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## AGENDA

Greater Asheville Regional Airport Authority Regular Meeting

Friday, February 6, 2026, 8:30 a.m.

Conference Room – Public Safety Building

136 Wright Brothers Way, 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:

A. Golf Course and Hotel Update – Zeke Cooper ([document](#))

B. AVL Dashboard – Tina Kinsey

III. FINANCIAL REPORT ([document](#))

IV. CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority December 12, 2025 Regular Meeting Minutes ([document](#))

B. Approval of Grant of Easement to Duke Energy Progress, LLC, a North Carolina LLC, for Electrical Service at Sheetz ([document](#))

V. OLD BUSINESS: None

VI. NEW BUSINESS:

A. Approval to Unseal Closed Session Minutes ([document](#))

B. Approval of Standard Space Lease between United States of America Department of Transportation, Federal Aviation Administration and the Greater Asheville Regional Airport Authority ([document](#))



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AGENDA

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- C. Approval of Amendment No. 1 to Ground Lease and Agreement between DreamCatcher Asheville, LLC. and the Greater Asheville Regional Airport Authority ([document](#))
- D. Award of Contract with K. West Group, LLC for the Construction of the Remain Over-Night Apron Project ([document](#))
- E. Approval of Amendment No. 2 to Task Order No. 1 with Kimley Horn for Design of the Overlook Parking Lot and Northeast Drainage Outfall Improvements ([document](#))
- F. Approval of Budget for Subcontractor Agreements for Additional Work to be Completed for the Air Traffic Control Tower Project ([document](#))

VII. PRESIDENT'S REPORT:

- A. Industry Conferences
- B. AVL Development Sites RFP

VIII. INFORMATION SECTION:

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

- A. December 2025 Traffic Report ([document](#))
- B. December 2025 Monthly Financial Report ([document](#))
- C. February 2026 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
  - Presentation of FY26/27 Budget

IX. PUBLIC AND TENANTS' COMMENTS

X. CALL FOR NEXT MEETING: March 13, 2026

XI. CLOSED SESSION

XII. AUTHORITY MEMBER REPORTS:

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



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AGENDA

Friday, February 6, 2026

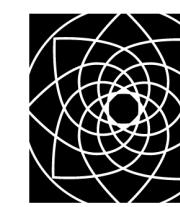
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XIII. ADJOURNMENT

*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.*

# DREAMCATCHER ASHEVILLE | MARRIOTT TRIBUTE PORTFOLIO

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Hotels

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INTERNATIONAL      TRIBUTE  
PORTFOLIO



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DREAMCATCHER ASHEVILLE | HOTEL EXTERIOR

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DREAMCATCHER ASHEVILLE | THE LOBBY RECEPTION

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DREAMCATCHER ASHEVILLE | **THE LOBBY BAR**

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DREAMCATCHER ASHEVILLE | THE RESTAURANT ENTRY





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DREAMCATCHER ASHEVILLE | THE DREAMER'S LOUNGE

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DREAMCATCHER ASHEVILLE | THE DREAMER'S LOUNGE

 TRIBUTE  
PORTFOLIO



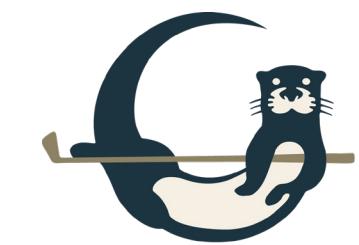
## **BROADMOOR LINKS**

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A PLACE WORTH COMING BACK TO



THE CLUBHOUSE | BEFORE & AFTER

 **BROADMOOR  
LINKS**

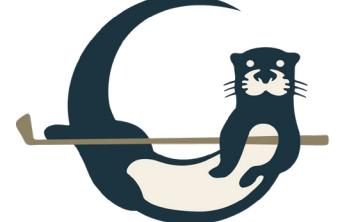


DINING ROOM / 9/30/24



DINING ROOM / PRESENT

THE CLUBHOUSE | BEFORE & AFTER

 BROADMOOR  
LINKS



THE CLUBHOUSE | BEFORE & AFTER

 **BROADMOOR  
LINKS**



THE CLUBHOUSE | BEFORE & AFTER

 BROADMOOR  
LINKS

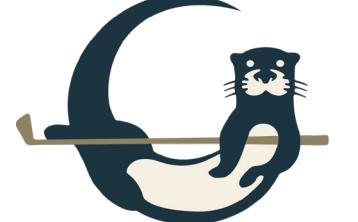


HOLE #5 TEE TO GREEN / 6/15/25



HOLE #5 GREEN / 8/1/25

THE COURSE | BEFORE & AFTER

 **BROADMOOR  
LINKS**



HOLE #7 / 10/1/24



HOLE #7 / 8/1/25

THE COURSE | BEFORE & AFTER

 **BROADMOOR  
LINKS**



HOLE #11 TEE TO FAIRWAY / 10/1/24



HOLE #11 GREEN / 10/1/24

THE COURSE | BEFORE & AFTER

 BROADMOOR  
LINKS



THE COURSE | BEFORE & AFTER

 **BROADMOOR  
LINKS**

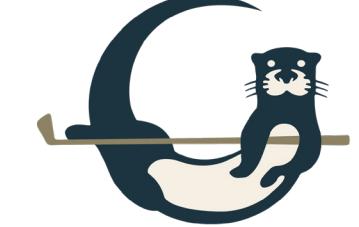


HOLE #18 FAIRWAY TO GREEN / 10/1/24



HOLE #18 FAIRWAY MUD DEPTH / 10/14/24

THE COURSE | BEFORE & AFTER

 BROADMOOR  
LINKS

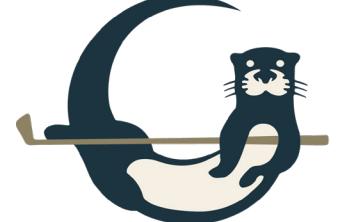


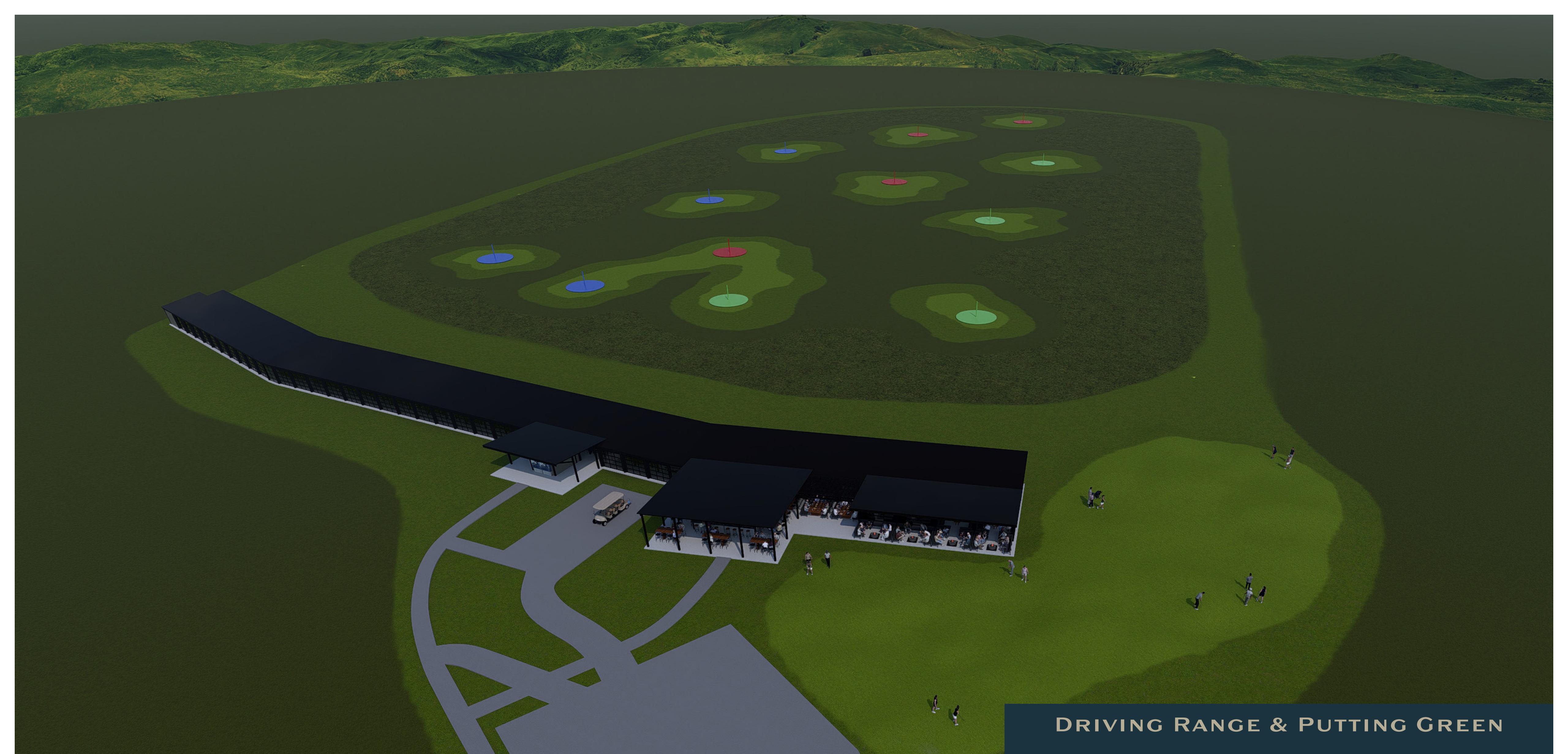
HOLE #18 FAIRWAY TO GREEN / 10/15/25



HOLE #18 FAIRWAY TO GREEN / 10/15/25

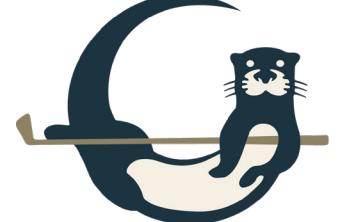
THE COURSE | BEFORE & AFTER

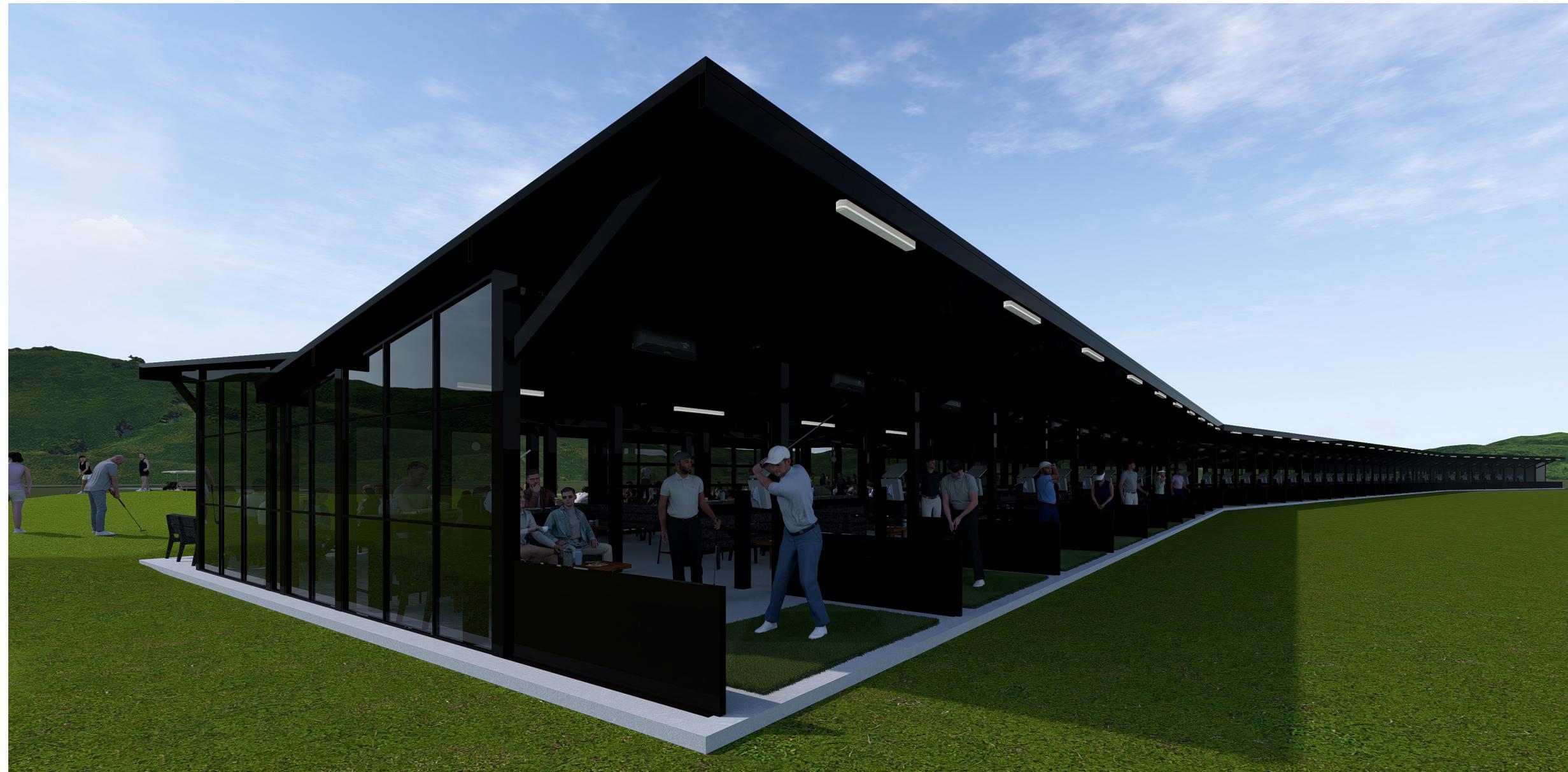
 **BROADMOOR  
LINKS**



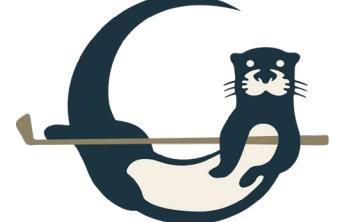
DRIVING RANGE & PUTTING GREEN

THE NEW DRIVING RANGE & PUTTING GREEN

 **BROADMOOR  
LINKS**



THE NEW DRIVING RANGE & PUTTING GREEN

 **BROADMOOR  
LINKS**

<b>Asheville Regional Airport</b> <b>Executive Summary</b> <b>December-25</b>				
<b>AIRPORT ACTIVITY</b>				
	<b>Month</b>	<b>Variance to Prior Year</b>	<b>Calendar Year to Date</b>	<b>Variance to Prior Year</b>
<b>Passenger Enplanements</b>	85,885	13.6%	1,123,936	2.7%
<b>Aircraft Operations</b>				
Commercial	2,428	15.7%	32,993	3.8%
Scheduled Flights	1,042	12.2%		
Flight Cancellations	17			
Seats	109,564	18.4%	1,389,600	(1.5%)
Load Factor	78.4%	(4.1%)	80.9%	4.3%
General Aviation	2,687	22.8%	38,173	(9.1%)
Military	214	33.8%	2,360	(28.5%)
<b>FINANCIAL RESULTS</b>				
	<b>Month</b>	<b>Variance to Budget</b>	<b>Fiscal Year to Date</b>	<b>Variance to Budget</b>
<b>Operating Revenues</b>	\$ 2,754,962	3.1%	\$ 19,930,695	7.6%
<b>Operating Expenses</b>	1,622,117	(13.9%)	10,376,554	(1.3%)
<b>Net Operating Revenues before Depreciation</b>	<u>\$ 1,132,845</u>		<u>\$ 9,554,141</u>	
<b>Net Non-Operating Revenues</b>	<u>\$ (167,350)</u>		<u>\$ 96,372</u>	
<b>Grants:</b>				
Federal Grants	\$ 2,343,058		\$ 16,945,967	
NC Dept of Transportation Grants	2,382,412		12,744,391	
Total	<u>\$ 4,725,470</u>		<u>\$ 29,690,358</u>	
<b>CASH</b>				
Restricted - PFC Revenue Account			\$ 29,403,525	
Restricted - NCCMT (Debt Service Series 2016)			866,067	
Restricted - Bond Series 2022A			165,666,653	
Restricted - Bond Series 2023			4,594,839	
Designated for O&M Reserve			19,730,628	
Designated for Emergency Repair			650,000	
Unrestricted, Undesignated			55,183,098	
Total			<u>\$ 276,094,810</u>	
<b>RECEIVABLES PAST DUE</b>				
	<b>Total</b>	<b>1-30 Days</b>	<b>31-60 Days</b>	<b>Over 60 Days</b>
Advertising Customers	13,995	2,550	6,450	4,995
Delta Airlines	45,965	-	45,965	-
Destynation	5,924	5,924	-	-
FAA	16,016	15,841	-	175
JetBlue Airways	4,072	4,072		
Signature	1,080	265	670	145
Total	<u>\$ 65,884</u>	<u>\$ 28,652</u>	<u>\$ 52,415</u>	<u>\$ 5,315</u>
% of Total Receivables	<u>3.45%</u>			
Note: Excludes balances paid subsequent to month-end.				
<b>REVENUE BONDS PAYABLE</b>				
	<b>Original Amount</b>	<b>Current Balance</b>		
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 7,940,000		
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	<u>175,000,000</u>	<u>175,000,000</u>		
	<u>\$ 381,000,000</u>	<u>\$ 367,940,000</u>		
<b>CAPITAL EXPENDITURES</b>				
Annual Budget		\$ 194,154,905		
Year-to-Date Spending		\$ 30,642,312		

**REGULAR MEETING  
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
December 12, 2025**

The Greater Asheville Regional Airport Authority (“Authority”) met on Friday, December 12, 2025 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; and Gene O. Bell

**MEMBERS ABSENT:** Carl H. Ricker, Jr.; and Laura B. Leatherwood

**STAFF AND LEGAL COUNSEL PRESENT:** Sabrina P. Rockoff, Authority Legal Counsel; Lew Bleiweis, President & CEO (“president”); Tina Kinsey, Chief Administrative Officer; Lexie Farmer, Chief Operations Officer; Amy Harris, Chief Financial Officer; 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; Angie Daus, VP – Air Service and Corporate Communications; Kyle Montague, IT Systems Technician; and Ellen Heywood, Clerk to the Board

**ALSO PRESENT:** Carrie Kelly, Ailevon Pacific Aviation Consulting; Amanda Sheridan, McFarland Johnson; John Baumeister, Hensel Phelps; Shane Stockman

**CALL TO ORDER:** The Chair called the meeting to order at 8:33 a.m.

**PRESENTATIONS:**

**A. Air Service Development:** The president introduced Carrie Kelly with Ailevon Pacific Aviation Consulting (“Ailevon”). Ms. Kelly spoke about the partnership between the Authority and Ailevon before presenting information on aviation news from 2025 followed by enplanement statistics for Asheville over the past 25 years, the destinations served by the airlines and the growth experienced by each airline, the airport’s ranking among US airports, and growth over the last decade. Ms. Kelly concluded her presentation with goals defined for AVL’s current airline partners and potential airline partners for 2026 and beyond.

