



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, February 14, 2025, 8:30 a.m.
Council Chambers at Fletcher Town Hall
300 Old Cane Creek Road, Fletcher, NC 28732

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 December 13, 2024 Regular Meeting Minutes ([document](#))
 - B. Approval of the Greater Asheville Regional Airport Authority January 23, 2025 Special Meeting Minutes ([document](#))
 - C. Approval of Contract Modification with Arconas Inc. for Revised Payment Terms ([document](#))
 - D. Approval of Audit Contract for Fiscal Year Ending June 30, 2025 ([document](#))
 - E. Approval of Amendment No. 1 between Paradies Lagardère @ AVL LLC and the Greater Asheville Regional Airport Authority ([document](#))
 - F. Approval of Resolution Designating Official Depositories ([document](#))
- V. OLD BUSINESS: None



VI. NEW BUSINESS:

- A. Approval to Unseal Closed Session Minutes ([document](#))
- B. Approval of Contract with Facility Planners Inc. for a Portion of the Furniture in the New Terminal Building ([document](#))
- C. Approval of Change Order No. 5 to Hensel Phelps and Amendment 2F to Gresham Smith for the South Baggage Claim Expansion ([document](#))
- D. Approval of Construction Contract Change Order No. 5 with Kokolakis Contracting for the Air Traffic Control Tower and Associated Facilities Project ([document](#))

VII. PRESIDENT'S REPORT:

- A. Update on American and JetBlue Headquarter Visits
- B. Opening of Ticket Counters and North Concourse

VIII. INFORMATION SECTION:

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

- A. December 2024 Traffic Report ([document](#))
- B. December 2024 Monthly Financial Report ([document](#))
- C. February 2025 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:

- Presentation of FY25/26 Budget

IX. PUBLIC AND TENANTS' COMMENTS

X. CALL FOR NEXT MEETING: March 14, 2025

XI. CLOSED SESSION

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
December-24**

AIRPORT ACTIVITY

	<u>Month</u>	<u>Variance to Prior Year</u>	<u>Calendar Year to Date</u>	<u>Variance to Prior Year</u>
Passenger Enplanements	75,612	(14.7%)	1,094,197	(2.8%)
Aircraft Operations				
Commercial	2,099	(9.9%)	31,800	1.7%
Scheduled Flights	929	(7.0%)		
Flight Cancellations	65			
Seats	92,511	(17.3%)	1,410,577	2.7%
Load Factor	81.7%	3.1%	77.6%	(5.4%)
General Aviation	2,188	(27.4%)	42,012	(8.5%)
Military	160	(25.6%)	3,302	(14.8%)

FINANCIAL RESULTS

	<u>Month</u>	<u>Variance to Budget</u>	<u>Fiscal Year to Date</u>	<u>Variance to Budget</u>
Operating Revenues	\$ 2,201,701	(6.9%)	\$ 15,320,836	(10.8%)
Operating Expenses	991,982	(44.7%)	8,075,523	(30.6%)
Net Operating Revenues before Depreciation	<u>\$ 1,209,719</u>		<u>\$ 7,245,313</u>	
Net Non-Operating Revenues	<u>\$ 259,839</u>		<u>\$ 2,218,094</u>	
Grants:				
Federal Grants	\$ -		\$ 18,553	
NC Dept of Transportation Grants	4,321,638		6,101,598	
Total	<u>\$ 4,321,638</u>		<u>\$ 6,120,151</u>	

CASH

Restricted - PFC Revenue Account	\$ 23,982,372
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 852,277
Restricted - Bond Series 2022A	\$ 196,469,022
Restricted - Bond Series 2023	\$ 47,623,930
Designated for O&M Reserve	14,775,556
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	49,593,270
Total	<u>\$ 333,946,427</u>

RECEIVABLES PAST DUE

	<u>Total</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>Over 60 Days</u>
Advertising Customers	16,273	6,803	3,200	6,270
Delta	1,530	480	1,050	-
FAA	50,580	16,796	16,797	16,987
Paradies	774	774	-	-
Signature	150	150	-	-
TSA	330	-	-	330
United	240	-	-	240
Miscellaneous	5,390	-	390	5,000
Total	<u>\$ 75,267</u>	<u>\$ 25,003</u>	<u>\$ 21,437</u>	<u>\$ 28,827</u>
% of Total Receivables	<u>7.33%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	<u>Original Amount</u>	<u>Current Balance</u>
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 10,860,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
Terminal Revenue Bond, Series 2022A	185,000,000	185,000,000
Terminal Revenue Bond, Series 2023	175,000,000	175,000,000
	<u>\$ 381,000,000</u>	<u>\$ 370,860,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 316,641,615
Year-to-Date Spending	\$ 50,276,410

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
December 13, 2024**

The Greater Asheville Regional Airport Authority (“Authority”) met on Friday, December 13, 2024 at 8:30 a.m. in Council Chambers at the Fletcher Town Hall, 300 Old Cane Creek Road, Fletcher, NC 28732.

MEMBERS PRESENT: Brad Galbraith, Chair; Britt Lovin, Vice-Chair; Susan Russo Klein; Nathan Kennedy; Laura B. Leatherwood; and Gene O. Bell

MEMBERS ABSENT: Carl H. Ricker, Jr.

STAFF AND LEGAL COUNSEL PRESENT: Sabrina Presnell Rockoff, Authority Legal Counsel; Lew Bleiweis, President & CEO (“president”); Lexie Farmer, Chief Operations Officer; Tina Kinsey, Chief Administrative Officer; 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; Wendi Sparks, Telecommunications Supervisor; Beauford Rice, Maintenance Supervisor Airfield; Kyle Montague, IT Systems Technician; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Travis Bird, Avcon, Inc.; Felicia Sonmez, Blue Ridge Public Radio

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

EMPLOYEE RECOGNITIONS: The Chair recognized Wendi Sparks with a service award and gift for her 20 years of service with the Authority.

The Chair also recognized Beauford Rice with a service award and gift for his 15 years of service with the Authority.

PRESENTATIONS: None

FINANCIAL REPORT: The president delivered a review of enplanements, aircraft operations, and general aviation activity for the month of October and stated that the decline in seats in the market and passenger activity was directly attributable to Hurricane Helene. Janet Burnette reported on the financial activity for the month of October.

Ms. Russo Klein arrived at 8:40 a.m.

CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority November 8, 2024 Regular Meeting Minutes: Dr. Leatherwood moved to approve the November 8, 2024 Regular Meeting Minutes of the Greater Asheville Regional Airport Authority. Mr. Lovin seconded the motion and it carried with a 5 to 0 vote.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval of Amendment No. 1 to Hangar and Facility Lease Agreement between Allegiant Air, LLC and the Greater Asheville Regional Airport Authority: Christina Madsen reminded the Board that removal of aircraft ramp and hangar space from the Signature Flight Support ("Signature") leasehold was approved at the November 8, 2024 Authority Board Meeting. As they continue to grow in Asheville, Allegiant Air, LLC ("Allegiant") has requested additional space to support their maintenance operations. Mrs. Madsen stated that the addition of 7,900 sf of hangar and office space and 45,000 sf of ramp area to the agreement with Allegiant would provide \$194,133 in additional annual rent to the Authority. Mrs. Madsen detailed the terms of the agreement and advised the Board that the annual rent from Allegiant would be a net increase in revenue of over \$140,000 annually to compensate for the loss in revenue from removal of this area from Signature's leasehold.

Mr. Lovin moved to approve Amendment No. 1 to Hangar and Facility Lease Agreement with Allegiant Air, LLC. and authorize the President & CEO to execute the necessary documents. Dr. Leatherwood seconded the motion and it carried with a 5 to 0 vote.

B. Approval of Contract with Arconas Inc. for a Portion of the Furniture in the New Terminal Building: Jared Merrill informed the Board that a Request for Proposals ("RFP") for terminal furniture was published in September. A selection committee reviewed the eight proposals received and selected two companies to supply the furniture needs for the terminal building. Arconas Inc was selected to supply the tandem holdroom furniture as well as outdoor benches and waste receptacles, and Facility Planners, Inc. ("FPI") was selected to supply supplemental furniture for the common areas of the terminal.

Mr. Bell arrived at 8:50 a.m.

Mr. Merrill stated that staff would bring the contract with FPI to the Board in February. The RFP did not include furniture for the new Administration offices and that RFP will be issued at a later date. The contract with Arconas Inc. for the holdroom furniture and outdoor benches and waste receptacles totals \$1,183,518.70 and Mr. Merrill stated that the expense for this furniture has been included in the project budget and will be paid for using airport funds. Mr. Merrill presented sample images of the furniture to be supplied by both Arconas Inc. and FPI.

Mr. Kennedy moved to approve Contract with Arconas Inc. for a portion of the furniture for the new terminal in the amount of \$1,183,518.70 and authorize the President & CEO to execute the necessary documents. Ms. Russo Klein seconded the motion and it carried unanimously.

The president informed the Board that the following item was being added to the agenda:

C. Approval of Amendment No. 1 to Reimbursement Agreement with Sheetz, Inc. and the Greater Asheville Regional Airport Authority: Christina Madsen stated that a Reimbursement Agreement with Sheetz, Inc. was previously approved by the Board in March of 2024 for the design and construction of additional vehicle parking requested by the Authority. At that time the cost of the additional vehicle parking was estimated to be \$2.2 million and the design was at 40%. Sheetz has completed 90% construction drawings and the cost has been updated to \$2,383,893.50. Mrs. Madsen further stated that staff recommends continuing with the construction of the additional parking and reimbursement to Sheetz upon completion of the project. Funds have been included in the fiscal year budget for reimbursement to Sheetz.

Dr. Leatherwood moved to approve Amendment No. 1 to the Reimbursement Agreement with Sheetz, Inc. and authorize the President & CEO to execute the necessary documents. Mr. Lovin seconded the motion and it carried unanimously.

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

A. Hurricane Relief Partners: The president commented that in addition to the resolution which the Board approved at the November meeting, thank you letters were sent to the many people and agencies that assisted in many capacities following Hurricane Helene. The president read a letter to the Board that had been received from the NC State Highway Patrol following their receipt of the Authority's thank you letter.

B. Hurricane Helene Assistance: The president remarked that the aviation trade organizations, Airports Council International-NA and American Association of Airport Executives, reached out to aviation partners throughout the country to collect funds for airport employees affected by Hurricane Helene and Hurricane Milton. The president was

pleased to report that 22 Asheville Regional Airport employees who sustained personal property damage received assistance from this disaster relief fund.

C. Sit 'n Sip Program Update: Christina Madsen reported that since its inception last month the Sit and Sip program has been doing well. Mrs. Madsen stated that the Sit 'n Sip program generated 7% of all alcohol sales in November of 2024 as compared to alcohol sales from November of 2023. Staff hopes to reach the 25% projection soon. There have been no problems reported to date with the program.

D. Update on Allegiant Headquarter Visit: The president and Tina Kinsey recounted their recent visit to Allegiant headquarters. Victoria Isley with Explore Asheville and Carrie Kelly, the Authority's air service consultant, accompanied the president and Mrs. Kinsey on the visit and the group met with many of Allegiant's team members. Mrs. Kinsey is working on scheduling meetings with other airline partners.

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 January 10, 2025 at Council Chambers, Fletcher Town Hall.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: None

ADJOURNMENT: Ms. Russo Klein moved to adjourn the meeting at 9:15 a.m. Mr. Bell seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair

**SPECIAL MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
January 23, 2025**

The Greater Asheville Regional Airport Authority ("Authority") met on Thursday, January 23, 2025 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 134 Wright Brothers Way, Fletcher, NC 28732.

MEMBERS PRESENT: Brad Galbraith, Chair; Britt Lovin, Vice-Chair; Carl H. Ricker, Jr.; Susan Russo Klein; Nathan Kennedy; Laura B. Leatherwood; and Gene O. Bell

MEMBERS ABSENT: None

STAFF PRESENT VIRTUALLY: Lew Bleiweis, President & CEO ("president"); and Tina Kinsey, Chief Administrative Officer

STAFF AND LEGAL COUNSEL PRESENT: Sabrina Presnell Rockoff, Authority Legal Counsel; Janet Burnette, Chief Financial Officer; Lexie Farmer, Chief Operations Officer; Christina Madsen, VP – Business Development and Properties; Jared Merrill, VP - Planning; and Ellen Heywood, Clerk to the Board

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

EMERGENCY COMMERCIAL NORTH APRON RECONSTRUCTION: Jared Merrill distributed photos of the north portion of the commercial apron pavement to provide a visual of the area as well as phasing drawings to highlight the impact the reconstruction will have to the gates when the north concourse is opened. Mr. Merrill stated that the north portion of the commercial apron which was constructed in 2005 was planned for rehabilitation in 2027 in the Capital Improvement Plan ("CIP"). Due to accelerated deterioration of the apron, staff requested that the Authority's consultants evaluate the pavement. The evaluation showed extensive Alkali-silica reaction ("ASR") and it was discovered that there was no stone base under this ramp, necessitating a more detailed design and reconstruction rather than rehabilitation. Mr. Merrill further stated that due to time constraints for the opening of the north concourse, the quickest solution was to add the reconstruction to the Terminal Modernization and Expansion project. A change order with Hensel Phelps will allow a subcontractor to work on the reconstruction project. To design the north apron reconstruction, an amendment to the design contract for the Terminal Modernization and Expansion project will also be necessary and staff has negotiated with Gresham Smith and Avcon to complete the design, geotechnical and survey work.

Mr. Merrill informed the Board that the estimate from Hensel Phelps for this work was \$7,288,234.00 and the additional design cost with Gresham Smith and Avcon was \$336,800.00. The rehabilitation of this apron was included in the CIP for \$3,200,000.00. However, since this is a full reconstruction, it will be necessary to add an additional \$4,000,000.00 to the CIP budget.

After brief discussions concerning the condition of the concrete and the current testing for ASR, the timing of the opening of the north concourse, and the impact to a number of gates and aircraft parking positions, Dr. Leatherwood moved to approve the change order to Hensel Phelps in the amount of \$7,288,234.00 to add the Ramp Reconstruction scope of work to their contract for the Terminal Project; approve the amendment to the design contract with Gresham Smith in the amount of \$336,800.00; authorize the President & CEO to execute the necessary documents; and amend the FY24/25 budget by adopting the following budget ordinance amendment. Mr. Lovin seconded the motion and it carried unanimously.

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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$7,625,034.00
Totals		\$7,625,034.00

This will result in a net increase of \$7,625,034.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$7,625,034.00
Totals		\$7,625,034.00

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 23rd day of January, 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to Board

APPROVAL OF AMENDMENT NO. 2 TO GROUND LEASE AND AGREEMENT BETWEEN SHEETZ, INC. AND THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY: Christina Madsen reminded the Board that at the November Board meeting the due diligence period for Sheetz, Inc. (“Sheetz”) was extended to February 5, 2025 and the effective date for the rent to commence was May 10, 2025. Sheetz has been working with the North Carolina Department of Environmental Quality (“NCDEQ”) on permits for this project. Ms. Madsen briefed the Board on the issue with one of the permits and stated that additional time will be needed for the NCDEQ to review and approve the permit. This will extend past the due diligence date of February 5, 2025, and Sheetz has requested an extension of the due diligence period. Staff agrees and recommends amending the due diligence period to expire on May 5, 2025 and the ground rent commencement date to July 1, 2025. Ms. Madsen further stated that budgeted Fiscal Year 2025 revenue would not commence until Fiscal Year 2026 and would require the following budget amendment:

[INTENTIONALLY LEFT BLANK]

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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Transfer to GARAA Cash	\$49,229.00	
Totals	<u>\$49,229.00</u>	<u> </u>

This will result in a net increase of \$49,229.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Land Leases	\$49,229.00	
Totals	<u>\$49,229.00</u>	<u> </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 23rd day of January, 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Ricker moved to approve Amendment No. 2 to Ground Lease and Agreement between Sheetz, Inc. and the Greater Asheville Regional Airport Authority; authorize the President & CEO to execute the necessary documents; and amend the FY24/25 budget by adopting the budget ordinance amendment presented by staff. Ms. Russo Klein seconded the motion and it carried unanimously.

ADJOURNMENT: Mr. Lovin moved to adjourn the meeting at 9:09 a.m. Ms. Russo Klein 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 Board

FROM: Jared Merrill
Vice President – Planning

DATE: February 14, 2025

ITEM DESCRIPTION – Consent Item C

Approval of Contract Modification with Arconas Inc. for Revised Payment Terms

BACKGROUND

On December 13, 2024, the Board approved the contract with Arconas Inc. for the tandem seating in the new Terminal. Upon further review, it has been determined Arconas could not move forward with the draft payment terms and require a deposit to place the order.

Airport staff have worked with the Arconas Account Manager to negotiate these new payment terms. These revised terms would include a 25% deposit per phase to Arconas once the Airport has reviewed and approved the shop drawings and submittals.

This will not affect the overall pricing that was approved in December 2024.

ISSUES

None.

ALTERNATIVES

The Authority Board could elect not to move forward with the award of this contract revision.

FISCAL IMPACT

This will not affect the pricing already approved.

Consent – Item C



RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Contract payment terms revision with Arconas Inc.; and (2) authorize the President & CEO to execute the necessary documents.

AGREEMENT

AIRPORT TERMINAL BUILDING FURNISHINGS FOR THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

This Agreement made and entered into this ____ day of _____, 2025, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY (the “Authority”) and ARCONAS INC. (the “Company”).

WITNESSETH:

The Authority desires to allow the Company the right and obligation to construct, manufacture, sell, transfer and deliver newly manufactured Airport Terminal Building Furnishings to the Airport (the “Product”) in the manner and frequency as specified in this Agreement.

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, deliver and install in accordance with the terms set forth in the Request for Proposals (RFP) and subsequent Agreement Documents, the Product offered by the Company and as the Authority has described in the RFP. 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: See attached proposal from Arconas, Inc. dated December 6, 2024

3.2 Description: See attached proposal from Arconas, Inc. dated December 6, 2024

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 effect 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 _____, 2024 and ending upon delivery and acceptance of agreed upon units of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

6.1 The Authority shall pay the Company the lump sum amount of \$1,183,518.70 for furnishing the Product.

6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior written approval of 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 \$5,000,000.00 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, Performance and Payment Bonds provided by Company as part of its bid and Agreement for the Product.

IX. DELIVERY AND INSTALLATION

9.1 The Product shall be delivered FOB to the Greater Asheville Regional Airport Authority, 61 Terminal Drive, Fletcher, and NC 28732. Delivery of the Product shall be coordinated with the Chief Operating Officer, or other designated representative.

9.2 All pricing shall be based on F.O.B. destination delivery. The product shall be delivered via transport trailer and to the delivery location from its point of manufacture.

X. INVOICE AND PAYMENT

10.1 Payment terms are 25% deposit upon approved shop drawings/submittals for order of each phase. Payments will be net 30 days from Company's invoice date, which shall be no sooner than the delivery to the Asheville Regional Airport, and the acceptance date of the Product by the Authority, on a phase by phase basis.

10.2 Invoice shall be directed to:
Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

10.3 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 TERMINATION FOR CONVENIENCE : The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may

be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- a. Contractor must immediately discontinue work as specified in the written notice.
- b. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- c. Discontinue orders for materials and services except as directed by the written notice.
- d. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- e. Complete performance of the work not terminated by the notice.
- f. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- g. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- h. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- i. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- j. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

13.2 TERMINATION FOR CAUSE: The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

- a. Fails to begin the Work under the Contract within the time specified in the Notice- to- Proceed;
- b. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- c. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- d. Fails to comply with material provisions of the Contract;
- e. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- f. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default. If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

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: Arconas Inc.
 Attn: Account Manager
 220 S. Elm Street
 High Point, NC 27260

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 a writing 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. Nondiscrimination. 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 noncompliance. 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 employee 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:

1. Notice of Request for Proposals
2. Request for Proposals Document
3. Company Submittal to RFP (Proposal)
4. Agreement
5. Insurance Certificates
6. Bid Bond, Payment and Performance Bonds

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.

COMPANY:

ARCONAS INC.

GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY

BY: _____

Scott Jelliman
Account Manager

BY: _____

Lew Bleiweis, A.A.E.
President and CEO

WITNESS:

TITLE: _____

TITLE: _____



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: February 14, 2025

ITEM DESCRIPTION – Consent Item D

Approval of Audit Contract for Fiscal Year Ending June 30, 2025

BACKGROUND

In 2021, Authority Staff issued a Request for Proposal for audit services, for up to five years, and the Board chose Martin Starnes & Associates as the Authority's auditors. We have been pleased with their services and would now like to engage them for a fifth year. We are presenting a contract for auditing services with Martin Starnes & Associates for the annual audit for the fiscal year ended June 30, 2025.

ISSUES

None

ALTERNATIVES

The Board could elect to reject the current contract being presented by Martin Starnes & Associates and request staff to seek alternate firms to conduct the fiscal year end audit.

FISCAL IMPACT

The contract fee for services rendered by Martin Starnes & Associates is \$34,400. The expense for audit services will be paid from the FY2026 Finance Department budget.

Consent – Item D



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the contract for audit services with Martin Starnes & Associates in the amount of \$34,400, and (2) authorize the Board Chair to execute the necessary documents.

Attachment

MARTIN STARNES

& ASSOCIATES, CPAs, P.A.

“A Professional Association of Certified Public Accountants and Management Consultants”

February 6, 2025

Greater Asheville Regional Airport Authority
Attn: Janet Burnette, CFO
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Martin Starnes & Associates, CPAs, P.A. (“we”) are pleased to provide the Greater Asheville Regional Airport Authority (“you” or “your”) with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, “Agreement”). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party’s responsibilities.

Engagement Objective and Scope

We will audit the business-type activities of the Greater Asheville Regional Airport Authority as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Greater Asheville Regional Airport Authority’s basic financial statements as listed in the table of contents.

In addition, we will audit the entity’s compliance over major federal and state award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Greater Asheville Regional Airport Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Budgetary schedules
- Schedule of Expenditures of Federal and State Awards
- Passenger Facility Charge Program schedule(s)

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Greater Asheville Regional Airport Authority's ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the Greater Asheville Regional Airport Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an

audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Reporting

We will issue a written report upon completion of our audit of the Greater Asheville Regional Airport Authority's basic financial statements. Our report will be addressed to the governing body of the Greater Asheville Regional Airport Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

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

We also are responsible for communicating with the Authority's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the Greater Asheville Regional Airport Authority's significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgement, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Audit of Major Program Compliance

Our audit of the Greater Asheville Regional Airport Authority's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot

provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
5. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
6. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
7. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
23. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Limitations of the Audit Report

Should the Authority wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Authority will not include or incorporate by

reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- Preparation of auditor portions of Data Collection Form
- Preparation of LGC's data input worksheet
- Clerical services

We will not assume management responsibilities on behalf of the Greater Asheville Regional Airport Authority. However, we will provide advice and recommendations to assist management of the Greater Asheville Regional Airport Authority in performing its responsibilities.

The Greater Asheville Regional Airport Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Electronic Transmittals

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

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

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we

cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Authority is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Timing of Engagement

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

Provisions of Engagement Administration and Fees

Tonya Thompson is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

Audit Fee (includes up to 3 major programs)	\$ 29,600
Financial Statement Drafting	3,300
	<u>\$ 32,900</u>
Additional Fees:	
Charge per major program in excess of 3	<u>\$ 1,500</u>

Please note that the fees above include up to 3 major programs, as indicated. The “total amount not to exceed” listed on the audit contract also includes up to 3 major programs. If the total number of major programs exceeds 3 and the “total amount not to exceed” needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The Authority agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Greater Asheville Regional Airport Authority’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Authority at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the Authority for the first time.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the Authority is unable to provide such schedules, information, and assistance, the Firm and the Authority will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff or accommodate the Authority's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$410 per hour.

Non-Solicitation of Employees and Independent Contractors

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief

in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, “external party” or “external parties”), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Records Management

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other

deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A.,

and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Agreement shall survive termination of the Agreement: Waiver of Certain Damages and Statute of Limitations.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Statute of Limitations

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one(1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or

the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

Waiver of Certain Damages

In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of Trial by Jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Greater Asheville Regional Airport Authority by:

Signature: _____

Title: _____

Date: _____

The of and	Governing Board Board of Directors
	Primary Government Unit Greater Asheville Regional Airport Authority
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Janet Burnette	CFO, Greater Asheville Regional Airport Authority	jburnette@flyavl.com

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Greater Asheville Regional Airport Authority
Audit Fee (financial and compliance if applicable)	\$ 29,600 (includes single audit for up to 3 programs)
Fee per Major Program (if not included above)	\$ 1,500 per major program in excess of 3
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 3,300
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 32,900 (includes up to 3 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* <i>Amber Y. McGhinnis</i>
Date* 02/06/25	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Greater Asheville Regional Airport Authority	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Brad Galbraith, Chair	Signature*
Date	Email Address* brad.galbraith@flyavl.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 32,900 (includes up to 3 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Janet Burnette, CFO	Signature*
Date of Pre-Audit Certificate*	Email Address* jburnette@flyavl.com

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)* N/A	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024



MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina M. Madsen, Vice President - Business Development & Properties

DATE: February 14, 2025

ITEM DESCRIPTION – Consent Item E

Approval of Amendment No. 1 between Paradies Lagardère @ AVL LLC, and the Greater Asheville Regional Airport Authority

BACKGROUND

The Board approved an agreement for the new terminal concessions program with Paradies Lagardère @ AVL LLC (Paradies) on June 17, 2024. As we begin the opening of the first phase of the new terminal, there will be temporary locations until our entire program is complete. These temporary locations are Aletitude and Costa Coffee kiosks. The spaces are identified on the attached Exhibit A-1. This amendment will allow Paradies to obtain permits with the North Carolina liquor commission and health department.

These spaces are necessary as the liquor and coffee locations do not come on-line until phase two of the project.

ISSUES

None.

ALTERNATIVES

The Board could deny the request to amend the concession agreement.

FISCAL IMPACT

It is anticipated with this contract change, the revenue to the Authority will be approximately \$170,000 per year.

Consent - Item E



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the agreement amendment as described above with Paradies Lagardère @ AVL LLC, and (2) authorize the President & CEO to execute the necessary documents.

Attachment

AMENDMENT No. 1
TO
FOOD AND BEVERAGE/RETAIL
CONCESSION AGREEMENT

THIS FIRST AMENDMENT made and entered into this _____ day of February 2025, by and between The Greater Asheville Regional Airport Authority, (“Authority”), and Paradies Lagardère @ AVL LLC., (“Paradies”), hereinafter the (“Parties”).

WITNESSETH:

WHEREAS, Authority and Paradies entered into that certain Food and Beverage/Retail Concession Agreement dated June 17, 2024 (the “Concession Agreement”); and

WHEREAS, The Greater Asheville Regional Airport Authority (“Authority”) was created pursuant to Session Law 2012-121 by the General Assembly of North Carolina on June 28, 2012; and,

WHEREAS, The parties desire to add additional temporary concession space during the first phase of the new terminal construction; and

WHEREAS, the parties wish to amend the Concession Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereby agree that the Concession Agreement be amended, effective upon execution, as follows:

1. Article 2 – RIGHTS AND PRIVILEGES GRANTED TO PARADIES, Paragraph A. Rights and Premises is hereby deleted and replaced with the following:

A. Rights and Premises.

The Authority hereby grants to Paradies the non-exclusive right and privilege, and Paradies hereby assumes the obligation, to rent, construct, occupy, equip, furnish, and maintain the facilities for the operation of food and beverage and retail services in the Terminal, shown on the attached Exhibit “A-1” and incorporated herein, and in accordance with the provisions of this Agreement consisting of approximately 8,253 square feet of Food & Beverage Space, and 4,608 square feet of retail space shown in the table below. In addition, the Parties agree to allow Paradies two temporary locations approximately 1,300 square feet for Aletitude and Costa Coffee kiosks for Phase I. These temporary locations will be terminated upon written notice by the Authority to Paradies when the final Phase 2 locations are all operational. All improvements made to

the temporary premises will remain the property of the Authority excluding the fixtures within the temporary spaces.

