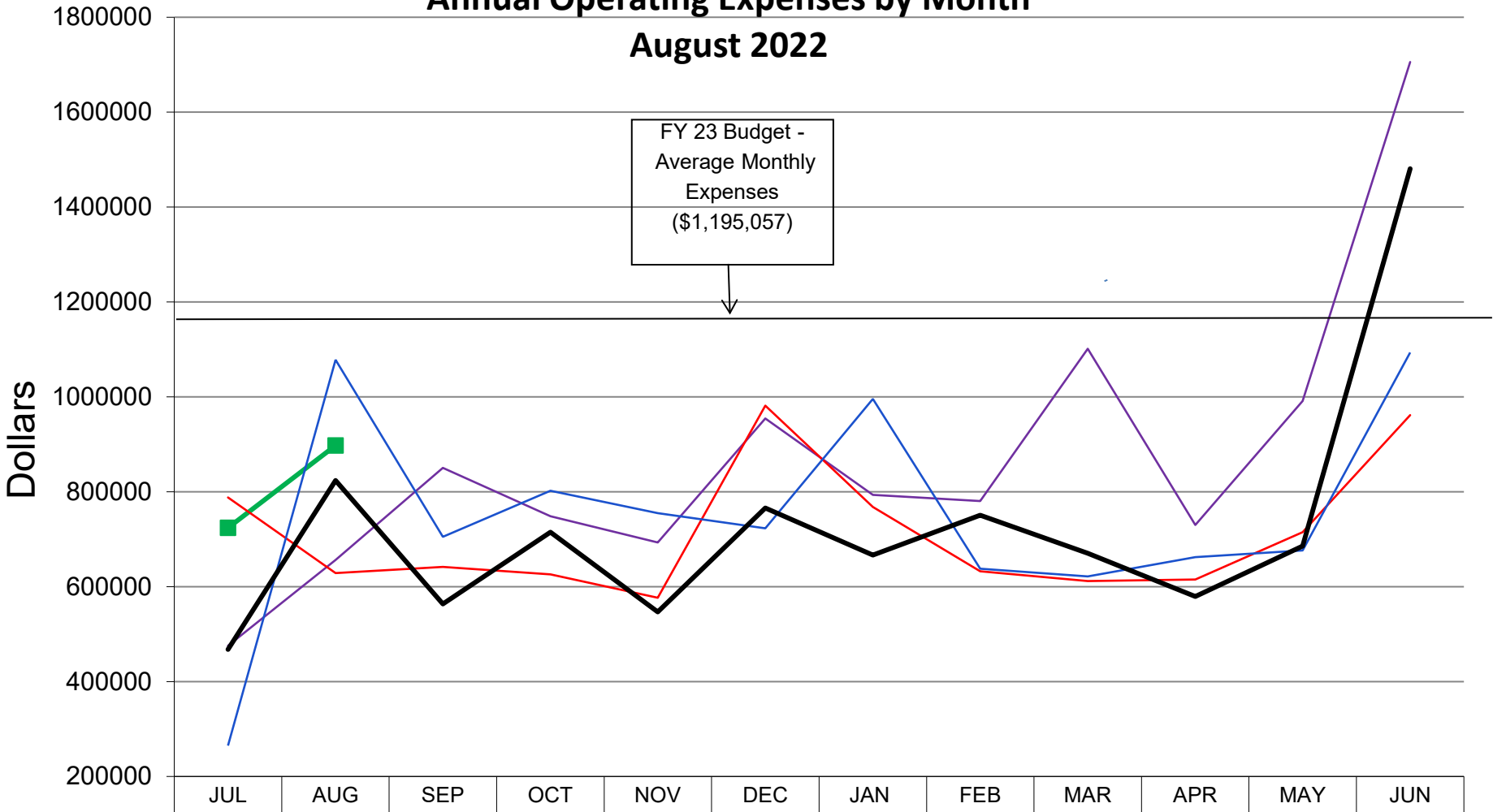
August 2022



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2023	2151973	2170060										
2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519
2021	611290	767485	743365	926512	834587	763375	735131	699104	993500	1166582	1332640	1707683
2020	1693639	1465826	1482983	1688471	1382894	1461166	1414955	1253245	1006396	305847	409453	622404
2019	1157880	1319448	997702	1193707	1171956	1114742	1144401	1081933	1352795	1348310	1369108	1388974

ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month

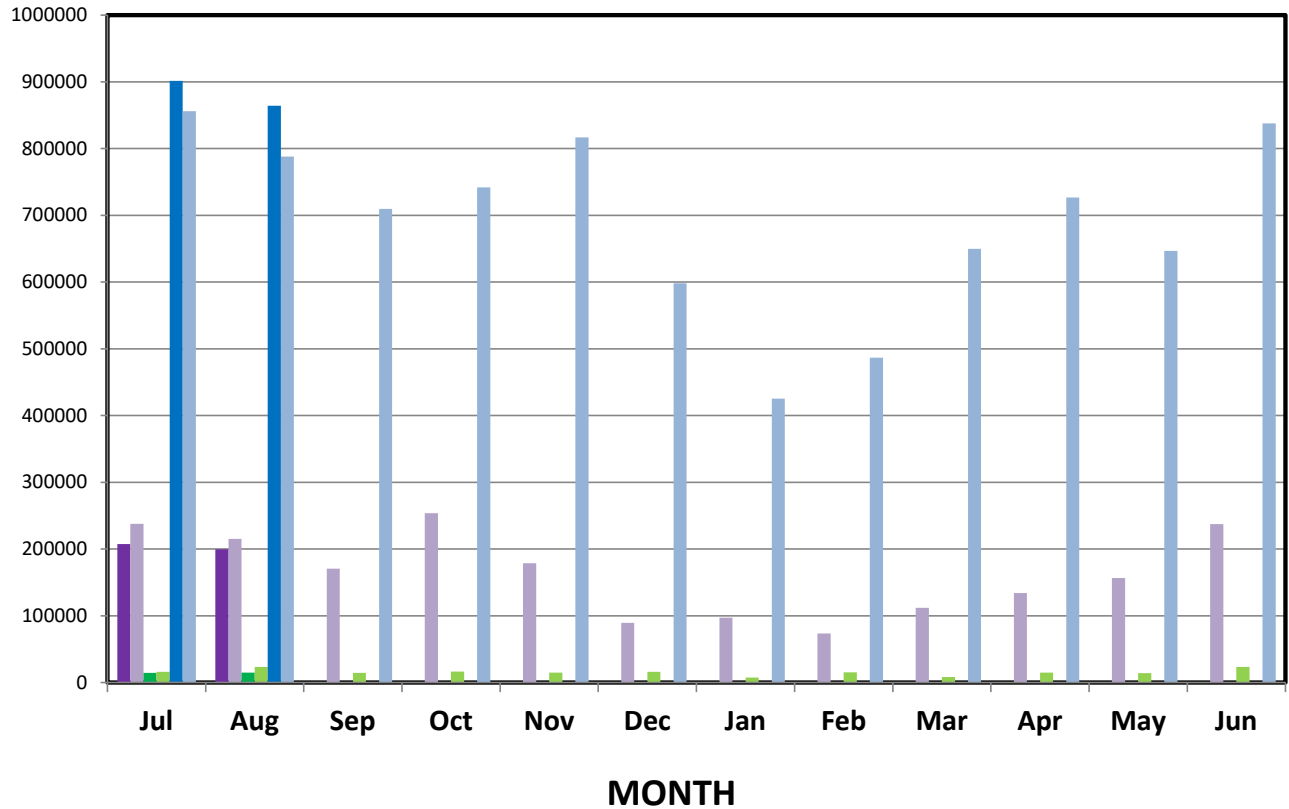
August 2022



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2023	723941	897398										
2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373
2020	264978	1077831	704819	802144	754800	722727	995620	637669	621479	662302	676330	1093523
2019	467701	823824	563350	714938	546502	766012	666544	750376	670406	579071	685414	1480804

**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
August 2022**

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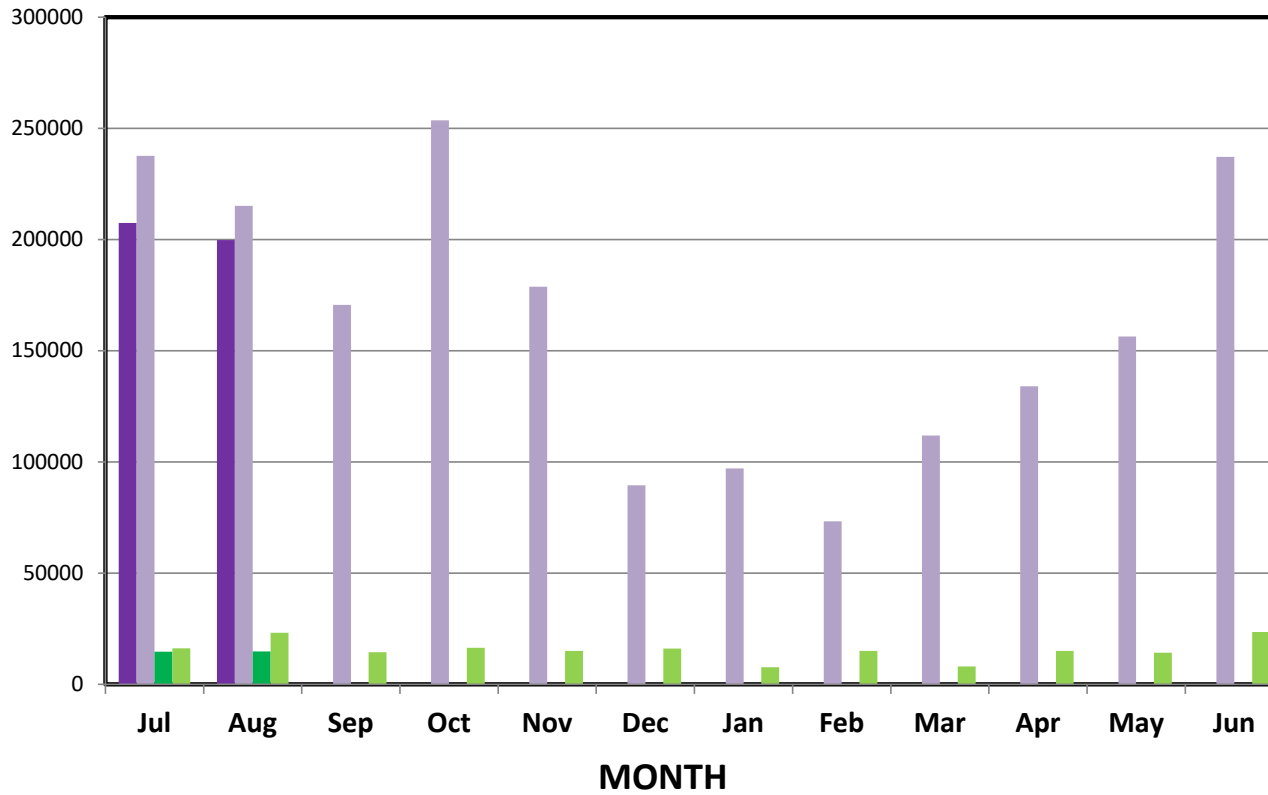