The Board thanked Ms. Kelly for her presentation following brief discussions which included the size of aircraft serving AVL, load factors, competition among airlines, and factors that demonstrate market viability for new air service.

**FINANCIAL REPORT:** The president delivered a review of enplanements, aircraft operations, and general aviation activity for the month of October. Amy Harris reported on the financial results for the month of October.

**CONSENT ITEMS:**

**A. Approval of the Greater Asheville Regional Airport Authority November 14, 2025**

**Regular Meeting Minutes:** Ms. Russo Klein moved to approve the Greater Asheville Regional Airport Authority November 14, 2025 regular meeting minutes. Mr. Bell seconded the motion and it carried unanimously.

**OLD BUSINESS:** None

**NEW BUSINESS:**

**A. Approval of Change Order No. 9 with Hensel Phelps for Phase 2 Design Changes**

**Requested by the Authority, Changes Related to Impacts from the Air Traffic Control Tower Project and Replenishment of Contractor Contingency Funds:** Jared Merrill stated that staff has been working with the team for the Terminal Modernization and Expansion project on multiple changes to the project that have been compiled into Change Order No. 9. The scope of the changes include:

Owner-requested items: expansion of security checkpoint, additional baggage carousel device in the final configuration, utility changes related to concessions and IT infrastructure, additional airline ticket counters and offices, changes to the administrative offices and community room.

RFI/ASI changes: additional civil cost related to new rental car building, generator power for new rental car building, additional work for living wall, changes to civil work for loading dock access roadway, additional electrical work, and the additional scope of work to move and certify TSA screening equipment for the final security checkpoint.

Phase 2 re-phasing related to delays in the Air Traffic Control Tower (“ATCT”) project: utility refeeds, temporary construction, additional utility infrastructure, steel changes, additional costs and trades price increases due to change in phasing work.

Value for Construction Manager At Risk (“CMAR”) Contingency replenishment: based on Phase 1 unforeseen items, and covering owner-directed items during Phase 1. The original construction contract had a CMAR contingency of 2.5%, \$6.5 million, on that component guaranteed maximum price no. 3. This included additional aggregate piers and footings, unforeseen costs due to unsuitable soils, cost to expedite electrical gear for Phase 1, changing roof manufacturers to get the desired design roof, and added ground boarding gate.

Based on the Phase 1 unforeseen items and the requirements to re-phase Phase 2, the project team agrees a 3% CMAR contingency of \$5,000,000 for phase 2 will be sufficient. This is 3% of the remaining cost. The contractor will be required to receive approval from the owner before spending any CMAR contingency funds.

Mr. Merrill informed the Board that Parsons has negotiated the cost of Change Order No. 9 for a total of \$19,019,626: Owner/RFI/ASI changes - \$5,495,000; Phase 2 re-phasing due to ATCT delay - \$8,524,626. However, these are not all of the costs of the ATCT delay. Change Order No. 7 was approved for the tower crane; CMAR Contingency replenish - \$5,000,000.

Mr. Merrill further stated that staff has created a new project ledger to better track and identify expenses and to bring the ATCT and Terminal Modernization and Expansion projects into one program budget. To date the Board has approved a budget of \$466,117,228 for both the ATCT and Terminal projects. To provide a clear picture, Mr. Merrill summarized the items approved by the Board to date:

2019

- The Board approved a budget of \$5 million for the ATCT design and \$25 million for the Terminal Design. Contracts were awarded to Pond and Gresham Smith, respectively

2020

- The Board approved the contract for the CMAR Agreement with Hensel Phelps with a pre-construction budget of approximately \$1.1 million

2022

- The Board approved amendments to Gresham Smith for the addition of CA services and design changes for the temporary checkpoint for approximately \$7.6 million
- The Board approved the initial contract for construction of the ATCT to Kokolakis. An ATCT construction allowance was also approved by the Board for a total of approximately \$46.5 million
- CGMP 1 and CGMP 2 were approved by the Board for the contract with Hensel Phelps totaling approximately \$85 million. Additional budgets were also approved for owner allowance of approximately \$3 million
- The Board approved a contract with Parsons to provide Project Management (RPR) services for the terminal project for an annual cost of \$1.3 million

2023

- The Board approved CGMP #3 with Hensel Phelps with a budget of \$261 million dollars and an additional \$15 million for owner's allowance. The costs of the bids were significantly higher than anticipated and the Board approved an amendment of \$150 million to the project budget

2024

- We contracted with Parsons to provide Project Management (RPR) services for the ATCT for approximately \$500,000 for the year

2025

- We created a project to perform additional work for the ATCT outside of Kokolakis scope of work with a budget of \$385,000
- We had design and construction changes to the terminal project for:
  - Emergency reconstruction of the terminal ramp totaling approximately \$7.6 million
  - Expanded the baggage claim to add an additional baggage carousel for approximately \$5 million
  - Numerous owner requested changes related to additional restrooms, concessions, gate reconfiguration totaling approximately \$2 million
  - Added the new Rental Car Building for approximately \$1.4 million
  - Approved the use of a tower crane and re-phasing of Phase 2 to mitigate the impacts from the delays of the ATCT project

Mr. Merrill stated that the original Terminal construction contract (Hensel Phelps, Precon-CGMP3) was \$346,881,091. Change orders 1 thru 8 totaled \$18,087,869.00. The total cost for Change Order No. 9 with Hensel Phelps is \$19,019,626. The total of Change Orders 1-9 is approximately \$37 million, which is just under 11% of the original construction contract. If the emergency ramp repair and expansion to bag claim were removed, the changes to date amount to approximately 7.2%.

Mr. Merrill informed the Board that an additional \$14,193,000 will be required to support the project as an owner's allowance to cover additional project management services, construction administration, FF&E and additional expenditures, and any terminal project general conditions related to the delays from the ATCT project. Mr. Merrill explained that the original owner's allowance ran slightly over in furniture expenses in order to provide an elevated experience for the passengers, technology costs have gone up, and the Owner Controlled Insurance Program costs came in at approx. \$3 million. The originally approved design Construction Administration services only extend into 2026. This allowance also includes funding to extend those services to the end of the project.

The following budget amendment will be necessary to cover the cost of Change Order No. 9 and the additional owner's allowance for a total of \$33,212,626 bringing the total ATCT and Terminal Modernization and Expansion program budget to \$499,329,854.

[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, 2026:

**Section 1.** To amend the appropriations as follows:

**EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$33,212,626.00
Totals	<hr/> <hr/>	<hr/> <hr/>

This will result in a net increase of \$33,212,626.00 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$33,212,626.00
Totals	<hr/> <hr/>	<hr/> <hr/>

**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 12<sup>th</sup> day of December 2025.

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Brad Galbraith, Chair

Attested by:

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Ellen Heywood, Clerk to the Board

The president stated that due to the significance of the change order, staff wanted to maintain transparency on the project and provide a reference for future Board members. The president reported that the project was bonded prior to receiving grant funding, therefore, the Authority does have the money to cover the budget staff is requesting. A question was asked regarding the amount of grants awarded and the president responded that the Authority has been awarded approximately \$45 million in grants.

A comment was made concerning the benefits of having Parsons on the project and Mr. Merrill stated that Parsons has provided the Authority with savings on average of \$1.5 to \$2 million per year on the project which more than makes up the cost of their expertise. Both Parsons and Hensel Phelps have been good partners on the project.

The Board appreciated the details provided by staff and expressed gratitude to the whole team for their work on the project.

Mr. Lovin moved to approve Change Order No. 9 with Hensel Phelps in the amount of \$19,019,626 for the terminal project, and a total program budget of \$499,329,854 (which includes owner allowances); authorize the President & CEO to execute the necessary documents; and amend the FY25/26 budget by adopting the budget ordinance amendment as presented by staff. Mr. Bell seconded the motion and it carried unanimously.

**B. Approval of the Greater Asheville Regional Airport Authority Board Revised Schedule for 2026:** The president reported that following Board approval in October of the Schedule for 2026, the date for the Spring Legislative Conference to be held in Washington, DC in March was moved. The president stated that the updated Schedule for 2026 moves the Authority Board meeting from March 20 to March 13 to allow for the president to attend the conference in Washington, DC. The Board was asked to express concerns with moving the meeting from March 20 to March 13.

Ms. Russo Klein moved to approve the Greater Asheville Regional Airport Authority Board Schedule for 2026 moving the March meeting from March 20, 2026 to March 13, 2026. Mr. Lovin seconded the motion and it carried unanimously.

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

**A. ACI-NA Marketing and Communications Conference:** The president was pleased to report that at the recent Airports Council International ("ACI-NA") Marketing and Communications Conference, Authority staff won 5 out of the 6 submissions for the various categories awarded. Over 400 submittals were received from airports across North America and Asheville won the most awards. The president reviewed the awards that were won by staff and further revealed that the Ted Bushelman Legacy Award for Creativity and Excellence was awarded to Tina Kinsey. A video, created by ACI-NA for Ms. Kinsey and shown during the awards ceremony, was shared with the Board. The Board congratulated Ms. Kinsey and the Marketing team on their significant accomplishments.

**B. Business Interruption Claim:** The president informed the Board that staff worked together to submit a claim to the Authority's insurance carrier for business interruption as a result of Hurricane Helene. The Authority recently received a check for \$791,768.84 from the insurance company in payment of the claim.

**C. Industry Conference Travel:** The president reminded the Board that at the November Board meeting, a schedule of industry conferences was distributed for the

Board's review. The president stated that Dr. Leatherwood has expressed interest in attending the Business of Airports conference in June. The president requested that the Board notify staff by early January if they would like to attend any of the conferences that were included on the schedule.

**INFORMATION SECTION:** The president called the Board's attention to a slight change that was made to both the Annual Operating Revenue by Month and Annual Operating Expense by Month graphs in the monthly financial reports. A flat line was added to the legend to show the average monthly amount to allow for a more streamlined report.

**PUBLIC AND TENANTS COMMENTS:** The Chair stated that a member of the public had requested a moment to address the Board and invited Shane Stockman to speak. Mr. Stockman remarked that he did not wish to overshadow the accomplishments of the Marketing team and declined to speak as he originally planned.

**CALL FOR NEXT MEETING:** The Chair stated that it was not believed that the next regular meeting of the Board scheduled for January 9, 2026 would be necessary, but requested that the Board leave their calendars open for the time being. A notice would be issued if the meeting were to be cancelled.

**AUTHORITY MEMBER REPORTS:** None

**CLOSED SESSION:** None

**ADJOURNMENT:** Mr. Kennedy moved to adjourn the meeting at 9:51 a.m. Ms. Russo Klein seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood  
Clerk to the Board

Approved:

Brad Galbraith  
Chair



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: February 6, 2026

### ITEM DESCRIPTION – Consent Item B

Approval of Grant of Easement to Duke Energy Progress, LLC, A North Carolina LLC, for Electrical Service at Sheetz

### BACKGROUND

The new Sheetz Development project scope of work includes the permanent installation of power to the site. The existing underground service in this area is under the proposed store and will need to be rerouted under Airport Park Road. This easement is solely for the portion of the Airport Property that the new lines and transformer will be placed to serve the Sheetz store.

### ISSUES

None.

### ALTERNATIVES

None. The permanent power feed to the site is a requirement to complete this project. This easement is required for Duke Energy to provide that service.

### FISCAL IMPACT

None.

Consent Item B



## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the grant of an Easement to Duke Energy Progress, LLC for electrical service for the Sheetz site; and (2) authorize the President & CEO to execute the necessary documents.

Prepared by: Duke Energy Progress, LLC  
Return to: Duke Energy Progress, LLC  
Attn: Wendi McCrain  
555A Brevard Rd.  
Asheville, NC 28806

Parcel # 9643722526

## EASEMENT

State of North Carolina  
County of Henderson

THIS EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, from **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, a body corporate and politic in the State of North Carolina ("Grantor", whether one or more), to DUKE ENERGY PROGRESS, LLC, a North Carolina limited liability company ("Grantee").**

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 3969, Page 465, Henderson County Register of Deeds ("Property")**.

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty (20') in uniform width lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Upon approval of the Grantor, Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
5. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
6. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
7. No above ground poles or wires shall be allowed within the easement area. DEP must obtain written approval from the Grantor for any changes or construction upon the easement area.
8. DEP's access to secured portions of the Easement Area shall require the prior permission of Grantor and escort by an authorized representative of Grantor, in accordance with airport security regulations.
9. DEP needs to comply with all Federal Aviation Regulations that might impact the airport, inclusive of FAR Part 77.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**  
a body corporate and politic in the State of North Carolina

\_\_\_\_\_  
LEW BLEIWEIS, PRESIDENT & CEO  
(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that LEW BLEIWEIS, as PRESIDENT & CEO of **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**, a body corporate and politic in the State of North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Notary Public: \_\_\_\_\_

Commission expires: \_\_\_\_\_

# EXHIBIT A





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## MEMORANDUM

TO: Members of the Airport Authority

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

DATE: February 6, 2026

### 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



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: February 6, 2026

### ITEM DESCRIPTION – New Business Item B

Approval of Standard Space Lease between United States of America Department of Transportation, Federal Aviation Administration and the Greater Asheville Regional Airport Authority

#### BACKGROUND

The Air Traffic Control Tower (ATCT) has been in use for 61+ years and is one of the oldest operating towers in the U.S. In November 2022, the Board approved a construction contract to build a new ATCT. Staff have been negotiating with the Federal Aviation Administration for multiple years for a new lease for this building.

The new ATCT is a free-standing tower and FAA office building located near the southwest area of the airport's property, across the airfield from the airport terminal building. We expect the commissioning of the building to occur in late spring this year. The current leased space for the FAA is approximately 3,500 square feet. This new tower and office building will consist of over 24,000 square feet.

The lease will be effective when signed by the United States of America Department of Transportation, Federal Aviation Administration (Government) and the Greater Asheville Regional Airport Authority (Authority) and will continue through September 30, 2045. The Government shall have the right to terminate the lease upon providing the Authority 365 days advance written notification to terminate. There are multiple provisions within the lease that are standard federal government lease clauses, such as but not limited to: non-discrimination, officials not to benefit, and anti-kickback procedures.

The Authority owns and will be responsible for maintaining the facility and the Government will reimburse the Authority for actual operating and maintenance expenses.

New Business Item B



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

New Business Item B

Approval of Standard Space Lease between United States of America Department of Transportation, Federal Aviation Administration and the Greater Asheville Regional Airport Authority

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## ISSUES

None

## ALTERNATIVES

The Board could disapprove the agreement; however, that will impact the timing of the construction for the terminal expansion project.

## FISCAL IMPACT

The Authority will receive annual rent in the amount of \$1,682,758 for the first full lease year, adjusted annually by 2.5%. In addition, the Government will pay rent for operating and maintenance expenses for the facilities in the amount of \$336,211 for the first full lease year, escalated by 2.5% annually.