AVL - Paradies Concessions Spaces			
Food & Beverage	Sq.Ft.	Retail	Sq.ft
CC1 - Phase II	3600	MT1 - Phase II	618
CC4 - Phase II	732	CC2 - Phase II	1500
NC1 (2 QSR) - Phase I	2821	CC3 Future	1320
NC4 temp Aletitude Phase I	1000	NC3 - Phase I	1170
NC3A - temp Costa Coffee Phase I	300		
SC1 - Phase II	1100		
Total	8253	Total	4608
Storage Space - SR2	1655		
Storage Space - SR1	1393		

2. **Exhibit "A"** Premises is hereby deleted in its entirety and replaced in its stead with **Exhibit "A-1"** Premises attached hereto and made a part hereof.
3. All other terms of this Food and Beverage/Retail Concession Agreement not specifically amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Amendment to be executed effective as of the day and year first above written.

PARADIES LAGARDÈRE AVL, LLC.

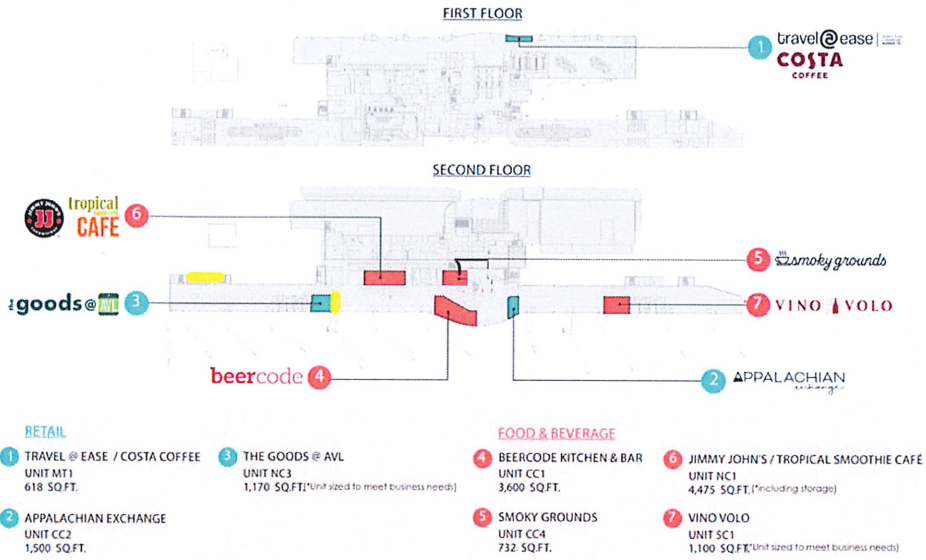
**THE GREATER ASHEVILLE
REGIONAL AIRPORT AUTHORITY**

BY: 

 Gregg Paradies
 President & CEO

BY: _____
 Lew Bleiweis, A.A.E.
 President & CEO

Exhibit "A-1" Premises



Temporary Locations

**RESOLUTION DESIGNATING OFFICIAL BANKING DEPOSITORIES
OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

WHEREAS, the Greater Asheville Regional Airport Authority (“GARAA”) is a public authority pursuant to the laws of North Carolina; and,

WHEREAS, the GARAA last updated its official banking depositories by resolution dated April 26, 2013; and,

WHEREAS, the GARAA official depositories list requires an update; and

WHEREAS, the GARAA is of the opinion that it is in the best interests of the GARAA to designate the depositories listed below as its official depositories.

NOW, THEREFORE, BE IT RESOLVED by the Greater Asheville Regional Airport Authority that:

1. The Finance Officer of the GARAA is authorized to deposit funds of the GARAA in the following depositories:

- Bank of America, N.A.
- First-Citizens Bank & Trust Company
- The Bank of New York Mellon Corporation
- The North Carolina Capital Management Trust

2. As a public authority pursuant to the laws of North Carolina, all employees of the GARAA and all board members of the GARAA shall abide by the requirements of the North Carolina Local Government Budget and Fiscal Control Act as set forth therein.

3. Copies of this resolution shall be forwarded to the depositories designated herein.

4. All prior resolutions in conflict herewith are hereby repealed to the extent of such conflict.

5. All acts and doings of officers, employees and agents of the GARAA, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

6. That this resolution is effective upon its adoption.

This the 14th day of February, 2025.

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: February 14, 2025

ITEM DESCRIPTION – New Business Item A

Approval to Unseal Closed Session Minutes

BACKGROUND

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

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

ISSUES

None

ALTERNATIVES

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

FISCAL IMPACT

None

RECOMMENDED ACTION

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

New Business – Item A



MEMORANDUM

TO: Members of the Airport Authority Board

FROM: Jared Merrill
Vice President – Planning

DATE: February 14, 2025

ITEM DESCRIPTION – New Business Item B

Approval of Contract with Facility Planners Inc. (FPI) for a Portion of the Furniture in the New Terminal Building

BACKGROUND

As the Authority Board is aware, the new North Concourse is scheduled to open in June 2025. To meet this deadline, the Authority published a Request for Proposals (RFP) for the Terminal Furniture on September 25, 2024. This RFP was specifically written to give the Authority flexibility to choose multiple firms based on the furniture they propose. Prior to the deadline of November 4, 2024, the Authority received eight proposals. Authority staff created a selection committee, scored each proposal based on the quality of the proposals, types of furniture for each space, and price. Upon scoring the proposals and reviewing feedback from the Program Manager and Design Team, the committee selected two companies to supply the furniture needs for the new Terminal Building.

The Board approved the contract with Arconas Inc. in December 2024 for the tandem seating, outdoor benches, and waster receptacles in the new Terminal. Airport staff selected FPI to supply all of the supplemental furniture such as tables, chairs, stools, and bench seating for the common areas for the Terminal. FPI scored the highest for these specific items.

FPI has revised their proposal to only include the furniture the selection committee determined would be needed to supplement the furniture being provided by Arconas. The updated proposal is \$1,852,616.66.

New Business – Item B



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
New Business Item B
Contract Approval – Terminal Furniture FPI

This RFP did not include the furniture for the new Administration Offices. An RFP for that furniture will be created closer to the opening of this space once the South Concourse is complete.

ISSUES

None.

ALTERNATIVES

The Authority Board could elect not to move forward with the award of this contract. However, this could delay the opening of the new North Concourse.

FISCAL IMPACT

This portion of the furniture supplied by Facility Planners Inc. will total \$1,852,616.66. This cost was included in the previously approved Terminal Project budget and is expected to be paid for utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Contract with Facility Planners Inc. for the supplemental furniture in the amount of \$1,852,616.66; and (2) authorize the President & CEO to execute the necessary documents.

AGREEMENT

AIRPORT TERMINAL BUILDING FURNISHINGS **FOR THE** **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

This Agreement made and entered into this ____ day of _____, 2025, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY (the “Authority”) and FACILITY PLANNERS INC. (the “Company”).

WITNESSETH:

The Authority desires to allow the Company the right and obligation to construct, manufacture, sell, transfer and deliver newly manufactured Airport Terminal Building Furnishings to the Airport (the “Product”) in the manner and frequency as specified in this Agreement.

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, deliver and install in accordance with the terms set forth in the Request for Proposals (RFP) and subsequent Agreement Documents, the Product offered by the Company and as the Authority has described in the RFP. 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: See attached proposals from Facility Planners Inc. dated February 4, 2025

3.2 Description: See attached proposals from Facility Planners Inc. dated February 4, 2025

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 effect 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 Warranty periods will begin once furniture is installed and approved by the Authority per each phase of the project.

V. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall be for a term beginning _____, 2025 and ending upon delivery and acceptance of agreed upon units of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

6.1 The Authority shall pay the Company the lump sum amount of \$1,852,616.66 for furnishing the Product.

6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior written approval of 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 \$5,000,000.00 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, Performance and Payment Bonds provided by Company as part of its bid and Agreement for the Product.

IX. DELIVERY AND INSTALLATION

9.1 The Product shall be delivered FOB to the Greater Asheville Regional Airport Authority, 61 Terminal Drive, Fletcher, and NC 28732. Delivery of the Product shall be coordinated with the Chief Operating Officer, or other designated representative.

9.2 All pricing shall be based on F.O.B. destination delivery. The product shall be delivered via transport trailer and to the delivery location from its point of manufacture.

X. INVOICE AND PAYMENT

10.1 Payment terms are 25% deposit upon approved shop drawings/submittals for order of each phase. Payments will be net 30 days from Company's invoice date, which shall be no sooner than the delivery to the Asheville Regional Airport, and the acceptance date of the Product by the Authority, on a phase by phase basis.

10.2 Invoice shall be directed to:
Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

10.3 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 TERMINATION FOR CONVENIENCE : The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- a. Contractor must immediately discontinue work as specified in the written notice.
- b. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- c. Discontinue orders for materials and services except as directed by the written notice.
- d. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- e. Complete performance of the work not terminated by the notice.
- f. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- g. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- h. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- i. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- j. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

13.2 TERMINATION FOR CAUSE: The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

- a. Fails to begin the Work under the Contract within the time specified in the Notice- to- Proceed;
- b. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- c. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- d. Fails to comply with material provisions of the Contract;
- e. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- f. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default. If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

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: Facility Planners Inc.
 Attn: Nancy Leach
 2934 Sidco Drive, Suite 110
 Nashville, TN 37204

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 a writing 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. Nondiscrimination. 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 noncompliance. 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 employee 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:

- 1. Notice of Request for Proposals
- 2. Request for Proposals Document
- 3. Company Submittal to RFP (Proposal)
- 4. Agreement
- 5. Insurance Certificates
- 6. Bid Bond, Payment and Performance Bonds

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.

COMPANY:

FACILITY PLANNERS INC.

GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY

BY: _____

Nancy Leach, RID, MBA
President and Founder

BY: _____

Lew Bleiweis, A.A.E.
President and CEO

WITNESS:

TITLE: _____

TITLE: _____



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: February 14, 2025

ITEM DESCRIPTION - New Business Item C

Approval of Change Order #5 to Hensel Phelps and Amendment 2F to Gresham Smith for the South Baggage Claim Expansion

BACKGROUND

Per the Board approval on November 8, 2024, the project team has moved forward with the design and pricing for the expansion to the South Baggage Claim. Airport staff believe it will be best to increase this area to handle a third baggage carousel in the future as well as add restrooms. This expansion will also help mitigate the additional costs associated with the delay caused by the new Air Traffic Control Tower.

The design team has completed the necessary design revisions, and the team agrees this additional work is needed to better prepare the Airport for future growth. The program manager and contractor have negotiated with the subcontractors to complete the pricing for this additional work and it will be a total of \$4,996,295.00.

This expansion will also require an amendment to the Terminal Project design contract to complete the construction documents. Airport staff have negotiated with Gresham Smith to complete this design for a total cost of \$155,000.00.

ISSUES

None.

New Business – Item C



ALTERNATIVES

The Board could elect not to move forward with this. However, the baggage claim area may need to increase in size much sooner than previously anticipated.

FISCAL IMPACT

The current cost for this additional work from Hensel Phelps is \$4,996,295.00. The additional design cost for Gresham Smith is \$155,000.00. This work was not planned in the original scope of work and will require a budget amendment in this amount to add the necessary funds to the project.

RECOMMENDED ACTION

It is respectfully requested that the Authority Board resolve to 1) approve the change order #5 to Hensel Phelps in the amount of \$4,996,295.00 for the South Baggage Claim Expansion on the Terminal Project; 2) approve the amendment to the design contract with Gresham Smith in the amount of \$155,000.00; 3) authorize the President & CEO to execute the necessary documents; and 4) amend the FY24/25 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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$5,151,295.00
Totals		\$5,151,295.00

This will result in a net increase of \$5,151,295.00 in the appropriations. Revenues will be revised as follows:



REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$5,151,295.00
Totals	<hr/>	<hr/> \$5,151,295.00

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 14th day of February, 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to Board



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Asheville Regional Airport Terminal
Building Modernization

Work Packages No. 1, 2, 3, 4, 5, and 6

OWNER: *(Name and address)*
Greater Asheville Regional Airport
Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

CONTRACT INFORMATION:
Contract For: Asheville Regional Airport
Terminal
Building Modernization
AIA A133 - 2019 Standard Form of
Agreement Between Owner and
Construction Manager
Date: 12-11-2020

ARCHITECT: *(Name and address)*
Gresham Smith
919 East Main street, Ste 1200
Richmond, VA 23219

CHANGE ORDER INFORMATION:
Change Order Number: 005

Date: 02-14-2025

CONTRACTOR: *(Name and address)*
Hensel Phelps Construction Company
6557 Hazeltine National Drive, Suite 1
Orlando, FL 32822

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The scope of this change consists of the expansion of the baggage claim area to support an additional claim device.

An interim milestone date for substantial completion has been established as 01/28/2026 for this area.

The contract sum increase is based on a summary estimate from Hensel Phelps. Any surplus funding from the summary estimate will revert fully back to construction manager contingency.

The original Contract Sum was	\$ 1,088,270.00
The net change by previously authorized Change Orders	\$ 353,081,055.00
The Contract Sum prior to this Change Order was	\$ 354,169,325.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,996,295.00
The new Contract Sum including this Change Order will be	\$ 359,165,620.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gresham Smith

ARCHITECT *(Firm name)*


Brad Sucher (PA07-2025-11-42-EST)

SIGNATURE

Brad Sucher, Principal

PRINTED NAME AND TITLE

02/07/2025

DATE

Hensel Phelps Construction Company

CONTRACTOR *(Firm name)*


John Baumeister (PA07-2025-11-42-EST)

SIGNATURE

John Baumeister, Operations
Manager

PRINTED NAME AND TITLE

02/07/2025

DATE

Greater Asheville Regional Airport
Authority

OWNER *(Firm name)*

SIGNATURE

Lew Bleiweis, President and CEO

PRINTED NAME AND TITLE

DATE

Greater Asheville Regional Airport Authority

Project Title: Asheville Regional Airport Terminal Building Modernization

This page has been added to this correspondence to ensure compliance with State laws. This is an attachment to the project contract as Change Order #5.

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

Chief Financial Officer

Date



HENSEL PHELPS

Plan. Build. Manage.

Asheville Regional Airport Terminal Modernization & Expansion Project

HP Job No: 8020187

SUMMARY OF WORK

Hensel Phelps CE Reference No.: CE 963

TITLE OF FUNDING AUTHORIZATION: FA 364 - WP3 - ASI031/ASI 033 (SBC Extension)

ATTACHED DOCUMENTATION: 1.) Subcontractor Price Proposals
2.) FSR
3.) Initiating Document & Supporting Correspondence

DESCRIPTION OF SCOPE CHANGE / REQUEST:

Cost associated with this FA include:

- 1.) ABG - Costs associated with added waterproofing @ Baggage Claim (Perimeter/Footings), additional air barrier @ stairwell, additional air barrier @ curbside canopy, additional Slab on Grade (SOG) joint sealant and additional wall expansion joints.
- 2.) AES - Furnish & Install of ~4000SF of additional 36" Horizontal IMWP, column covers, GL-1 panels at new restroom, finishes @ new entry vestibule, trim pieces at additional GOTW, credit included for deletion of south canopy.
- 3.) ASI - Costs associated with revisions to the BHS equipment manifest and layout drawings, updated installation details for conveyor/impact rails/oversize lift arrangements, revisions to controls and functional description for oversize lift/fencing/gate interlocks, additional interlocked access gate for oversize lift for manual unloading on airside, revisions/updates to control drawings. MCP Panels are built and will require to be updated.
- 4.) Benton Roofing - Furnish & install roofing as outlined in ASI033 including addition for South Baggage and credit for deduct of canopy.
- 5.) Bonitz - Furnish & Install costs associated with flooring/tile changes as outlined in ASI 033 including CPT-4, AFM-1, WT-2, WT-3, WT-4, WT-7, WT-8 (SBC), and CPT-8, RB-1, WT-2 (NBC)
- 6.) Cleveland Construction - Framing/Drywall/Ceilings (Finishes) STBP Allowance per ASI 031/ASI 033 changes.
- 7.) Cook & Boardman - Furnish & Install of added Doors/Frames/Hardware per ASI 033.
- 8.) Dannix - Painting/Sealed Concrete etc. STBP Allowance per ASI 031/ASI 033 changes.
- 9.) David Allen - Furnish & Install of additional terrazzo and terrazzo base as outlined in ASI 033.
- 10.) Fountain Electric - Site Electrical Changes as shown on EG011A3.P2; added lighting and switches in new offices as shown on ASI033 drawings (with credit being given for original fixtures shown); added circuits/receptacles/power as shown on ASI033 drawings (with credit being given for originally shown); running of new 3/4" & 1" conduit as shown on Level 1 B5/B6 drawing, furnish & install additional Fire Alarm as added in ASI 033; running of new 3/4" conduit for new cameras, 2" EMT from cable tray to column for new RAC desks, furnish & install costs associated with added devices & wiring, running of new 2" PVC underground from IDF108 to new baggage carousel; credit of 20' of 3/4" EMT for deleted PA speaker/wiring. Credit costs associated with labor required for camera and walker duct installation that was removed per drawing TN201B6.P5. Please note, no credit is being given for materials for this space as cameras and walker duct have already been procured for this space as shown on ASI 031.
- 11.) GMF Steel - Costs to furnish/detail/install ASI 033 changes; please note that some of the steel that was already procured for South Baggage Claim has to be removed due to the additional bay; credit provided for Plate/Angle material for Canopy C as the canopy was removed; all other members were already received and cannot be credited; credit is being given for labor associated with the deleted steel; misc. metals associated with toilet partition beams/columns, crash rail extensions, additional vestibules (incl. AESS Plates, Joists/Decking), re-fabrication fo Stair A as it was already procured and onsite prior to ASI 033 issuance; roof opening frame costs; costs for South Baggage AESS canopy breakout including 5/8" Plates for reinforcement @ CL68.

- 12.) Hensel Phelps (GCs/GRs) - There were 12 hours of BIM Costs associated with ASI 031 changes. This includes 4 hours of review & clash detection, 2 hours of meetings associated, 2 hours for updating models, 3 hours of issue tracking & updates and 1 hour for RFI creation. Slipsheeting and hyperlinking costs associated with ASI 031 drawings issued by Gresham Smith. Due to the ASI 033 Changes, Hensel Phelps incurred additional BIM time due to the ASI 033 changes. This included a total of 40 hours of BIM time (12 hours for review & clash detection), 12 hours of meetings, 4 hours of updating the models, 10 hours associated with issue tracking and updates, 8 hours of takeoffs and estimate help, and 2 hours for RFI creation). There are also additional costs associated with slipsheeting the revised drawings as well as updating the hyperlinks accordingly.
- 13.) Hensel Phelps Concrete - Furnish & Install ASI 031/ASI 033 Concrete excludes SOG Prep & Base.
- 14.) Hensel Phelps CG/W&D Protection/FE Install - Installation and misc. material costs (glues, tools etc.) associated with Corner Guards/Wall & Door Protection and Fire Extinguishers as changed in ASI 033. Furnished by Noble Specialties.
- 15.) IMG - Furnish & Installation costs associated with additional signage types LS.G1, DR.G1, ID.C1-R, ID.C1-L, ID.D1, ID.H1, ID.H2, ID.H3, ID.F1, ID.J4, IN.A1, Temp.FIDS, CB.DR.A1, CB.ID.A1, CB.DR.B1, CB.RG.C1, CB.RG.C2, EX.ID.A1, EL.A3, LS.RG.B2, LS.RG.B3, Temp.6, Temp.7.
- 16.) ISEC - Credit provided for entirety of rooms BC101, BC103, BC105; additional cost for urinal shelf in room BC104; credit included for reduction in size for rental car counters. Removal of counters not included.
- 17.) MSJ Glass & Glazing - Furnish & Install costs associated with aluminum framed glazing system decorative window film (both sides) and bi-parting sliding automatic entrance door assembly as outlined on AE523.P5.
- 18.) MSS - Mechanical changes as outlined in ASI033 including VAV changes/added EF, new ductwork, pipe and insulation, controls/integration, associated BIM Coordination and Shop Drawing production.
- 19.) NHM Constructors - Costs associated with additional mobilization required for slab on grade (SOG) preparation/backfill of foundations/backfill of continuous footings as required in ASI031/033. Estimated duration is 2 weeks.
- 20.) Noble Specialties - Furnish costs associated with additional corner guards/wall & door protection (IWP) and fire extinguisher/cabinets as outlined on ASI 033 drawings. Install by HP.
- 21.) Precision Walls - Furnish & Install toilet accessories as outlined in ASI 033. TA45 has been priced as OFCI, while TA01/TA05/TA09A are not included as they are listed as OFOI.
- 22.) Premier - Furnish & install costs to provide sprinkler coverage for the added (~4000SF) South Baggage Claim Area; additional 8" bulk pipin got new FDC locaiton, all design/shop drawing production costs included.
- 23.) Rogers - No pricing has been received to date from Rogers. As such, no cost is being submitted for this scope of work.
- 24.) Rolling Plains - Furnish & Install costs associated with additional fireproofing required for ASI033 added steel (assuming 5 day install plus 1 day mobilization(s)) included.
- 25.) Shoffner - Furnish & Install costs associated with plumbing changes per ASI 031/ASI 033 including underground work, piping, plumbing fixtures, above slab rough-in, insulation; Credit being given for work that was originally shown in ASI 030 that is not being installed. Costs included also include temp storm/drainage as required
- 26.) Sorella Group - Furnish & Install costs associated with ASI 033 added toilet partitions/urinal screens in new restrooms.
- 27.) Scope to be Purchased -
- Garden on the Wall - assuming \$20,000 add here based on additional scope of work (no pricing received to date, money will put into STBP and will be bought out with the trade partner directly)
 - Cleveland - Drywall/Framing/Ceiling etc. costs - STBP as pricing has not been received to date from this trade partner.
 - Dannix - Painting/Sealed Concrete Costs as outlined in ASI 031/ASI 033 - ROM number provided for this scope as pricing has not been received to date.
- 28.) Allowances - reference backup sheet on all allowances related to this change.
- 29.) Bridge the Gap Costs
- AME: Costs associated with additional engineering costs required to update the Bridge the Gap drawings per ASI 031 changes.
 - Faith Group - costs associated with review of ASI031/ASI033 drawings for technology/low voltage scopes; provide technical advising to general contractor, shop drawing review/coordination with EOR

SOV	ITEM TO BE FUNDED	SUBTOTAL COST
A	ABG Caulking - Caulking/Waterproofing - CGMP3	\$ 78,000
B	Advanced Exterior Systems - Metal Panels - CGMP3	\$ 516,562
C	Automatic Systems, Inc - BHS - CGMP3	\$ 18,400
D	Benton Roofing - Roofing - CGMP3	\$ 82,231
E	Bonitz- Flooring/Tile - CGMP3	\$ 474,332
F	Framing/Interior/Ceilings (STBP Allowance)	\$ 500,000



**Gresham
Smith**

GS-NC P.C.
An Affiliate of Gresham Smith

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Task Order number 2-part F for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Greater Asheville Regional Airport Authority and GS-NC P.C., an Affiliate of Gresham Smith, dated June 24, 2019.

Project: Phase 2 Terminal Modernization

Scope of Services: As indicated on the Scope of Work document attached to this proposal.

Consultant Team: Gresham Smith and its consultants will provide Overall Project Management, architecture, interior design, structural, mechanical, plumbing, electrical, airside civil, landside civil, special systems and baggage handling design for the Phase 2 Terminal Modernization. This is for additional services identified in correspondence dated February 3rd, 2025.

Design Schedule: As indicated on the Scope of Work document attached to this proposal.

Project Budget: As defined by the CMR CGMP's

Fees: Lump Sum of \$155,000 for Additional Services related to the project scope.

Authority:

Greater Asheville Regional Airport Authority

By: _____

President + CEO

Date: _____

Consultant:

Gresham Smith

By: RTK _____

Title: Principal

Date: 02.07.2024

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

Finance Officer

Genuine Ingenuity

201 S. College Street
Suite 1950
Charlotte, NC 28244
704.944.7970

GreshamSmith.com



February 3, 2025

Jared Merrill
 Greater Asheville Regional Airport Authority
 61 Terminal Drive, Suite 1
 Fletcher, NC 28732

Subject: Various Tasks Additional Service
 AVL Terminal Modernization and Expansion
 Asheville Regional Airport
 Gresham Smith Project No. 43483.02

Dear Mr. Merrill:

This letter details out the additional tasks we were asked to take on from our notification on October 15, 2024. to summarize the modifications and additional items asked for as part of the design as well as indicating the shortage in time currently allocated for Contract Construction Administration services.

The list of the following items have all been identified as additional services:

1. Expansion of south bag claim to support an additional BHS device (**completed**)

Several of these items have been on-going and needed to be responded to immediately to not hold up construction efforts. As a team we have been utilizing the funding that we have in place to help speed these along

	Gresham Smith	AME	Arora	Delta Consultants	JSM	AVCON	SME	JMT
Task 7	\$74,000	\$9,000	\$7,000	\$15,000	\$50,000	\$0	\$0	\$0

Total lump sum amount of \$155,000

If there are any questions, please do not hesitate to reach out.

Genuine Ingenuity

620 Tyron Street
 Suite 500
 Charlotte, NC 28202
 704.944.7970

GreshamSmith.com



Jared Merrill
February 03, 2025

Sincerely,

Brad Sucher, AIA NCARB
Project Manager

BS

Attachments

- Attachment C - JSM Proposal
- Attachment D - AME Proposal
- Attachment E - Arora Proposal

Copy

Lexie Farmer, Anna Henderson - GARAA
Vin Del Nero - Parsons

October 28, 2024

Brad Sucher
Principal
Gresham Smith

Blair Cox
JSM & Associates

RE: Design of Baggage Claim Device at Asheville Regional Airport (AVL).

Mr. Sucher,

JSM & Associates are pleased to provide Gresham-Smith with a proposal to provide professional services in support of designing an additional inbound baggage handling claim device.

Scope Of Services:

30% Design

JSM will create a 30% design drawing to support the modified/expanded Claim Hall at AVL.

- Preliminary Plans for all disciplines
 - Plan views of outlined conveyors (rights-of-way)
 - Inclines and declines
 - Conveyor delineations
 - Conveyor identifications (ID) labels
 - Elevations of significant areas (floors, wall penetrations, steep gradients, congested areas)
 - Top of Bed (TOB) elevations
 - Approximate (Master Control Panel) MCP locations
- Description of Operations including direction of flow
- 30% estimate of probable construction and O&M costs
- Conveyor manifest showing;
- Conveyor identifiers
- Approximate conveyor lengths
- Approximate conveyor speeds

100% Design

Bid Documents, including:

- Cover sheet with noted stakeholders, project locale, title, dates, revision blocks
 - Drawing index
 - Legend sheet
 - Mechanical
 - Conveyor manifest sheet(s)
 - Plan views
 - Elevation views
 - Project specific/std details
 - Demolition requirements
 - Security Door(s) details
 - Electrical
 - Control stations/devices/MCP locations
 - E-stop zones, with relevant control station
- Final Description of Operations
- Final estimate of probable construction and O&M costs
- Drawings to be included as supplemental to master drawing set for baggage handling system

BHS Design– \$50,000.00
Travel – included
Total Design Fees - \$50,000.00

Clarifications:

- This proposal does not include any architectural or engineering (MEP or structural) work.
- This proposal does not include any bid and award services.
- This proposal does not include any taxes of any kind.

If you have any questions, please don't hesitate to contact me.

Respectfully,



Blair Cox
Vice President



FEDERAL HUBZONE
SMALL BUSINESS ENTERPRISE
ESTABLISHED 2006

CHARLOTTE, NC
704.295.4AME (4263)
www.ame-pc.com

December 9, 2024

Gresham Smith
10 South 6th Street, Suite 100
Richmond, VA 23219-3843

Attention: Brad Sucher, AIA, NCARB
Reference: Asheville Airport – Additional Services – Asheville, NC
Fee Proposal

Brad,

We write with our scope of services for the Mechanical, Electrical, Fire Alarm and Plumbing Engineering design services for the list of items below:

- 7. Expansion of south bag claim to support an additional BHS device **(completed)**.

Our fees are as follows:

Additional Services	\$	9,000.00
Total.....	\$	9,000.00

Our scope does not include Fire Protection Design or any Low Voltage System Design. Thank you for considering our services for this project. We look forward to working with you and your team.