Jet A FY23
 Jet A FY22
 100LL - FY23
 100LL - FY22
 Airlines - FY23
 Airline - FY22

Jet A - 199,762 Gallons
 100LL - 14,826 Gallons
 Airline - 864,304 Gallons

**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
August 2022**

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- Jet A - FY23
- Jet A - FY22
- 100LL - FY23
- 100LL - FY22

Jet A - 199,762 Gallons
100LL - 14,826 Gallons

Greater Asheville Regional Airport Authority
Construction Project Report - October 2022

Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 10/01/2022)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 10/01/2022)	Start Date	End Date	Current Project Status (as of 10/01/2022)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$7,232,602.00	8.3%	\$19,841,396	63.8%	\$12,661,575	Nov-19	Dec-24	Design is 100% complete. CA services continues.
2	Terminal Building Renovations	CMR for Pre-Construction and CGMP1	Hensel Phelps	\$1,088,270.00	N/A	N/A	\$0.00	0.0%	\$1,088,270.00	96.3%	\$1,047,670	Dec-20	Dec-24	CMR Pre-Construction phase services.
3	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,329,368.36	N/A	N/A	\$0.00	0.0%	\$1,329,368	9.2%	\$121,775	May-22	Dec-24	Project management in process.
4	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$661,133.00	15.9%	\$4,819,056	44.3%	\$2,137,258	Mar-21	Dec-23	Design complete on original facility. FAA added space design nearing completion.
5	Parking Lot D Restart	Continue design of parking lot across highway 280.	AVCON	\$25,000.00	N/A	N/A	\$0.00	0.0%	\$25,000	87.6%	\$21,842	Jun-21	Oct-22	Project management in process.
6	Rehabilitate South GA Apron	Design apron rehabilitation	Parrish and Partners	\$565,432.00	N/A	N/A	\$0.00	0.0%	\$565,432	56.6%	\$319,818	Jun-21	Dec-22	Project management in process.
7	Airport Master Plan	Update current Master Plan	CHA	\$989,004.00	N/A	N/A	\$0.00	0.0%	\$989,004	36.9%	\$364,933	Jul-21	Feb-23	Document preparation continues. Working Papers submitted to FAA for review.
8	Stormwater Drainage Improvements	Identify deficiencies and design stormwater improvements	AVCON	\$205,000.00	N/A	N/A	\$0.00	0.0%	\$205,000	61.7%	\$126,450	Jan-22	Sep-22	Stormwater bid complete.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 10/01/2022)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 10/01/2022)	Start Date	End Date	Current Project Status (as of 10/01/2022)
1	Parking Lot D Restart	Construct parking lot across highway 280	AVCON Inc	Amount in Design Fees	Chatham Civil Construction	\$297,567	\$0	0.00%	\$489,328	0.0%	\$0	Aug-21	Oct-22	Landscaping remains to be installed in Fall.
2	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756	Gresham Smith	Amount in Design Fees	Hensel Phelps	\$84,215,656.00	\$0	0.00%	\$84,215,656.00	5.3%	\$4,437,236	Jan-22	Dec-24	CGMP 1 & CGMP 2 work continues. New lighting vault is dried in and CEP site work has begun.
3	Rehabilitate South GA Apron	Removal and replacement of pavement on South GA Apron	Parrish and Partners	Amount in Design Fees	Independence Excavating	\$6,746,800	\$0	0.00%	\$7,421,480	41.7%	\$2,816,619	May-22	Dec-22	Phase 2 is nearing completion with Phase 3 beginning early Oct.
									*(bal of approved contract)					

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**: President & CEO Supervision