A reconciliation of the O&M expenses will occur in the third year of the lease and an adjustment upward or downward for the actual O&M expenses will occur and continue throughout the lease. If the actual costs are higher or lower than the original O&M per square foot charge, there will be an adjustment upward or down not to exceed 5% for the thirty-six-month period to be charged or credited to the Government.

## RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Standard Space Lease as described above with the United States of America Department of Transportation, Federal Aviation Administration, and (2) authorize the President & CEO to execute and implement the necessary process and documents.

Attachment

**STANDARD SPACE LEASE**  
**Between**  
**THE UNITED STATES OF AMERICA**  
**DEPARTMENT OF TRANSPORTATION**  
**FEDERAL AVIATION ADMINISTRATION**  
**And**  
**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

**FAA CONTRACT NO: 69435Z-25-L-00112**

**ATID/FACILITY TYPE: AVL ATCT**

**LOCATION: Asheville, NC**

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between Greater Asheville Regional Airport Authority, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.
2. **Space Lease Definitions (07/2023) 6.1.1-3** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. A lease is a contract for the acquisition of real property. For purposes of this document, the terms Contract and Lease are interchangeable.

Contractor- refers to the party(ies) awarded a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the terms Contractor, Lessor and Offeror are interchangeable.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, the terms Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - refers to a trained and warranted official, who has the authority to contract for real property on behalf of the FAA. For purposes of this document, the terms RECO and Contracting Officer (CO) are interchangeable.

ANSI/BOMA Office Area (ABOA) - refers to the area where a tenant normally houses personnel, and/or furniture, for which a measurement is to be computed, as defined by the most current American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) publication.

3. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

**4. Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises: **24,541 square feet of space** being the entire Air Traffic Control Tower and Base Building owned by the Greater Asheville Regional Airport Authority and located on 2.09 acres of land located at the Asheville Regional Airport, as shown on Exhibit A, attached hereto and made a part hereof. The Lessor shall provide 36 reserved off-street parking spaces which cost is included in the rental rate. With respect to compliant accessible parking spaces, see the “Accessibility” clause.

**5. Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA’s activities in support of the National Airspace System (NAS).

**6. Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

**7. Term (09/2021) 6.2.3** To have and to hold, for the term commencing on the date executed and signed by both parties continuing through **September 30, 2045**, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

**8. Consideration (Standard Space) (09/2021) 6.2.4-1**

A. The Government shall pay annual rent for the premises, payable in monthly installments in arrears, at the following rate(s) (monthly installments may vary based on rounding):

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY FAA AIR TRAFFIC CONTROL TOWER AND ADMINISTRATIVE BUILDING					
Rental Rate to commence at \$70.00 psf/yr for 19,464 square feet, escalated annually by 2.5%		Rental Rate to commence at \$55.00 psf/yr for 5,077 square feet, escalated annually by 2.5%		O & M will commence at \$13.70 psf/yr escalated annually by 2.5%	
Lease Year	Annual Rent for 19,464 sq.ft. Building Space	+ Annual Rent for 5,077 sq.ft Building Space	+ O & M Expense for 24,541 sq.ft Building Space	= Total Annual Rent	= Total Monthly Rent
* May 1, 2026 - September 30, 2026 (Partial - Prorated)	\$ 585,399.80	\$ 119,975.42	\$ 140,932.58	\$ 846,307.80	\$ 169,261.56
October 1, 2026 through September 30, 2027	\$ 1,396,542.00	\$ 286,215.88	\$ 336,211.70	\$ 2,018,969.58	\$ 168,247.47
October 1, 2027 through September 30, 2028	\$ 1,431,455.55	\$ 293,371.27	\$ 344,616.99	\$ 2,069,443.81	\$ 172,453.65
** October 1, 2028 through September 30, 2029	\$ 1,467,241.94	\$ 300,705.55	\$ 353,232.42	\$ 2,121,179.91	\$ 176,764.99
October 1, 2029 through September 30, 2030	\$ 1,503,922.99	\$ 308,223.19	\$ 362,063.23	\$ 2,174,209.41	\$ 181,184.12
October 1, 2030 through September 30, 2031	\$ 1,541,521.06	\$ 315,928.77	\$ 371,114.81	\$ 2,228,564.64	\$ 185,713.72
October 1, 2031 through September 30, 2032	\$ 1,580,059.09	\$ 323,826.99	\$ 380,392.68	\$ 2,284,278.76	\$ 190,356.56
October 1, 2032 through September 30, 2033	\$ 1,619,560.57	\$ 331,922.67	\$ 389,902.50	\$ 2,341,385.74	\$ 195,115.48
October 1, 2033 through September 30, 2034	\$ 1,660,049.58	\$ 340,220.73	\$ 399,650.06	\$ 2,399,920.37	\$ 199,993.36
October 1, 2034 through September 30, 2035	\$ 1,701,550.82	\$ 348,726.25	\$ 409,641.31	\$ 2,459,918.38	\$ 204,993.20
October 1, 2035 through September 30, 2036	\$ 1,744,089.59	\$ 357,444.41	\$ 419,882.34	\$ 2,521,416.34	\$ 210,118.03
October 1, 2036 through September 30, 2037	\$ 1,787,691.83	\$ 366,380.52	\$ 430,379.40	\$ 2,584,451.75	\$ 215,370.98
October 1, 2037 through September 30, 2038	\$ 1,832,384.13	\$ 375,540.03	\$ 441,138.89	\$ 2,649,063.05	\$ 220,755.25
October 1, 2038 through September 30, 2039	\$ 1,878,193.73	\$ 384,928.53	\$ 452,167.36	\$ 2,715,289.62	\$ 226,274.14
October 1, 2039 through September 30, 2040	\$ 1,925,148.57	\$ 394,551.74	\$ 463,471.54	\$ 2,783,171.85	\$ 231,930.99
October 1, 2040 through September 30, 2041	\$ 1,973,277.29	\$ 404,415.54	\$ 475,058.33	\$ 2,852,751.16	\$ 237,729.26
October 1, 2041 through September 30, 2042	\$ 2,022,609.22	\$ 414,525.93	\$ 486,934.79	\$ 2,924,069.94	\$ 243,672.50
October 1, 2042 through September 30, 2043	\$ 2,073,174.45	\$ 424,889.08	\$ 499,108.16	\$ 2,997,171.69	\$ 249,764.31
October 1, 2043 through September 30, 2044	\$ 2,125,003.81	\$ 435,511.30	\$ 511,585.86	\$ 3,072,100.97	\$ 256,008.41
October 1, 2044 through September 30, 2045	\$ 2,178,128.90	\$ 446,399.08	\$ 524,375.51	\$ 3,148,903.49	\$ 262,408.62
<b>Totals</b>	<b>\$34,027,004.92</b>	<b>\$ 6,973,702.88</b>	<b>\$ 8,191,860.46</b>	<b>\$ 49,192,568.26</b>	<b>\$ 4,099,380.69</b>
* Commencement Date is based on Beneficial Occupancy					
** O&M Expenses will be evaluated by the GARAA based on past three full years actuals to determine whether an adjustment either increase or decrease is required					

B. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the “Payment by Electronic Funds Transfer” clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: Greater Asheville Regional Airport Authority, UEI: **WLQBMB6KSYR5**.

D. The Government shall also pay additional rent for Operating and Maintenance (O&M) costs relating to this lease. The estimated first year annual O&M costs are \$336,211.70 or \$13.70 psf/yr, payable monthly and shall be escalated annually by 2.5% over the previous year. Beginning October 1, 2029, the O&M costs will be evaluated by GARAA for previous full three years of O&M actual costs and determine whether or not there will be an adjustment either upward or downward to begin October 1, 2029, and shall be escalated annually by 2.5% over the previous year and shall continue throughout the lease term. An updated rent table will be incorporated into the Lease by Supplemental Lease Agreement.

**9. Termination for Convenience (07/2023) 6.2.5-1** The Government may terminate this contract at any time, in whole or in part, if the Contracting Officer (CO) determines that a termination is in the best interest of the Government. The CO shall terminate by delivering to the contractor a written notice specifying the effective date of the termination. The termination notice shall be issued 365 days before the effective termination date.

After termination, the Contractor may submit a final termination settlement proposal to the CO in the form and with the certification prescribed by the CO. The proposal must include all documentation necessary to validate the proposal.

The contractor must submit the proposal no later than one (1) year from the effective date of termination unless the submission deadline is extended in writing by the CO upon written request of the contractor within this one (1) year period. However, if the CO determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the contractor fails to submit the proposal within the time allowed, the CO may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount so determined.

After submission of final termination settlement proposal, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination.

If the contractor and the CO fail to agree, the Government will pay the contractor the amounts determined by the CO as follows:

- 1) The contract price for any unpaid rents;
- 2) The remaining principal balance of Tenant Improvement allowance as described in the clause titled “Lessor’s Recovery of Tenant Improvement Allowance in the Event of Termination” within this contract; and
- 3) Reasonable costs associated with termination.

If the termination is partial, the contractor may file a proposal with the CO for an equitable adjustment of the price(s) of the continued portion of the contract. If agreed upon, the CO may make the equitable adjustment. Any proposal by the contractor for an equitable adjustment under this clause must be requested within 90 days from the effective date of termination unless extended in writing by the CO.

The contractor may file a claim with the Federal Aviation Administration Office of Dispute Resolution for Acquisition based on any determination made by the CO pursuant to this clause. Nothing in this clause will obligate the government to spend in excess of available appropriations.

#### **10. Termination for Default (09/2021) 6.2.5-2**

A. Subject to the provision of notice of default to the Lessor, and the provision of reasonable opportunity for the Lessor to cure the default, the following conditions constitute default by the Lessor:

i. Prior to Acceptance of the Premises. Failure by the Lessor to perform all obligations required for acceptance of the space, to include, but are not limited to, all obligations included within the statement of work and lease clauses, within the times specified, without such failure in performance being affirmatively excused, in writing, by the RECO.

ii. After Acceptance of the Premises. Failure by the Lessor to perform any service, or to make progress in the work so as to endanger performance; the failure to make any item; or the failure to satisfy any requirement of this Lease, without such failure being affirmatively excused, in writing, by the RECO.

B. Grounds for Termination. The Government may terminate the Lease, in whole or in part, if:

i. after given notice and reasonable opportunity to cure by the Government, the Lessor's default persists; or

ii. the Lessor fails to take such actions as necessary to prevent the recurrence of default conditions, and such conditions substantially impair the Government's use or occupancy of the Premises, as determined by the Government.

C. The rights and remedies specified in this clause are in addition to all remedies to which the Government may be entitled to as a matter of law.

#### **11. Excuse (09/2021) 6.2.5-3**

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),  
ii. acts of the public enemy,

iii. acts of the Government in either its sovereign or contractual capacity,

iv. pandemic, epidemic, or quarantine restrictions,

v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she

could not perform in accordance with the requirements of the Lease contract;

- ii. the conditions of the property prevent performance;
- iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
- iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

### 13. **Operating Cost Escalator 6.2.8**

- A. The base for the operating cost adjustments will be \$13.70 per square foot. On October 1, 2029, the base rate of \$13.70 per square foot shall be adjusted pursuant to the following:
- B. The Government agrees to pay the Lessor for the actual operating costs and expenses incurred by the Lessor in providing supplies and services pursuant to this Lease, hereinafter called the 'actual cost of services'. Sixty days prior to September 30, 2029, the Lessor shall determine the actual cost of services incurred for the previous 36-month period and provide documentary evidence satisfactory to the Government to justify those actual costs of services to the Government to bring the rental consideration payments current herein. The Government is not liable for actual operating costs and expenses for the period ending after the first 36-month period of the lease commencement date that exceed 5% of the base operating cost (\$13.70 psf). If the actual cost of services is less or greater than the current rental consideration, the rate will be adjusted to reflect the new per square foot rate for operating costs effective October 1, 2029, continuing throughout the lease term with annual adjustments as indicated below. If there is credit due Government, the Government shall receive a refund or credit not to exceed 5% of the base operating cost (\$13.70 psf).
- C. Annual adjustments. Effective each fiscal year beginning October 1, and continuing throughout the lease term, the Government shall pay adjusted operating and maintenance rent at 2.5% per year, as referenced in paragraph 8D.

14. **Lease/Rent Commencement 6.2.10** The Lease Commencement Date shall be upon the date signed and executed by the parties. The Rent Commencement Date shall be upon acceptance of the space by the Government, such acceptance not to be unreasonably withheld. Upon acceptance, the Government shall issue a Supplemental Agreement, to establish the Rent

Commencement Date. The Government currently operates the Asheville, NC ATCT under the terms of Lease No. DTFAEN-15-L-00228 which will expire on September 30, 2026. It is agreed and understood that once the Government establishes the Rent Commencement Date for the new constructed ATCT, the rental payments under the DTFAEN-15-L-00228 Lease will terminate.

15. **Fixed Holdover (07/2023) 6.2.12-1** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis for a period not to exceed 365 days. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term.
16. **6.3.0-2 Officials Not To Benefit (09/2021)** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.
17. **6.3.0-3 Assignment of Claims (09/2021)** (a) The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.  
  
(b) Any assignment or reassignment authorized under this clause will cover all unpaid amounts payable under this contract and will not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.  
  
(c) The Contractor must not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.
18. **6.3.0-4 Contracting Officer's Representative (09/2021)** (a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his/her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.  
  
(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**19. 6.3.0-5 Contingent Fees (09/2021)** (a) The Contractor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bonafide, established commercial or selling agencies employed by the contractor for the purpose of obtaining business.

(b) For breach or violation of this warranty, the Government has the right to annul this contract without liability or to deduct from the contract price or otherwise recover, the full amount of the contingent fee.

(c) Definitions.

(1) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(2) "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(3) "Contingent fee," as used in this clause, means any commission, percentage brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(4) "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter

**20. 6.3.0-6 Anti-Kickback Procedures (09/2021)**

(a) Definitions.

(1) 'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) 'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) 'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) 'Prime Contractor,' as used in this clause, means a person who has entered into a prime contract with the United States.

(5) 'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(6) 'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(7) 'Subcontractor,' as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

(8) 'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The contractor warrants that it has not and will not be:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor must have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor must promptly report in writing the possible violation. Such reports must be made to the Inspector General of the Department of Transportation or the Department of Justice.

(3) The Contractor must cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any moneys owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that moneys withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the

Government has already offset those moneys under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor must notify the Contracting Officer when the moneys are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts which exceed \$150,000.

#### **21. 6.3.0-8 Equal Opportunity for Veterans (04/2022)**

- (a) The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (b) Subcontracts. The Contractor shall insert the terms of this clause in every Subcontract or purchase order in excess of \$150,000 on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### **22. 6.3.0-9 Equal Opportunity for Workers with Disabilities (04/2022)**

- (a) The contractor shall abide by the requirements of 41 CFR 60-741.5(a) as amended, which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### **23. Funding Responsibility for FAA Facilities**

**6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) within the premises will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties and memorialized in a Supplemental Agreement.

**24. Accessibility 6.3.7** The building and the leased premises must be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at [www.access-board.gov](http://www.access-board.gov).

Subject to the exception set forth herein, separate ABAAS compliant restroom facilities for men and women are not required on levels without offices, breakrooms, and the tower cab. Separate ABAAS compliant restroom facilities must not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant restroom facilities, the Lessor must provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

With respect to all restrooms, water closets, and urinals, they must not be visible when the exterior door is open. Each restroom must contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water, and within each women's restroom, sanitary napkin dispenser and receptacle for each toilet. Two or more drinking fountains must be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons' requirements, unless sufficient space is not available to provide both a wheelchair unit and a unit for standing persons. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons must be provided.

In addition, compliant accessible parking spaces must be provided in accordance with the ABAAS requirements as detailed in 42 U.S.C. 4151 and as set forth in the ABAAS Scoping Requirements.

**25. Changes 6.3.8**

A. The RECO may at any time, by written order via Supplemental Agreement, request changes within the general scope of this Lease in any one or more of the following:

- i. Work or services;
- ii. Facilities or space layout;
- iii. Amount of space/land; and the Lessor will evaluate the Government's request and respond with formal written approval or disapproval of the Government requests within sixty (60) days from receipt of the written Supplemental Agreement from the Government. Lessor's response will include documentation validating any increase in rent/fees for the requested changes.
- iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Parties will finalize any Supplemental Agreement documenting such changes.

**26. Failure in Performance 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, after written notification from the Real Estate Contracting Officer, Contractor fails to complete cure within thirty days or additional time as granted by the RECO, the Government may:

- perform the service, provide the item, or satisfy the requirement itself, and provide the actual costs to Contractor for rent credit consideration,
- pursue termination of the contract under the "Termination" clause(s) in this Contract.

**27. No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

**28. Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

**29. Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

**30. Damage by Fire or Other Casualty or Environmental Hazards 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Parties, the Parties may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part. Either party shall provide written notice to the other party. In the event the Government is not occupying the premises, the Government shall have no duty to pay rent while the premises are unoccupied.