Stephen Turner
Vice President - Operations
AME Consulting Engineers, PC



Arora Engineers
1600 Market Street, Suite 1630
Philadelphia, PA 19103

P (215) 571-4930
F (610) 459-7950
aroraengineers.com

December 09, 2024

Revision #: 00

Brad Sucher, AIA, NCARB
Project Architect
Gresham Smith
10 South 6th Street, Suite 100
Richmond, VA 23219-3843

D: 804.344.2440
M: 248.505.8976
Email: brad.sucher@greshamsmith.com

RE: Asheville Regional Airport (AVL) Phase 2 Terminal Modernization Project – Additional Services

Dear Mr. Sucher,

Arora Engineers, LLC. (Arora) is pleased to offer this fee proposal for Special Systems and Fire Protection Engineering as well as Code Consulting services associated with the AVL Phase 2 Terminal Modernization Project Additional Services to the base contract.

The list of the following items have all been identified as additional services:

7. Expansion of south bag claim to support an additional BHS device (**completed**)

Organization Chart/Staffing/PM:

Per original Contract

Deliverables:

100% CDs for GMP 3 via ASI (through 33)

Schedule:

As directed by Gresham Smith

Fee:

We are therefore requesting a total lump sum fee in the amount of: **\$ 7,000.00**

Exclusions and Assumptions:

- All other assumptions from Arora's current contract are applicable here.

We trust that you will find this proposal in order and look forward to working with you on this project. Please contact me at 610-459-7998 if you have any questions.

Sincerely,

Edward W. Hart, RCDD
Vice President, Special Systems Practice Lead
Arora Engineers

Proposal Accepted by:

Brad Sucher, Gresham Smith

DATE:

CC: Marketing Group (P24-xxx)

STANDARD TERMS AND CONDITIONS

Per current contract.



MEMORANDUM

TO: Members of the Airport Authority Board

FROM: Jared Merrill
Vice President – Planning

DATE: February 14, 2025

ITEM DESCRIPTION – New Business Item D

Approval of Construction Contract Change Order No. 5 with Kokolakis Contracting for the Air Traffic Control Tower and Associated Facilities Project

BACKGROUND

The Board approved the construction contract for the Air Traffic Control Tower and Associated Facilities with J. Kokolakis Contracting, Inc. in November of 2022. Subsequently, in October of 2023 the Board approved Change Order #1 in the amount of \$855,650.42. In May of this year the Board approved Change Order #2 in the amount of \$136,504.18 and in August, Change Order #3 in the amount of \$459,477.01. Change Order #4 was approved in September 2024 in the amount of \$1,010,656.25.

There have been six change order requests that have been compiled into this Change Order #5. The first includes additional costs for the water line connection. Due to unforeseen conditions, the waterline had to be placed 4 feet lower than designed. This required additional materials and equipment to make the necessary connection. The second is the addition of 14 days to the contract time for impacts due to hurricane Helene. The subcontractors were unable to get places to stay due to the displaced residents and relief efforts. The other four changes are minor items related to revisions to door 140, adding a backflow preventer to the fire pump room, installation of an additional duct humidifier for the TRACON room, and added pipe insulation for portions of the domestic water line.

Parsons has reviewed and negotiated these changes to a total of \$75,771.45 and 14 days and have provided recommendations to proceed with them.

New Business – Item D



ISSUES

None. This work is required to complete the project.

ALTERNATIVES

The Board could elect not to move forward with this approval. However, this could delay the completion of these items and potentially delay the project.

FISCAL IMPACT

The total cost for Change Order No. 5 with Kokolakis Contracting for the Air Traffic Control Tower and Associated Facilities is \$75,771.45. This does fall within the construction allowance that was approved for the Terminal and ATCT projects and does not require a budget amendment. Presently, the Authority's intent is to utilize FAA funds for a portion of this project. As part of the Bipartisan Infrastructure Law (BIL) the Airport has currently been awarded \$28,500,000.00.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to 1) approve Change Order No. 5 with Kokolakis Contracting in the amount of \$75,771.45 and an additional 14 calendar days; and 2) authorize the President & CEO to execute the necessary documents.



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*

Greater Asheville Regional Airport
Air Traffic Control Tower (ATCT) and
Associated Facilities Project
146 Westfeldt Road
Mills River, NC 28732

CONTRACT INFORMATION:

Contract For: Construction
Date: December 05, 2022

CHANGE ORDER INFORMATION:

Change Order Number: 05
Date: 02/21/2025

OWNER: *(Name and address)*

Greater Asheville Regional Airport
Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

ARCHITECT: *(Name and address)*

Pond and Company

3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

CONTRACTOR: *(Name and address)*

Kokolakis Contracting, Inc.

202 E. Center Street
Tarpon Springs, FL 34689

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

All costs associated with the following changes:

Documents.

COR #28 - Water Line Connection	\$24,497.55/0 days
COR #30 - Hurricane Helene Delays	\$0.00/14 days
COR #31 - Door 140 Changes	\$3,879.83/0 days
COR #32 - Cross Connection Changes	\$17,430.05/0 days
COR #34 - Duct Mounted Humidifier in TRACON Room	\$9,293.03/0 days
COR #35 - Domestic Cold Water Insulation	\$20,670.99/0 days

The original Contract Sum was	\$ 44,344,052.00
The net change by previously authorized Change Orders	\$ 2,462,297.86
The Contract Sum prior to this Change Order was	\$ 46,806,349.86
The Contract Sum will be increased by this Change Order in the amount of	\$ 75,771.45
The new Contract Sum including this Change Order will be	\$ 46,882,121.31

The Contract Time will be increased by Fourteen (14) days.

The new date of Substantial Completion will be May 16, 2025, this change order adds (14) days to the milestone in that the TRACON Building will achieve Temporary Certificate of Occupancy status on March 7, 2025.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Pond and Company

Kokolakis Contracting, Inc.

Greater Asheville Regional Airport
Authority

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Jared J. Reynolds, Project Manager

Bill Athanasoulis, Executive Vice
President

Lew Bleiweis, President & CEO

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

KOKOLAKIS



CONTRACTING

November 19, 2024

Josh Alexander
ATCT Project Manager – Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

**Project: Greater Asheville Regional Airport Authority ATCT & Base Building
Asheville, NC**

SUBJECT: COR#28r1 – Boring Costs for Waterline Connection

Mr. Alexander,

Attached you will find Kokolakis Contracting's itemized cost proposal No. 028r1 which includes the costs associated with the new design detail for our 12" water tie-in to include boring under the roadway at creek crossing.

This change is necessary due to the discovery that an area noted as a ditch in the Contract Documents that needed to be crossed to connect the waterline was actually deemed a creek by the NCDOT. Because of this unforeseen change, we had to comply with a requirement that we cross a minimum of 4' below the bottom of the creek bed. This crossing required the addition of a casing pipe for the waterline and additional equipment needed to be used that would not have been needed had we been able to install the waterline per the original design.

Enclosed please find a detailed cost breakdown and summary of changes, which incorporates all adds/deducts associated with the abovementioned changes. This proposal is hereby submitted for a change order in the amount of **\$24,497.55**. Please be advised that this proposal only includes the work noted within the cost proposal and all exclusions/alternates that are specifically listed.

Kindly issue a change order to incorporate revisions. Should you have any questions, please do not hesitate to contact me directly.

Respectfully,

John Kokolakis
KOKOLAKIS CONTRACTING, INC.

John Kokolakis
Project Manager
Cc: POND/GARAA/Field / File

FORGING RELATIONSHIPS

COST PROPOSAL BREAKDOWN SHEET
KC-245- Asheville Regional Airport New ATCT & Base Building



OWNER RFP # TBD
 KOKOLAKIS PROPOSAL # 28r1

TITLE Boring Costs for Waterline Tie-in

DATE 19-Nov-24

<u>Description of Work</u>	<u>Material Quantity</u>	<u>Unit Cost</u>	<u>Per</u>	<u>Total Material</u>	<u>Total Days</u>	<u>Daily Rate</u>	<u>Total Labor</u>	<u>Total Cost</u>
<u>Kokolakis Self Perform</u>								
Kokolakis Extended General Conditions/Overhead						\$ 3,891.01		0.00
								0.00
								0.00
Sub-Total				\$0.00			\$0.00	\$0.00
<u>Subcontracted</u>								
NHM Constructors LLC								22,000.00
								0.00
								0.00
Sub-Total								\$22,000.00
TOTAL DIRECT COST								\$22,000.00
Kokolakis OH@	5.00%							1,100.00
Kokolakis Profit @	5.00%							1,155.00
Bond Rate	1.00%							242.55
TOTAL PROPOSAL								\$24,497.55

November 11, 2024

Kokolakis Contracting
202 E. Center Street
Tampa Springs, FL 34689
Attn: John Kokolakis

RE: Asheville Airport Control Tower- Waterline at Creek Crossing

Dear Mr. Kokolakis:

NHM Constructors is pleased to provide the following preliminary quotation for work at the above referenced project. Please see below for a breakdown:

Installing Water Line Through Creek

T&K Utilities, Inc. Proposal \$20,000.00

Overhead & Profit \$2,000.00

Total \$ 22,000.00

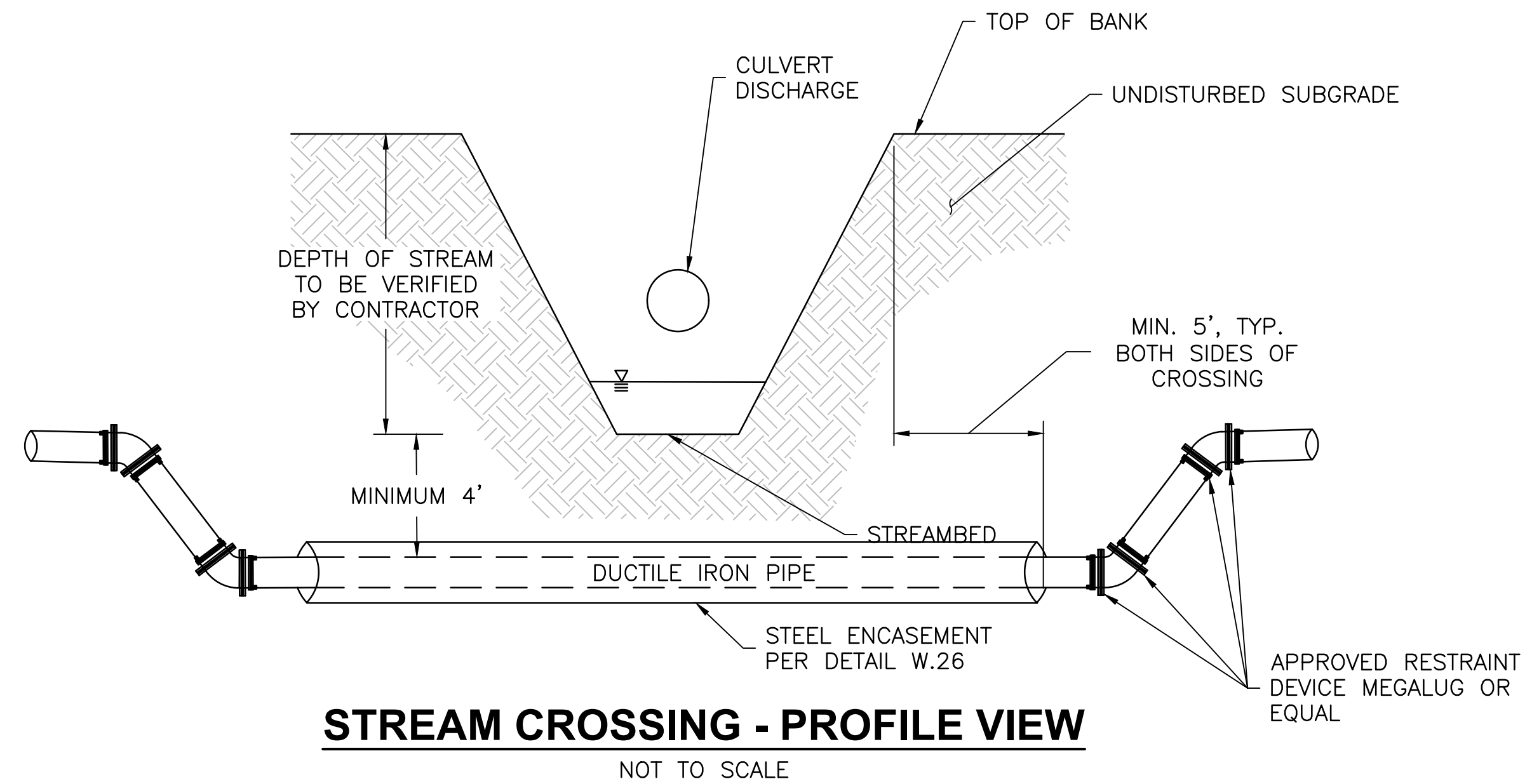
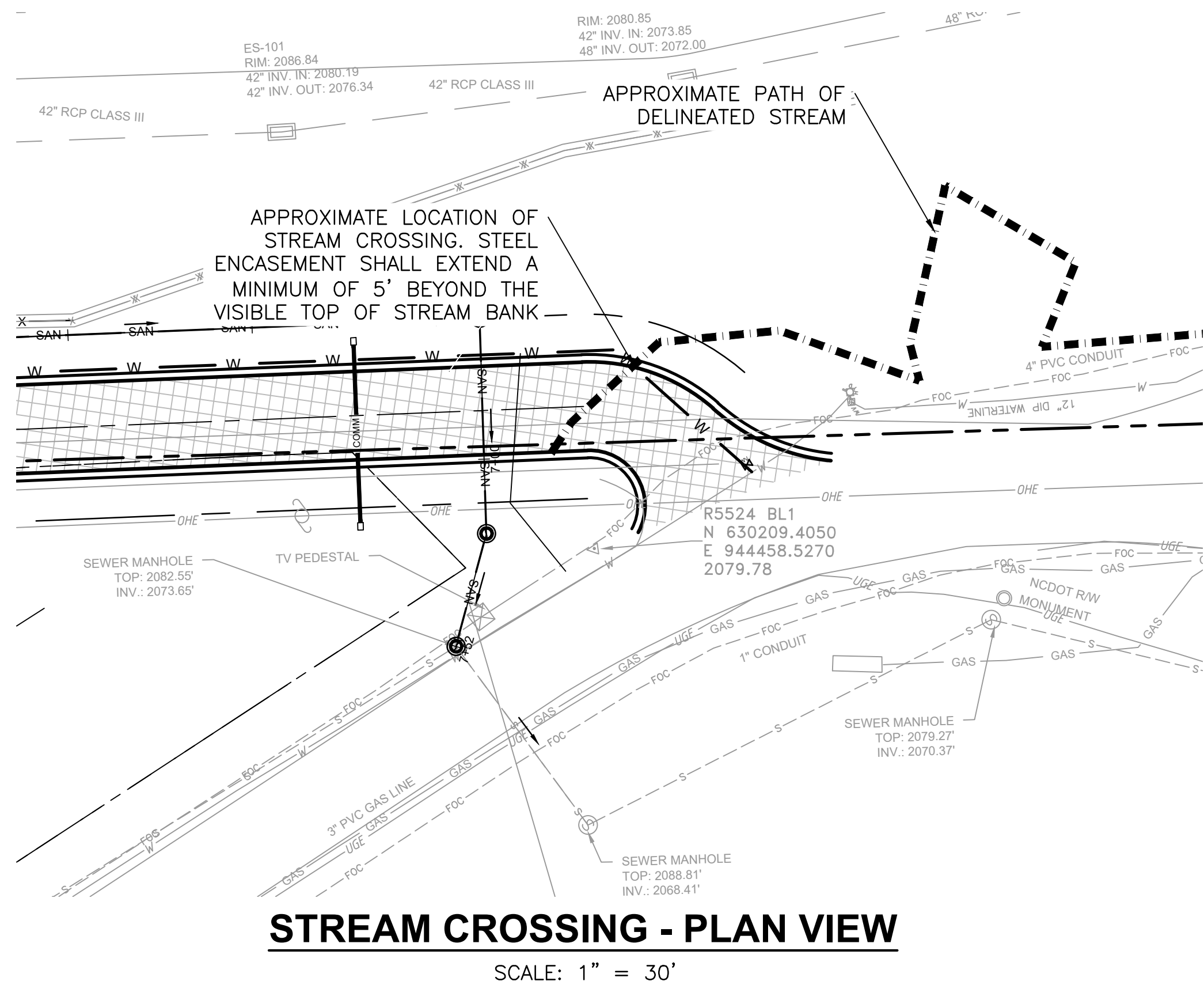
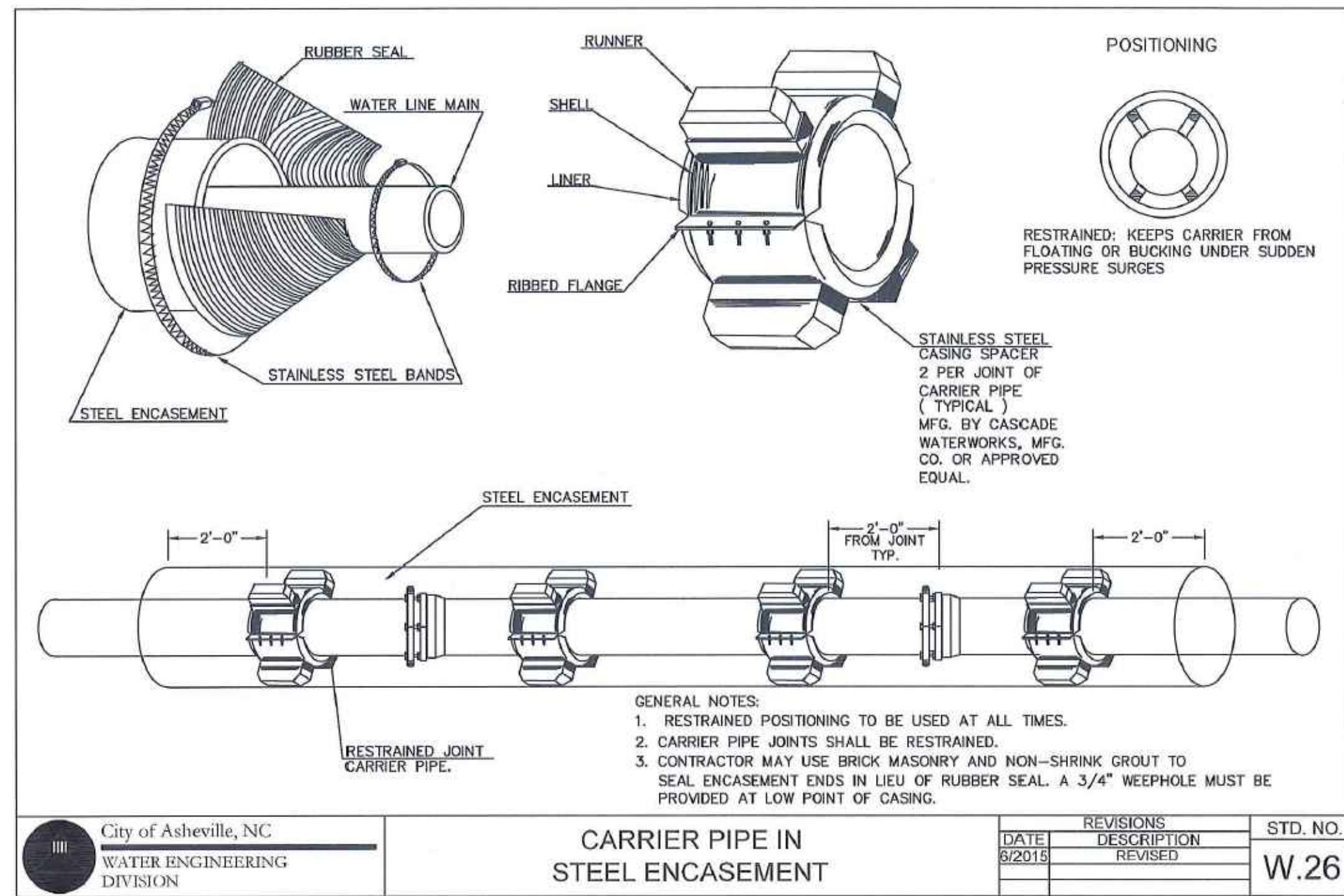
Excluded from this quotation are: permits, fees, meters or meter fees, taps or tap fees, bonds, undercut and replacement of unsuitable soils, well monitoring, asbestos removal, sheeting, shoring, bracing, concrete seat walls, concrete cheek walls, handling of hazardous materials, mass or trench rock excavation, de-watering or drying of soil materials, footing excavation, testing and/or geotechnical services, landscaping, termite protection, bike racks, cleanup/re-grading after building construction, relocation/installation of utility poles and utilities (gas, phone, electric), utility sleeving or conduit installation, sight lighting, select backfill materials, stone on building pads, fencing, gates, handrails, flag pole installation, bollards, lamp posts, truck well drains, sump pumps, and on-going street maintenance our portion of work is complete.

This pricing will be good for a period of 30 days. Please do not hesitate to call if you have any questions or need any additional information.

Sincerely,
NHM Constructors LLC

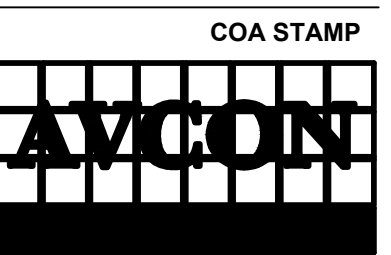
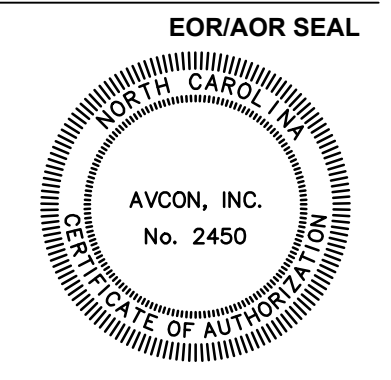
Adam W. Rice

Adam Rice
Project Manager
(828)777-0609 Cell



NOTES:

1. THE INTENT OF THIS DETAIL IS TO SHOW THE REQUIRED VERTICAL AND HORIZONTAL CLEARANCES REQUIRED BETWEEN COMPONENTS OF THE EXISTING STREAM AND THE PROPOSED BORE.
2. THIS DETAIL IS NOT TO SCALE. IT IS UNDERSTOOD THAT THE STREAMBANK AND STREAMBED CONDITIONS MAY VARY WITHIN THE LIMITS OF WORK.
3. ANY IMPACTS TO THE EXISTING STREAMBANK OR STREAMBED SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY OF ASHEVILLE CONSTRUCTION INSPECTOR A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK IN THIS AREA.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE START OF ANY WORK OF ANY ADDITIONAL TREE CLEARING OR OTHER LAND DISTURBANCE REQUIRED TO COMPLETE THIS INSTALLATION.
6. THE CONTRACTOR SHALL RESTRAIN AT LEAST 3 JOINTS ON EITHER SIDE OF THE LAST VERTICAL BEND OR AS OTHERWISE SPECIFIED IN THESE PLANS.
7. APPROVED RESTRAINING DEVICES INCLUDE RETAINING GLANDS (MEGALUGS), FIELD LOCK GASKETS AND RESTRAINT SYSTEMS, PROVIDED BY APPROVED PIPE MANUFACTURERS.



AVCON, INC.
ENGINEERS & PLANNERS
10115 KINCEY AVE. SUITE 100 HUNTERSVILLE, NC 28078
OFFICE: (704) 951-0008
WWW.AVCON.COM

CLIENT INFORMATION



PROJECT NAME

GREATER ASHEVILLE
REGIONAL AIRPORT
AUTHORITY ATCT &
TRACON

146 Westfield Rd.
Mills River, NC 28752

DRAWING ISSUE

DESIGNED BY: J.L.W.
DRAWN BY: J.L.W.
CHECKED BY: J.A.K.
SUBMITTED BY: J.A.K.
DATE: 21, December 2022
PROJECT #: 2020.0264.01

SHEET TITLE

RFI 181.1
RESPONSE -
STREAM CROSSING
DETAILS

SHEET NUMBER

C-32A

ORIGINAL SHEET SIZE:
22" X 34"

KOKOLAKIS



CONTRACTING

December 6, 2024

Josh Alexander
ATCT Project Manager – Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

Project: Greater Asheville Regional Airport Authority ATCT & Base Building
Asheville, NC

SUBJECT: COR#30 – Hurricane Helene Delays

Mr. Alexander,

Below you will find Kokolakis Contracting's proposal No. 030 which includes the final time impacts associated with Hurricane Helene.

Enclosed please find the Notice of Impact dated October 23, 2024, summarizing the delays Kokolakis encountered due to Hurricane Helene. Kokolakis was forced to close the jobsite on September 26th through October 10th. This proposal is hereby submitted for a time extension of **14 calendar days**. Please be advised that this proposal only includes the work noted within the time only proposal and all exclusions/alternates that are specifically listed.

Kindly issue a change order to incorporate revisions. Should you have any questions, please do not hesitate to contact me directly.

Respectfully,

John Kokolakis
KOKOLAKIS CONTRACTING, INC.

John Kokolakis
Project Manager
Cc: POND/GARAA/Field / File

FORGING RELATIONSHIPS

KOKOLAKIS



CONTRACTING

October 23, 2024

TRANSMITTED VIA ELECTRONIC MAIL

Josh Alexander
Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

Project: New Airport Traffic Control Tower (ATCT) and Base Building Facility

Project No: KC-0245-22

Subject: Greater Asheville Regional Airport Authority ATCT & TRACON – Notice of Impact – Hurricane Helene

Dear Mr. Alexander,

This letter serves as formal notice of the impacts caused by recent Hurricanes, specifically Hurricane Helene, and to inform you that Kokolakis Contracting Inc, will seek appropriate and fair relief as a result in accordance with AIA A201 Article 8.3. The devastation from Hurricane Helene affected not only the Asheville, NC area but also much of the east coast of the United States. This natural disaster led to jobsite closures, transportation & lodging impacts, utility outages starting mid-day on September 26th.

On September 26th we were forced to close the site due to road closures and localized flooding. The first opportunity our team had to return to the site was Monday, October 7th, to assess the damage. Fortunately, the site suffered no significant structural damage, aside from some erosion that required maintenance. However, our greatest challenge has been arranging lodging and ensuring subcontractor access, as hotel availability with water and power within a reasonable distance of the jobsite was severely limited.

Hurricane Helene has caused a direct impact to our critical path schedule activities. A subsequent letter will be submitted once all days are substantiated. We will continue to collaborate with subcontractors, vendors, and testing agencies to implement the most effective solutions and regain momentum on the project.

If there are any questions or concerns, please contact me directly.

Respectfully,

John Kokolakis
Project Manager

Cc: JK, JP, Pond, GARAA, File

FORGING RELATIONSHIPS

KOKOLAKIS



CONTRACTING

January 29, 2025

Josh Alexander
ATCT Project Manager – Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

Project: Greater Asheville Regional Airport Authority ATCT & TRACON
Asheville, NC

SUBJECT: RCO#031- Door 140 Changes

Mr. Alexander,

Attached you will Kokolakis Contracting's itemized cost proposal No. 035 which encompasses the additional labor, materials and equipment associated the door 140 changes.

Enclosed please find a detailed cost breakdown, summary of changes and back-up related to this change order, which to the best of our knowledge incorporates all adds/deducts associated with the abovementioned changes. This proposal is hereby submitted for a change order in the amount of **\$3,879.83**.

Should you have any questions, please do not hesitate to contact me directly.

Respectfully,

KOKOLAKIS CONTRACTING, INC.