**31. Delivery and Condition 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy.

**32. Occupancy Permit (09/2021) 6.3.27-1** The premises offered must have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of the "Checklist: FAA Safety & Environmental Certification" form, in lieu of an occupancy permit, at the RECO's discretion.

**33. Interference 6.3.28** In the event that FAA operations interfere with the Contractor's facility and operations, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.

If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.

Notification under this clause for both Government and the Lessor must include the following information, if known:

- A. type of interference,
- B. the commencement date of the interference, and
- C. determination of the root cause of the interference.

**34. Alterations (09/2021) 6.3.29** The Government shall during the term of this Lease, including any extensions thereof, request in writing to the Lessor to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Any such written request from the Government to the Lessor shall not be unreasonably withheld. The parties hereto mutually agree and understand that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

**35. Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

**36. Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law. The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

**37. Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**38. Subordination, Nondisturbance and Attornment 6.3.33**

- A. The Government agrees, in consideration of the warranties and conditions set forth in this

clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract, within sixty (60) days

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

### **39. Change of Ownership/Novation (07/2023) 6.3.34-1**

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via

Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

40. **Sublease 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party with Lessor prior written approval, which approval shall not be unreasonably withheld. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.
41. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
42. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
43. **Inspection of Leased Premises 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
  - A. inspect the leased premises and all other areas of the building to which access is necessary,
  - B. test all performance requirements under the contract, and
  - C. perform any necessary sampling and evaluation of hazardous conditions.If inspection reveals a contractual non-conformance, then the Government shall provide a copy

of said results of inspection indicating non-compliance within five (5) days of inspection. Upon receipt and notification from Government to Lessor of non-compliance, the Lessor will take necessary remedial steps to cure the non-compliance within a reasonable time period.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

#### **44. Contract Disputes (09/2021) 6.3.39**

- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- C. Contract disputes are to be in writing and shall contain:
  - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
  - ii. The contract number and the name of the Contracting Officer;
  - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
  - iv. All information establishing that the contract dispute was timely filed;
  - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
  - vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
  - i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
600 Independence Avenue SW., Room 2W100  
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration

800 Independence Avenue SW  
Washington, DC 20591  
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

#### **45. Organizational Conflict of Interest (01/2023) 6.3.47**

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award,

the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

#### **46. System for Award Management - Real Property (04/2022) 6.4.1-1**

(a) Definitions. As used in this clause:

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing Unique Entity Identifiers.

"Electronic Funds Transfer indicator" means a 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Contractor" is synonymous with "Offeror" "Lessor" or "Grantor" for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.

(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.

UEI: WLQBMB6KSYR5

(c) If the Contractor does not have a UEI, it should contact [www.sam.gov](http://www.sam.gov) directly to obtain one.

The Contractor should be prepared to provide the following information:

- (1) Company\* legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to [www.sam.gov](http://www.sam.gov).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause,

or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov> or by calling 866-606-8220.

#### **47. Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1**

A. Method of payment.

i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- a. Accept payment by check or some other mutually agreeable method of payment; or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).

B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.

C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

E. Liability for uncompleted or erroneous transfers.

i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for

- a. Making a correct payment;

- b. Paying any prompt payment penalty due; and
- c. Recovering any erroneously directed funds.

ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

- a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

48. **Work Performance 6.5** All work in performance of this Lease shall be done by competent, skilled workers or mechanics.

49. **Construction Coordination 6.5.14** Lessor shall provide notification to Government and/or coordinate with the RECO and the Government's local facility manager at least 14 days prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises or common use areas connected to or integrated with the leased premises. Legitimate Government operational and/or safety issues with respect to the construction, renovation,

remodeling, or repair being completed by the Lessor that are provided to the Lessor in writing forty-eight (48) hours after notification to Government of such construction, renovation, remodeling, or repair will be resolved prior to work commencing. The Parties agree that any emergency repairs must occur and Lessor will coordinate such emergency repairs or maintenance with the Government.

**50. Wiring for Telephones 6.5.17** The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the Government may consider using inside wiring installed by the Lessor, if available. However, the final decision will be made by the Government and the Government shall maintain such equipment. The Lessor will install and maintain phone services for emergency calls (“crash phone”) to the communications center.

**51. Installation of Antennas, Cables & Other Appurtenances 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed operationally necessary by the Government, with prior written approval from the Lessor, which approval shall not be unreasonably withheld. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances. The Lessor shall have the right to install, operate and maintain antennas, CCTV equipment within the building and structures. The Lessor will coordinate with the Government and the Lessor or its agent is required to go to website <https://oeaaa.faa.gov> to submit essential data for FAA evaluation prior to any construction activities planned/Performed by third parties.

**52. Air Balance Report (09/2021) 6.5.20** Lessor shall provide an Associated Air Balance Council (AABC) Certified Air Balance Report performed by a certified Mechanical Engineer based upon the approved Construction/Working Drawings. The report shall cover typical air balance requirements for leased premises, and shall include all heating, ventilation, and air conditioning (HVAC) equipment, including (but not limited to):

- A. Roof top and/or ground mounted units
- B. Trunk lines
- C. Variable air volume (VAV) boxes
- D. Ducting to the VAV boxes
- E. Supply and return air grilles
- F. Ducting to the supply and return air grilles

The results of the report shall comply with local codes and American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) standards. If there is a conflict between the local codes and ASHRAE standards, the ASHRAE standards will govern and control.

**53. Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master construction keys and two construction cores. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of

sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

54. **Lighting 6.6.2** Modern, diffused, energy efficient fixtures must be provided that maintain an adequate, uniform lighting level at working surfaces that has been reviewed and approved by the FAA. Emergency lighting must provide at least 0.5-foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. Additionally, normal and emergency egress lighting must comply with the requirements of local building and fire codes, as well as the Life Safety Code NFPA 101.
55. **Adhesives and Sealants (09/2021) 6.6.3** The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos, polychlorinated biphenyls (PCBs), or heavy metals.
56. **Ceilings (09/2021) 6.6.4** Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

#### 57. **Floor Load (09/2021) 6.6.5**

All adjoining floor areas shall be:

- A. Of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards,
- B. Non-slip, and under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

#### 58. **Painting (09/2021) 6.6.6**

Prior to occupancy all surfaces must be newly painted with low-VOC, non-lead-based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every seven (7) years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and reassembling the Government's systems furniture, if directed by the Government, at Lessor's expense. Any existing lead-based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor's expense. If the paint contains lead, it must be abated at the Lessor's expense. This could be performed either by removal or sealing with an encapsulating material.

59. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

**60. Erection of Signs 6.6.8** The Government may request in writing to the Lessor to allow the Government to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease. The Lessor shall provide written decision on the requested signs, which shall not be unreasonably withheld.

**61. Window and Floor Covering 6.6.9** All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the Government.

At no additional cost to the Government, the Lessor shall replace carpeting at least every 15 years during Government occupancy or any time during the lease when:

- A. Backing or underlayment is exposed,
- B. There are noticeable variations in surface color or texture, and/or
- C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government's systems furniture, with the exception of the Government's technical equipment (i.e. computers, phone system, etc.) if directed by the Government.

**62. Seismic Safety for New Construction (09/2021) 6.6.11** If a Lessor proposes to meet the

Government's requirement by new construction, or by a major renovation to an existing building, then all construction performed under this contract must, as a minimum, be in accordance with the current edition of the International Building Code (IBC). For purposes of this provision, a "major renovation" is a renovation where the cost of the project will be more than fifty percent (50%) of the replacement value of the building as of the date of project commencement. Local seismic building codes may be used in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the Government's acceptance of the building(s) or space, a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the Government-provided "Life Safety Compliance/Seismic Certification" form. When a code equivalency study is required, it shall be attached to the structural engineer's certification. During the design and development stages of construction, all design and engineering documents, including structural engineering calculations shall be made available within twenty-four (24) hours, after a verbal request from Government personnel to review said documents, or in another time frame agreed to in writing by the RECO.

The sole purpose of this clause is to require the Lessor to certify that the end product of any renovation or alteration described in this provision meets the seismic standards of the National Earthquake Hazard Reduction Program (NEHRP), Interagency Committee on Seismic Safety in Construction (ICSSC) Recommended Practice-8 (RP-8). This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the "Life Safety Compliance/Seismic Certification" form, the Government at its discretion may require the

Lessor to meet the agreed upon standard or may terminate this Lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this Lease.

**63. Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

**64. Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1** The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor will maintain landscape plants, lawns, walkways, and parking areas. The Lessor will also remove snow, ice, and any other obstructions from the entrances, walkways, and parking areas around the premises, prior to and during normal business hours set forth below.

The Lessor will provide the labor, materials, equipment and supervision necessary to ensure good repair and tenantable condition.

Trash and dumpster pick-up will be scheduled with the refuse service provider for pick up between the hours of 8:00 a.m. – 5:00 p.m. The Lessor must provide maintenance daily, extending from 7:00 a.m. to 8:00 p.m., except Saturday, Sunday and Federal holidays. Utility and maintenance services supplied to space that houses technical equipment will be supplied twenty-four (24) hours per day, seven (7) days per week.

The Government has the right to use appurtenant areas and facilities. The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to, and use of, electrical services, toilets, lights, elevators, and Government office machines at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion.

In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:

- A. Electricity,
- B. Water (hot and cold) and sewer
- C. Potable water (see “Drinking Water” clause)
- D. Restroom cleaning and supplies, daily including hand soap and paper towels in ATCT and Base Building breakrooms.
- E. Initial and replacement lamps, tubes and ballasts
- F. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government.

**65. Janitorial Services (09/2021) 6.7.2** The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies, daily between the hours of 8:00 a.m. – 5:00 p.m., excluding Saturday, Sunday and Federal holidays, except for the tower cab, TRACON area, and all breakrooms and restrooms.

A. Selection of Cleaning Products and Equipment – The Lessor must use environmentally preferable janitorial cleaning products, such as those that meet or are equivalent to Green Seal Standard GS-37 and/or the EPA Safer Choice label.

B. The Lessor shall provide to facility management the FAA Safety Data Sheets (SDS) for all chemicals used for cleaning purposes prior to their use at the facility.

i. Selection of Paper Products – The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the Environmental Protection Agency's (EPA) Comprehensive Procurement Guideline (CPG).

ii. Schedule of Cleaning – Cleaning shall be performed after the hours defined in this Lease, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule no later than 7 calendar days after occupancy of the space for the required cleaning services and their frequencies. A schedule is set forth below:

a. Daily:

1. Sweep floors using chemically treated absorbent or dusting tools.
2. Vacuum all carpeted areas, as needed.
3. Empty waste baskets and containers; dispose of wastepaper, trash, and other extraneous materials.
4. Clean restrooms:
  - a. Clean restroom fixtures and chrome fittings.
  - b. Clean and refill all dispensers (including deodorant material)
  - c. Wet mop restroom floors.
  - d. Sanitize sinks, toilets, toilet seats, and urinals.
  - e. Spot wash walls, partitions, and doors.
5. Furnish and maintain constant supply of deodorant material and paper products.
6. Wash all drinking fountains.
7. Refill hand sanitizer dispensers in common areas, where applicable.

b. Weekly:

1. Dust counters, file cabinets, and surfaces of all office furniture, fixtures, and windowsills (except desktops and computers).
2. Damp mop all non-carpeted floors.
3. Vacuum all carpeted areas.

c. Monthly:

1. Wash waste baskets.
2. Wax and buff all non-carpeted floors.
3. Clean or wash walls as needed to present a neat appearance.
4. Dust all ledges and flat surfaces within reach.
5. Wash restroom walls, partitions, and doors.

d. Quarterly

1. Dust and clean all window blinds except for the ATCT Cab.
2. Dust and clean all light fixtures
3. The Lessor shall clean the exterior and interior windows, excluding inside of the tower cab windows and shades/blinds.
4. The Lessor shall clean the exterior windows of the ATCT Cab.

e. Annually – Annual work must be scheduled in advance and performed outside of normal operational hours to be coordinated with the Facility Manager.

1. Laminate flooring upkeep.
2. Shampoo all carpeted floors.
3. Hard to reach areas cleaned

In the event, any of the duties require changes to frequency, the Contractor shall provide notification to the Government RECO sixty (60) days in advance of such changes being made.

#### **66. HVAC (09/2021) 6.7.3**

All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature of 72 degrees F (+/- 3 degrees F) dry bulb year-round in personnel areas. These temperatures must be maintained during hours of operation (as dictated by the lease) throughout the leased premises. An automatic control system will be provided to ensure compliance with heating and air conditioning provisions included in this contract.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, Lessor agrees to perform preventative maintenance on all HVAC units in accordance with the corresponding manufacturers operations and maintenance manuals (e.g. check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements). Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

#### **67. Landscaping and Snow Removal (09/2021) 6.7**

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent or minimize pollution and storm water runoff by:

- i. Employing practices which avoid or minimize the need for fertilizers and pesticides;
- ii. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and

C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

D. The Lessor shall maintain the landscaping and pathways in good condition. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises between the hours of 6:00am to 11:30pm, 7 days per week.

68. **Pest Control (09/2021)** **6.7.5** Pesticide application to exterminate and control pests within the leased premises can be performed per periodic schedule for preventative maintenance and according to need with 24-hour notification to the FAA facility management. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the FAA facility management. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the HVAC system is in operation, nor within the leased premises during normal working hours or when the HVAC system is in operation.

69. **Fire and Life Safety Requirements (09/2021)** **6.8.3** The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements:

- A. Construction features of the building must comply with state and local building codes in effect at the time of construction or most recent alteration.
- B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.
- C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and the equivalencies or alternative methods used by the Lessor as alternative methods of compliance. Each approach used as an alternative method of compliance must be documented in accordance with the Equivalency and Technical Documentation requirements of NFPA 101, signed by a Fire Protection Engineer, licensed in the subject property's state, and a copy must be provided to the RECO.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this contract. If construction or alterations to the premises are undertaken at any time during the term of this contract, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards and all requirements of OSHA 29 CFR 1910. The party initiating the construction or alterations is responsible for funding the upgrade of fire and life safety systems, construction or alteration to the facility must never decrease the level of fire and life safety provided.

Regardless of local code requirements, when the premises (including garage areas under contract by the Government) is on the 6th floor or above, or below grade, automatic sprinklers are required. All Airport Traffic Control Towers must meet the requirements of OSHA's Alternate Standard for Fire Safety in Airport Traffic Control Towers and the NFPA 101. Furthermore, buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of

NFPA 13.

When space is located in multi-tenant buildings, the Lessor is responsible for the following:

- i. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan.
- ii. Publishing and making copies of the EAP and Fire Prevention Plan and making them available to all FAA occupants.
- iii. Conducting fire or other emergency evacuation drills, at least annually.
- iv. Conducting review and modification of the EAP and Fire Prevention Plan at least annually.
- v. Inviting FAA representation to develop, review and modify the EAP and Fire Prevention Plan.

**70. Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

**71. Environmental and Occupational Safety Health (EOSH) Requirements for ATCT (09/2021) 6.8.5-1**

The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. OSHA The Alternate Standard for Fire Safety in Airport Traffic Control Towers (For ATCTs only)
- D. National Fire Protection Association (NFPA) 101, Life Safety Code
- E. FAA Order 3900.19, FAA Occupational and Health Policy
- F. FAA Standard HF-STD-001, Human Factors Design Standard
- G. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- H. Local and state EOSH regulations
- I. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard must be

marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

**72. Recycling (09/2021) 6.8.6** Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space, the Contractor shall comply with state and/or local law, code, or ordinance. In all other cases, the Contractor must establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Contractor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the space after lease execution.

**73. Indoor Air Quality (09/2021) 6.8.7** The Contractor must control contaminants at the source and/or operate the space in such a manner that the indicator levels are not exceeded for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (CH<sub>2</sub>O). The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO<sub>2</sub> - 700 PPM above outdoor air; CH<sub>2</sub>O - 0.027 PPM. All indoor air contaminant levels in the space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality systems cleaning is required to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these. During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy.

The Contractor must investigate indoor air quality (IAQ) complaints immediately and must implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The Government is responsible for addressing IAQ problems resulting from its own activities.

The Contractor must provide SDS to FAA facility management for all chemicals and cleaning solutions at least 72 hours prior to their use in the FAA spaces or other areas of the buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.

**74. Mold Growth Identification and Control (09/2021) 6.8.8** The contractor must prevent mold growth and excessive levels of moisture and humidity. Adequate air quality, moisture control and facility cleaning are required to prevent the growth of mold, mildew, and bacteria. Any visual evidence of mold requires immediate sampling and remediation by the contractor. Following a water-intrusion event, the contractor must identify the water source and immediately implement water extraction and drying efforts. Once the water source is identified,

the contractor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24-48 hours of water damage from clean water sources (e.g., water supply lines, rainwater, and snowmelt from rooftops), all building materials must be dried to a moisture level that will prevent mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or Category 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation, contractors training and licensing must be followed.