Sean Thornton
Project Manager, P.E.
Cc: Field / File

FORGING RELATIONSHIPS

COST PROPOSAL BREAKDOWN SHEET
KC-245- Asheville Regional Airport New ATCT & Base Building



OWNER RFP # TBD
 KOKOLAKIS PROPOSAL # 31

TITLE Door 140 Changes

DATE 29-Jan-25

<u>Description of Work</u>	<u>Material</u> <u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Per</u>	<u>Total</u> <u>Material</u>	<u>Total</u> <u>Days</u>	<u>Daily</u> <u>Rate</u>	<u>Total</u> <u>Labor</u>	<u>Total</u> <u>Cost</u>
<u>Kokolakis Self Perform</u>								
								0.00
								0.00
								0.00
Sub-Total				\$0.00			\$0.00	\$0.00
<u>Subcontracted</u>								
Cook and Boardman								1,601.25
Besco								1,573.47
								0.00
								0.00
Sub-Total								\$3,174.72
TOTAL DIRECT COST								\$3,174.72
Kokolakis OH@	10.00%							317.47
Kokolakis Profit @	10.00%							349.22
Bond Rate	1.00%							38.41
TOTAL PROPOSAL								\$3,879.83



BESCO ELECTRICAL

Contract Modification Cost Proposal

Control No. COP #19 DATE: 1/28/2025
 Revision No. _____

PROJECT: 220027-FL (TOWER NEW ATCT-TRACON FAC AVL)

DESCRIPTION Labor and materials to add (1) new badge reader for door 140.

Special Note: None.

LABOR			
Rates Effective 1/1/2024 - 12/31/2024			
Estimated Manhours:	RATE	HOURS	
Estimated Manhours (Premium Labor)	\$68.00	4.00	\$272.00
Estimated Manhours (Supervision Labor)	\$34.00	0.00	\$0.00
	\$80.00	1.00	\$80.00
Labor Subtotal			\$352.00
Project Management:	\$85.00	2.00	\$170.00
Estimator:	\$75.00	0.00	\$0.00
Mgmt. Subtotal			\$170.00
TOTAL LABOR			\$522.00

MATERIAL			
Material:			\$101.38
Miscellaneous Materials:		0.00%	\$0.00
Quoted Material (BSE Supply):			\$0.00
Freight:			\$0.00
SUBTOTAL			\$101.38
T/O Mat'l Escalation	0.00%	1 Year	\$0.00
State Sales Tax North Carolina		7.25%	\$0.00
TOTAL MATERIAL			\$101.38

EQUIPMENT			
Construction Equipment:			\$0.00
Mobilization/Demobilization:			\$125.00
			\$0.00
TOTAL EQUIPMENT			\$125.00

OTHER			
Other Costs:		HOURS	\$0.00
TOTAL OTHER COSTS			\$0.00



BESCO ELECTRICAL

Contract Modification Cost Proposal

SUBTOTAL	SUBTOTAL DIRECT COSTS	\$748.38
	Overhead & Profit	5.00% \$37.42
	Home Office Overhead	0.00% \$0.00
	Corporate Insurances	0.00% \$0.00
	Contingency	0.00% \$0.00
	Profit	5.00% \$39.29
JOB SUBTOTAL (Minus Subcontracts)		\$825.09

SUBCONTRACT		
Subcontracts ():		\$0.00
Subcontracts ():		\$0.00
Subcontracts ():		\$0.00
		\$0.00
	Subtotal Subcontract	\$0.00
Subcontract Mark-Up:	10.00%	\$0.00
TOTAL SUBCONTRACT		\$0.00

	JOB SUBTOTAL	\$1,573.47
	TOTAL SUBCONTRACT	\$0.00
	Bond Premium	0.00% \$0.00
TOTAL REQUESTED		\$1,573.47
Submitted By:	Marshall Acord	Additional Time Required None

ATTACHMENTS	Labor & Materials Take-Off Report Quotation Documentation Subcontractor Documentation Reference Documentation
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NOTES

1. This Proposal does not contain any costs related to extension of contract time, nor acceleration of performance if required to maintain contract time, due to addition of this work.
2. This proposal will remain valid for thirty (30) days.

JOB 4 220027: ATCT TRACON - Ashev...
ESTIMATE 4 COP #19: New Badge Reader - ...
DATA SET 6 BESCO CI TSC/EST/NECA
USER NAME Acord, Marshall

BESCO COP #19
 BESCO Electrical
 9829 Northcross Center Ct Suite D
 Huntersville, NC 28078
 P: 704.892.4200 / F: 704.892.1065
 m.acord@bescoelectrical.com

PRINTED 1/28/2025 8:32:32 PM
MATERIAL Primary
LABOR Primary

NOTES

Item				Material
Size	Item Desc	Qty	UOM	Mat Ext
3/4"	EMT	34.00	FEET	66.30
3/4"	FLEX CONDUIT	18.00	FEET	18.36
3/4"	FLEX STR. CONN	4.00	EACH	5.52
3/4"	CADDY 35012P MTL STD	2.00	EACH	4.40
3/4"	EMT STEEL COMP COUP	4.00	EACH	3.12
1/4-20	TAMPIN	5.00	EACH	1.20
4 SQ BOX	2-1/8D 3/4 KO	2.00	EACH	1.20
	CADDY 350 BOX SUPT	1.00	EACH	0.54
3/4"	EMT 1 HOLE STRAP	5.00	EACH	0.40
4 SQ	5/8D PLASTER RING	1.00	EACH	0.34
Grand Totals				101.38

Contemplated Change Order #12 Handing/Jamb Depth Change for 140A

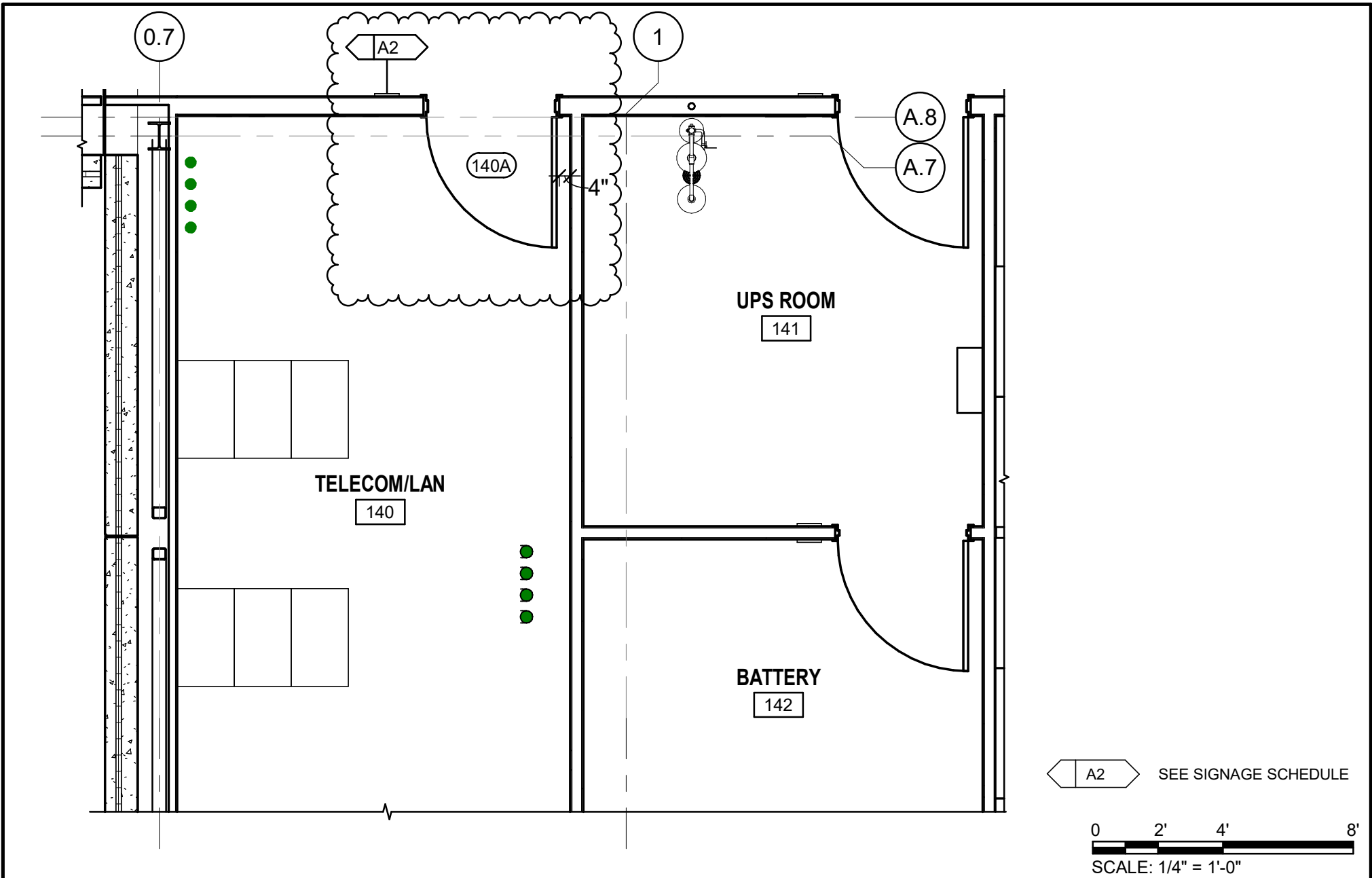
1	Single Door #140A.R	UPS ROOM 141 to TELECOM/LAN 140	90° LH
1	HMD RI 18 CRS 4080 F SEM 1 3/4 LH (50H_; C1; LM2)		
1	BQ 16 CRS 814 SGL 4080 V3 LH (50H; A03_MSZ2+; H1; PREP_MUTES; S; TB)		

Section Totals

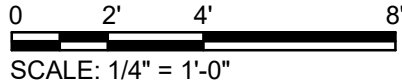
08 11 13 Hollow Metal Doors & Frames	1,500.00
Pre-Tax Total:	1,500.00

Taxes

10143	NC-Henderson County	30.00
10202	NC-NORTH CAROLINA STATE TAX 4.75%	71.25
	Tax Total:	101.25
	Grand Total:	1,601.25



A2 SEE SIGNAGE SCHEDULE



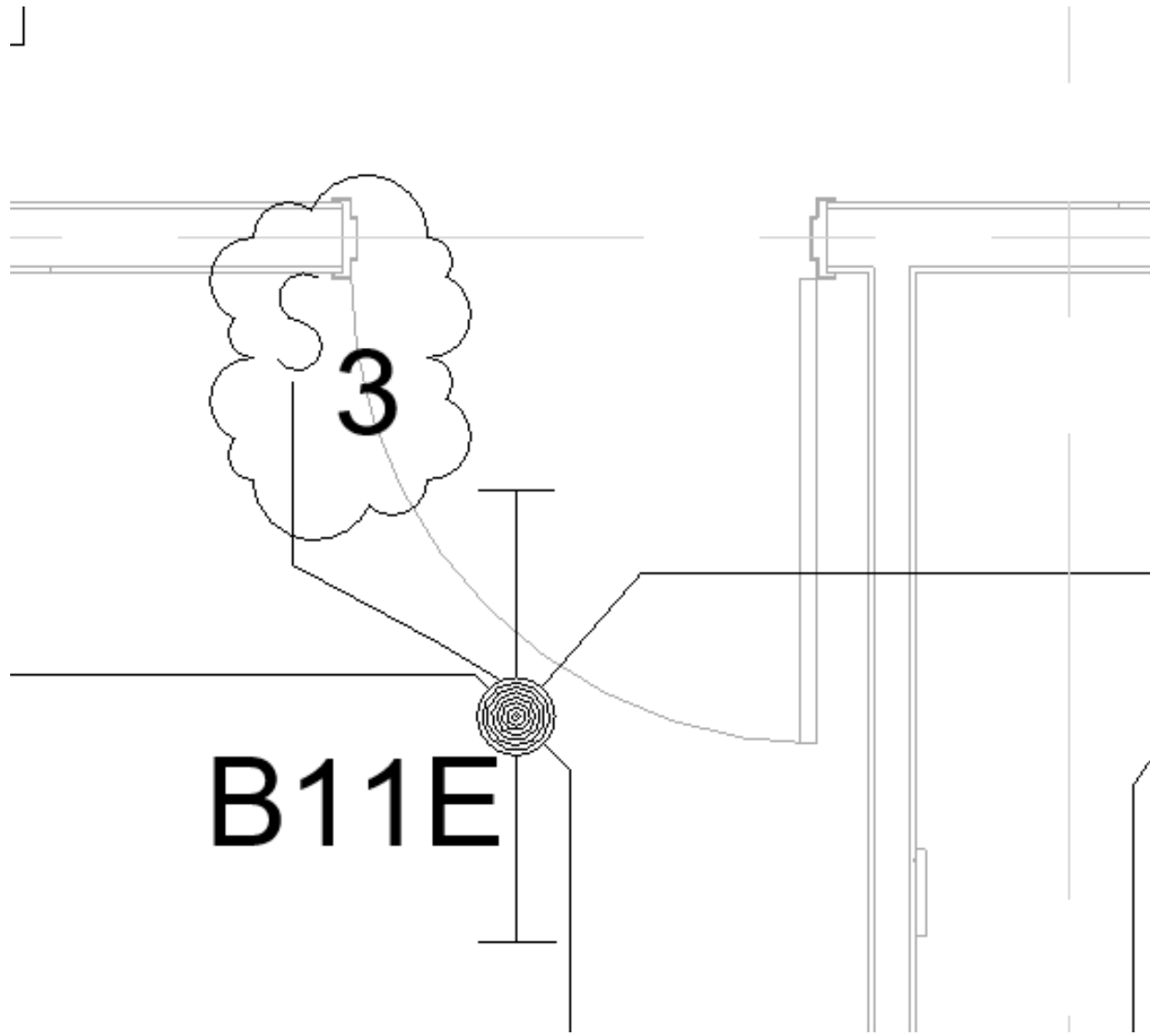
POND
 3500 Parkway Lane
 Suite 500
 Peachtree Corners, GA 30092
 Phone (678) 336-7740
 Fax (678) 336-7744
 Web: www.pondco.com

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ATCT & TRACON
 146 Westfeldt Rd, Mills River, NC 28732

DESCRIPTION:
DOOR 140A RELOCATION

DATE:
 18 NOVEMBER 2024
 DRAWING NO:
ASK-3

SCALE: 1/4" = 1'-0"



3500 Parkway Lane
 Suite 500
 Peachtree Corners, GA 30092
 Phone (678) 336-7740
 Fax (678) 336-7744
 Web: www.pondco.com

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ATCT & TRACON
 146 WESTFELDT RD, MILLS RIVER, NC 28732

DESCRIPTION:

DOOR 140A RELOCATION

DATE:
 18 NOVEMBER 2024

DRAWING NO:
ESK 012

SCALE: N.T.S.

KOKOLAKIS



CONTRACTING

January 28, 2025

Josh Alexander
ATCT Project Manager – Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

Project: Greater Asheville Regional Airport Authority ATCT & TRACON
Asheville, NC

SUBJECT: RCO#032- Cross Connection Changes

Mr. Alexander,

Attached you will Kokolakis Contracting's itemized cost proposal No. 032 which encompasses the additional labor, materials and equipment associated with the Cross Connection Changes.

Enclosed please find a detailed cost breakdown, summary of changes and back-up related to this change order, which to the best of our knowledge incorporates all adds/deducts associated with the abovementioned changes. This proposal is hereby submitted for a change order in the amount of **\$17,430.05**.

Should you have any questions, please do not hesitate to contact me directly.

Respectfully,

KOKOLAKIS CONTRACTING, INC.

Sean Thornton
Project Manager, P.E.
Cc: Field / File

FORGING RELATIONSHIPS

COST PROPOSAL BREAKDOWN SHEET
KC-245- Asheville Regional Airport New ATCT & Base Building



OWNER RFP # TBD
 KOKOLAKIS PROPOSAL # 32

TITLE Cross Connection Changes

DATE 28-Jan-25

<u>Description of Work</u>	<u>Material</u> <u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Per</u>	<u>Total</u> <u>Material</u>	<u>Labor</u> <u>Factor</u>	<u>Per</u>	<u>Total</u> <u>Hours</u>	<u>Labor</u> <u>Rate</u>	<u>Total</u> <u>Labor</u>	<u>Total</u> <u>Cost</u>
<u>Kokolakis Self Perform</u>										
										0.00
Sub-Total				\$0.00					\$0.00	\$0.00
<u>Subcontracted</u>										
Cam-Ful Industries Inc.										12,405.86
Besco										1,786.26
Sub-Total										\$14,192.12
TOTAL DIRECT COST										\$14,192.12
Kokolakis OH @	10.00%									1,419.21
Kokolakis Profit @	10.00%									1,561.13
Bond Rate	1.50%									257.59
TOTAL PROPOSAL										\$17,430.05



INDUSTRIES INC.
P.O. BOX 279
PINEVILLE, NC 28134

Phone: 704/556-0301
Fax: 704/556-0366

December 3, 2024

Via Email: Johnmk@jkokolakis.com

Kokolakis Contracting
202 E Center Street
Tarpon Springs, FL 34689

Attn: John Kokolakis

**RE: GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ATCT & TRACON
FIRE PROTECTION SUBCONTRACT
CAM-FUL CHANGE REQUEST NUMBER 3788-700-015
ADD BACKFLOW PREVENTER/REWORK FIRE PUMP ROOM**

Dear John,

Please find the attached detailed labor, material, and equipment breakdown for the additional work required to add a backflow preventer and rework the fire pump room. After your review of the attached detailed breakdown for this additional work, please advise us upon approval and/or change order proceedings.

TOTAL CAM-FUL CHANGE REQUEST NUMBER 3788-700-015

\$12,405.86

If you have any questions or concerns regarding this change request for additional work, please feel free to contact our office.

Exclusions: No painting, ceiling grid or tile removal and replacement, power or control wiring, overtime work, concrete work, cutting or patching sheet rock or masonry or roofing. No vapor barrier for underground piping.

Note: Due to market price fluctuations beyond our control, this proposal is offered 30 days and may be withdrawn from consideration due to cost increase or change in job conditions creating additional cost of installation.

Sincerely,
CAM-FUL INDUSTRIES, INC.

Barry Richards

Barry Richards
Project Manager

Attachments – (6)
2 – Labor & Material Breakdown
1 – Ferguson Quote
3 – Core & Main Quote

CC: 3788-700 CR

BR/af



INDUSTRIES INC.
P.O. BOX 279
PINEVILLE, NC 28134

Phone: 704/556-0301
Fax: 704/556-0366

CHANGE REQUEST LABOR & MATERIAL BREAKDOWN

ATTENTION:	John Kokolakis; Kokolakis Contracting						
JOB NAME:	Greater Asheville Regional Airport Authority ATCT & TRACON						
JOB NUMBER:	3788-700						
CHANGE REQUEST NUMBER:	3788-700-015						
CHANGE REQUEST DESCRIPTION:	Add Backflow Preventer/Rework Fire Pump Room						
1	COST OF MATERIALS (Per attached breakdown)						\$ 7,203.00
2	EQUIPMENT RENTAL (Per attached breakdown)						\$ -
3	SUBTOTAL I (Add lines 1 & 2)						\$ 7,203.00
4	SALES TAX (7.25% of Subtotal I)						\$ 522.22
5	LABOR						
	GENERAL LABOR		HRS @	\$ 55.61	\$ -		
	OPERATOR LABOR		HRS @	\$ 57.17	\$ -		
	PLUMBER LABOR		HRS @	\$ 59.90	\$ -		
	HVAC DUCT LABOR		HRS @	\$ 58.73	\$ -		
	PIPE FITTER LABOR		HRS @	\$ 71.01	\$ -		
	FIRE PROTECTION LABOR	60	HRS @	\$ 56.13	\$ 3,367.80		
	HVAC TECH/ENGINEERING LABOR	10	HRS @	\$ 75.00	\$ 750.00		
						LABOR SUBTOTAL \$ 4,117.80	
6	LABOR BURDEN (Insurance & related payroll cost - 46.55% of line 5)						N/A
7	SUBTOTAL II (Add lines 3, 4, 5, and 6)						\$ 11,843.02
8	GENERAL OVERHEAD						
	N/A						
	N/A - if change involves deduction						
9	PROFIT						
	10% - if change involves additional cost						
	N/A - if change involves deduction						
	SUBCONTRACT WORK (Itemized breakdown(s) attached)						
						Backflow Testing/Certification \$ 345.00	
10	TOTAL SUBCONTRACT(S)						\$ 345.00
11	COMMISSION ON SUBCONTRACT(S)						\$ 34.50
	10% - if change involves additional cost						
	0% - if change involves deduction						
12	FINAL SUBTOTAL (Add lines 7, 8, 9, 10, and 11)						\$ 12,222.52
13	BONDS COST						\$ 183.34
	TOTAL CHANGE REQUEST:						\$ 12,405.86
	EXTENSION OF TIME REQUESTED:						



FERGUSON ENTERPRISES LLC #34
 5025 SUNSET ROAD
 CHARLOTTE, NC 28269-2748

Phone: 704-597-4820
 Fax: 704-921-6102

Deliver To: From: Mark Dymock mark.dymock@ferguson.com Comments:
--

09:47:11 DEC 03 2024

FERGUSON ENTERPRISES LLC #34
 Price Quotation
 Phone: 704-597-4820
 Fax: 704-921-6102

Bid No: B328056
Bid Date: 11/20/24
Quoted By: MAD

Cust Phone: 704-556-0301
Terms: 2% 10TH NET 25TH

Customer: CAM-FUL INDUSTRIES INC
 PO BOX 279
 PINEVILLE, NC 28134

Ship To: CAM-FUL INDUSTRIES, INC.
 9800 INDUSTRIAL DRIVE
 PINEVILLE, NC 28134

Cust PO#:

Job Name: AMES BACKFLOW

Item	Description	Quantity	Net Price	UM	Total
AC300NOSYCFMU	C300N-OSY (CFM OR GPM MTR ON BYPASS) *CVR* *NP 6 C300N--C DCDA OS&Y	1	4851.360	EA	4851.36
			Net Total:		\$4851.36
			Tax:		\$351.72
			Freight:		\$0.00
			Total:		\$5203.08

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

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Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=34&on=4506>





Bid Proposal for 2073 Change Request-Asheville

CUSTOMER

CAM FUL INDUSTRIES

9800 INDUSTRIAL DR
PINEVILLE, NC 28134

Job

2073 Change Request-Asheville
Bid Date: 12/03/2024
Bid #: 3894958

CONTACT

Sales Representative

Sara Gassew
(M) 704-699-9684
(T) 704-597-6416
Sara.Gassew@coreandmain.com

Core & Main

10230 Statesville Boulevard
Cleveland, NC 27013
(T) 7042781000

NOTES

SUMMARY

Fab Job Total:	\$1,090.13
Loose Material Total:	\$909.71
Bid Sub Total	\$1,999.84
Other Charges	\$0.00
Tax	\$0.00
Bid Total:	\$1,999.84

APPROVAL

Type of Pipe Quoted: _____

Type of Fittings Quoted: _____

Type of Groove Quoted: _____

This quote cannot be processed until consent is given to Core & Main. To proceed with fabrication, please sign this quote and note special requirements needed. Email the signed quote to concordfab@coreandmain.com or fax to 9999999999.

Signature: _____ PO Number: _____ Date: _____

Special Requirements: _____



Bid Proposal for 2073 Change Request-Asheville

CAM FUL INDUSTRIES
Bid Date: 12/03/2024
Core & Main Bid #: 3894958

Core & Main
 10230 Statesville Boulevard
 Cleveland, NC 27013
Phone: 7042781000
Fax: 9999999999

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10*	1		CHANGE REQUEST-ASHEVILLE *NONE		961.49	961.49
140			LOOSE			
150	5	870890112907 890112907	ANV SE-1 6 PTD 90 BEND GRV SHORT BODY IMPORT	EA	37.64	188.20
160	1	870890033269 890033269	ANV E-2 6 PTD 45 BEND GRV IMPORT	EA	35.36	35.36
170	2	870800170144	ANV F-3 6 GRV FLNG ADPT PTD IMPORT W/OSTEPDM GSKT	EA	76.65	153.30
180	8	870890020449 890020449	ANV C-4 6 PTD RIGID CPLG A IMPORT	EA	16.74	133.92
190	3	8770560ACP 70560ACP	TYC 705 FLEX CPLG PTD 6" W/P-LUBE EPDMA IMPORT	EA	30.04	90.12
200	1	870890020423 890020423	ANV C-4 4 PTD RIGID CPLG A IMPORT	EA	10.33	10.33
210	2	8710027500120 10027500120	LAN 6" FLG PACK W/ RING GASKET	EA	28.11	56.22
220	2	871010202 1010202	POTTELEC OSYSU-2 OS&Y GATE VLV SUPERVISORY SWITCH	EA	89.89	179.78
230	30	8750065000200 50065000200	LAN 1/2"X10' ALL THRD ROD CAD	FT	1.30	39.00
240	2	8750040000060 50040000060	LAN 1/2" JR TOP BEAM CLAMP	EA	3.96	7.92
250	2	87216003120 216003120	TOLCO FG 69R 3/8X12 RFCRTSTR P PGL	EA	1.85	3.70
260	2	870500302211 500302211	ANV 0500302211 69NC 6 NONCAPT ZP LHT RING HANGER	EA	5.93	11.86
					SUBTOTAL	909.71
270			1 EA. 6" PIPE STD 2'6"			
280*	1		FP Quick Quote		128.64	128.64
					Sub Total	1,999.84
					Tax	0.00
					Total	1,999.84

Branch Terms:

Quoted prices good for 5 days only and subject to availability of material.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

* Indicates a single line representing multiple line items



Incidentals Sheet (Not included with bid)

Bid Name: 2073 Change Request-Asheville

Bid #: 3894958

Seq#	Qty	Part Number	Description	Ext Weight	Units	Price	Ext Price
Incidentals Total (not included with bid)						0.00	



BESCO ELECTRICAL

Contract Modification Cost Proposal

Control No. COP #17 DATE: 1/28/2025
 Revision No. _____

PROJECT: 220027-FL (TOWER NEW ATCT-TRACON FAC AVL)

DESCRIPTION Labor and materials to add (2) new tamper switches to the sprinkler riser as directed.

Special Note: None.

LABOR			
Rates Effective 1/1/2024 - 12/31/2024			
Estimated Manhours:	RATE	HOURS	
Estimated Manhours (Premium Labor)	\$68.00	4.28	\$291.04
Estimated Manhours (Supervision Labor)	\$34.00	0.00	\$0.00
	\$80.00	1.00	\$80.00
Labor Subtotal			\$371.04
Project Management:	\$85.00	2.00	\$170.00
Estimator:	\$75.00	0.00	\$0.00
Mgmt. Subtotal			\$170.00
TOTAL LABOR			\$541.04

MATERIAL			
Material :			\$135.30
Miscellaneous Materials:		0.00%	\$0.00
Quoted Material (BSE Supply):			\$0.00
Freight:			\$0.00
SUBTOTAL			\$135.30
T/O Mat'l Escalation	0.00%	1 Year	\$0.00
State Sales Tax North Carolina		7.25%	\$0.00
TOTAL MATERIAL			\$135.30

EQUIPMENT			
Construction Equipment:			\$0.00
Mobilization/Demobilization:			\$0.00
			\$0.00
TOTAL EQUIPMENT			\$0.00

OTHER			
Other Costs:		HOURS	\$0.00
TOTAL OTHER COSTS			\$0.00



BESCO ELECTRICAL

Contract Modification Cost Proposal

SUBTOTAL	SUBTOTAL DIRECT COSTS	\$676.34
	Overhead & Profit	5.00% \$33.82
	Home Office Overhead	0.00% \$0.00
	Corporate Insurances	0.00% \$0.00
	Contingency	0.00% \$0.00
	Profit	5.00% \$35.51
JOB SUBTOTAL (Minus Subcontracts)		\$745.66

SUBCONTRACT		
Subcontracts (Johnson Controls Fire Protection):		\$946.00
Subcontracts ():		\$0.00
Subcontracts ():		\$0.00
		\$0.00
	Subtotal Subcontract	\$946.00
Subcontract Mark-Up:	10.00%	\$94.60
TOTAL SUBCONTRACT		\$1,040.60

	JOB SUBTOTAL	\$745.66
	TOTAL SUBCONTRACT	\$1,040.60
	Bond Premium	0.00% \$0.00
TOTAL REQUESTED		\$1,786.26

Submitted By: Marshall Acord Additional Time Required: None

ATTACHMENTS
 Subcontractor Documentation
 Reference Documentation

NOTES

1. This Proposal does not contain any costs related to extension of contract time, nor acceleration of performance if required to maintain contract time, due to addition of this work.
2. This proposal will remain valid for thirty (30) days.

JOB 4 220027: ATCT TRACON - Ashev...
ESTIMATE 2 COP #17: (2) New F/A Tamper ...
DATA SET 6 BESCO CI TSC/EST/NECA
USER NAME Acord, Marshall

BESCO COP #17 Tamper SW
 BESCO Electrical
 9829 Northcross Center Ct Suite D
 Huntersville, NC 28078
 P: 704.892.4200 / F: 704.892.1065
 m.acord@bescoelectrical.com

PRINTED 1/20/2025 2:42:49 PM
MATERIAL Primary
LABOR Primary

NOTES

Item		Material		Labor			
Size	Item Desc	Qty	UOM	Mat Unit	Mat Ext	Lbr Unit	Lbr Ext
1"	EMT 1 HOLE STRAP	4.00	EACH	0.16	1.60	0.0300	0.2400
	3/16" PLASTIC ANCHOR	2.00	EACH	0.16	0.80	0.0200	0.0800
3/4"	LIQUIDTITE CONDUIT	12.00	FEET	1.84	55.20	0.0200	0.4800
3/4"	LIQUIDTITE ANGLE CON	2.00	EACH	5.44	27.20	0.1200	0.4800
3/4"	LIQUIDTITE STR CONN	2.00	EACH	2.90	14.50	0.1000	0.4000
	1G WP BELL BOX	2.00	EACH	4.00	20.00	0.5000	2.0000
	1G WP BLANK COVER	2.00	EACH	3.20	16.00	0.1500	0.6000
Grand Totals					135.30		4.2800

Change Order Subcontractor Summary

Subcontractor: Johnson Controls Fire Protection
Summary Completed By: _____
Facility: AVL Airport-Air Traffic Control Tower
Date Submitted: 1/21/2025
Project Name: AVL Airport-Air Traffic Control Tower
Contractor: BESCO
Submitted To: Marshall Accord

GC CO #: _____
Subcontractor COR #: _____
Description of Change:
 Add two additional sprinkler switches per revised drawing FP-101.
 We are not adding the actual switches, only connecting the additional
 switches to the fire alarm system.

PRICE IS GOOD FOR 30 DAYS.

*****MUST attach Time and Material tickets if work is completed before a CHANGE ORDER REQUEST can be reviewed and approved by HCA. Tickets must include the same level of detail and then be summarized here.*****

LABOR - List labor type {List individual personnel/position individually}, manhours, FULLY burdened labor rate (must match bid/contract rates):

Labor Classification	Quantity	Units		Labor Rate	Extension
Installation	3	3	x	100 \$/hour	300.00
Technician	1	1	x	150 \$/hour	150.00
Design	0	0	x	150 \$/hour	-
CAD	0	0	x	86 \$/hour	-
Project Management	1	1	x	150 \$/hour	150.00
		hrs	x	\$/hour	-
		hrs	x	\$/hour	-
Total Labor					600.00

MATERIAL - List summary of each material type, quantity, and unit cost (MUST attach itemized take-off sheets AND invoices):
Safety, consumables, small tools, warranty, material handling or ordering are considered overhead and not permitted in COR

Item	Quantity	Units		Unit price	Total
wire	1	1	x	\$40	40.00
			x		-
			x		-
			x		-
			x		-
			x		-
			x		-
			x		-
Subtotal:					40.00
Project Specific Tax Rate:					5.30%
Total Material					40.00

EQUIPMENT - List summary of each piece of equipment, including type, qty, units and unit price (MUST attach vendor quotes):

Item	Quantity	Units		Unit price	Total
4090-9001 IAM	2	2	x	110.00	220.00
			x		-
			x		-
			x		-
			x		-
Total Equipment					220.00

SubTotal Labor, Material, Equipment	860.00
Overhead and Profit (10% allowable by contract)	86.00
SubTotal Labor, Material, Equipment	946.00

TIER SUBCONTRACTOR(S) - List the name of each sub and provide a copy of their quote to support unit prices.
*****Tier Subcontractor should provide the same level of detail in their Change Order Requests.*****

Tier subcontractor(s)	Tier Sub CO Value	
Johnson Controls Fire Protection	-	
	-	
SubTotal Tier Subcontractor Cost		-
5% Mark Up		-
SubTotal Tier Subcontractor Cost		946.00

Jeff Kilpatrick
Printed Name

Jeff Kilpatrick
Signature

_____ Date

Total Potential Change Request Value: _____

1

2

3

4

5

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1500. No part of this record may be disclosed to persons without a need to know, as defined in 49 CFR parts 15 and 1500, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1500.

KEY NOTES

NUMBER	NOTES
1	ELECTRIC FIRE PUMP PRODUCING 90 PSI AT 750 GPM. BASES OF DESIGN SHALL BE PEERLESS MODEL SAEP 150.
2	ELECTRIC JOCKEY PUMP (PRESSURE MAINTENANCE) PRODUCING 14 PSI AT 100 GPM.
3	FIRE PUMP CONTROLLER.
4	PRESSURE MAINTENANCE CONTROLLER.
5	ROUTE TO ATCT FIRE SPRINKLER SYSTEM.
6	SEE SPRINKLER IN TRACON (LEVEL 1) TO ATCT (BY CHECK VALVE).
7	AMES C200-C2V-C-E STAINLESS STEEL DOUBLE CHECK DETECTOR ASSEMBLY WITH TR-LINK CHECK VALVE.

SHEET NOTES

A. XXX

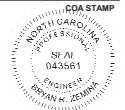
POND
3500 Parkway Lane
Suite 500
Peachtree Corners
Georgia 30092

VOLT AIR
8005 Benjamin Rd. Suite A
Tampa, Florida 33634
Tel: 888.891.8713
www.voltair.com
COA #27158
Project #01.21021

EOR/AOR SEAL
BRYAN K. ZEMBA, P.E., RUC001

THIS DRAWING HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY BRYAN K. ZEMBA, P.E., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.



CLIENT INFORMATION

Asheville REGIONAL AIRPORT

PROJECT NAME
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ATCT & TRACON

148 Woodlark Rd.
Mills River, NC 28732

DRAWING ISSUE

NO.	DATE	DESCRIPTION
1 <td>11/27/2024 <td>ISSUED FOR CONSTRUCTION</td> </td>	11/27/2024 <td>ISSUED FOR CONSTRUCTION</td>	ISSUED FOR CONSTRUCTION
2 <td>12/17/2022 <td></td> </td>	12/17/2022 <td></td>	

DESIGNED BY: T.B.
DRAWN BY: T.B.
CHECKED BY: R.F.W.
SUBMITTED BY: T.B.
DATE: 21 DECEMBER 2022
PROJECT #: 1210250

SHEET TITLE

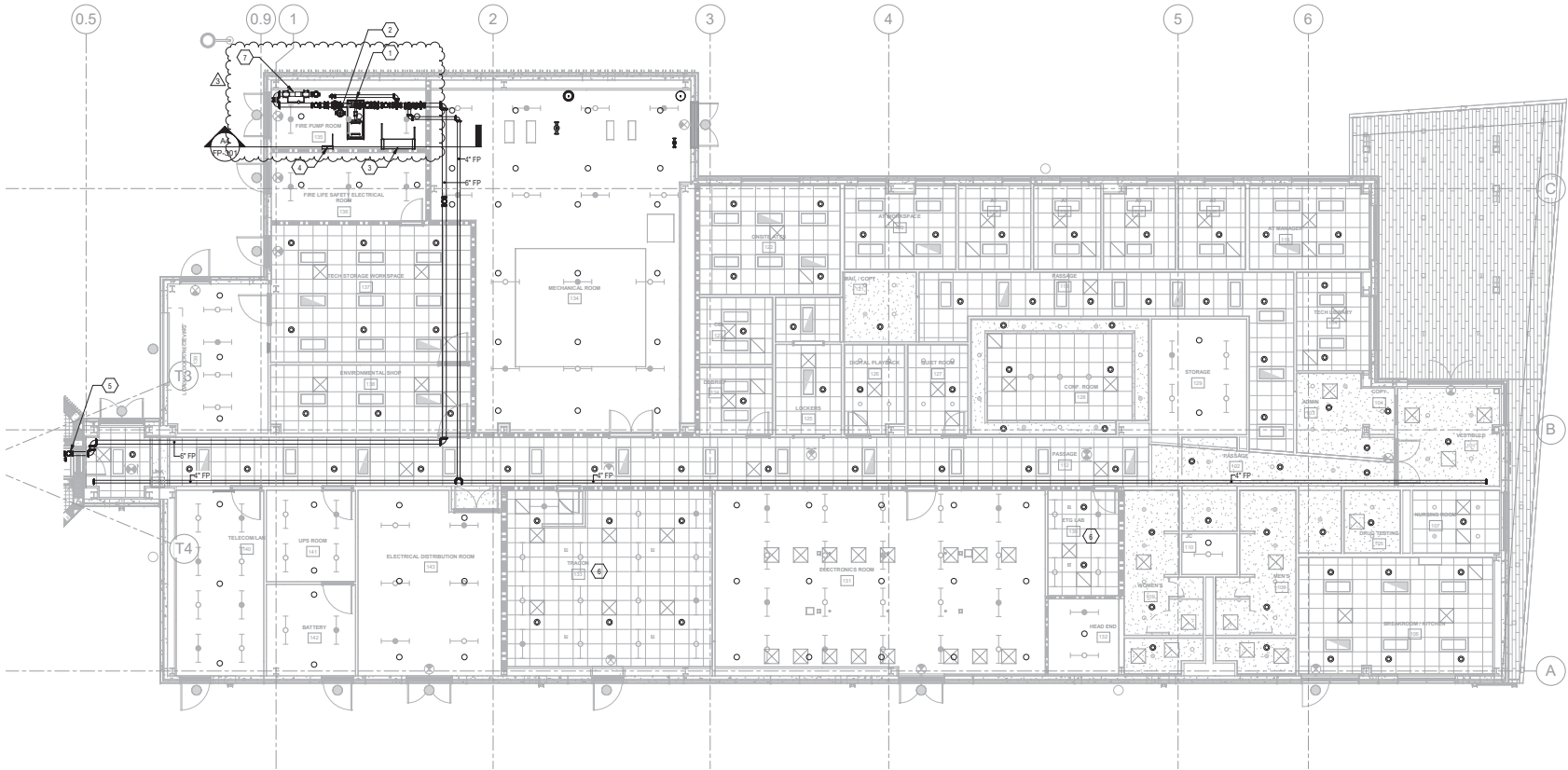
TRACON FLOOR PLAN - LEVEL 1 - FIRE PROTECTION

SENSITIVE SECURITY INFORMATION
CONTROLLED UNDER 49 CFR PARTS 15 AND 1500.

SHEET NUMBER

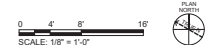
FP-101

ORIGINAL SHEET SIZE: 22" X 34"



(A1) TRACON FLOOR PLAN - LEVEL 1 - FIRE PROTECTION

SCALE: 1/8" = 1'-0"



1/22/2024 4:22:22 PM BIM 360://1210250_AVE_ATCT/TRACON/1210250_AVE_ATCT/TRACON_MP_FP_01.rvt

KOKOLAKIS



CONTRACTING

January 28, 2025

Josh Alexander
ATCT Project Manager – Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

**Project: Greater Asheville Regional Airport Authority ATCT & TRACON
Asheville, NC**

SUBJECT: RCO#034- Duct Mounted Humidifier in Tracon Room

Mr. Alexander,

Attached you will Kokolakis Contracting's itemized cost proposal No. 034 which encompasses the additional labor, materials and equipment associated with the Duct Mounted Humidifier in Tracon Room.

Enclosed please find a detailed cost breakdown, summary of changes and back-up related to this change order, which to the best of our knowledge incorporates all adds/deducts associated with the abovementioned changes. This proposal is hereby submitted for a change order in the amount of **\$9,293.03**.

Should you have any questions, please do not hesitate to contact me directly.

Respectfully,

KOKOLAKIS CONTRACTING, INC.

Sean Thornton
Project Manager, P.E.
Cc: Field / File

FORGING RELATIONSHIPS

COST PROPOSAL BREAKDOWN SHEET
KC-245- Asheville Regional Airport New ATCT & Base Building



OWNER RFP # TBD
 KOKOLAKIS PROPOSAL # 34

TITLE Duct Mounted Humidifier Tracon Room

DATE 28-Jan-25

<u>Description of Work</u>	<u>Material</u> <u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Per</u>	<u>Total</u> <u>Material</u>	<u>Labor</u> <u>Factor</u>	<u>Per</u>	<u>Total</u> <u>Hours</u>	<u>Labor</u> <u>Rate</u>	<u>Total</u> <u>Labor</u>	<u>Total</u> <u>Cost</u>
<u>Kokolakis Self Perform</u>										
										0.00
Sub-Total				\$0.00					\$0.00	\$0.00
<u>Subcontracted</u>										
Cam-Ful Industries Inc.										7,566.69
Sub-Total										\$7,566.69
TOTAL DIRECT COST										\$7,566.69
Kokolakis OH @	10.00%									756.67
Kokolakis Profit @	10.00%									832.34
Bond Rate	1.50%									137.34
TOTAL PROPOSAL										\$9,293.03



INDUSTRIES INC.
P.O. BOX 279
PINEVILLE, NC 28134

Phone: 704/556-0301
Fax: 704/556-0366

January 23, 2025

Via Email: sthornton@jkokolakis.com

Kokolakis Contracting
202 E Center Street
Tarpon Springs, FL 34689

Attn: Sean Thornton

**RE: GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ATCT & TRACON
HVAC SUBCONTRACT
CAM-FUL CHANGE REQUEST NUMBER 3787-600-016R1
ADDITIONAL HUMIDIFIER WITH DUCT AND PIPE REROUTE**

Dear Sean,

Please find the attached detailed labor, material, and equipment breakdown for the additional work required to acquire and install an additional humidifier, rerouting the affected duct and pipe. After your review of the attached detailed breakdown for this additional work, please advise us upon approval and/or change order proceedings.

TOTAL CAM-FUL CHANGE REQUEST NUMBER 3787-600-016R1

\$7,566.69

If you have any questions or concerns regarding this change request for additional work, please feel free to contact our office.

Exclusions: No painting, ceiling grid or tile removal and replacement, power or control wiring, overtime work, concrete work, cutting or patching sheet rock or masonry or roofing. No vapor barrier for underground piping.

Note: Due to market price fluctuations beyond our control, this proposal is offered 30 days and may be withdrawn from consideration due to cost increase or change in job conditions creating additional cost of installation.

Sincerely,
CAM-FUL INDUSTRIES, INC.

Tom Gombas

Tom Gombas
Project Manager

Attachments – (5)
2 – Labor & Material Breakdown
2 – Hoffman Hydronics Quote
1 – Email Request for Quote

CC: 3787-600 CR

TG/af



INDUSTRIES INC.
P.O. BOX 279
PINEVILLE, NC 28134

Phone: 704/556-0301
Fax: 704/556-0366

CHANGE REQUEST LABOR & MATERIAL BREAKDOWN

ATTENTION:	Sean Thornton; Kokolakis Contracting										
JOB NAME:	Greater Asheville Regional Airport Authority ATCT & TRACON										
JOB NUMBER:	3787-600										
CHANGE REQUEST NUMBER:	3787-600-016R1										
CHANGE REQUEST DESCRIPTION:	ADDITIONAL HUMIDIFIER WITH DUCT AND PIPE REROUTE										
1	COST OF MATERIALS (Per attached breakdown)									\$ 1,710.75	
2	EQUIPMENT RENTAL (Per attached breakdown)									\$ -	
3	SUBTOTAL I (Add lines 1 & 2)									\$ 1,710.75	
4	SALES TAX (7.25% of Subtotal I)									\$ -	
5	LABOR										
	GENERAL LABOR	8	HRS @	\$ 55.61	\$ 444.88						
	OPERATOR LABOR		HRS @	\$ 57.17	\$ -						
	PLUMBER LABOR		HRS @	\$ 59.90	\$ -						
	HVAC DUCT LABOR	40	HRS @	\$ 58.73	\$ 2,349.20						
	PIPE FITTER LABOR	32	HRS @	\$ 71.01	\$ 2,272.32						
	FIRE PROTECTION LABOR		HRS @	\$ 56.13	\$ -						
	HVAC TECH/ENGINEERING LABOR		HRS @	\$ 75.00	\$ -						
										LABOR SUBTOTAL	\$ 5,066.40
6	LABOR BURDEN (Insurance & related payroll cost - 46.55% of line 5)									N/A	
7	SUBTOTAL II (Add lines 3, 4, 5, and 6)									\$ 6,777.15	
8	GENERAL OVERHEAD										
	N/A										
	N/A - if change involves deduction										
9	PROFIT										
	10% - if change involves additional cost									\$ 677.72	
	N/A - if change involves deduction										
SUBCONTRACT WORK (Itemized breakdown(s) attached)											
10	TOTAL SUBCONTRACT(S)									\$ -	
11	COMMISSION ON SUBCONTRACT(S)										
	10% - if change involves additional cost									\$ -	
	0% - if change involves deduction										
12	FINAL SUBTOTAL (Add lines 7, 8, 9, 10, and 11)									\$ 7,454.87	
13	BONDS COST										\$ 111.82
										TOTAL CHANGE REQUEST:	\$ 7,566.69
EXTENSION OF TIME REQUESTED:											



PO Box 8608
 Greensboro, NC 27419
 Phone: 336-294-3838
 AR@hoffmanhydronics.com

Estimate

Date 1/20/2025
Estimate # 51087
Quote Date 1/20/2025
Change Date 1/20/2025
Expiration Date 2/19/2025
Sales Department Project Sales : Charlotte, NC
Author Dan Couchenour

Bill To	Ship To
Cam-Ful Industries Inc ATTN: ACCOUNTS PAYABLE PO BOX 279 PINEVILLE NC 28134-0279	Cam-Ful Industries Inc 9800 Industrial Drive Pineville NC 28134

Job Name	Shipping Type	Terms	Sales Rep
Asheville Airport ATCT & TRACON	Freight Allowed	Net 30	Dan Couchenour

Qty	Item	Description
1	Pure Humidifier Non-Stock Parts	2 tube fast-pac at 20" Lead Time: 3 weeks

All credit card payments will be charged a 3% processing fee.

Subtotal	\$700.00
Total Tax (%)	\$50.75
Total	\$750.75

TERMS AND CONDITIONS

12/24

HHY shall mean Hoffman Hydronics, LLC, and its officers, employees, and agents. "Buyer" shall mean the person or entity entering into this Agreement to purchase goods and/or services.

Controlling Terms & Conditions: This Agreement, upon Buyer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Buyer, or any contract document between Buyer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by HHY. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of HHY. HHY salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal made by HHY ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

Acceptance: Any HHY proposal expires if not accepted by Buyer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any HHY proposal, including these Terms and Conditions, when Buyer either (a) receives and retains an acknowledgment from HHY without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to HHY delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. Buyer's acceptance shall be deemed acceptance of the proposal subject solely to HHY's terms and conditions. If Buyer's acceptance is expressly conditioned upon HHY's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by HHY with HHY's Terms and Conditions attached or referenced serves as HHY's notice of objection to, and rejection of, Buyer's terms and as HHY's counteroffer to provide goods or services in accordance with the HHY proposal and HHY's Terms and Conditions. If thereafter Buyer does not object to HHY within ten (10) days by written notice to Legal@hoffman-hoffman.com, HHY's counteroffer will be deemed accepted by Buyer. Buyer's acceptance of all or any part of any goods ordered will constitute Buyer's acceptance of HHY's proposal subject to HHY's Terms and Conditions.

Terms of Payment / Taxes: Payment is due net thirty (30) days from the date of each HHY invoice to Buyer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law (lower) may be charged after the 30-day period until payment is received. HHY accepts credit card payments. If Buyer chooses to pay by credit card, Buyer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Buyer shall pay all costs of collection incurred by HHY including, but not limited to, reasonable attorneys' fees, collection fees, and court costs. HHY may suspend a further services and transactions (regardless of their status) without liability if Buyer's account is more than thirty (30) days past due or if Buyer's credit, in the sole judgment of HHY, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Buyer, HHY will have a purchase-money security interest in all goods (including accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due HHY, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC). Buyer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due HHY have been made. The purchase-money security interest granted herein attaches upon HHY's acceptance or acknowledgment of this Agreement and Buyer's receipt of said goods, but prior to installation. Buyer will have no rights to set off against any amounts which become payable to HHY under this Agreement or otherwise notwithstanding any Buyer form or document to the contrary, HHY shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with goods purchased or services provided until HHY has obtained payment in full for such goods or services and any damages. Furthermore, Buyer is responsible to pay in full for the goods or services provided by HHY regardless of whether such goods or services are funded for Buyer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Unless otherwise agreed by HHY in writing, Buyer shall pay to HHY, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the goods or services furnished.

Shipments / Claims: All shipments of goods are at Buyer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted while in transit. Claims against factory shortages will not be considered unless made within sixty (60) days after Buyer's receipt of the goods.

Approval: HHY shall not be liable in any way should any third party (such as a project architect, engineer, owner, etc.) fail to accept or approve equipment ordered by Buyer. HHY cannot guarantee to meet or equal specifications written around another make of equipment different than that purchased by Buyer.

Warranties and Liability: Upon condition that HHY receives payment in full for all amounts owed, under this Agreement, and unless otherwise specifically agreed to in writing by HHY, HHY extends to Buyer the manufacturer's warranty (a copy of which is available upon request), and manufacturer's warranty is in lieu of any warranties contained in any applicable project contract, conditions, plans, or specifications. HHY ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, IMPLIED WARRANTIES OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. HHY SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR FAULTY OPERATION OR MISUSE OF THE EQUIPMENT, AND UNDER NO CIRCUMSTANCES SHALL HHY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF HHY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE.

Design and Workmanship: Unless otherwise agreed in writing by HHY, HHY is not responsible for the design of goods or services purchased and did not participate in any project design in connection with such goods or services. (a) Goods shall be fabricated in accordance with the contract drawings and specifications furnished by the Buyer and shop drawings approved by Buyer or its representative. (b) HHY shall not be responsible for the suitability, adequacy or legality of use of any designs, plans and specifications, and the Buyer shall indemnify HHY for any loss, damages and expenses incurred by or charged against HHY by reason of any alleged patent or copyright infringement, personal injury or property damage allegedly arising out of the use of designs, plans, and specifications furnished by Buyer for the goods. (c) Once shop drawings are approved by Buyer, Buyer shall reimburse HHY for all expenses resulting from changes thereto. Charges for extra work outside the limits of the proposal shall be mutually agreed upon by HHY and Buyer at the time such expenses arise, or HHY shall not be responsible for the extra work.

Limitation of Remedy: HHY shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation of equipment by Buyer or any third party. To the extent HHY is liable to Buyer under any legal theory (whether under warranty, negligence, strict liability or contract), Buyer's sole and exclusive remedy is limited to one of the following, which HHY shall elect in its sole and absolute discretion: (a) repair or replacement of purchased equipment or its parts by HHY or its duly authorized representative or (b) refund of the purchase price. In no event shall HHY's liability exceed the purchase price paid by Buyer under this Agreement, and Buyer waives all other remedies at law or in equity. Furthermore, Buyer waives any claim with respect to quantity or quality of goods or services purchased, unless Buyer notifies HHY in writing within ten (10) days of the date Buyer discovered, or by reasonable inspection should have discovered, the basis for such claim. Under no event shall HHY owe any duty or have any obligation whatsoever to any customer or client of Buyer or to any other third party.

Hazards: HHY is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. At all times now and in the future, HHY takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Buyer has a duty to alert HHY of any known or likely potential hazards at any project site where HHY's representatives and affiliate may be present in connection with this Agreement.

Indemnification / Insurance: To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend HHY and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award) which result or arise from Buyer's purchase, installation, or use of goods or services provided by HHY. Buyer shall indemnify HHY against, without limitation, liability arising from any acts or omissions whether deemed negligent, accidental or intentional, which is caused, in part, by the active or passive negligence or other fault of HHY. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if HHY is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to HHY if the claim asserted arises from negligence and is finally adjudicated to have arisen solely from the negligence of HHY. Buyer shall also indemnify and hold harmless HHY from all liability for taxes owing in connection with Buyer's purchase of goods or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Buyer to indemnify HHY for HHY's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Buyer and HHY jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Buyer to defend, indemnify, and hold HHY harmless to the fullest extent permitted by applicable law. Upon written request of Buyer, HHY shall name Buyer as an additional insured, but only to those coverage types listed on HHY's standard Certificate of Insurance (available upon request). In no event does HHY waive any rights of subrogation.

Claims Resolution / Governing Law: Unless HHY elects otherwise, all claims and disputes between Buyer and HHY arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. HHY and Buyer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. HHY shall have the sole and exclusive right, at HHY's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless HHY elects another court of appropriate jurisdiction in HHY's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between HHY and Buyer. Buyer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

Delays / Penalties / Force Majeure: Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever will HHY be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to HHY unless pre-approved in writing by an HHY officer. Furthermore, in no event and under no circumstances whatsoever will HHY be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond HHY's reasonable control.

Cancellations / Returns: If an order is canceled through no fault of HHY, the Buyer shall reimburse HHY for all expenses, costs, damages and losses (including lost profits) incurred by HHY in connection with the order and its cancellation. Goods may not be returned except by written permission of a representative of HHY, and when so returned, shall be subject to handling and transportation charges.

Equal Employment Opportunity / Affirmative Action Clause: HHY and Buyer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(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, disability or veteran status.

Government Contracts: If Buyer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantage Business Incentives or qualifications (or other similar laws or regulations), Buyer represents and certifies to HHY that Buyer is performing a commercially useful function on such project. HHY assumes no responsibility for the compliance of any quoted or sold materials or equipment with any government specifications or requirements, including, but not limited to, Federal Acquisition Regulation (FAR) requirements unless such is specifically stated in HHY's written proposal.

Trust Funds: Buyer agrees that all funds Buyer receives that result from the labor, materials, and/or equipment furnished by HHY will be considered "Trust Funds." Buyer will hold all Trust Funds in trust for the sole and exclusive benefit of HHY. Buyer will segregate Trust Funds from other funds. Buyer will account for all Trust Funds and deliver all Trust Funds to HHY. Buyer will not use Trust Funds for any purpose other than paying HHY.

Survival: The terms contained herein which explicitly or by their nature are intended to survive the earlier termination or expiration of this Agreement shall survive, including, but not limited to, all indemnification obligations.

Barry Richards

From: John Kokolakis <johnmk@jkokolakis.com>
Sent: Tuesday, December 10, 2024 11:43 AM
To: Barry Richards
Cc: Michael Burton; Erick Bustos; Sebastian Rypien; Cameron Champaigne
Subject: Fw: Additional humidifer
Attachments: Outlook-I5k1f5sc

CAUTION: This email originated from outside of Cam-Ful. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Barry, see below about the additional humidifier requested by the EOR that we need to price out.

Thanks,



John Kokolakis | Project Manager
Kokolakis Contracting
202 E. Center Street, Tarpon Springs, FL 34689
o: 727-942-2211 x124 c: 727-656-2607



NOTICE: The information contained in and accompanying this communication is intended only for the personal and confidential use of the recipient(s) named above. This message may be confidential, proprietary, attorney-client communication and/or work product or otherwise protected from disclosure. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message from your e-mail system and/or computer database.

From: Joshua.Alexander@parsons.com <Joshua.Alexander@parsons.com>
Sent: Tuesday, December 10, 2024 9:38 AM
To: John Kokolakis <johnmk@jkokolakis.com>; Michael Burton <mburton@jkokolakis.com>
Subject: re: Additional humidifer

John,

Please provide pricing to provide an additional duct humidifier in the Tracon Room - 133. The humidifier should be similar to DHM-3 shown in the Electronics Room - 131, a Pure Humidifer model EC-5 for 2,730 CFM with a duct size 20"x18". All systems servicing this unit should be similar to those serving DHM-3 (Controls, electrical, plumbing). Please feel free to contact me with any questions.