The contractor must coordinate with the FAA facility management and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems.

**75. Drinking Water (09/2021) 6.8.9** The contractor must provide drinking water in the space that meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C. 300. Acceptable potable water must meet EPA's primary drinking water standards with contaminants being less than established Maximum Contaminant Levels (MCLs) and action levels. In cases where state and/or local authorities have their own standards, potable water must meet those or federal standards, whichever is more stringent.

The contractor must test the sources of drinking water in the space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years, to ensure water quality (e.g., lead, copper, total coliforms). If the contractor performs plumbing and/or renovation work in the space that impacts the drinking water (i.e., replacement of water lines), the contractor must test the drinking water in the system affected by the plumbing and/or renovation work. If at any time, the FAA or contractor's drinking water test results are not acceptable under the EPA's primary drinking water, and/or state and local authorities' standards as described above, the Lessor must immediately correct the deficiencies. The contractor must notify the Government prior to performing all tests and provide a copy of any test report to the RECO and facility management or their designee.

**76. Halon (09/2021) 6.8.10** Halon may not be used in any FAA space.

**77. Radon Air Levels 6.8.11** Contractor must provide the FAA with a Radon Evaluation Report for the facility when reasonably requested. Radon air levels in FAA premises must not exceed

the level of 4.0 picocuries per liter (pCi/L). If radon levels are found to be at or above 4.0 pCi/L, the contractor will notify the RECO and FAA facility management within 48 hours of its finding and its plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Radon testing shall be done by a radon professional certified according to state and local requirements using US EPA approved testing methods.

**78. Asbestos 6.8.12** The contractor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:

- A. 29 CFR 1910.1001, Asbestos (General Industry)
- B. 29 CFR 1926.1101, Asbestos (Construction)
- C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA)
- D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)
- E. State and local asbestos regulations

The contractor warrants that, notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, all space under this contract, including, but not limited to; space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements.

All facilities are required to have a current asbestos building survey (in accordance with federal, state or local regulations, and including sampling of all materials that have the potential to contain asbestos) conducted by a qualified inspector, including a visual examination and sampling of building materials. All asbestos identification survey reports must be sent to the RECO and FAA facility management.

The RECO must notify the contractor in writing of any failure to comply with asbestos requirements, within five (5) days after the discovery thereof. If Asbestos Containing Materials (ACMs) are found to be in the leased space, either prior to acceptance or during the course of the lease agreement, the Government reserves the right to require the contractor, at no cost to the Government, to take corrective action as required by OSHA, EPA, state and local requirements. In accordance with these regulations, the contractor must post asbestos warning labels and signs in accordance with OSHA regulations.

In addition, all construction by the contractor is required to comply with OSHA, EPA, state and local requirements for asbestos. Prior to the start of any construction, renovation or maintenance activities that impact the building, the contractor must determine whether ACM will or could be released as part of the work. If ACM will or could be released, the contractor must notify the FAA and take corrective actions to prevent FAA employees from exposure to asbestos fibers. Corrective actions must be coordinated with the FAA at least 30 days prior to the start of any

construction, renovation or maintenance activities that impact the building.

After ACM remediation is performed, the contractor must adhere to regulatory required post-asbestos abatement air monitoring requirements. As a part of this process, the contractor must provide the RECO and the FAA facility manager with an asbestos re-inspection report indicating the location and condition of all remaining ACM in the FAA leased areas and common areas of the facility. If the contractor supplies the janitorial or maintenance contracts, those employees must also be informed of the presence and location of asbestos at the facility. “Corrective Action”, as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements.

79. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).
80. **Electrical Safety (09/2021) 6.8.14** The contractor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:
  - A. 29 CFR 1910, Subpart S, Electrical
  - B. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards
  - C. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements
  - D. National Fire Protection Association (NFPA) 70, National Electrical Code
  - E. NFPA 70E, Electrical Safety in the Workplace
  - F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment
  - G. DOT Standard FAA-STD-019F, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment

The contractor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment requires review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

81. **Facility Security 6.9.1** Security requirements for Government occupied space must meet the baseline level of protection security countermeasures based upon the facility security level (FSL) and type of facility covered by this Lease. The security countermeasures for each FSL and type are identified in FAA Order 1600.69 FAA Facility Security Management Program (as

amended). The security countermeasures identified below are tailored specifically for the type of facility covered by this Lease. The Government is providing the security and telecom systems under the supervision of the Government and the programming, monitoring, and maintenance of any of these systems are the responsibility of the Government. The Lessor shall provide or make accommodation to provide for all the security countermeasures required for the leased premises covered by this Lease agreement:

## **1. Crime Prevention**

- Crime prevention through environmental design (CPTED – incorporate environmental planning, design, and maintenance techniques that reduce crime).

## **2. Façade/Structure/Inherent Ductility**

- Façade Hardening – Facility Security Level 2 ATCT facilities will use construction materials which have inherent ductility and which are better to respond to load reversals (e.g., cast in place reinforced concrete column construction).
- Position propane, liquefied petroleum gas, natural gas feeds, fuel tanks, and other potential incendiary fuel sources a minimum of 25 feet from facilities. Separate these areas with controlled fencing or walls.

## **3. HVAC Requirements /Air Intakes / Emergency Shutdown**

- Protection of Air Intakes – They will be secured from tampering or removal through normal construction/building methods. An emergency shutdown capability is required.
- Facilities will develop and maintain written procedures for the emergency shutdown and/or exhaust of air handling systems.

## **4. Buffer Zones**

- An unobstructed area (buffer zone) 20 feet from the facility perimeter fence inward must be maintained.
- Clear zones of 20 feet on the outside of the fence must be maintained.

## **5. Signs**

- Signs must be displayed in and around the leased space consistent with the operations conducted at the facility. At facilities where fences are present, signs will be posted facing outward so they are easily readable, and the fence fabric does not block or obstruct the language contained on the sign. This includes, but is not limited to, no weapons signs, notice of inspection, CCTV warnings, restricted area, and other signs.

## **6. Perimeter Fencing and Gates**

- Standard perimeter fencing will consist of a 7 foot, 9-gauge woven aluminum coated or galvanized steel wire fabric with mesh openings not larger than 2 inches per side and a 1-foot-high outward facing top guard consisting of 3 strands of galvanized barbed wire

each consisting of 2 twisted 12-gauge wires with 4-point barbs spaced no more than 4 inches apart set at an outward angle of 45 degrees for a total of 8 feet. Construction of FAA security fences and gates will comply with Federal Supply Service, Federal Specification RR-F-191K, Fencing, Wire, and Post Metal (and Gates, Chain-Link Fence Fabric, and Accessories) (General Specification), Federal Specification Sheets RR-F-191-1E through 4E and American Society for Testing and Materials (ASTM) F567-07, Standard Practice for Installation of Chain-Link Fence. The current versions of these documents are available from the FSRM program office.

- Tension wires and top rails. Nine-gauge tension wires will be used in new fence construction. They will be affixed with 9-gauge steel rings 4 inches from the top and bottom of the fence fabric at no more than 24 inches on center and must be secured to each vertical post. Top rails may be used in lieu of the top tension wire when engineering personnel determine they are needed to counter local conditions or facilitate special equipment needs that would otherwise degrade the integrity of the fence.
- Fence posts. Fence post material must meet the reference federal specification. Posts cannot be spaced more than 10 feet apart and must be embedded in concrete footing to a depth of not less than 3 feet to prevent shifting or sagging.
- Fence fabric. Fence fabric must be attached to terminal posts with stretcher bars 0.25 inches by 0.75 inches, which engage each fabric link. The stretcher bars must be held to the fence post with clamps placed within 4 inches of the top and bottom of the fence and will not be spaced more than 14 inches apart. Fence fabric must be attached to the exterior side of line posts using 9-gauge steel ties spaced not more than 14 inches apart, with ties mounted within 4 inches of the top and bottom of the fabric. Ties must be wrapped 360 degrees around posts prior to being twisted a minimum of three turns and bent down on the protected side of the fence. The maximum acceptable gap under fencing from firm ground is 2 inches. Where perimeter fencing traverses a culvert, trough, ditch, or other opening greater than 96 square inches in area, fence construction will be extended to block the opening.
- Protection of hardware. Hardware such as ties, hog rings, bolts, nuts, outriggers, braces, hinges, gate latches, drop rods, etc., will be installed so they cannot be easily removed, or used as a climbing aid from the threat side of the fence.
- Gates. Gates must maintain the structural integrity of the fence and must not become a weak link in the overall security design. This is not intended to prohibit any particular gate design and lighter framing may be used for gates provided the structural integrity of the fence and gate as a barrier is maintained. The maximum acceptable gap under a gate from firm ground is 4 inches. Hardware used on gates will have the securing bolts placed on the secure (inside) side and secured or modified to prevent unauthorized removal. The number of perimeter gates used to access the facility will be the minimum required for operations.
- Gate locks. Government shall keep gates locked when not in use.

- Vehicle gate electronic controls. Vehicle gates that employ electronic gate controls should include a manual disconnect of automatic gate drives in case power is lost for an extended period. Automatic exit devices should be adjusted to be only as sensitive as needed for dependable operation.
- Visitor parking must be clearly marked and located furthest from the facility.

## 7. Security Lighting

- Security lighting is required at all entrances and exits, and at parking lots for all facilities, and at walkways from parking lots to entrances at all facilities. Entry point lighting will illuminate gates, doors, or other points and will allow recognition of people, vehicle ID systems, and examination of credentials. Regardless of any other application, site/perimeter lighting must be sufficient to support required video monitoring systems.
  - a. Parking lots: Not less than 0.8 FC
  - b. Building entrances and exits: Not less than 5 FC
  - c. General exterior facility lighting: Not less than 0.5 FC
- The Contractor will respond to lighting outage within one business day, after being notified by Government, to assess the lighting outage issues; however, if the repair or replacement requires more than five days to repair, temporary lighting will be provided.

## 8. Doors

All exterior and interior doors will comply with these guidelines:

- Have heavy duty builders' (durability grade) hardware, Building Hardware Manufacturer's Association (BHMA) Grade 1 used throughout.
- Have non-removable pin (NRP) hinges on perimeter doors and critical area doors or have other exterior mounted hinges modified to prevent removal.
- Be made of solid, close, or tight grained wood, or employ sheet metal/ metal-clad 14-gauge (.0747 inches) or thicker (13-gauge to 3-gauge).
- Have substantial door frames in keeping with door construction.
- Perimeter doors equipped with electronic or electro-mechanical entry systems must be designed to remain locked from the outside (to prevent ingress) during power loss but still allow emergency exit for personnel.
- Glass doors will have tempered glass or American National Standards Institute rated burglary resistant glass used or an equivalent film or laminate applied (glass embedded with wire mesh may also be used). Glass doors are not permitted for entry controlled or card reader equipped doors unless the door frame is capable of accepting electric strikes. Magnetic locks are prohibited anywhere within the facility.
- All double doors must be equipped with a full-length astragal or other sealing mechanism to prevent prying and manipulation or defeat of the locking hardware.
- All Perimeter doors and critical operational area doors must be equipped with a latch guard unless the door/frame design protects the strike from tampering.

- Unless prohibited by governing life-safety codes, doors designated for emergency exit must be equipped with automatic door closing devices (e.g. pneumatic door close/hinge), and exiting hardware (e.g., “crash bar”).
- Unusual door designs such as rolling (garage-type) or sliding doors will be secured.
- Keys must be engraved with a serial number to facilitate inventory control.
- For FAA-Leased facilities, the lessor will furnish FAA standard BHMA grade 1 locking hardware. The FAA will furnish its own cores and maintain its own key system.

➤ **Interior Critical Door(s)**

- TRACON
- Tower cab
- Critical equipment room(s)

➤ **Exterior Critical Door(s)**

- Main entrance
- Visitor door(s)
- Ground floor perimeter doors

➤ **Equipment Requirements for Access Controlled Doors, Perimeter IDS Doors, Interior Critical Doors**

- Request To Exit (PIR)
- Door Contact
- Audio/Visual Assessment/Video Intercom, Alarm Assessment Cameras, Primarily Entrances and Interior Critical Doors (locations to be determined during design)
- Card reader(s)
- Electric Strike
- Astragal/Latch Guard
- BHMA Grade 1 Locking System accepts a universal 7-pin removable and interchangeable core that can be changed without disassembling the entire core.
- Hinge Security: Non removable pins (NRP) Remote Door Release for Main/Visitor Entrance, Tower Cab, and TRACON Doors

## 9. Locking System

The FAA standard lock system is any BHMA grade 1 system that accepts a universal 7-pin removable and interchangeable core that can be changed without disassembling the entire core.

- Electronic lock cylinders and programmable smart key systems are authorized for use at FAA facilities
- For FAA-Leased facilities, the lessor will furnish FAA standard BHMA grade 1 locking hardware. The FAA will furnish its own cores and maintain its own key system.
- Where access control systems are used, doors must also be equipped with the FAA standard locking system.

## 10. Windows

All windows, their supporting frames and wall attachments, and all hardware will be heavy duty builder's material and use like construction techniques. Windows that are within 18 feet of the ground must:

- Have any exterior hinges and mounts modified to prevent removal.
- Have an effective latching or locking mechanism.
- Be locked when the room or surrounding area is not attended.

## 11. Other openings

- Utility tunnels, access covers (manholes), and any other opening of 96 square inches or greater that have a lesser dimension of 6 inches or more, will be secured.

## 12. Other considerations

- Critical cables hung less than 12 feet from the ground or easily accessible areas will be protected from unauthorized access.
- Facility-mounted exterior ladders that access critical equipment, lead to facility access points, or allow access to roofs or ledges will be secured when not in use or when not employed for emergency egress.
- Critical items such as antennas that are located in non-public areas (e.g., on catwalks or other rooftops, or otherwise mounted above 18 feet from the ground) will be considered protected by their location unless SSE determines they are easily accessible due to design of the tower, the presence of the ladders, or other factors.

## 13. Physical Access Control System (PACS)

- Required at main entrances and exterior high use doors
- Vehicle gates
- Pedestrian gate

## 14. Physical Access Control System (PACS) requirements

- Request To Exit (PIR)
- Door Contact
- Local Alarm Annunciator (A)
- Dead Bolt (A)
- Audio/Visual Assessment/Video Intercom, Alarm Assessment Camera
- Entry Card Reader
- Electric Strike
- Astragal/Latch Guard
- BHMA Grade 1 Locking System accepts a universal 7-pin removable and interchangeable core that can be changed without disassembling the entire core.
- NRP Hinge Security

## 15. VMS – FAA installed, maintained and monitored - Video Monitoring System Requirements

- Main entrances – Alarm Assessment Camera
- Other pedestrian entrances/exits - Alarm Assessment Camera
- Visitor doors – Entry Control Video
- Operable ground windows – Alarm Assessment Camera
- Alarm Assessment Cameras are required to monitor required IDS alarmed locations.
- Gate Control Video - Used only where there is a controlled (fenced) perimeter and vehicles enter into or park within the perimeter.
- Allows employee to assess a visitor who is requesting entry to the controlled perimeter and make an access decision (requires an audio capability).
- Used in conjunction with remote control of gate opening (and closing if not automatic).
- Allows for gate area viewing to verify the gate closes behind the vehicle/person allowed to enter and that no other vehicle/person entered with or behind (piggy-backing).
- There is no requirement to record GCV video.
- Entry Control Video - Required at the facility main entrance (and/or visitor entrance if separate), at the entrance to tower cabs for personnel identification (where required to support local operations and based on evaluation only), High use pedestrian gates where vehicles park outside of the controlled perimeter and GCV is not used.
- Allows employee to assess who is requesting entry to the facility or tower cab (where required) and make an access decision (requires an audio capability).
- May utilize alarm assessment camera if design allows.
- Normally requires remote opening (unlocking) of the monitored access point.
- There is no requirement to record ECV video.
- Cameras supporting exterior or facility perimeter alarmed points will provide an external view to assist in recording suspect activity and persons in the immediate area of the alarmed point.
- Cameras supporting interior alarmed points will provide a capability to view a front-facial image of individuals accessing the area. If design allows, this capability may be satisfied by mounting the camera inside or outside of the door.
- Video will be recorded on site and maintained for 30 days to provide a forensic review capability.
- Alarm Assessment Video will be continuously recorded via a digital process.
- VMS must record and display images at a minimum of 1080p at 15 frames per second.
- Single cameras may provide more than one function or monitor more than one alarm point (facility design specific).

### Intrusion Detection System (IDS) Locations

- All Ground Floor Perimeter Doors
- Operable ground floor windows

## **16. Heating, Ventilation, and Air Conditioning (HVAC)**

- Protection of air Intakes. An emergency shutdown capability is required at all facilities. Additionally protective measures will be taken for air intake grills. FSL 2 facilities, will be secured from tampering or removal through normal construction /building methods.

## **17. Walls**

- Walls must be extended from the true floor to the true ceiling and attached with permanent construction materials.
- Walls from floor to ceiling are required to prevent any unauthorized physical entry into any Critical Operations Area or Critical Administrative Areas.

**18. Access:** The Government shall have the authority to restrict or deny unescorted access into leased space by anyone not possessing a U.S. Government issued Personal Identity Verification (PIV) Card. The Government shall also have the authority to determine the number of PIV cards to be issued to the Lessor's personnel, contractors and subcontractors based on operational necessity, however, it will not be less than ten (10) individually issued PIV cards. The Lessor is responsible for paying the FAA for the cost of the badging. Lessor personnel requiring non-routine access for maintenance purposes shall be escorted by FAA personnel and be issued appropriate FAA visitor badges.

**19. Building Management System (BMS):** The new ATCT building has an automated Building Management System, which is monitored for building issues. The Government will notify the Lessor by calling the Communications Center at (828) 684-4577 to notify Lessor of any building issues they are aware of, such as heating, air conditioning, lighting, etc. Upon notification by Government, the Lessor shall respond and assess the issue or problem and provide resolution to Government. If parts or extensive work is required and the issue or problem is not able to be fixed within twenty-four hours, the Lessor will provide temporary cooling or heating for the occupied work areas until the repairs are completed.

**20. Servicing Security Element (SSE):** The local Servicing Security Element (SSE) will determine the security countermeasures that are required for the leased space and shall conduct a final security assessment of the building. If that assessment indicates that additional security countermeasures are required to the Premises, those countermeasures shall be contracted and paid for under separate contract at the Government's expense and subject to the availability of funds. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this Lease and may be at an additional expense to the Government.

## **82. Foreign Nationals as Contractor Employees (04/2022) 6.9.2**

- a) Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.
- b) Each contractor or subcontractor employee under this contract, having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or a foreign national who has been lawfully admitted for permanent residence as evidenced by a Permanent

Resident CardI-551, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

c) Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.1F, chapter 8, paragraph 10:

(1) Must have resided within the United States for a minimum of the last three (3) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.1F, chapter 8, paragraph 10;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation can be adequately conducted, as determined by the Office of Security and Hazardous Materials (ASH) Office of Personnel Security (AXP).

d) Foreign Nationals proposed under this contract must meet the following additional conditions:

(1) Provide a current unexpired passport and their place of birth in order to begin the background investigation process in accordance with FAA Order 1600.1F, Personnel Security Program; and,

(2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

e) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

### **83. Real Estate Contractor Personnel Suitability Requirements (01/2024) 6.9.3**

1. No contractor employee, subcontractor, or consultant will be allowed

unescorted access to any FAA facility;

access to FAA classified information;

access to FAA \*Sensitive Unclassified Information (SUI); or

access to FAA systems or resources

unless they have been authorized by the FAA Office of Personnel Security (AXP).

\*SUI is defined as unclassified information, in any form including print, electronic, visual, or aural forms, which is protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

The lessor, employee, consultant, contractor or subcontractor may be required to sign a Non-Disclosure Agreement (NDA) prior to being allowed access to SUI and other information of a confidential nature that is owned by, produced by or otherwise under the control of the United States Government. The NDA establishes a recipient's responsibilities with respect to safeguarding sensitive information from being shared with unauthorized parties and the possible consequences of a recipient's failure to do so.

2. Consistent with FAA Order 1600.1F, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the Contracting Officer (CO) or designee, using the

OPM Position Designation Automated Tool (PD Tool).

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the prime contractor must submit to their responsible AXP office and CO or their designee, a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Portal (VAP) system (AXP will provide the user with access to the VAP) for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for unescorted access to FAA facilities, classified information, sensitive unclassified information and/or systems according to the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not to be entered in VAP.

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

Send the applicant an e-mail (this step may be delegated to VAP POC) with instructions for completing investigative requirements;

Instruct the applicant how to enter and complete a background investigation questionnaire through the electronic Questionnaires for Investigation Processing (eQIP) or successor system;

Provide where to upload, or send/fax applicable forms; and

Provide instructions regarding fingerprinting (any fees associated with obtaining fingerprints are not the responsibility of the FAA).

The contractor employee must complete the investigative requirements and submit required material within 15-calendar days of receiving the e-mail from AXP. All items submitted directly to AXP must reference the contract number.

6. No contract employee, subcontractor, or consultant, identified as requiring a background investigation under the contract will be granted unescorted access to FAA occupied space unless AXP has authorized them. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.

7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card, or other FAA issued ID card, unless they have been granted a favorable Interim or Final suitability determination from AXP.

8. The Contractor VAP POC must inform the CO or their designee and submit a VAP removal

record in VAP within twenty-four (24) hours after any contractor employee resigns, is terminated, transferred, or otherwise removed from the contract. If the FAA issued the contract employee a PIV card, or other ID card, the contractor must collect the card within twenty-four hours and return it to AXP no later than five business-days after the employee's termination or transfer.

9. The CO or their designee will provide notice to the contractor within 24 hours after receipt of a determination that the contractor or its employee has not complied with security-related contract requirements, security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks or otherwise remedy the contractor's performance. The FAA Facility Manager has authority to remove a contractor employee's access to FAA occupied space when the Facility Manager determines a contractor employee's conduct is objectionable or contrary to the public interest. The Facility Manager must notify the CO within 24-hours of such removal.

10. The contractor must immediately comply with the CO or their designee's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee's access, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in this clause.

11. After coordination with AXP, the CO or the FAA Facility Manager or their designee may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting, responding to letters of inquiry, and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. The contractor must retrieve a current roster report through VAP on a quarterly basis to ensure the roster is accurate and immediately correct any discrepancies with the responsible AXP office. The prime contractor is responsible for the accuracy of their subcontractors' rosters as well.

13. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractor employees without access to eLMS must contact the FAA Facility Manager for a copy of the training.

14. The prime contractor must contact the CO or their designee, and AXP within one business-day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information

that may raise a question about the suitability of a contractor or subcontractor employee.

15. Failure to submit information required by this clause within the time required may result in suspension or revoked access to FAA assets for the contractor's employee, which may be determined by the CO to be a material breach of the contract.

16. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

17. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.1F do not apply.

#### **84. Access to FAA Systems and Government Issued Keys and Personal Identification**

##### **Verification (PIV) Cards 6.9.4**

1. It may become necessary for the Government to grant access to FAA systems or issue Government property, to include FAA-issued ID cards, or sensitive unclassified information (SUI), to contractor employees. The FAA shall have the authority to restrict or deny, unescorted access into leased space to anyone. The FAA shall also have the authority to determine the number of PIV cards to be issued to contractor personnel and subcontractors, based on operational necessity. Individuals requiring non-routine access for maintenance purposes shall be escorted by FAA personnel and be issued appropriate FAA visitor badges. Prior to or upon completion or termination of the work under the contract, the contractor must return all such Government property and SUI to FAA's Facility Manager or their designee.

2. Improper use, possession or alteration of Government property is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

3. In the event such Government property is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold the value of the asset for each item of Government property not returned. If the Government property, to include FAA-issued ID cards, or SUI is not returned within 30-calendar-days from the date the withholding action was initiated, any amount so withheld is forfeited by the contractor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the contractor must additionally report such a loss, theft, or non-return within one (1) hour to the FAA Security Operations Center (phone (866)-580-1852 (Option 1) or email 9-AWA-SOC@faa.gov).

4. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

5. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the contractor in connection with the contract and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (3) of this clause apply.
6. The issuance of Government property, to include SUI, to a Contractor must be approved by FAA's Facility Manager or designee who will require the Contractor's employee to sign a receipt for each item. Lost or stolen Government property or SUI must immediately be reported to the Contracting Officer (CO), Contracting Officer's Representative (COR), or FAA's facility manager or designee (as applicable) and the FAA SOC at the telephone number and email address listed under section (3) above.
7. Each Contract employee, during all times of on-site performance at an FAA facility, must prominently display his/her current and valid FAA PIV card, or other FAA issued ID card, on the front portion of his/her body between the neck and waist. Each FAA ID cardholder must not affix pins, stickers, or other item to the card.
8. Prior to any contractor employee obtaining a FAA ID Card or other government property, in accordance with FAA Order 1600.78 the contractor is required to:
  - a. Enter data for each employee into the VAP as described in the "Real Estate Contractor Personnel Suitability Requirements" clause.
  - b. The Office of Personnel Security (AXP) will determine whether a favorable interim and/or final suitability determination can be granted to:
    - i. Exercise reciprocity when applicable.:
    - ii. Initiate the contractor applicant into the electronic Questionnaires for Investigations Processing (eQIP), or subsequent system, so that the applicant can complete the investigative forms.
  - c. Interim suitability cannot be granted until all background investigation forms are completed, and fingerprints and signature pages are submitted to AXP.
  - d. Authorization for the contractor employee to begin work on the FAA contract will be an Interim or Final Suitability notification from AXP.
9. To obtain a FAA PIV card, in accordance with FAA Order 1600.78, the contractor employee will be provided instructions by AXP for obtaining an FAA PIV or other ID card upon being granted authorization to begin work. a. The instructions will include how to submit an identification Card Application (DOT 1681) online at <https://idms.faa.gov/1681>, accessible only from within an FAA facility. The application must be approved by the CO or COR.
  - b. The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., Trusted

Agent).

10. Off-Boarding. The contractor is responsible for ensuring final off-boarding is accomplished for all departing contractor employees. This includes termination, resignation, retirement, death, change of employment status (i.e., transferring from a contractor to a FAA employee), transfer to another FAA contract, and (with CO approval) extended leave of absence. The Contractor may appoint an off-boarding coordinator to oversee the off-boarding process.

- a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the Contractor must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Checklist" attached as Exhibit B, FAA Form 4400-47 attached hereto and made a part hereof. to the Facility Manager or their designee no later than thirty (30) calendar days after the employee's departure. The Contractor must ensure that the Checklist confirms that all applicable Government property (including FAA-issued ID cards) and sensitive information (including Classified National Security Information (CNSI) has been collected and access to all FAA assets has been terminated.
- b. When the Contractor is not collocated or within local driving distance of the responsible AXP office, the Contractor must collect the PIV Card or other FAA issued ID card, and any other tokens and provide to the CO or COR within one (1) business day of receiving the card/tokens from the departing employee.
- c. In event that the Contractor employee departs without completing the Checklist, the Contractor is responsible for completing and submitting the Checklist on the employee's behalf. If the departing Contractor employee served as the Property Custodian for the FAA contract, the Contractor must designate a new Property Custodian and ensure accountability of all property under the contract, or within fourteen calendar days with the CO's approval, provide to the CO the results of the associated inventory/property accountability.
- d. The designated VAP POC must submit a VAP removal record for the departing employee within twenty-four (24) hours.
- e. The Contractor must also comply with any local Employee Off-Boarding Checklists in use at FAA Facilities.

11. All contractors and subcontractor employees with access to FAA systems must have an FAA-issued PIV card and must use the PIV card to authenticate to the FAA system. Approved contractor equipment or software in accordance with clause 3.14-13 "Use of Contractor Equipment or Software - Permitted" that connects to FAA systems must be configured to accept and use FAA-issued PIV cards. The contractor must provide the appropriate equipment for the PIV card, while the FAA will furnish and configure the PIV software.

12. The contractor must insert this clause in all subcontracts under the contract.

**85. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately

delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services

used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### **86. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it \_\_\_\_\_ **does, XX does not provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_ **does, XX does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

#### **87. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered

telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, the offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

**PROVISION/CLAUSE:**

**(a) Definitions.** As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

**(b) Prohibitions.**

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise

handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it **[ ] will, [X] will not provide** covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it **[ ]does, [X]does not USE** covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision—  
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services—

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **88. Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021)**

### **6.9.6**

- a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.
- b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:
  - 1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
  - 2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
  - 3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated

with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.

5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-

a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);

c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

i. Non-public information from an official FAA data network or information;

ii. Imagery;

iii. Technical specifications;

iv. Trade secrets;

v. Proprietary information;

vi. Sensitive Security Information (SSI); and

vii. Any other SUI

e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee

being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
- e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
- f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
- g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;

- h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
- i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

- c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.
- d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

## **89. Foreign Ownership and Financing Requirements for High-Security Leased Space (07/2023) 6.9.7**

- a. Definitions. As used in this clause—

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:

- i. Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- ii. Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:

- i. A United States citizen; or
- ii. An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific

commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) Timing. The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest, the Lessor shall submit this representation to the Real Estate Contracting Officer (RECO) with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) Immediate owner.

(1) The Offeror or Lessor represents that it

does have an immediate owner.

does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal Name (do not use "doing business as" name):

Unique entity identifier (if available): \_\_\_\_\_

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign entity?:  Yes or  No

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign person?:  Yes or  No

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: \_\_\_\_\_

Country: \_\_\_\_\_

(d) Highest-level owner.

(1) The Offeror or Lessor represents that the immediate owner, if any,

is owned or controlled by another entity.

is not owned or controlled by another entity.

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal Name (do not use "doing business as" name):

Unique entity identifier (if available): \_\_\_\_\_

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation:

Is the highest-level owner a foreign entity?:  Yes or  No

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign person?:  Yes or  No

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: \_\_\_\_\_

Country: \_\_\_\_\_

(e) Financing entity.

(1) The Offeror or Lessor represents that the financing

does involve a foreign entity

does not involve a foreign entity

(2) The Offeror or Lessor represents that the financing

does involve a foreign person

does not involve a foreign person

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal Name (do not use “doing business as” name):

Unique entity identifier (if available): \_\_\_\_\_

OFFEROR OR LESSOR NAME AND SIGNATURE:

---

NAME      SIGNATURE

**90. Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8**

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a “reasonable inquiry” (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is

unable to represent compliance, then the Offeror must provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description; and
- (7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

## 91. **Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1**

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) “Information technology,” as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) “Telecommunications equipment” or “telecommunications service,” as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or

the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes  No  DHS FASCSA orders

Yes  No  DoD FASCSA orders

Yes  No  DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) Contractor request for waivers.

(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;  
(B) Name of the covered article or source subject to a FASCSA order;  
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;  
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);  
(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and  
(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or

product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

- (i) Within 3 business days from the date of such identification or notification:
  - (A) Contract number;
  - (B) Order number(s), if applicable;
  - (C) Name of the product or service provided to the Government or used during performance of the contract;
  - (D) Name of the covered article or source subject to a FASCSA order;
  - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
  - (F) Brand;
  - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
  - (H) Item description; and
  - (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
  - (A) Any further available information about mitigation actions undertaken or recommended.
  - (B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
- (e) Subcontracts.
  - (1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
  - (2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

**92. Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

**TO THE LESSOR:**

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

**TO THE GOVERNMENT:**

Federal Aviation Administration  
Real Estate Contracting Division, AAQ-910  
1200 District Avenue  
Burlington, MA 01803

**93. Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Print Name: **Lew Bleiweis, A.A.E.**  
Title: President & CEO  
Date: \_\_\_\_\_

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

By: \_\_\_\_\_  
Print Name: **Gail F. Gray**  
Title: Real Estate Contracting Officer  
Date: \_\_\_\_\_

**ATTACHMENTS/EXHIBITS:**

<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
<b>1</b>	Certificate of Acknowledgement		
<b>2</b>	Exhibit "A" Ground area and building levels		
<b>3</b>	Exhibit "B" FAA Form 4400-47		
<b>4</b>			
<b>5</b>			

**PUBLIC AUTHORIZATION CERTIFICATE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I \_\_\_\_\_  
[insert name]

certify that I am the \_\_\_\_\_ of the  
[insert title]

\_\_\_\_\_ named in the attached agreement; that  
[insert name of State, County, Municipality, or other Public Authority]

\_\_\_\_\_ who signed said agreement on behalf of the  
[insert name of person who signed the agreement]

\_\_\_\_\_ is  
[insert name of State, County, Municipality, or other Public Authority]

\_\_\_\_\_ of said  
[insert title of person who signed the agreement]

\_\_\_\_\_; and that said agreement was duly signed  
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of \_\_\_\_\_ by authority of  
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed \_\_\_\_\_



















## Contractor Employee Off-Boarding Form

**Overview:** This Checklist provides procedures for the contractor employee off-boarding process. These procedures govern such processes as the surrender of Government property, termination of access to facilities and automated systems, and cancellation of credentials, etc.

These procedures centralize and standardize a process of internal controls. Contractor employees with either access to FAA Facilities and/or Information Technology (IT) Systems who are separating must use this Checklist. Contractor employees who have not been issued Personal Identity Verification (PIV) Cards do not need to use the Checklist as they do not have such access. Contractor employees who will be employed on the contract for less than six (6) months and were not issued a yellow ID card also do not need to submit one as they will not have PIV Cards and will be escorted when at a FAA Facility.