Thank you,

Josh Alexander, CCM
ATCT Project Manager
Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732
joshua.alexander@parsons.com
M: +1 919.901.2940

KOKOLAKIS



CONTRACTING

January 14, 2025

Josh Alexander
ATCT Project Manager – Parsons Transportation Group
146 Westfeldt Dr.
Fletcher, NC 28732

Project: Greater Asheville Regional Airport Authority ATCT & TRACON
Asheville, NC

SUBJECT: RCO#035- Added Domestic Cold-Water Piping Insulation per RFI 50

Mr. Alexander,

Attached you will Kokolakis Contracting's itemized cost proposal No. 035 which encompasses the additional labor, materials and equipment associated with the added Domestic Cold Water Piping Insulation per RFI 50 response.

Enclosed please find a detailed cost breakdown, summary of changes and back-up related to this change order, which to the best of our knowledge incorporates all adds/deducts associated with the abovementioned changes. This proposal is hereby submitted for a change order in the amount of **\$20,670.99**.

Should you have any questions, please do not hesitate to contact me directly.

Respectfully,

John Kokolakis

KOKOLAKIS CONTRACTING, INC.

John Kokolakis
Project Manager
Cc: Field / File

FORGING RELATIONSHIPS

COST PROPOSAL BREAKDOWN SHEET
KC-245- Asheville Regional Airport New ATCT & Base Building



202 E. Center Street, Tarpon Springs, Florida 34689
 O: 727.942.2211

OWNER RFP # TBD
 KOKOLAKIS PROPOSAL # 35

TITLE Added Domestic Cold Water Piping Insulation per RFI 50

DATE 14-Jan-24

<u>Description of Work</u>	<u>Material</u> <u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Per</u>	<u>Total</u> <u>Material</u>	<u>Labor</u> <u>Factor</u>	<u>Per</u>	<u>Total</u> <u>Hours</u>	<u>Labor</u> <u>Rate</u>	<u>Total</u> <u>Labor</u>	<u>Total</u> <u>Cost</u>
<u>Kokolakis Self Perform</u>										
										0.00
Sub-Total				\$0.00					\$0.00	\$0.00
<u>Subcontracted</u>										
Cam-Ful Industries Inc.										16,831.00
Sub-Total										\$16,831.00
TOTAL DIRECT COST										\$16,831.00
Kokolakis OH @	10.00%									1,683.10
Kokolakis Profit @	10.00%									1,851.41
Bond Rate	1.50%									305.48
TOTAL PROPOSAL										\$20,670.99



INDUSTRIES INC.
P.O. BOX 279
PINEVILLE, NC 28134

Phone: 704/556-0301
Fax: 704/556-0366

June 1, 2023

Via Email: Johnmk@jkokolakis.com

Kokolakis Contracting
202 E Center Street
Tarpon Springs, FL 34689

Attn: John Kokolakis

**RE: GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ATCT & TRACON
PLUMBING SUBCONTRACT
CAM-FUL CHANGE REQUEST NUMBER 3786-500-004
ADD INSULATION TO THE COLD WATER PIPING PER THE ANSWER TO RFI 50**

Dear John

Please find the attached detailed labor, material, and equipment breakdown for the additional work required to add insulation to the cold water piping per the answer to RFI 50. After your review of the attached detailed breakdown for this additional work, please advise us upon approval and/or change order proceedings.

TOTAL CAM-FUL CHANGE REQUEST NUMBER 3786-500-004

\$16,831.00

If you have any questions or concerns regarding this change request for additional work, please feel free to contact our office.

Exclusions: No painting, ceiling grid or tile removal and replacement, power or control wiring, overtime work, concrete work, cutting or patching sheet rock or masonry or roofing. No vapor barrier for underground piping.

Note: Due to market price fluctuations beyond our control, this proposal is offered 30 days and may be withdrawn from consideration due to cost increase or change in job conditions creating additional cost of installation.

Sincerely,
CAM-FUL INDUSTRIES, INC.

Ron Morton

Ron Morton
Plumbing Project Manager

Attachments – (4)
2 – Labor & Material Breakdown
2 – Insulation Quotes

CC: 3786-500 CR
TCC / RS

RM/mz



INDUSTRIES INC.
P.O. BOX 279
PINEVILLE, NC 28134

Phone: 704/556-0301
Fax: 704/556-0366

CHANGE REQUEST LABOR & MATERIAL BREAKDOWN

ATTENTION:	John Kokolakis; Kokolakis Contracting						
JOB NAME:	Greater Asheville Regional Airport Authority ATCT & TRACON						
JOB NUMBER:	3786-500						
CHANGE REQUEST NUMBER:	3786-500-004						
CHANGE REQUEST DESCRIPTION:	Add Insulation to the Cold Water Piping Per the Answer to RFI 50						
1	COST OF MATERIALS (Per attached breakdown)						\$ -
2	EQUIPMENT RENTAL (Per attached breakdown)						\$ -
3	SUBTOTAL I (Add lines 1 & 2)						\$ -
4	SALES TAX (7.25% of Subtotal I)						\$ -
5	LABOR						
	GENERAL LABOR	HRS @	\$	55.61	\$	-	
	OPERATOR LABOR	HRS @	\$	57.17	\$	-	
	PLUMBER LABOR	HRS @	\$	59.90	\$	-	
	HVAC DUCT LABOR	HRS @	\$	58.73	\$	-	
	PIPE FITTER LABOR	HRS @	\$	71.01	\$	-	
	FIRE PROTECTION LABOR	HRS @	\$	56.13	\$	-	
	DETAILING/TECHNICIAN LABOR	HRS @	\$	75.00	\$	-	
							LABOR SUBTOTAL \$ -
6	LABOR BURDEN (Insurance & related payroll cost - 46.55% of line 5)						N/A
7	SUBTOTAL II (Add lines 3, 4, 5, and 6)						\$ -
8	GENERAL OVERHEAD						
	N/A						
	N/A - if change involves deduction						
9	PROFIT						\$ -
	10% - if change involves additional cost						
	N/A - if change involves deduction						
	SUBCONTRACT WORK (Itemized breakdown(s) attached)						
	Insulator (Tracon)				\$	9,050.00	
	Insulator (ATCT)				\$	6,025.00	
					\$	-	
10	TOTAL SUBCONTRACT(S)						\$ 15,075.00
11	COMMISSION ON SUBCONTRACT(S)						\$ 1,507.50
	10% - if change involves additional cost						
	0% - if change involves deduction						
12	FINAL SUBTOTAL (Add lines 7, 8, 9, 10, and 11)						\$ 16,582.50
13	BONDS COST						\$ 248.74
	(3786 - Yes)						
	TOTAL CHANGE REQUEST:						\$ 16,831.24
	EXTENSION OF TIME REQUESTED:						

SOUTHERN THERMAL PROVIDERS

658 GRIFFITH ROAD SUITE 132

CHARLOTTE N.C. 28217

OFFICE 980-498-2829 EMAIL BS@SOUTHERNTHERMALPROVIDERS.COM

INSULATION PROPOSAL

DATE – 5/31/23

JOB – ASHVILLE REGIONAL TRACON COLD WATER

LOCATION – ASHVILLE NC

CONTRACTOR – CAM-FUL

WRITTEN BY – BOB SIMS

TERMS – 30 DAYS NET

DESCRIPTION – FURNISH AND INSTALL INSULATION FOR THE FOLLOWING.

- 1. NEW DOMESTIC COLD WATER PIPE**
- 2. THIS ID FOR THE COLD WATER PIPE ONLY.**

- AS PER PLANS DATED 12/21/22

- SEE NOTE FOR ADD / EXCLUSIONS ***

AMOUNT REQUESTED - \$9,050.00

ONLY THE WORK LISTED ABOVE SHALL BE INCLUDED IN THIS PROPOSAL.

THIS PROPOSAL IS GOOD FOR 30 DAYS FROM THE DATE ABOVE.

OTHER EXCLUSION MAY APPLY.

NOTE – NO EXISTING DUCT OR PIPE. NO TOILET EXHAUSTS. NO WASTE OR VENT PIPE.

SOUTHERN THERMAL PROVIDERS

658 GRIFFITH ROAD SUITE 132

CHARLOTTE N.C. 28217

OFFICE 980-498-2829 EMAIL BS@SOUTHERNTHERMALPROVIDERS.COM

INSULATION PROPOSAL

DATE – 5/31/23

JOB – ASHVILLE REGIONAL ATCT COLD WATER ONLY.

LOCATION – ASHVILLE NC

CONTRACTOR – CAM-FUL

WRITTEN BY – BOB SIMS

TERMS – 30 DAYS NET

DESCRIPTION – FURNISH AND INSTALL INSULATION FOR THE FOLLOWING.

- 1. NEW DOMESTIC COLD WATER PIPE.**
- 2. THIS IS FOR THE COLD WATER PIPE ONLY.**

- AS PER PLANS DATED 12/21/22

- SEE NOTE FOR ADD / EXCLUSIONS ***

AMOUNT REQUESTED - \$6,250.00

ONLY THE WORK LISTED ABOVE SHALL BE INCLUDED IN THIS PROPOSAL.

THIS PROPOSAL IS GOOD FOR 30 DAYS FROM THE DATE ABOVE.

OTHER EXCLUSION MAY APPLY.

NOTE – NO EXISTING DUCT OR PIPE. NO TOILET EXHAUSTS. NO WASTE OR VENT PIPE.



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: February 14, 2024

ITEM DESCRIPTION – Information Section Item A

December 2024 Traffic Report – Asheville Regional Airport

SUMMARY

December 2024 overall passenger traffic numbers were down 16.2% compared to the same period last year. Passenger traffic numbers reflect a 14.7% decrease in passenger enplanements from December 2023. Enplanements for Fiscal Year to Date total 558,756 which is a 13.4% decrease over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in December 2024 were down by 18.4%. There were 61 flight cancellations for the month.

American Airlines: American's December 2024 passenger enplanements represent a 10.6% decrease over the same period last year. There were 4 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in December 2024 decreased by 8.3% compared to December 2023. There were no flight cancellations for the month.

United Airlines: In December 2024, United Airlines saw a decrease in enplanements by 16.4% over the same period last year. There were no flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

December, 2024



Category	Dec 2024	Dec 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change	*MOV12-2024	*MOV12-2023	Percentage Change
Passenger Traffic									
Enplaned	75,612	88,648	-14.7%	1,094,197	1,126,235	-2.8%	1,094,197	1,126,235	-2.8%
Deplaned	73,326	89,046	-17.7%	1,079,928	1,120,176	-3.6%	1,079,928	1,120,176	-3.6%
Total	148,938	177,694	-16.2 %	2,174,125	2,246,411	-3.2 %	2,174,125	2,246,411	-3.2 %
Aircraft Operations									
Airlines	1,492	1,817	-17.9%	22,274	21,238	4.9%	22,274	21,238	4.9%
Commuter/Air Taxi	607	513	18.3%	9,526	10,031	-5.0%	9,526	10,031	-5.0%
Subtotal	2,099	2,330	-9.9 %	31,800	31,269	1.7 %	31,800	31,269	1.7 %
General Aviation	2,188	3,014	-27.4%	42,012	45,912	-8.5%	42,012	45,912	-8.5%
Military	160	215	-25.6%	3,302	3,875	-14.8%	3,302	3,875	-14.8%
Subtotal	2,348	3,229	-27.3 %	45,314	49,787	-9.0 %	45,314	49,787	-9.0 %
Total	4,447	5,559	-20.0 %	77,114	81,056	-4.9 %	77,114	81,056	-4.9 %
Fuel Gallons									
FF-100LL	7,508	14,741	-49.1%	168,230	202,028	-16.7%	168,230	202,028	-16.7%
FF-JETA-GA	117,643	104,993	12.1%	1,806,369	1,914,761	-5.7%	1,806,369	1,914,761	-5.7%
Subtotal	125,151	119,734	4.5 %	1,974,599	2,116,789	-6.7 %	1,974,599	2,116,789	-6.7 %
FF-JETA-AL	791,628	933,546	-15.2%	11,644,905	11,142,579	4.5%	11,644,905	11,142,579	4.5%
Subtotal	791,628	933,546	-15.2 %	11,644,905	11,142,579	4.5 %	11,644,905	11,142,579	4.5 %
Total	916,779	1,053,280	-13.0 %	13,619,504	13,259,368	2.7 %	13,619,504	13,259,368	2.7 %

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

*CYTD- 2024 = Adj. to Total Enplanements, Seats, & Load Factor, (Delta Adj. Nov. 24) revised.

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

December, 2024



	Dec 2024	Dec 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change
Allegiant Air						
Enplanements	33,105	40,546	-18.35%	456,243	480,408	-05.03%
Seats	45,511	51,408	-11.47%	593,833	571,962	03.82%
Load Factor	72.74%	78.87%	-07.77%	76.83%	83.99%	-08.52%
American Airlines						
Enplanements	18,481	20,677	-10.62%	281,985	298,502	-05.53%
Seats	20,698	27,204	-23.92%	378,430	385,716	-01.89%
Load Factor	89.29%	76.01%	17.47%	74.51%	77.39%	-03.72%
Delta Air Lines						
Enplanements	17,488	19,074	-08.31%	238,653	237,963	00.29%
Seats	19,104	23,535	-18.83%	296,982	285,494	04.02%
Load Factor	91.54%	81.05%	12.94%	80.36%	83.35%	-03.59%
JetBlue Airways						
Enplanements	0	0	00.00%	8,705	7,409	17.49%
Seats	0	0	00.00%	11,090	8,450	31.24%
Load Factor	00.00%	00.00%	00.00%	78.49%	87.68%	-10.48%
Sun Country						
Enplanements	0	531	-100.00%	9,190	16,535	-44.42%
Seats	0	1,116	-100.00%	13,020	23,250	-44.00%
Load Factor	00.00%	47.58%	-100.00%	70.58%	71.12%	-00.76%
United Airlines						
Enplanements	6,538	7,820	-16.39%	99,421	85,418	16.39%
Seats	7,198	8,540	-15.71%	117,222	98,490	19.02%
Load Factor	90.83%	91.57%	-00.81%	84.81%	86.73%	-02.21%
Totals						
Enplanements	75,612	88,648	-14.71%	1,094,197	1,126,235	-02.84%
Seats	92,511	111,803	-17.26%	1,410,577	1,373,362	02.71%
Load Factor	81.73%	79.29%	03.08%	77.57%	82.01%	-05.41%

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

*CYTD- 2024 = Adj. to Total Enplanements, Seats, & Load Factor, (Delta Adj. Nov. 24) revised.

Airline Flight Completions

Asheville Regional Airport

December, 2024

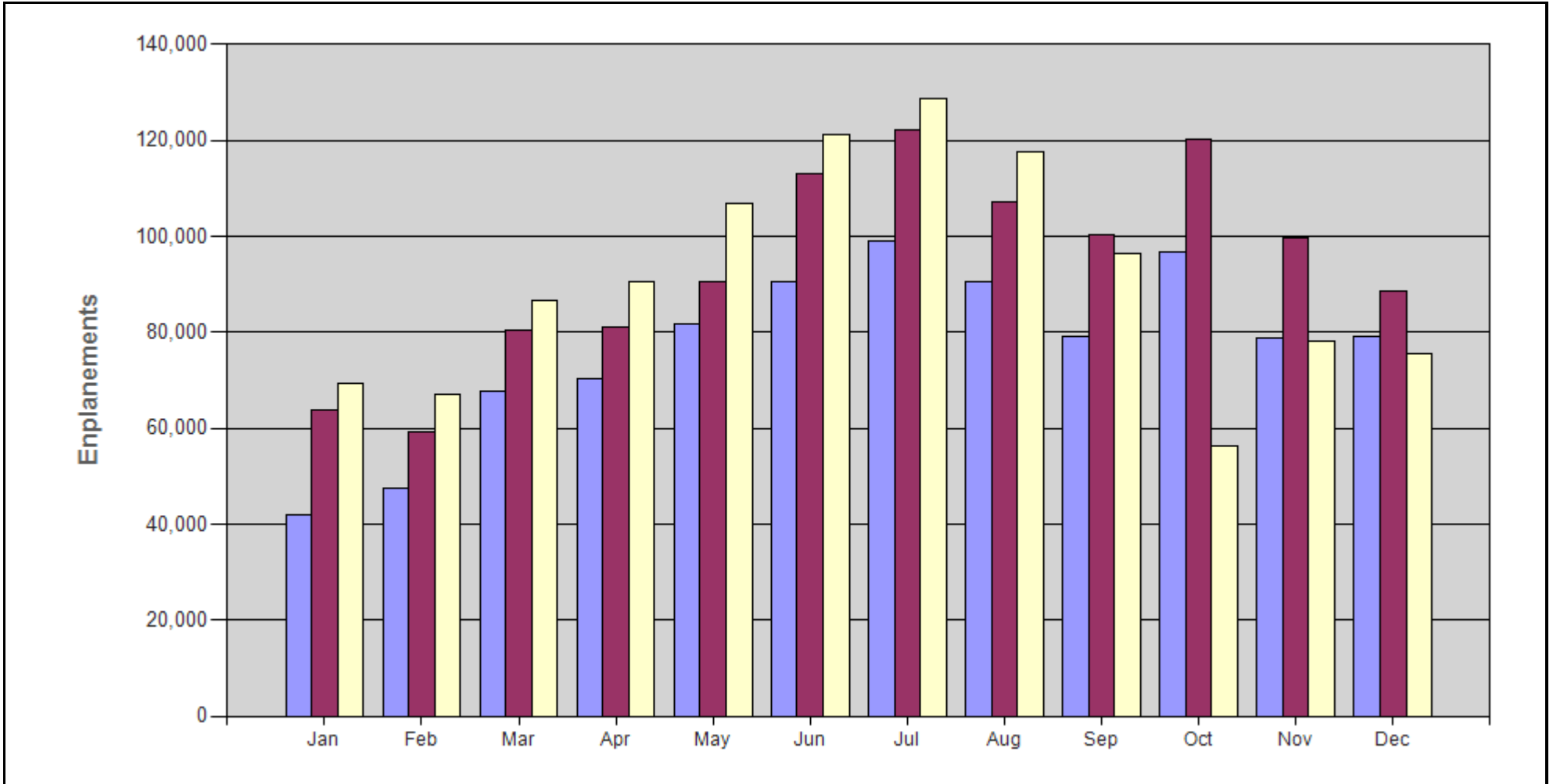


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	312	0	0	0	61	61	80.5%
American Airlines	303	0	0	4	0	4	98.7%
Delta Air Lines	213	0	0	0	0	0	100.0%
United Airlines	101	0	0	0	0	0	100.0%
Total	929	0	0	4	61	65	93.0%

Monthly Enplanements By Year

Asheville Regional Airport

December, 2024

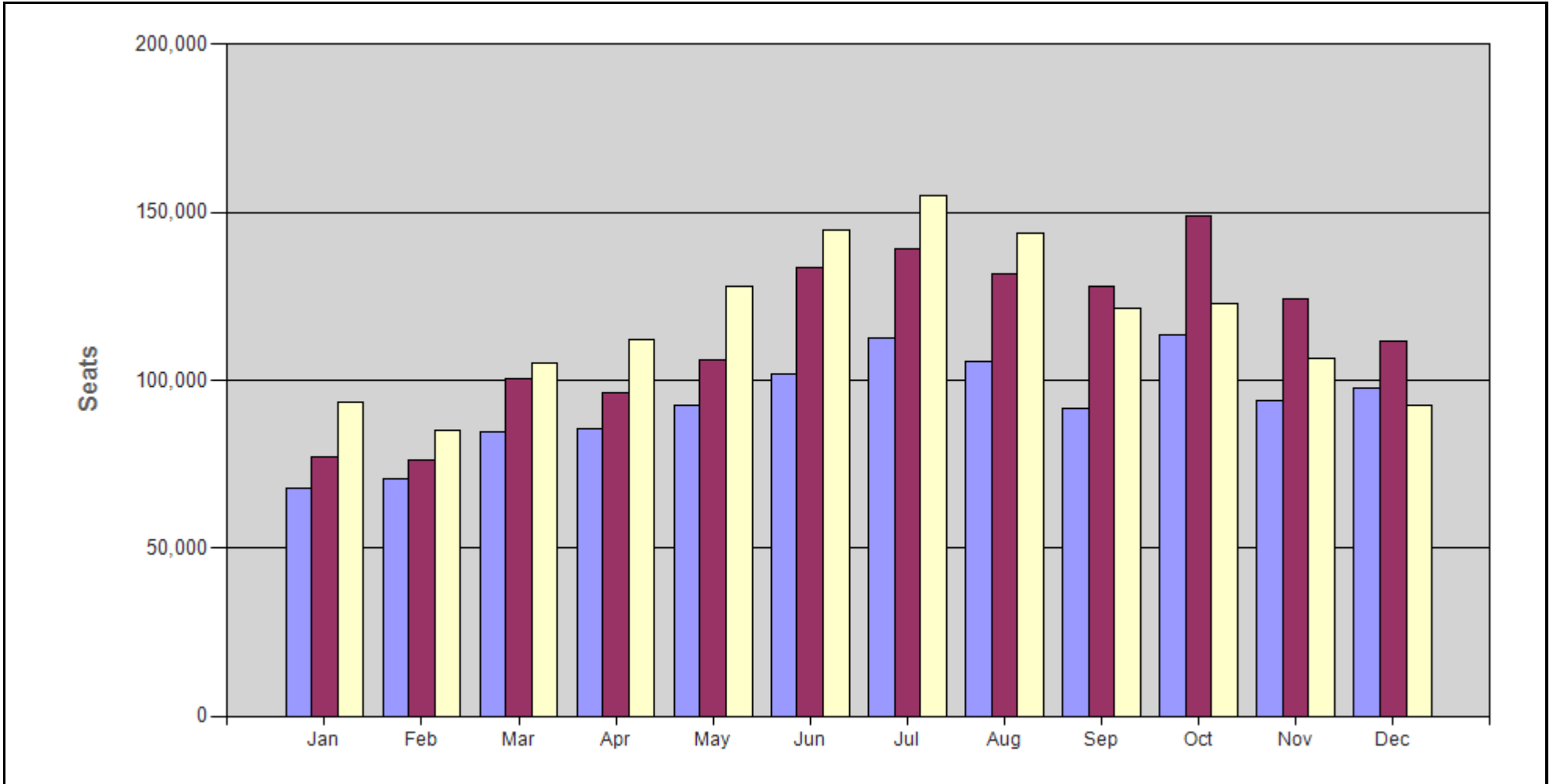


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
	2024	69,298	66,942	86,585	90,518	106,873	121,083	128,856	117,738	96,274	56,335	78,083	75,612

Monthly Seats By Year

Asheville Regional Airport

December, 2024

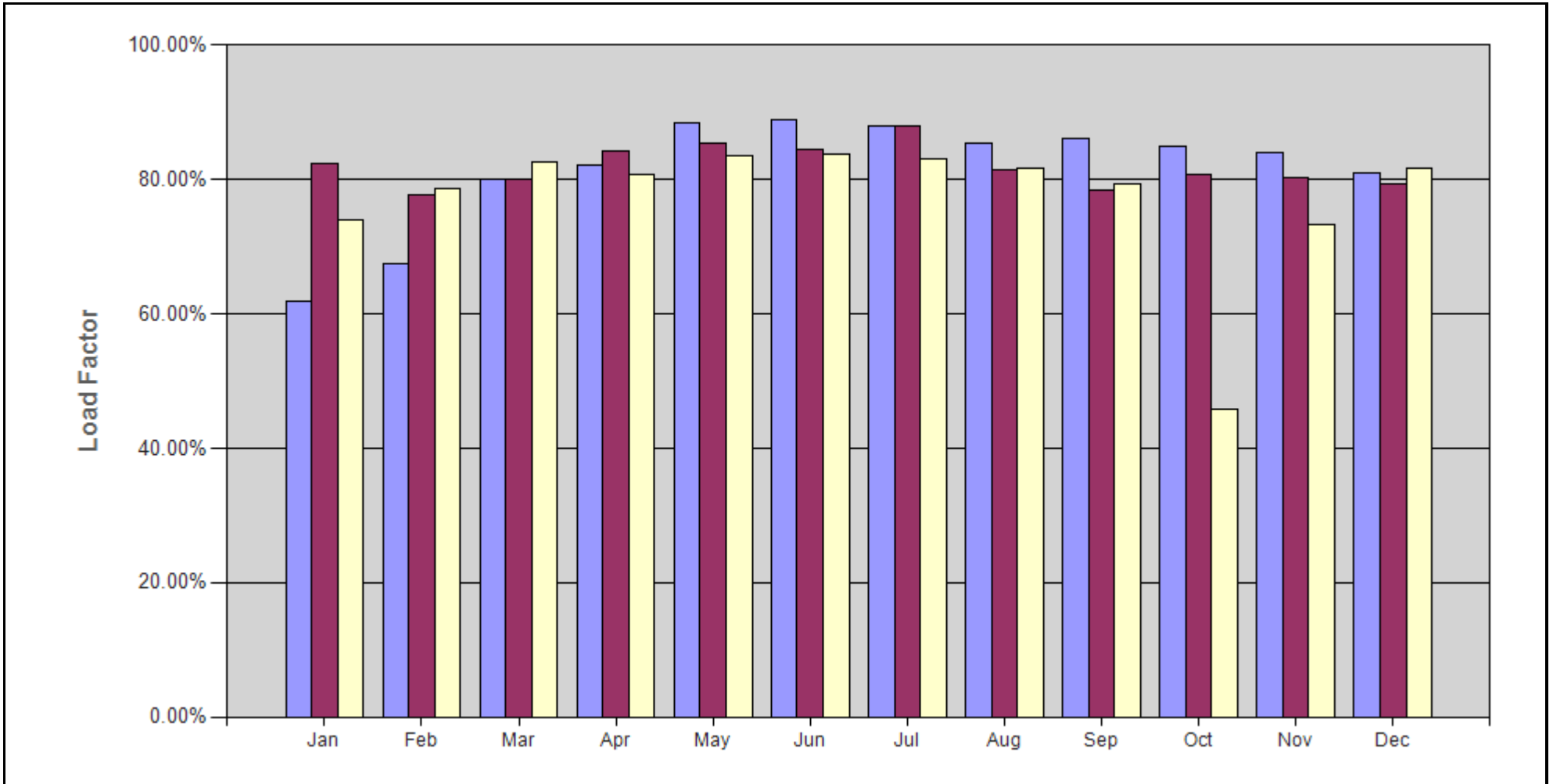


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	67,869	70,496	84,599	85,726	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
	2024	93,525	85,102	104,933	112,150	128,091	144,497	155,097	143,970	121,457	122,864	106,380	92,511