This off-boarding process must be used to clear the contractor employee's record so that the FAA may:

- a. Remove access privileges to facilities and IT systems
- b. Reclaim any Government property issued to separating contractor employees

This Checklist is required for contractor employees who are off-boarding for any of the following reasons:

- a. Terminating/Resigning/Death;
- b. Retiring;
- c. Change of employment status (e.g., transferring from a Contractor to an FAA employee);
- d. Transferring from one FAA contract to another; or
- e. Extended leave or absence (off-boarding for extended leave or absence is at the discretion of the Contracting Officer (CO)).

### ***Why is this important?***

An effective and consistent off-boarding process is a critical factor in protecting the interests of the FAA, the Contractor, and the exiting contractor employee. A streamlined off-boarding process assists to safeguard FAA physical property, information technology, information assets, and continuity of an operating knowledge base.

### ***Does the Off-Boarding Checklist need to be completed for all contractor employees?***

This Checklist applies to FAA contractor employees granted access to FAA Facilities and/or IT systems. The Checklist serves as a reminder to the Contractor, the contractor employee, and the FAA to account for all FAA assets and terminate access to physical and logical systems. Contractor employees have varied access to systems, office space, FAA assets, and sensitive information depending upon the business needs of the FAA line of Business or Support Office (LOB/SO) to which they provide services. Completing and signing the Checklist documents proper off-boarding of contractor employees for the FAA as well as the Contractor and exiting contractor employee.

### ***If a contractor employee changes duties, location, or transfers to another FAA contract, should the Checklist be completed?***

Yes- FAA assets and access levels can change with job responsibilities. The Checklist must be completed whenever a contractor employee no longer works on a FAA contract for which they have been granted access to FAA assets.

**Paperwork Reduction Act Public Burden Statement:**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0595. Public reporting for this collection of information is estimated to be approximately 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

**CONTRACTOR EMPLOYEE OFF-BOARDING FORM**

Contractor Employee's Name and Org Code: \_\_\_\_\_

Contractor's Program Manager's Name: \_\_\_\_\_

Contracting Officer's Name: \_\_\_\_\_

Contracting Officer Representative's Name: \_\_\_\_\_

Applicable Contract: \_\_\_\_\_

Date of Contractor Employee Separation: \_\_\_\_\_

Assigned Off-Boarding Coordinator's name (if applicable): \_\_\_\_\_

Forwarding address: \_\_\_\_\_

Reason for Off-Boarding:

Terminated/Resigning       Transferring to another contract       Retiring

Contractor employee Participation: Did the contractor employee participate in the Off-Boarding process?  Yes      No	If no, Please Explain
--	-----------------------

**Unrecovered Property:** If any chargeable item issued or funded by the FAA was not accounted for or returned, indicate the dollar value of the unrecovered item.

Item	Amount
Item	Amount
Item	Amount

## CONTRACTOR EMPLOYEE OFF-BOARDING FORM

**Instructions for Exiting Contractor Employees:** This Checklist must be completed and returned to the CO before your departure. Every item applicable must be completed and the employee certification must be signed by the departing individual.

Contractor Employee's Name: \_\_\_\_\_

### PHYSICAL ACCESS CONTROL DEVICES

Device Returned	Received by:			
	Date	Print Name and Org Code	Signature	N/A
DOT/FAA Identification Badge				
Keys: Lock Box, Desk, Office, Shed, Vehicles, etc.				
Access Cards				
Washington/Regional Operation Command Center Access Control Devices				
Parking Decal/Permit				
Restricted Areas: Remove access to restricted areas and all account access associated with the departing office.				
Other:				
Other:				

I have returned all physical control devices issued or funded by the FAA. \_\_\_\_\_  
\_\_\_\_\_  
Contractor Employee's Signature Date

**ELECTRONIC DEVICES**

Device Returned	Received by:			
	Date	Print Name and Org Code	Signature	N/A
<input type="checkbox"/> Laptop				
<input type="checkbox"/> Cell Phone				
<input type="checkbox"/> Desk Phone: Record a new voicemail message notifying callers that you are no longer with the FAA. Provide callers with the name and phone number of another person who can assist. Reset the password and email it to your Manager or Clearance coordinator.				
<input type="checkbox"/> MIFI device				
<input type="checkbox"/> Tablet				
<input type="checkbox"/> Thumbdrive/External Hard Drive/Iron Key				
<input type="checkbox"/> STE/Viper/CRYPTO Card				
<input type="checkbox"/> GETS Card				
<input type="checkbox"/> Camera:				
<input type="checkbox"/> Recorder:				
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:				

I have returned all electronic devices issued or funded by the FAA. \_\_\_\_\_

Contractor Employee's Signature Date

Contractor Employee's Name: \_\_\_\_\_

**IDENTIFICATION**

ID Returned	Received by:			
	Date	Print Name and Org Code	Signature	N/A
<input type="checkbox"/> DOT/FAA Passport				
<input type="checkbox"/> Airport Badge				
<input type="checkbox"/> DOT/FAA Credentials				
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:				

I have returned all Identification Cards issued by the FAA. \_\_\_\_\_

Contractor Employee's Signature Date

**SECURITY**

Debriefing	Debriefed by:			
	(Office of Security and Hazardous Materials Safety (ASH))			
Date	Print Name and Org Code	Signature	N/A	
Security Debriefing Secret/Top Secret (SSE will provide a Security Termination Statement to be signed at departure.)				
TS/SCI & SAP debrief: (contact ASH/AEO-300 10 days before departure.)				

I do not have any outstanding security matters. \_\_\_\_\_

Contractor Employee's Signature Date

IT Services	Cleared by:			
	Date	Print Name and Org Code	Signature	N/A
MYIT Departing User Form completed and sent to helpdesk@FAA.Gov				
<input type="checkbox"/> Emergency Operations Network (EON) account access removed.				
<input type="checkbox"/> Out of Office Email Response: Notify customers of your departure and include contact info for their new POC by setting up an out of office email no later than 3 days before your departure.				
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:				

**ENTERPRISE SERVICES/NETWORK ACCESS**

Access to services that utilize PIV or other electronic authentication credentials are automatically removed on the first day following the termination date at the FAA. This deactivation takes place within 24 hours of the termination date. If continued access to network services is required for a departed employee, the Shared services helpdesk may be utilized.

Contractor Employee's Name: \_\_\_\_\_

**OTHER SYSTEMS**

The PM is responsible to ensure that technology access to applications, systems, and services not utilizing PIV credentials are disabled. It is advised that individual access to these systems is documented via a new hire checklist or other consistent method within the LOB/SO.

I have notified the proper authorities of my departure from the FAA contract identified above and requested termination of IT Services. \_\_\_\_\_

Contractor Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FAA PROPERTY**

Tools and Supplies	Received by:			
	Date	Print Name and Org Code	Signature	N/A
<input type="checkbox"/> Property Inventoried and Transferred (if Property Custodian)				
<input type="checkbox"/> Tools/Power Tools: Drills, Screwdrivers, etc.				
<input type="checkbox"/> Office Supplies: Stationary, folders, etc.				
<input type="checkbox"/> Coffee Makers, Fans, etc.				
<input type="checkbox"/> Uniforms				
<input type="checkbox"/> Books				
<input type="checkbox"/> Other				
<input type="checkbox"/> Other				

I have returned all FAA funded/issued tools and supplies. \_\_\_\_\_

Contractor Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADMINISTRATIVE**

Administrative Actions	Cleared by:			
	Date	Print Name and Org Code	Signature	N/A
<input type="checkbox"/> Remove employee from telephone list				
<input type="checkbox"/> Remove employee group email list				
<input type="checkbox"/> Remove employee mailbox (If applicable)				
<input type="checkbox"/> Remove employee from organizational charts				
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:				

I have cleared admin and have no outstanding admin issues. \_\_\_\_\_

Contractor Employee's Signature      Date

**Certifications:**

**Contractor Employee's Certification:** I certify that I have no Government property, computer software/hardware, keys, records or official documents, including classified material issued or by the Federal Aviation Administration. I understand that the FAA may request my company to withhold the depreciated value of Government property hand-receipted to me that I have not returned, lost,

Contractor Employee's Name: \_\_\_\_\_

or damaged due to negligence or intent on my part.

Signature	Print Name
Date:	Telephone Number:

**Contractor Program Manager's Certification:** I certify that the off-boarding process for the separating contractor employee is complete.

Signature	Print Name
Date:	Telephone Number:

**FAA Sponsor Certification:** I certify that the off-boarding process for the separating contractor employee is complete.

Signature	Print Name
Date:	Telephone Number:



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: February 6, 2026

### ITEM DESCRIPTION – New Business Item C

Approval of Amendment No. 1 to Ground Lease and Agreement between Dreamcatcher Asheville, LLC., and the Greater Asheville Regional Airport Authority.

### BACKGROUND

The Authority approved a ground lease and agreement with Dreamcatcher Asheville LLC., (“Lessee”) on March 14, 2025, to develop a AAA Rated 4-Diamond designation, with a minimum 145 key and/or rental unit hotel (“Hotel”) with minimum 12,000 square feet conference center space (“Conference Center”) that meets federal requirements for compatible land uses (“Project”).

Due to the government shutdown, Lessee has experienced delays with the site work and permitting with the Army Corp of Engineers. Lessee has requested that the construction completion date be adjusted. Therefore, staff is recommending the construction completion date to be changed from September 2027 to April 2028 which will allow additional time for these impacts. Any further impacts to the construction completion date would require the parties to agree in writing.

### ISSUES

None.

### ALTERNATIVES

The Board could disapprove the amendment.

### FISCAL IMPACT

None.

### RECOMMENDED ACTION

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

New Business Item C

**AMENDMENT NO.1**

**TO**

**GROUND LEASE AND AGREEMENT**

THIS FIRST AMENDMENT made and entered into this \_\_\_\_\_, 2026, by and between THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, hereinafter referred to as ("Authority"), and DREAMCATCHER ASHEVILLE, LLC., hereinafter referred to as ("Lessee"), collectively referred to as the ("Parties").

**W I T N E S S E T H:**

A. Authority and Lessee are parties to that certain Ground Lease and Agreement dated March 14, 2025, pursuant to which Authority has agreed to lease to Lessee, and Lessee has agreed to lease from the Authority, certain parcel of real property to develop a AAA Rated 4-Diamond designation, with a minimum 145 key and/or rental unit hotel ("Hotel") with minimum 12,000 square feet conference center space ("Conference Center") that meets federal requirements for compatible land uses ("Project"); and

B. Authority and Lessee now desire to amend the Lease to memorialize their agreements as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, hereto, intending to be legally bound, agree and covenant as follows:

**1. ARTICLE 14 – CONSTRUCTION OF LESSEE IMPROVEMENTS is hereby amended to delete Paragraph 14.1, second sentence in its entirety and replace with the following:**

**"The Project shall be completed prior to April 1, 2028, (The Construction Completion Date) unless agreed upon in writing by the Parties".**

All other terms and conditions of the Ground Lease and 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 as of the day and year first above written.

**GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**

By: \_\_\_\_\_

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

**DREAMCATCHER ASHEVILLE, LLC**

By: \_\_\_\_\_

  
Cody Williamson  
Manager



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: February 6, 2026

### ITEM DESCRIPTION – New Business Item D

Award of Contract with K. West Group, LLC for the Construction of the Remain Over-Night (RON) Apron Project

#### BACKGROUND

On November 8, 2024, the Authority Board approved Task Order No. 2 with McFarland Johnson for the design associated with the RON Parking Project.

Since then, airport staff have worked with McFarland Johnson to create the bid documents for the reconstruction of the RON Ramp used by the airlines. This scope of work includes milling the existing asphalt, paving with new asphalt and concrete for aircraft parking locations, striping, fencing, and new ramp lighting. This scope includes the necessary work to park an additional 4 RON aircraft.

Per NC Procurement Regulations, this work was advertised on November 4, 2025 and only received two bids on December 9, 2025. State regulations requires rebidding the project if three bids are not received at the initial bid date. The project was formally rebid on December 17, 2025 and received two bids. The lowest responsible bid was received from K. West Group in the amount of \$4,798,121.50. This was approximately 42% less than the second-place bid.

#### ISSUES

None.

New Business Item D



## ALTERNATIVES

The Board could elect not to move forward with this construction. However, this will prolong the much-needed solution the need for additional RON parking.

## FISCAL IMPACT

The total cost contracted with K. West Group is \$4,798,121.50. With a ten percent construction allowance of \$480,000.00, a budget of \$100,000.00 for Technology requirements, and a budget for project soft costs of \$100,000.00, the total construction budget is \$5,478,121.50. The most current engineer's estimate just for construction prior to the bid date was \$3,852,930.00. This will require a budget amendment as it was not in the approved FY25/26 budget. Presently, this will be funded utilizing Airport Funds. The previously approved design cost is \$551,640.00, bringing the total project cost to \$6,029,761.50.

## RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the award of the contract with K. West Group, LLC in the amount of \$4,798,121.50 and a total project budget of \$6,029,761.50; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2025/2026 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, 2026:

**Section 1.** To amend the appropriations as follows:

### **EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$6,029,761.50
Totals	<hr/>	<hr/>

This will result in a net increase of \$6,029,761.50 in the appropriations. Revenues will be revised as follows:



**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$6,029,761.50
Totals	<hr/> <hr/>	<hr/> <hr/>

**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 6<sup>th</sup> day of February 2026.

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Brad Galbraith, Chair

Attested by:

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Ellen Heywood, Clerk to the Board

## BID TAB

**REMAIN OVER-NIGHT (RON) APRON  
ASHEVILLE REGIONAL AIRPORT  
January 5, 2026**

				KWEST		APAC	
Bid Item	Description Of Item	Unit	Quantity	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<b>BASE BID</b>							
M-150	FIELD SURVEY AND STAKEOUT	LS	1	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00
M-200	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$100,000.00	\$100,000.00	\$960,000.00	\$960,000.00
M-300	LIGHTING CONTROL DEVICES	LS	1	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
M-400	GENERAL ELECTRICAL WORK	LS	1	\$1,500.00	\$1,500.00	\$150,000.00	\$150,000.00
M-500	SUBSURFACE UTILITY EXPLORATION	ALL	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
M-800	60' HIGH MAST LIGHT POLE	EA	3	\$90,000.00	\$270,000.00	\$38,500.00	\$115,500.00
C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$595,000.00	\$595,000.00	\$995,000.00	\$995,000.00
C-102-1	TEMPORARY SILT FENCE	LF	400	\$8.00	\$3,200.00	\$7.00	\$2,800.00
C-102-3	FILTER BAG INLET PROTECTION	EA	6	\$500.00	\$3,000.00	\$1,150.00	\$6,900.00
C-105	MOBILIZATION	LS	1	\$550,000.00	\$550,000.00	\$580,000.00	\$580,000.00
P-101-1	REMOVAL OF EXISTING DRAINAGE INLET	EA	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
P-101-2	ASPHALT PAVEMENT MILLING (2")	SY	22,300	\$10.00	\$223,000.00	\$9.85	\$219,655.00
P-101-3	FULL DEPTH CONCRETE REMOVAL	SY	2,600	\$50.00	\$130,000.00	\$200.00	\$520,000.00
P-101-4	CONCRETE CURB REMOVAL	LF	200	\$20.00	\$4,000.00	\$50.00	\$10,000.00
P-101-5	FULL DEPTH RON APRON PAVEMENT SECTION REMOVAL	SY	600	\$20.00	\$12,000.00	\$100.00	\$60,000.00
P-101-6	FULL DEPTH PARKING LOT PAVEMENT SECTION REMOVAL	SY	400	\$25.00	\$10,000.00	\$95.00	\$38,000.00
P-101-7	LIGHTPOLE REMOVAL	EA	1	\$2,777.00	\$2,777.00	\$3,500.00	\$3,500.00
P-152	UNCLASSIFIED EXCAVATION	CY	800	\$50.00	\$40,000.00	\$155.00	\$124,000.00
P-501	13" PORTLAND CEMENT CONCRETE PAVEMENT	SY	1,600	\$300.00	\$480,000.00	\$360.00	\$576,000.00
P-605	JOINT SEALING FILLER	LF	2,800	\$5.00	\$14,000.00	\$3.00	\$8,400.00
P-620-1	PAVEMENT MARKING REMOVAL	SF	400	\$10.00	\$4,000.00	\$10.00	\$4,000.00
P-620-2	TEMPORARY AIRFIELD MARKING (YELLOW) W/O REFLECTIVE MEDIA	SF	1,900	\$5.00	\$9,500.00	\$5.00	\$9,500.00
P-620-3	PERMANENT AIRFIELD MARKINGS (YELLOW) W/ REFLECTIVE MEDIA	SF	2,900	\$5.00	\$14,500.00	\$5.00	\$14,500.00
P-620-4	PERMANENT AIRFIELD MARKINGS (BLACK) W/O REFLECTIVE MEDIA	SF	4,100	\$1.50	\$6,150.00	\$1.50	\$6,150.00
P-620-5	TEMPORARY MARKINGS (RED) W/O REFLECTIVE MEDIA	SF	90	\$10.00	\$900.00	\$10.00	\$900.00
P-620-6	PERMANENT MARKINGS (RED) W/O REFLECTIVE MEDIA	SF	90	\$10.00	\$900.00	\$10.00	\$900.00
P-620-7	TEMPORARY MARKING (WHITE) W/O REFLECTIVE MEDIA	SF	180	\$10.00	\$1,800.00	\$10.00	\$1,800.00
P-620-8	PERMANENT MARKING (WHITE) W/ REFLECTIVE MEDIA	SF	180	\$10.00	\$1,800.00	\$10.00	\$1,800.00
P-620-9	TEMPORARY MARKINGS (BLUE HANDICAP SYMBOL)	EA	2	\$400.00	\$800.00	\$400.00	\$800.00
P-620-10	PERMANENT MARKINGS (BLUE HANDICAP SYMBOL)	EA	2	\$400.00	\$800.00	\$400.00	\$800.00
F-162-1	REMOVE CHAIN-LINK FENCE	LF	200	\$25.00	\$5,000.00	\$25.00	\$5,000.00
F-162-2	CHAIN LINK FENCE	LF	170	\$140.00	\$23,800.00	\$140.00	\$23,800.00