Monthly Load Factors By Year

Asheville Regional Airport

December, 2024

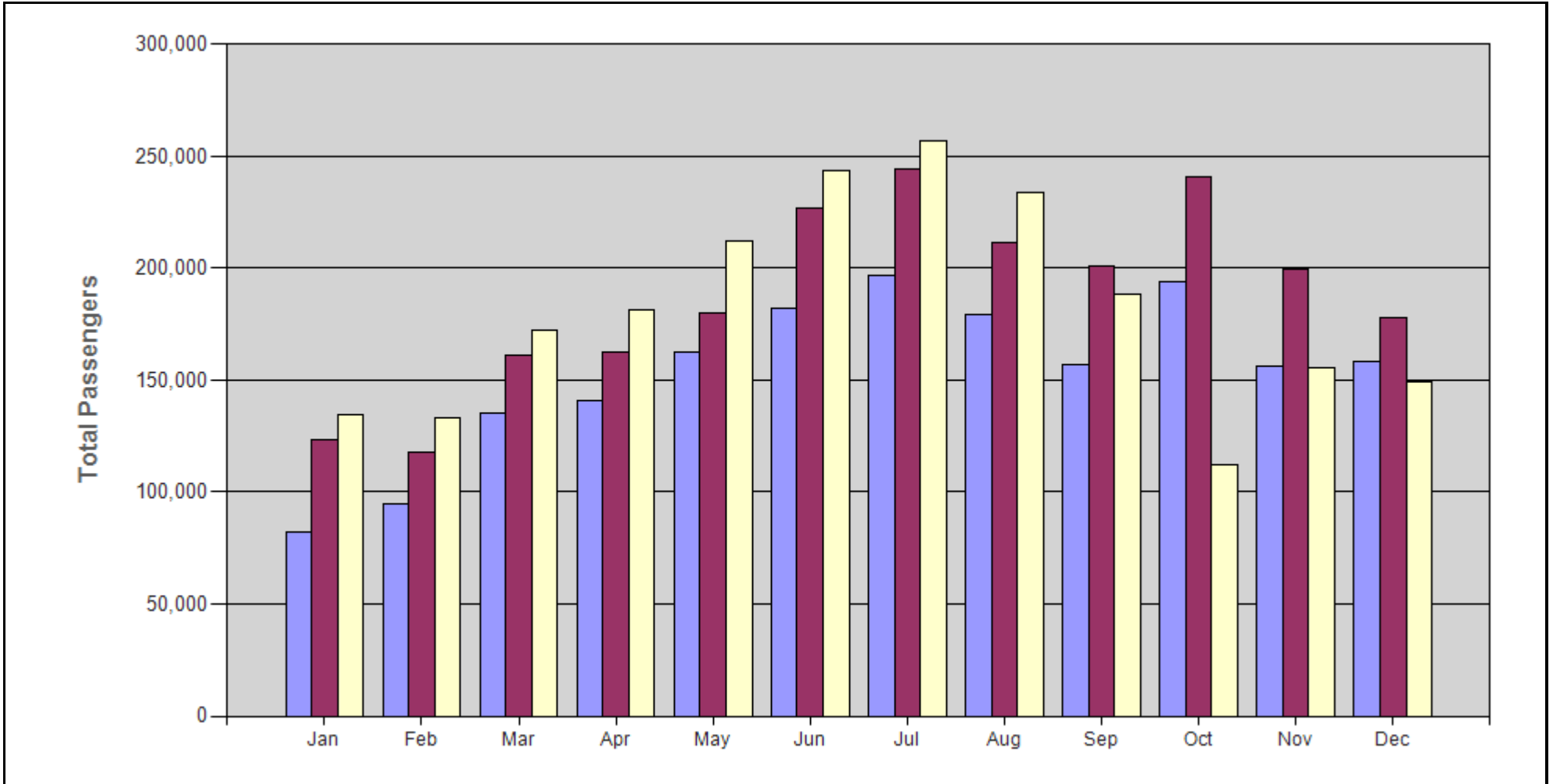


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	61.77%	67.57%	80.00%	82.08%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
	2024	74.10%	78.66%	82.51%	80.71%	83.44%	83.80%	83.08%	81.78%	79.27%	45.85%	73.40%	81.73%

Total Monthly Passengers By Year

Asheville Regional Airport

December, 2024

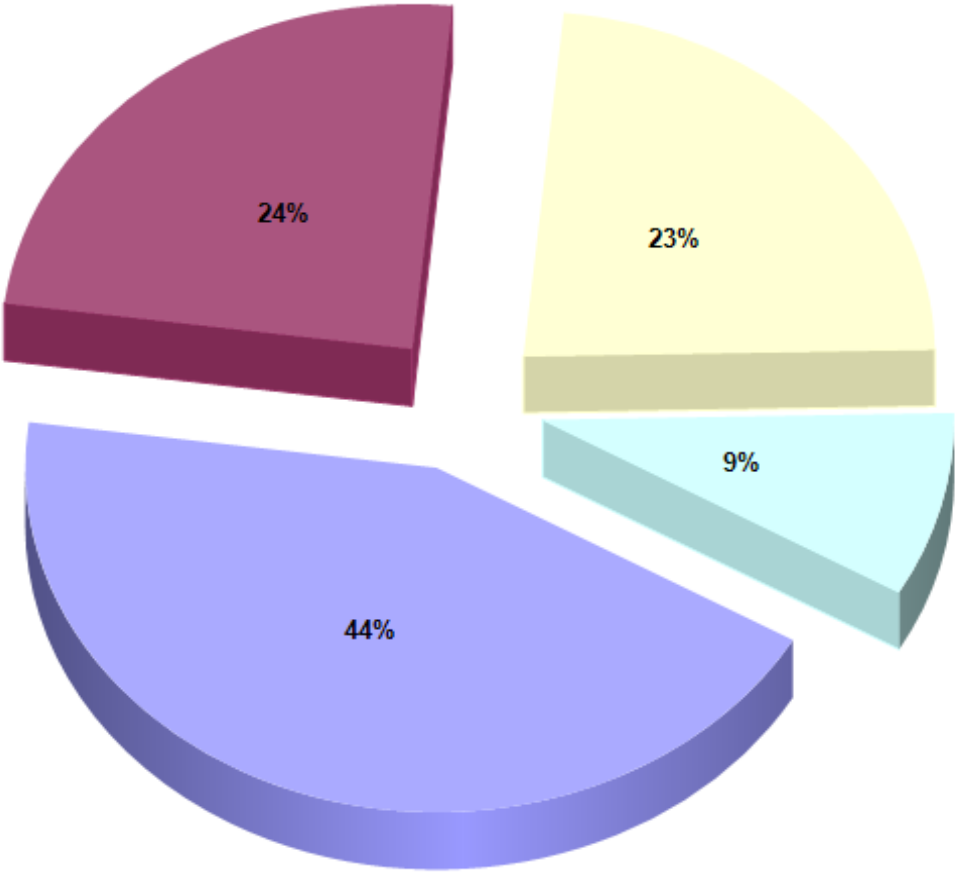


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
	2024	134,630	133,022	172,380	181,705	212,267	243,473	257,095	234,053	188,581	112,191	155,790	148,938

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

December, 2024



Allegiant Air American Airlines Delta Air Lines United Airlines

AVL - Three month schedule Summary Report
 March 2025 to May 2025 vs. March 2024 to May 2024

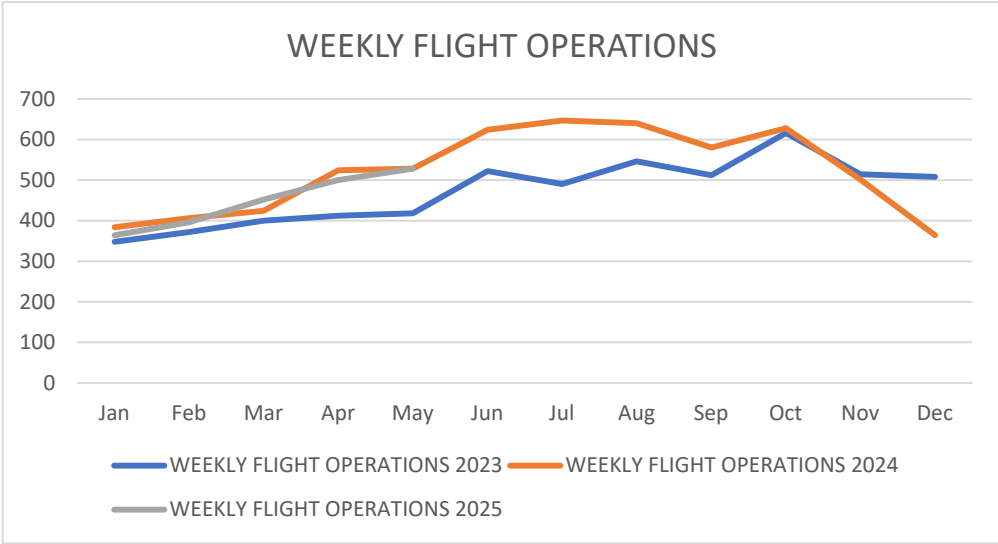
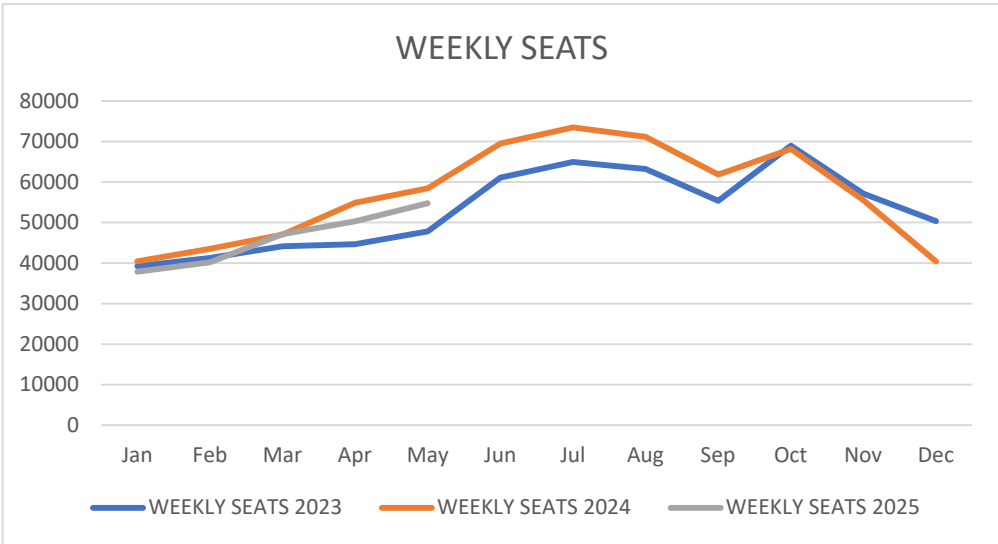
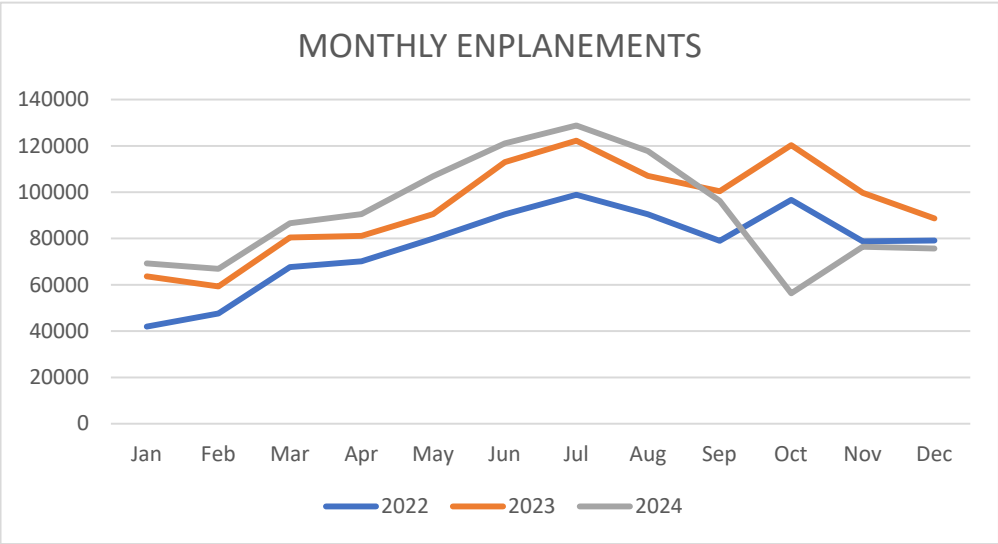
29-Jan-25

Note: Representative of a sample week of a given month

Mkt AI	Travel Period		Mar 2025		Mar 2024		Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	CLT	42	2,984	47	3,327	(5)	(343)	(10.6%)	(10.3%)
AA	CLT-AVL	CLT	AVL	42	2,984	47	3,327	(5)	(343)	(10.6%)	(10.3%)
AA	AVL-DCA	AVL	DCA	7	455	6	390	1	65	16.7%	16.7%
AA	DCA-AVL	DCA	AVL	7	455	6	390	1	65	16.7%	16.7%
AA	AVL-DFW	AVL	DFW	14	1,064	7	532	7	532	100.0%	100.0%
AA	DFW-AVL	DFW	AVL	14	1,064	7	532	7	532	100.0%	100.0%
AA	AVL-LGA	AVL	LGA	7	532	6	456	1	76	16.7%	16.7%
AA	LGA-AVL	LGA	AVL	7	532	6	456	1	76	16.7%	16.7%
AA	AVL-MIA	AVL	MIA	0	0	0	0	0	0	-	-
AA	MIA-AVL	MIA	AVL	0	0	0	0	0	0	-	-
AA	AVL-ORD	AVL	ORD	0	0	0	0	0	0	-	-
AA	ORD-AVL	ORD	AVL	0	0	0	0	0	0	-	-
AA	AVL-PHL	AVL	PHL	0	0	7	350	(7)	(350)	(100.0%)	(100.0%)
AA	PHL-AVL	PHL	AVL	0	0	7	350	(7)	(350)	(100.0%)	(100.0%)
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	AVL	47	4,305	45	4,950	2	(645)	4.4%	(13.0%)
DL	AVL-ATL	AVL	ATL	47	4,305	45	4,950	2	(645)	4.4%	(13.0%)
DL	AVL-DTW	AVL	DTW	0	0	0	0	0	0	-	-
DL	DTW-AVL	DTW	AVL	0	0	0	0	0	0	-	-
DL	AVL-LGA	AVL	LGA	7	532	7	526	0	6	0.0%	1.1%
DL	LGA-AVL	LGA	AVL	7	532	7	526	0	6	0.0%	1.1%
DL	AVL-MSP	AVL	MSP	0	0	0	0	0	0	-	-
DL	MSP-AVL	MSP	AVL	0	0	0	0	0	0	-	-
G4	AUS-AVL	AUS	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-AUS	AVL	AUS	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-BOS	AVL	BOS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	BOS-AVL	BOS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-BWI	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	DEN-AVL	DEN	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-EWR	AVL	EWR	3	468	2	372	1	96	50.0%	25.8%
G4	EWR-AVL	EWR	AVL	3	468	2	372	1	96	50.0%	25.8%
G4	AVL-EYW	AVL	EYW	3	468	2	312	1	156	50.0%	50.0%
G4	EYW-AVL	EYW	AVL	3	468	2	312	1	156	50.0%	50.0%
G4	AVL-FLL	AVL	FLL	15	2,340	13	2,418	2	(78)	15.4%	(3.2%)
G4	FLL-AVL	FLL	AVL	15	2,340	13	2,418	2	(78)	15.4%	(3.2%)
G4	AVL-HOU	AVL	HOU	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	HOU-AVL	HOU	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-LAS	AVL	LAS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	LAS-AVL	LAS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-MCO	AVL	MCO	4	624	0	0	4	624	-	-
G4	MCO-AVL	MCO	AVL	4	624	0	0	4	624	-	-
G4	AVL-MDW	AVL	MDW	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL	PBI	4	624	2	372	2	252	100.0%	67.7%
G4	PBI-AVL	PBI	AVL	4	624	2	372	2	252	100.0%	67.7%
G4	AVL-PGD	AVL	PGD	5	780	4	744	1	36	25.0%	4.8%
G4	PGD-AVL	PGD	AVL	5	780	4	744	1	36	25.0%	4.8%
G4	AVL-PHX	AVL	PHX	3	468	2	372	1	96	50.0%	25.8%
G4	PHX-AVL	PHX	AVL	3	468	2	372	1	96	50.0%	25.8%
G4	AVL-PIE	AVL	PIE	11	1,900	8	1,428	3	472	37.5%	33.1%
G4	PIE-AVL	PIE	AVL	11	1,900	8	1,428	3	472	37.5%	33.1%
G4	AVL-SFB	AVL	SFB	12	2,008	8	1,488	4	520	50.0%	34.9%
G4	SFB-AVL	SFB	AVL	12	2,008	8	1,488	4	520	50.0%	34.9%
G4	AVL-SRQ	AVL	SRQ	4	624	2	372	2	252	100.0%	67.7%
G4	SRQ-AVL	SRQ	AVL	4	624	2	372	2	252	100.0%	67.7%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	0	0	0	0	0	0	-	-
SY	MSP-AVL	MSP	AVL	0	0	0	0	0	0	-	-
UA	AVL-DEN	AVL	DEN	0	0	7	490	(7)	(490)	(100.0%)	(100.0%)
UA	DEN-AVL	DEN	AVL	0	0	7	490	(7)	(490)	(100.0%)	(100.0%)
UA	AVL-EWR	AVL	EWR	7	508	7	490	0	18	0.0%	3.7%
UA	EWR-AVL	EWR	AVL	7	508	7	490	0	18	0.0%	3.7%
UA	AVL-IAD	AVL	IAD	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	AVL	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	ORD	21	1,346	14	996	7	350	50.0%	35.1%
UA	ORD-AVL	ORD	AVL	21	1,346	14	996	7	350	50.0%	35.1%
Total			452	47,180	424	46,602	28	578	6.6%	1.2%	

Mkt AI	Travel Period			Apr 2025		Apr 2024		Diff YoY		Percent Diff YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	CLT	42	3,402	55	3,974	(13)	(572)	(23.6%)	(14.4%)
AA	CLT-AVL	CLT	AVL	42	3,402	55	3,974	(13)	(572)	(23.6%)	(14.4%)
AA	AVL-DCA	AVL	DCA	7	455	14	910	(7)	(455)	(50.0%)	(50.0%)
AA	DCA-AVL	DCA	AVL	7	455	14	910	(7)	(455)	(50.0%)	(50.0%)
AA	AVL-DFW	AVL	DFW	7	532	11	1,132	(4)	(600)	(36.4%)	(53.0%)
AA	DFW-AVL	DFW	AVL	7	532	11	1,132	(4)	(600)	(36.4%)	(53.0%)
AA	AVL-LGA	AVL	LGA	9	684	7	532	2	152	28.6%	28.6%
AA	LGA-AVL	LGA	AVL	9	684	7	532	2	152	28.6%	28.6%
AA	AVL-MIA	AVL	MIA	7	532	0	0	7	532	-	-
AA	MIA-AVL	MIA	AVL	7	532	0	0	7	532	-	-
AA	AVL-ORD	AVL	ORD	7	532	7	350	0	182	0.0%	52.0%
AA	ORD-AVL	ORD	AVL	7	532	7	350	0	182	0.0%	52.0%
AA	AVL-PHL	AVL	PHL	7	350	7	350	0	0	0.0%	0.0%
AA	PHL-AVL	PHL	AVL	7	350	7	350	0	0	0.0%	0.0%
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	AVL	47	4,551	45	4,950	2	(399)	4.4%	(8.1%)
DL	AVL-ATL	AVL	ATL	47	4,551	45	4,950	2	(399)	4.4%	(8.1%)
DL	AVL-LGA	AVL	LGA	13	910	13	952	0	(42)	0.0%	(4.4%)
DL	LGA-AVL	LGA	AVL	13	910	13	952	0	(42)	0.0%	(4.4%)
DL	AVL-MSP	AVL	MSP	0	0	7	924	(7)	(924)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP	AVL	0	0	7	924	(7)	(924)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-AUS	AVL	AUS	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-BOS	AVL	BOS	7	1,092	4	744	3	348	75.0%	46.8%
G4	BOS-AVL	BOS	AVL	7	1,092	4	744	3	348	75.0%	46.8%
G4	AVL-BWI	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	DEN-AVL	DEN	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-EWR	AVL	EWR	3	468	2	372	1	96	50.0%	25.8%
G4	EWR-AVL	EWR	AVL	3	468	2	372	1	96	50.0%	25.8%
G4	AVL-EYW	AVL	EYW	3	468	2	312	1	156	50.0%	50.0%
G4	EYW-AVL	EYW	AVL	3	468	2	312	1	156	50.0%	50.0%
G4	AVL-FLL	AVL	FLL	13	2,028	12	2,232	1	(204)	8.3%	(9.1%)
G4	FLL-AVL	FLL	AVL	13	2,028	12	2,232	1	(204)	8.3%	(9.1%)
G4	AVL-HOU	AVL	HOU	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	HOU-AVL	HOU	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-LAS	AVL	LAS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	LAS-AVL	LAS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-MCO	AVL	MCO	3	468	0	0	3	468	-	-
G4	MCO-AVL	MCO	AVL	3	468	0	0	3	468	-	-
G4	AVL-MDW	AVL	MDW	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL	PBI	3	468	2	372	1	96	50.0%	25.8%
G4	PBI-AVL	PBI	AVL	3	468	2	372	1	96	50.0%	25.8%
G4	AVL-PGD	AVL	PGD	4	624	3	558	1	66	33.3%	11.8%
G4	PGD-AVL	PGD	AVL	4	624	3	558	1	66	33.3%	11.8%
G4	AVL-PHX	AVL	PHX	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	PHX-AVL	PHX	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-PIE	AVL	PIE	9	1,530	7	1,242	2	288	28.6%	23.2%
G4	PIE-AVL	PIE	AVL	9	1,530	7	1,242	2	288	28.6%	23.2%
G4	AVL-SFB	AVL	SFB	10	1,764	6	1,116	4	648	66.7%	58.1%
G4	SFB-AVL	SFB	AVL	10	1,764	6	1,116	4	648	66.7%	58.1%
G4	AVL-SRQ	AVL	SRQ	4	624	2	372	2	252	100.0%	67.7%
G4	SRQ-AVL	SRQ	AVL	4	624	2	372	2	252	100.0%	67.7%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	7	532	7	490	0	42	0.0%	8.6%
UA	DEN-AVL	DEN	AVL	7	532	7	490	0	42	0.0%	8.6%
UA	AVL-EWR	AVL	EWR	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	EWR-AVL	EWR	AVL	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	AVL-IAD	AVL	IAD	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	AVL	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	ORD	21	1,232	21	1,336	0	(104)	0.0%	(7.8%)
UA	ORD-AVL	ORD	AVL	21	1,232	21	1,336	0	(104)	0.0%	(7.8%)
Total				500	50,312	518	53,996	(18)	(3,684)	(3.5%)	(6.8%)

Mkt AI	Travel Period		May 2025		May 2024		Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	CLT	42	3,843	53	4,679	(11)	(836)	(20.8%)	(17.9%)
AA	CLT-AVL	CLT	AVL	42	3,843	53	4,679	(11)	(836)	(20.8%)	(17.9%)
AA	AVL-DCA	AVL	DCA	14	910	14	910	0	0	0.0%	0.0%
AA	DCA-AVL	DCA	AVL	14	910	14	910	0	0	0.0%	0.0%
AA	AVL-DFW	AVL	DFW	14	1,428	14	1,582	0	(154)	0.0%	(9.7%)
AA	DFW-AVL	DFW	AVL	14	1,428	14	1,582	0	(154)	0.0%	(9.7%)
AA	AVL-LGA	AVL	LGA	9	607	7	532	2	75	28.6%	14.1%
AA	LGA-AVL	LGA	AVL	9	607	7	532	2	75	28.6%	14.1%
AA	AVL-MIA	AVL	MIA	7	532	0	0	7	532	-	-
AA	MIA-AVL	MIA	AVL	7	532	0	0	7	532	-	-
AA	AVL-ORD	AVL	ORD	7	532	7	455	0	77	0.0%	16.9%
AA	ORD-AVL	ORD	AVL	7	532	7	455	0	77	0.0%	16.9%
AA	AVL-PHL	AVL	PHL	14	700	8	426	6	274	75.0%	64.3%
AA	PHL-AVL	PHL	AVL	14	700	8	426	6	274	75.0%	64.3%
B6	AVL-BOS	AVL	BOS	2	280	0	0	2	280	-	-
B6	BOS-AVL	BOS	AVL	2	280	0	0	2	280	-	-
DL	ATL-AVL	AVL	ATL	47	5,170	45	4,950	2	220	4.4%	4.4%
DL	AVL-ATL	AVL	ATL	47	5,170	45	4,950	2	220	4.4%	4.4%
DL	AVL-LGA	AVL	LGA	13	910	13	988	0	(78)	0.0%	(7.9%)
DL	LGA-AVL	LGA	AVL	13	910	13	988	0	(78)	0.0%	(7.9%)
DL	AVL-MSP	AVL	MSP	0	0	7	999	(7)	(999)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP	AVL	0	0	7	999	(7)	(999)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS	AVL	2	336	2	312	0	24	0.0%	7.7%
G4	AVL-AUS	AVL	AUS	2	336	2	312	0	24	0.0%	7.7%
G4	AVL-BOS	AVL	BOS	4	696	2	372	2	324	100.0%	87.1%
G4	BOS-AVL	BOS	AVL	4	696	2	372	2	324	100.0%	87.1%
G4	AVL-BWI	AVL	BWI	0	0	3	558	(3)	(558)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	3	558	(3)	(558)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	DEN-AVL	DEN	AVL	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	AVL-EWR	AVL	EWR	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	EWR-AVL	EWR	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-EYW	AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	FLL	12	2,088	12	2,232	0	(144)	0.0%	(6.5%)
G4	FLL-AVL	FLL	AVL	12	2,088	12	2,232	0	(144)	0.0%	(6.5%)
G4	AVL-HOU	AVL	HOU	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	HOU-AVL	HOU	AVL	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	AVL-LAS	AVL	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL	MCO	1	180	2	372	(1)	(192)	(50.0%)	(51.6%)
G4	MCO-AVL	MCO	AVL	1	180	2	372	(1)	(192)	(50.0%)	(51.6%)
G4	AVL-MDW	AVL	MDW	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL	MSP	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MSP-AVL	MSP	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PBI	AVL	PBI	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	PBI-AVL	PBI	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PGD	AVL	PGD	3	540	4	744	(1)	(204)	(25.0%)	(27.4%)
G4	PGD-AVL	PGD	AVL	3	540	4	744	(1)	(204)	(25.0%)	(27.4%)
G4	AVL-PHX	AVL	PHX	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	PHX-AVL	PHX	AVL	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	AVL-PIE	AVL	PIE	9	1,544	7	1,242	2	302	28.6%	24.3%
G4	PIE-AVL	PIE	AVL	9	1,544	7	1,242	2	302	28.6%	24.3%
G4	AVL-SFB	AVL	SFB	9	1,572	7	1,281	2	291	28.6%	22.7%
G4	SFB-AVL	SFB	AVL	9	1,572	7	1,281	2	291	28.6%	22.7%
G4	AVL-SRQ	AVL	SRQ	4	696	2	372	2	324	100.0%	87.1%
G4	SRQ-AVL	SRQ	AVL	4	696	2	372	2	324	100.0%	87.1%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	7	490	7	490	0	0	0.0%	0.0%
UA	DEN-AVL	DEN	AVL	7	490	7	490	0	0	0.0%	0.0%
UA	AVL-EWR	AVL	EWR	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	EWR-AVL	EWR	AVL	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	AVL-IAD	AVL	IAD	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	AVL	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	ORD	21	1,232	21	1,584	0	(352)	0.0%	(22.2%)
UA	ORD-AVL	ORD	AVL	21	1,232	21	1,584	0	(352)	0.0%	(22.2%)
Total			528	54,792	528	58,460	0	(3,668)	0.0%	(6.3%)	





MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: February 14, 2025

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of December 2024

SUMMARY

Operating Revenues for the month of December were \$2,201,701, 6.9% under budget. Operating Expenses for the month were \$991,982, 44.7% under budget. As a result, Net Operating Revenues before Depreciation were \$1,209,719. Net Non-Operating Revenues were \$259,839.

Year-to-date Operating Revenues were \$15,320,836, 10.8% under budget. Year-to-date Operating Expenses were \$8,075,523, 30.6% under budget. Year-to-date Net Operating Revenues before Depreciation were \$7,245,313. Net Non-Operating Revenues for the year were \$2,218,094.

REVENUES

Significant variations to budget for December were:

Terminal space rent - airlines	(\$56,306)	(12.91%)	Under budget due to Hurricane Helene
Landing fees	(\$72,812)	(21.81%)	Under budget due to Hurricane Helene
Auto parking	(\$7,647)	(0.87%)	Under budget due to Hurricane Helene
Ground transportation	(\$14,646)	(40.63%)	Under budget due to Hurricane Helene

Information Section – Item B



EXPENSES

Significant variations to budget for December were:

Professional services	(\$33,148)	(66.07%)	Professional services less than anticipated
Contractual services	(\$276,860)	(77.12%)	Required services and invoicing less than anticipated for month
Travel & training	(\$16,902)	(63.67%)	Minimal travel during month
Utility services	(\$44,176)	(84.41%)	Minimal water & gas billing during month
Promotional activities	(\$33,977)	(87.87%)	Minimal activities during month
Operating supplies	(\$64,536)	(75.31%)	Supply purchases less than budget
Repairs & maintenance	(\$19,672)	(51.26%)	Minimal repairs during month

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$4.0M mostly due to terminal construction project.

Construction in Progress – Construction in Progress increased by \$11.2M mostly due to terminal and ATC tower construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$690K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of December 31, 2024**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	2.26%	\$ 31,794,316	\$ 66,267
NC Capital Management Trust - Cash Portfolio	4.47% *	33,224,210	125,599
Petty Cash		300	
<u>Restricted Cash:</u>			
Bank of America - PFC Revenue	2.26%	4,331,383	7,522
NC Capital Mgt Truts - PFC Revenue	4.47% *	19,650,989	74,287
BNY Mellon		852,277	
NC Capital Mgt Trust - 2022A Construction	4.47% *	172,071,320	650,387
NC Capital Mgt Trust - 2022A Parity Reserve	4.47% *	14,521,504	54,896
NC Capital Mgt Trust - 2022A Capitalized Interest	4.47% *	9,876,198	37,436
NC Capital Mgt Trust - 2023 Construction	4.47% *	38,117,324	144,092
NC Capital Mgt Trust - 2023 Capitalized Interest	4.47% *	9,506,606	35,938
Total		<u>\$ 333,946,427</u>	<u>\$ 1,196,424</u>

* Interest Rate = 30-day yield at month end

Investment Diversification:

Banks	11%
NC Capital Management Trust	89%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month December 2024**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 337,960,462	\$ 344,630,435
Net Income/(Loss) Before Capital Contributions	779,275	(785,054)
Depreciation	690,283	690,283
Decrease/(Increase) in Receivables	(188,651)	140,708
Increase/(Decrease) in Payables	1,593,545	1,769,569
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(11,210,125)	(7,585,657)
Principal Payments of Bond Maturities	-	-
Capital Contributions	4,321,638	(899,822)
Prior period adjustment - Forfeiture Funds	-	-
Increase(Decrease) in Cash	(4,014,035)	(6,669,973)
Cash and Investments End of Period	\$ 333,946,427	\$ 337,960,462

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of December 31, 2024**

	<u>Current Month</u>	<u>Last Month</u>
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$65,018,827	\$70,530,805
Accounts Receivable	1,185,573	1,249,503
Passenger Facility Charges Receivable	200,000	200,000
Refundable Sales Tax Receivable	1,383,499	1,130,917
Grants Receivable	99,773	99,773
Prepaid Expenses	14,388,710	14,388,710
GASB 87 Short-term Lease Receivable	1,865,594	1,865,594
Total Unrestricted Assets	<u>84,141,976</u>	<u>89,465,302</u>
Restricted Assets:		
Cash and Cash Equivalents	268,927,601	267,429,657
Total Restricted Assets	<u>268,927,601</u>	<u>267,429,657</u>
Total Current Assets	<u>353,069,577</u>	<u>356,894,959</u>
Noncurrent Assets:		
Construction in Progress	218,713,830	207,503,705
Net Pension Asset - LGERS	(3,724,851)	(3,724,851)
Benefit Payment - OPEB	150,674	150,674
Contributions in Current Year	2,787,406	2,787,406
GASB 87 Long-term Lease Receivable	12,759,398	12,759,398
Property and Equipment - Net	170,889,884	171,580,167
Total Noncurrent Assets	<u>401,576,341</u>	<u>391,056,499</u>
	<u>\$754,645,918</u>	<u>\$747,951,458</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$211,186	\$57,345
Customer Deposits	108,903	108,903
Unearned Revenue	339,042	431,267
Construction Contract Retainages	6,408,276	6,408,276
Revenue Bond Payable - Current	1,445,000	1,445,000
GASB 87 Short-term Deferred Revenue	2,215,750	2,215,750
Interest Payable	9,580,058	8,048,129
Total Payable from Unrestricted Assets	<u>20,308,215</u>	<u>18,714,670</u>
Total Current Liabilities	<u>20,308,215</u>	<u>18,714,670</u>
Noncurrent Liabilities:		
Pension Deferrals - OPEB	258,047	258,047
Other Postemployment Benefits	1,312,319	1,312,319
Compensated Absences	1,059,423	1,059,423
Net Pension Obligation-LEO Special Separation Allowance	942,674	942,674
GASB 87 Long-term Deferred Revenue	11,538,000	11,538,000
Revenue Bond Payable - 2016 - Noncurrent	9,415,000	9,415,000
Revenue Bond Payable - 2022A - Noncurrent	196,143,374	196,143,374
Revenue Bond Payable - 2023 - Noncurrent	187,899,320	187,899,320
Total Noncurrent Liabilities	<u>408,568,157</u>	<u>408,568,157</u>
Total Liabilities	<u>428,876,372</u>	<u>427,282,827</u>
Net Assets:		
Invested in Capital Assets	378,743,714	368,223,872
Restricted	268,927,601	267,429,657
Unrestricted	<u>(321,901,769)</u>	<u>(314,984,898)</u>
Total Net Assets	<u>325,769,546</u>	<u>320,668,631</u>
	<u>\$754,645,918</u>	<u>\$747,951,458</u>



Income Statement

Through 12/31/24

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	25,359.75	151,307.03	151,645.50	(338.47)	303,291.00	151,983.97
Terminal space rentals - airline	379,955.20	2,599,197.38	3,240,794.44	(641,597.06)	6,232,297.00	3,633,099.62
Landing fees	261,020.30	2,135,356.74	2,479,899.24	(344,542.50)	4,769,037.00	2,633,680.26
Concessions	83,764.61	605,167.11	652,210.00	(47,042.89)	1,254,250.00	649,082.89
Auto parking	867,352.65	5,683,256.33	6,500,000.00	(816,743.67)	12,500,000.00	6,816,743.67
Rental car - car rentals	323,637.93	2,369,177.74	2,357,878.64	11,299.10	4,534,382.00	2,165,204.26
Rental car - facility rent	72,183.66	433,101.96	421,357.00	11,744.96	842,714.00	409,612.04
Commerce ground transportation	21,404.36	250,734.01	267,800.00	(17,065.99)	515,000.00	264,265.99
FBOs	117,672.05	730,178.61	725,275.00	4,903.61	1,450,550.00	720,371.39
Building leases	2,139.72	15,917.77	21,385.59	(5,467.82)	38,038.00	22,120.23
Land leases	38,015.88	230,485.74	256,879.00	(26,393.26)	513,758.00	283,272.26
Other leases and fees	9,195.35	116,956.00	97,000.00	19,956.00	194,000.00	77,044.00
<i>Operating revenues Totals</i>	\$2,201,701.46	\$15,320,836.42	\$17,172,124.41	(\$1,851,287.99)	\$33,147,317.00	\$17,826,480.58
<i>Non-operating revenue and expense</i>						
Customer facility charges	243,655.50	1,640,386.00	1,461,690.00	178,696.00	2,682,000.00	1,041,614.00
Passenger facility charges	351,339.45	1,809,072.65	2,340,000.00	(530,927.35)	4,500,000.00	2,690,927.35
Interest revenue	1,196,423.73	8,333,513.76	5,100,000.00	3,233,513.76	10,200,000.00	1,866,486.24
Interest expense	(1,531,929.49)	(9,580,058.22)	(9,580,058.50)	.28	(19,160,117.00)	(9,580,058.78)
P-card rebate	.00	14,480.05	.00	14,480.05	.00	(14,480.05)
Miscellaneous	350.00	700.00	.00	700.00	.00	(700.00)
<i>Non-operating revenue and expense Totals</i>	\$259,839.19	\$2,218,094.24	(\$678,368.50)	\$2,896,462.74	(\$1,778,117.00)	(\$3,996,211.24)
Capital contributions	4,321,638.00	6,120,151.67	.00	6,120,151.67	.00	(6,120,151.67)



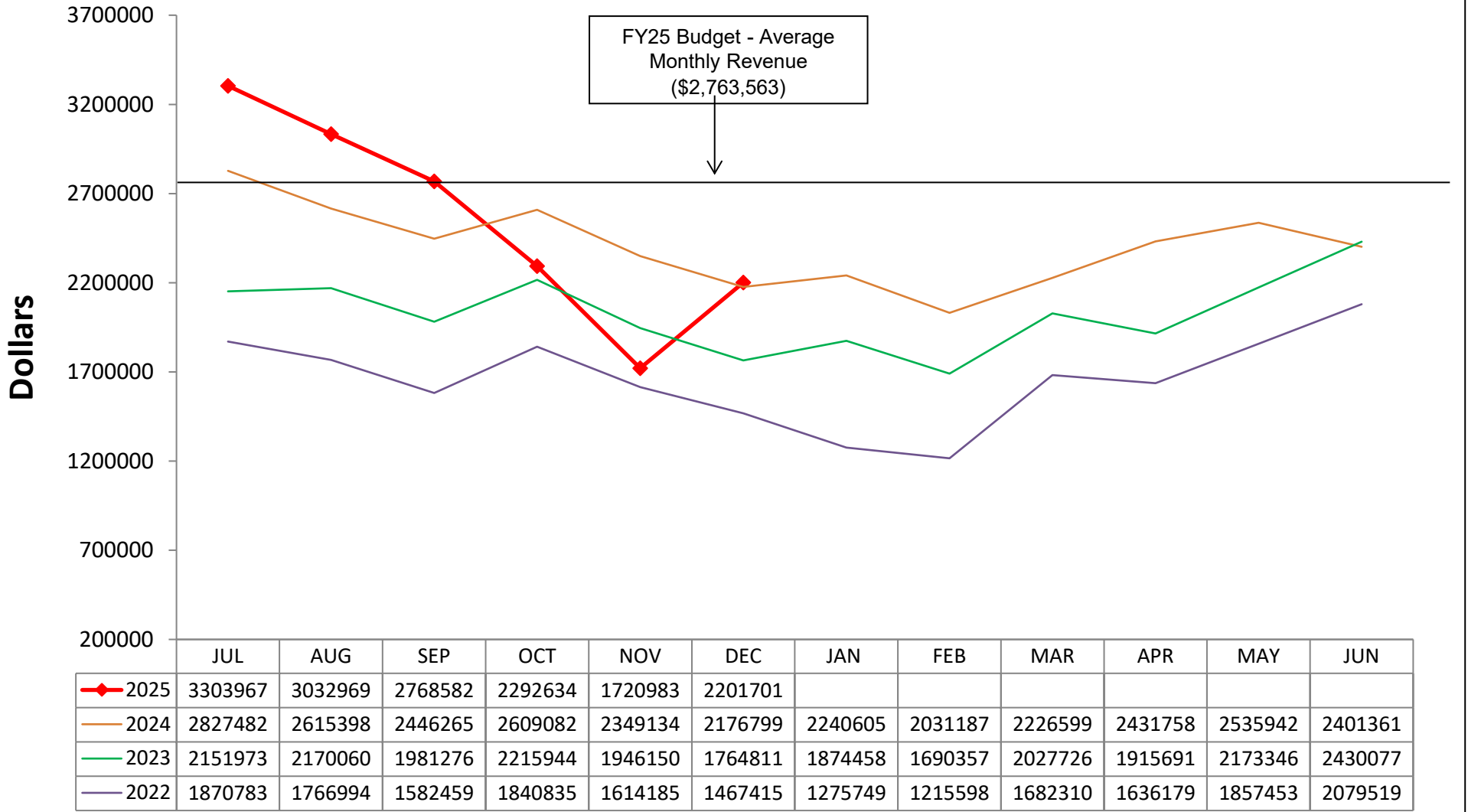
Income Statement

Through 12/31/24

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	807,466.76	5,079,276.57	6,818,603.50	(1,739,326.93)	13,637,207.00	8,557,930.43
Professional services	17,020.66	211,121.86	301,015.00	(89,893.14)	602,030.00	390,908.14
Other contractual services	82,134.61	1,212,656.55	2,153,969.50	(941,312.95)	4,307,939.00	3,095,282.45
Travel and training	9,646.21	51,688.46	159,290.00	(107,601.54)	318,580.00	266,891.54
Communiations	5,618.26	28,628.56	35,675.00	(7,046.44)	71,350.00	42,721.44
Utility services	8,157.78	191,092.39	314,005.00	(122,912.61)	628,010.00	436,917.61
Rentals and leases	3,547.50	32,024.41	32,255.00	(230.59)	64,510.00	32,485.59
Insurance	891.00	405,493.09	422,400.00	(16,906.91)	480,000.00	74,506.91
Advertising, printing and binding	311.63	3,451.65	7,475.00	(4,023.35)	14,950.00	11,498.35
Promotional activities	4,689.44	48,416.32	232,000.00	(183,583.68)	464,000.00	415,583.68
Other current charges and obligations	7,747.44	34,766.08	56,075.00	(21,308.92)	112,150.00	77,383.92
Operating supplies	21,162.61	320,656.15	514,192.50	(193,536.35)	1,028,385.00	707,728.85
Publications, subscriptions, memberships, etc.	1,582.50	53,693.38	42,087.00	11,606.38	84,174.00	30,480.62
Repairs and maintenance	18,702.61	309,966.96	230,250.00	79,716.96	460,500.00	150,533.04
Small equipment	3,303.07	25,210.72	50,750.00	(25,539.28)	101,500.00	76,289.28
Contingency	.00	.00	50,000.00	(50,000.00)	100,000.00	100,000.00
Emergency repairs	.00	.00	25,000.00	(25,000.00)	50,000.00	50,000.00
Business development	.00	67,380.09	200,000.00	(132,619.91)	400,000.00	332,619.91
Bad debt expense	.00	.00	.00	.00	.00	.00
<i>Operating expenses Totals</i>	\$991,982.08	\$8,075,523.24	\$11,645,042.50	(\$3,569,519.26)	\$22,925,285.00	\$14,849,761.76
<i>Depreciation</i>						
Depreciation	690,283.00	4,141,698.00	.00	4,141,698.00	.00	(4,141,698.00)
<i>Depreciation Totals</i>	\$690,283.00	\$4,141,698.00	\$0.00	\$4,141,698.00	\$0.00	(\$4,141,698.00)
Grand Totals						
REVENUE TOTALS	6,783,178.65	23,659,082.33	16,493,755.91	7,165,326.42	31,369,200.00	7,710,117.67
EXPENSE TOTALS	1,682,265.08	12,217,221.24	11,645,042.50	572,178.74	22,925,285.00	10,708,063.76
Grand Total Net Gain (Loss)	\$5,100,913.57	\$11,441,861.09	\$4,848,713.41	\$6,593,147.68	\$8,443,915.00	\$2,997,946.09

ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month December 2024

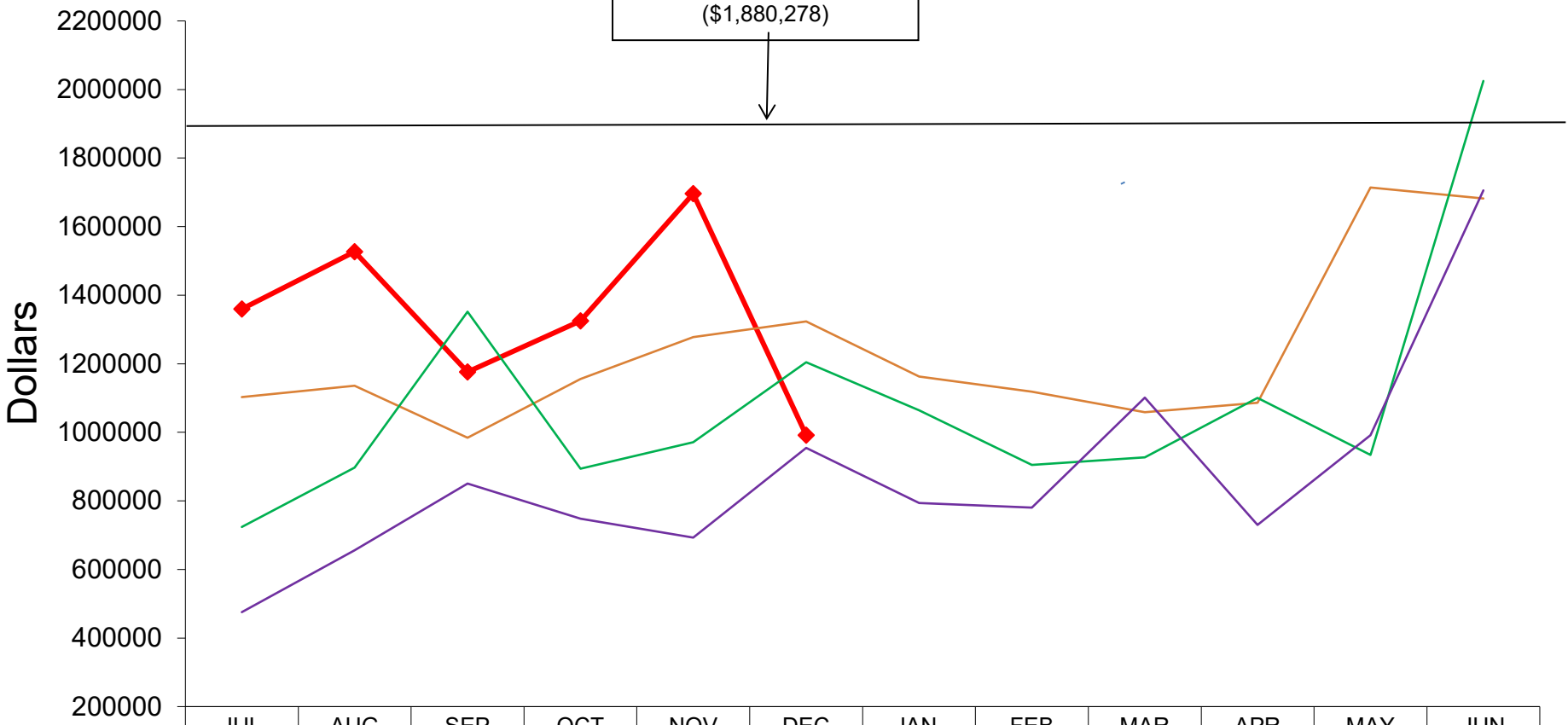


ASHEVILLE REGIONAL AIRPORT

Annual Operating Expenses by Month

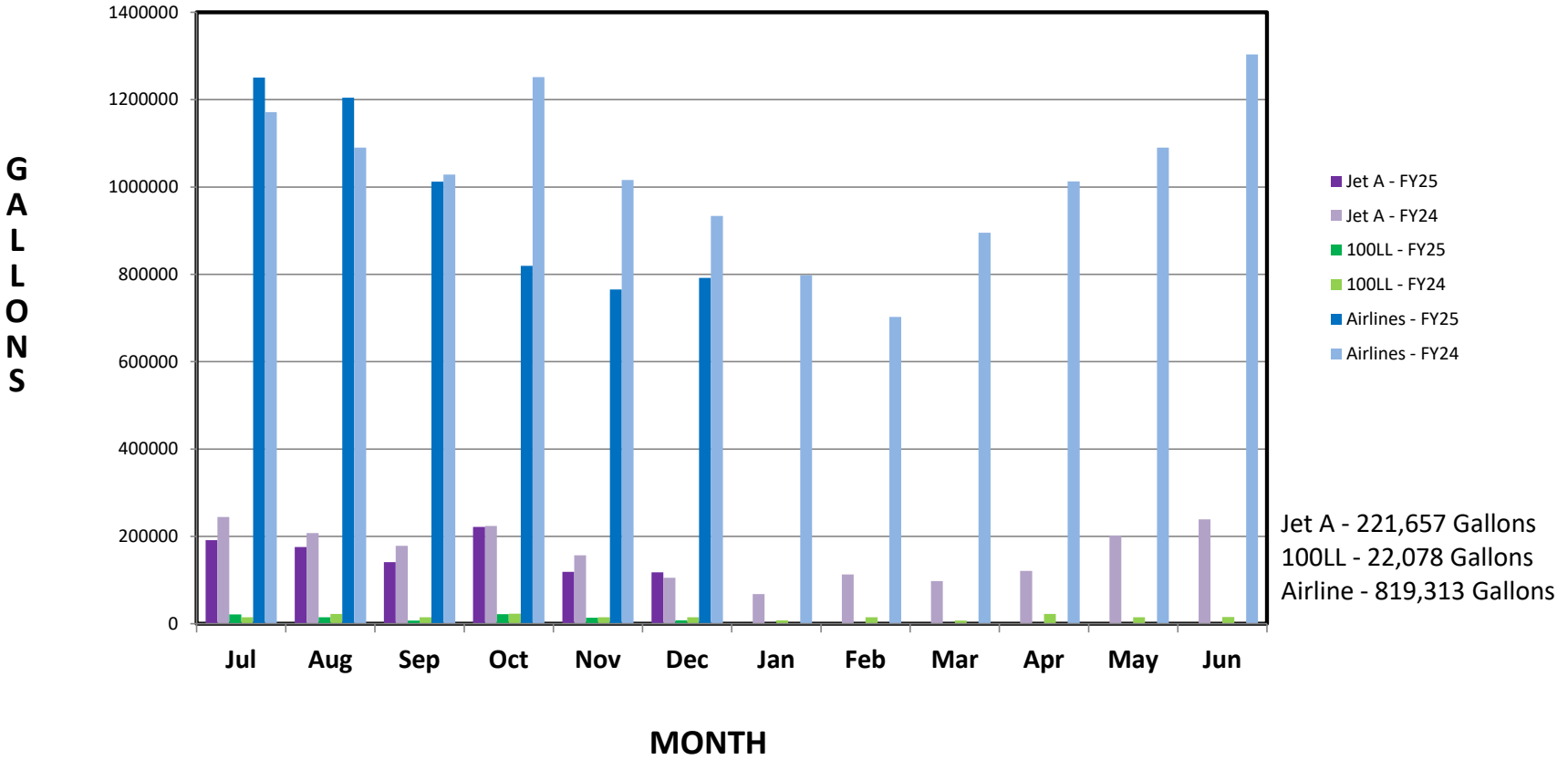
December 2024

FY 25 Budget - Average
Monthly Expenses
(\$1,880,278)

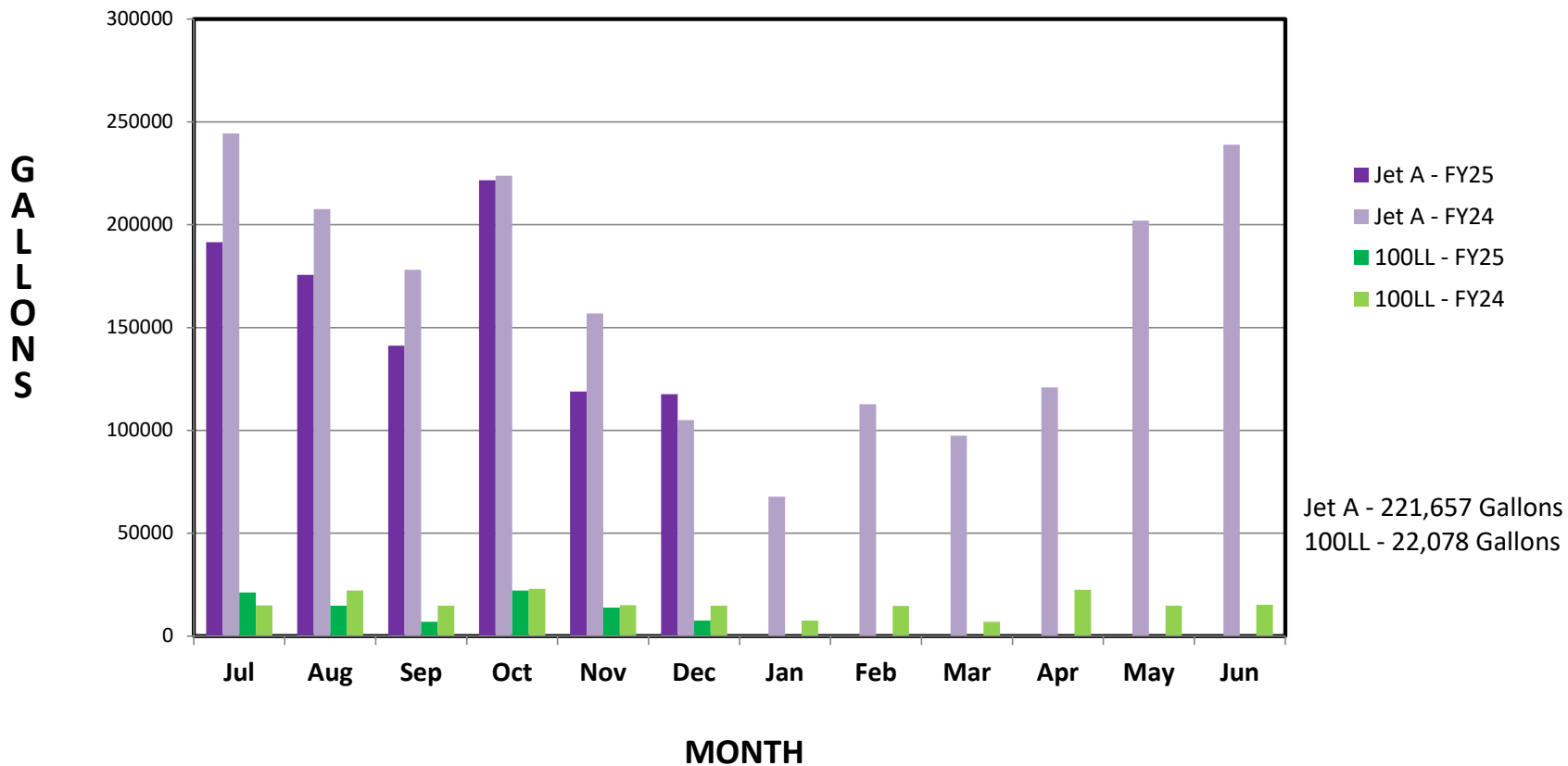


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2025	1359848	1526496	1176297	1324945	1695955	991982						
2024	1103108	1135951	984187	1155931	1277375	1323577	1162760	1118844	1058605	1086390	1714067	1682357
2023	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224	934182	2024815
2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678

**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
December 2024**



**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
December 2024**



Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 2/1/2025)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 2/1/2025)	Start Date	End Date	Current Project Status (as of 2/1/2025)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$8,180,433	60.4%	\$20,789,227	82.1%	\$17,076,816	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,661,444	N/A	N/A	\$0	0.0%	\$1,661,444	31.7%	\$526,891	Jul-23	Dec-27	Project management continues. Ongoing ORAT services.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	89.3%	\$4,490,988	Mar-21	May-25	CA services continue.
4	Air Traffic Control Tower	RPR Services	Parsons Transportation Group, Inc.	\$556,000	N/A	N/A	\$0	0.0%	\$556,000	57.8%	\$321,625	May-24	May-25	Project management continues.
5	Airport Master Plan	Update Current Master Plan	CHA	\$989,004	N/A	N/A	\$45,547	0.0%	\$1,034,551	97.1%	\$1,004,254	Jul-21	Apr-25	Waiting on Master Plan and ALP approval from FAA.
6	South Parking Lot	Design and Construction Administration	AVCON	\$374,976	N/A	N/A	\$80,441	0.0%	\$455,417	94.7%	\$431,189	Jan-23	May-25	Project management in process.
7	Taxiway A Rehabilitation	Design and Construction Administration	AVCON	\$1,129,142	N/A	N/A	\$0	0.0%	\$1,129,142	19.4%	\$218,977	Jun-24	Dec-25	Design and CA Services in process.
8	RON Apron	Design and Construction Administration	McFarland Johnson	\$408,380	N/A	N/A	\$0	0.0%	\$408,380	0.0%	\$0	Nov-24	Mar-26	Design services completed 60%. GeoTech complete.
9	Overlook Parking Lot	Design and Construction Administration	Kimley-Horn	\$1,778,149	N/A	N/A	\$0	0.0%	\$1,778,149	5.3%	\$94,945	Nov-24	Mar-26	Design services continue. Ongoing environmental and surveying.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 2/1/2025)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 2/1/2025)	Start Date	End Date	Current Project Status (as of 2/1/2025)
1	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756 and CGMP-3 \$261,577,165 (Consolidated into one CGMP-3)	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821	\$7,288,234	0.00%	\$353,081,055	42.2%	\$148,954,213	Jan-22	Apr-27	Terrazzo flooring install started 1/27. Baggage Handling System equipment installation in progress. CEP equipment testing under way. Bag Claim steel progressing.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	\$2,462,297	0.00%	\$46,561,255	64.8%	\$30,157,050	Dec-22	May-25	Beginning parking lot grading. Base Building complete with rough-ins. NCDOT progressing new road.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839	\$488,047	0.00%	\$10,897,307	67.2%	\$7,324,846	Jun-23	May-25	ROFA Improvements work will begin in February.

*(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