				KWEST		APAC	
Bid Item	Description Of Item	Unit	Quantity	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
D-751-1	5' CATCH BASIN (HS-20 RATED)	EA	1	\$12,000.00	\$12,000.00	\$27,500.00	\$27,500.00
D-751-2	DROP INLET FRAME AND GRATE ADJUSTMENT	EA	1	\$2,500.00	\$2,500.00	\$16,000.00	\$16,000.00
T-904	SODDING	SY	100	\$35.00	\$3,500.00	\$18.00	\$1,800.00
T-905	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	10	\$100.00	\$1,000.00	\$470.00	\$4,700.00
L-108-1	NO. 12 AWG 600V THWN-2 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	2,000	\$1.20	\$2,400.00	\$2.00	\$4,000.00
L-108-2	NO. 12 AWG GROUND, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	1,000	\$1.22	\$1,220.00	\$2.00	\$2,000.00
L-108-3	NO. 8 AWG 600V THWN-2 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	700	\$2.05	\$1,435.00	\$3.00	\$2,100.00
L-108-4	NO. 8 AWG GROUND, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	350	\$6.00	\$2,100.00	\$3.00	\$1,050.00
L-108-5	NO. 6 AWG 600V THWN-2 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	1,500	\$3.26	\$4,890.00	\$3.50	\$5,250.00
L-108-6	NO. 6 AWG GROUND, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	750	\$7.00	\$5,250.00	\$3.50	\$2,625.00
L-110-1	NON-ENCASED ELECTRICAL DUCT BANK, 2" - 4 WAY	LF	40	\$195.00	\$7,800.00	\$40.00	\$1,600.00
L-110-2	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2" - 4 WAY	LF	650	\$250.00	\$162,500.00	\$65.00	\$42,250.00
L-115	ELECTRICAL JUNCTION STRUCTURE	EA	4	\$20,500.00	\$82,000.00	\$9,500.00	\$38,000.00
L-119	L-810 STEADY BURNING RED AIRPORT OBSTRUCTION LIGHT	EA	3	\$763.00	\$2,289.00	\$600.00	\$1,800.00
NCDOT 520	AGGREGATE BASE COURSE	CY	440	\$150.00	\$66,000.00	\$225.00	\$99,000.00
NCDOT 600	PRIME COAT	GAL	390	\$10.00	\$3,900.00	\$9.00	\$3,510.00
NCDOT 605	TACK COAT	GAL	1,220	\$8.15	\$9,943.00	\$8.15	\$9,943.00
NCDOT 610-1	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5D	TON	3,100	\$327.00	\$1,013,700.00	\$327.00	\$1,013,700.00
NCDOT 610-2	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C	TON	200	\$265.00	\$53,000.00	\$265.00	\$53,000.00
NCDOT 846	CONCRETE CURB AND GUTTER	LF	100	\$60.00	\$6,000.00	\$85.00	\$8,500.00
NCDOT 848	5' CONCRETE SIDEWALK	SY	20	\$100.00	\$2,000.00	\$450.00	\$9,000.00
<b>BASE BID TOTAL (Construction)</b>				<b>\$4,068,854.00</b>		<b>\$5,858,033.00</b>	

#### ADDITIONAL ALTERNATE #1

M-600	PERMANENT VEHICLE TRAFFIC SIGN	EA	2	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00
M-700	REMOVE AND REINSTALL LIGHTPOLE ON NEW CONCRETE BASE	EA	1	\$12,000.00	\$12,000.00	\$11,250.00	\$11,250.00
C-102-1	TEMPORARY SILT FENCE	LF	100	\$6.50	\$650.00	\$25.00	\$2,500.00
C-102-2	SEDIMENT BARRIER INLET PROTECTION	EA	1	\$200.00	\$200.00	\$3,000.00	\$3,000.00
C-102-3	FILTER BAG INLET PROTECTION	EA	3	\$250.00	\$750.00	\$1,750.00	\$5,250.00
P-101-4	CONCRETE CURB REMOVAL	LF	20	\$50.00	\$1,000.00	\$250.00	\$5,000.00
P-605	JOINT SEALING FILLER	LF	150	\$12.00	\$1,800.00	\$2.50	\$375.00
P-610	CONCRETE WHEELSTOP	EA	12	\$350.00	\$4,200.00	\$455.00	\$5,460.00
P-620-7	TEMPORARY MARKING (WHITE) W/O REFLECTIVE MEDIA	SF	600	\$5.00	\$3,000.00	\$5.00	\$3,000.00
P-620-8	PERMANENT MARKING (WHITE) W/ REFLECTIVE MEDIA	SF	600	\$5.00	\$3,000.00	\$5.00	\$3,000.00
P-620-11	PRESSURE WASH HANGAR SLAB	SF	4000	\$5.00	\$20,000.00	\$4.75	\$19,000.00
T-904	SODDING	SY	150	\$35.00	\$5,250.00	\$18.00	\$2,700.00
T-905	TOPSOIL	CY	15	\$150.00	\$2,250.00	\$640.00	\$9,600.00
NCDOT 520	AGGREGATE BASE COURSE	CY	10	\$300.00	\$3,000.00	\$215.00	\$2,150.00
NCDOT 600	PRIME COAT	GAL	10	\$10.00	\$100.00	\$9.00	\$90.00
NCDOT 605	TACK COAT	GAL	10	\$8.15	\$81.50	\$8.15	\$81.50

				KWEST		APAC	
Bid Item	Description Of Item	Unit	Quantity	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
NCDOT 610-1	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5D	TON	50	\$565.00	\$28,250.00	\$565.00	\$28,250.00
NCDOT 846	CONCRETE CURB AND GUTTER	LF	20	\$100.00	\$2,000.00	\$170.00	\$3,400.00
NCDOT 848	5' CONCRETE SIDEWALK	SY	20	\$100.00	\$2,000.00	\$650.00	\$13,000.00
<b>ADD ALT 1 TOTAL (Construction)</b>				<b>\$91,531.50</b>			<b>\$118,306.50</b>
<b>ADDITIVE ALTERNATE #2 SCHEDULE A</b>							
P-101-2	ASPHALT PAVEMENT MILLING (2")	SY	-2,000	\$10.00	(\$20,000.00)	\$9.85	(\$19,700.00)
P-101-5	FULL DEPTH RON APRON PAVEMENT SECTION REMOVAL	SY	2,000	\$20.00	\$40,000.00	\$36.00	\$72,000.00
P-152	UNCLASSIFIED EXCAVATION	CY	1,600	\$50.00	\$80,000.00	\$145.00	\$232,000.00
P-605	JOINT SEALING FILLER	LF	1,300	\$12.00	\$15,600.00	\$2.50	\$3,250.00
NCDOT 520	AGGREGATE BASE COURSE	CY	660	\$150.00	\$99,000.00	\$215.00	\$141,900.00
NCDOT 600	PRIME COAT	GAL	880	\$10.00	\$8,800.00	\$9.00	\$7,920.00
NCDOT 605	TACK COAT	GAL	440	\$8.15	\$3,586.00	\$8.15	\$3,586.00
NCDOT 610-2	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C	TON	800	\$265.00	\$212,000.00	\$265.00	\$212,000.00
NCDOT 610-3	ASPHALT CONCRETE BASE COURSE, TYPE B25.0C	TON	750	\$265.00	\$198,750.00	\$265.00	\$198,750.00
<b>ADD ALT 2 SCH A TOTAL (Construction)</b>				<b>\$637,736.00</b>			<b>\$851,706.00</b>
<b>ADDITIVE ALTERNATE #2 SCHEDULE B</b>							
P-101-2	ASPHALT PAVEMENT MILLING (2")	SY	-2,000	\$10.00	(\$20,000.00)	\$9.85	(\$19,700.00)
P-101-5	FULL DEPTH RON APRON PAVEMENT SECTION REMOVAL	SY	2,000	\$20.00	\$40,000.00	\$24.00	\$48,000.00
P-152	UNCLASSIFIED EXCAVATION	CY	1,600	\$50.00	\$80,000.00	\$145.00	\$232,000.00
P-501	13" PORTLAND CEMENT CONCRETE PAVEMENT	SY	3,000	\$300.00	\$900,000.00	\$265.00	\$795,000.00
P-605	JOINT SEALING FILLER	LF	1,300	\$12.00	\$15,600.00	\$2.50	\$3,250.00
NCDOT 520	AGGREGATE BASE COURSE	CY	490	\$150.00	\$73,500.00	\$215.00	\$105,350.00
NCDOT 610-1	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5D	TON	-550	\$275.00	(\$151,250.00)	\$275.00	(\$151,250.00)
<b>ADD ALT 2 SCH B TOTAL (Construction)</b>				<b>\$937,850.00</b>			<b>\$1,012,650.00</b>
<b>ADDITIVE ALTERNATE #3</b>							
P-626	EMULSIFIED ASPHALT FOR SLURRY COAT	TON	20	\$3,000.00	\$60,000.00	\$1,400.00	\$28,000.00
<b>ADD ALT 3 TOTAL (Construction)</b>				<b>\$60,000.00</b>			<b>\$28,000.00</b>
<b>GRAND TOTAL (Construction)</b>				<b>\$5,795,971.50</b>			<b>\$7,868,695.50</b>



◆ PERRYSBURG, OH / DUBLIN, OH / DALLAS, TX / ROANOKE, VA

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January 21, 2026

Jared Merrill  
VP of Planning  
134 Wright Brothers Way  
Fletcher, NC 28732

RE: Greater Asheville Regional Airport Authority  
Remain Over Night (RON) Apron

Jared,

Please find enclosed the signed contract, bonds, and insurance certified for the RON Apron project.

Feel free to contact me with any questions.

Thank you,

Ashley Moser  
ashleymoser@kwestgroup.com

**CONTRACT AGREEMENT**  
**REMAIN OVER NIGHT (RON) APRON**  
**FOR THE**  
**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

This Agreement made and entered into this \_\_\_\_ day of February, 2026, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY (the "Authority") at 61 Terminal Drive, Suite 1, Fletcher, NC 28732 and Kwest Group, LLC (the "Company") at 8305 Fremont Pike, Perrysburg, OH 43551 (address).

**WITNESSETH:**

The Authority desires to allow the Company the right and obligation to construct, furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in good firm, substantial and workmanlike manner, the work specified in strict conformity with the drawings and the specifications hereinafter set forth, together with foregoing Proposal made by the Contractor, the Instruction to Bidders, Mandatory Contract Provisions, Special conditions, General Provisions, Technical Specifications and this Agreement constitute the Contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal ("the Product"), at the Asheville Regional Airport.

The Company is qualified and willing to provide such Product.

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

**I. EMPLOYMENT OF THE COMPANY**

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

**II. SCOPE OF WORK**

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

binding upon the Authority unless such document is signed by an authorized representative of the Authority.

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

### III. PRODUCT

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

3.2 Description: Per bid plans and specifications.

### IV. WARRANTY

4.1 The Company warrants to the Authority that the Product shall be free from defects in materials and workmanship and shall conform to the requirements of the order from the Contract Agreement. 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 March 1, 2026 and ending upon acceptance of the Product, plus any base or extended warranty periods.

## **VI. COMPENSATION**

- 6.1 The Authority shall pay the Company the prices as indicated and stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished in an acceptable manner, the total amount of \$4,798,121.50 which may include the Base Bid plus Bid Additives 1 and 2A, for furnishing the Product or as stated in bid.
- 6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior approval by the Authority.

## **VII. INSURANCE REQUIREMENTS**

- 7.1 The Company agrees to indemnify and save the Authority, its officers, agents and employees harmless from any liabilities, including, but not limited to, claims, judgments, fines, costs and attorneys' fees, to persons or property resulting from or arising out of the conduct of the Agreement or providing of services hereunder by the Company; and further agrees to carry and furnish the Authority a certificate(s) of public liability insurance and automobile liability insurance, in single limit amounts not less than \$1,000,000.00 for damage to property or injury to persons resulting from any one accident, in a company or companies acceptable to the Authority, in which policy the Authority shall be named as an additional insured, and the Company shall furnish satisfactory evidence that such insurance is in effect and shall not be cancelled on less than 30 days prior written notice of such cancellation to the Authority.
- 7.2 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

## **VIII. SURETY REQUIREMENTS**

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

## **IX. DELIVERY AND INSTALLATION**

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

## **X. INVOICE AND PAYMENT**

- 10.1 Payment terms are 30 days from approval date of Engineer and submission of all accurate documentation pertaining to the invoice, which shall be no sooner than the delivery to the Greater Asheville Regional Airport Authority, and the acceptance or approval date of the Product by the authority.

Invoice shall be directed to:

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

- 10.2 The Company shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations, including but not limited to regulations promulgated by the Authority, and all regulations and requirements of the Federal Occupational Health and Safety Act, and any similar state or local laws, ordinances, and regulations, including regulations promulgated by the Authority, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the Products to be provided (the "Applicable Law").
- 10.3 In compliance with 49 CFR § 26.29-Prompt Payment, the following applies:
  - A. GARAA requires that all subcontractors performing work on FAA or NCDOT funding assisted contracts shall be promptly paid, within net 30 calendar days,

for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR § 26.29, GARAA requires prime contractors to pay subcontractors for satisfactory performance of their contracts within seven (7) days and no later than 30 calendar days from the prime contractor's receipt of each payment from the Authority. Each invoice submitted to GARAA must include the Subcontractor Report (see Additional Conditions) as well as an Accounts Payable report that includes Payee, Check Number, Check Amount, and Check Date to provide proof of prompt payment.

- B. GARAA requires prime contractors to pay subcontractors prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days and not later than 30 calendar days after the subcontractor's work is satisfactorily completed.
- C. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Authority or its representatives. When GARAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- D. These requirements pertain to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.
- E. Pursuant to § 26.29 and FAA Advisory Circular 150/5370-10H (Section 90-06), GARAA has selected the following method to comply with this requirement:
  - (1) GARAA may hold 5% retainage from prime contractors and provide for prompt and regular incremental acceptance of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the payment to the prime contractor.
  - (2) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Prompt payment disputes and resolutions will be handled on a case by case basis and in accordance with federal and state laws, regulations, and own policies or programs.

## **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 Asheville Regional Airport

an order. Passing of title upon such delivery shall not constitute acceptance of any Product.

## **XII. STATUS OF COMPANY**

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

## **XIII. TERMINATION**

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

## **XIV. NOTICE OF LABOR DISPUTES**

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

cancellation, the Authority will proceed to find a replacement to provide the Product the Company had been awarded through this Contract.

## **XV. NOTICES**

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

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

To Company:      Kwest Group, LLC  
8305 Fremont Pike  
Perrysburg, OH 43551

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. Non-discrimination. The Company, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, age, national origin, sex or religion 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, the Federal Aviation Administration (the "FAA") or the North Carolina Department of Transportation (the "NCDOT") 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, the FAA or the NCDOT, 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, the FAA or the NCDOT 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, the FAA or the NCDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Company may request the United States to enter into such litigation to protect the interests of the United States.

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

## **XXI. INDEMNIFICATION**

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

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

## **XXII. INDEPENDENT CONTRACTOR**

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

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

## **XXIII. SURRENDER OF POSSESSION**

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

## **XXIV. HEADINGS**

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

## **XXV. GOVERNING LAW**

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

## **XXVI. INCORPORATION OF DOCUMENTS**

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

- A. Cover Page
- B. Definition of Terms
- C. Invitation to Submit Bid

- D. Instructions to Bidders
- E. General Conditions
- F. Bid Form
- G. Bid Bond
- H. Bidder's Affidavit
- I. Bidder's Experience and Qualifications Questionnaire
- J. Contract Agreement
- K. Insurance, Payment & Performance Bond Certificates
- L. Additional Conditions
- M. Attachment A – Geotechnical Information
- N. Attachment B – GARAA DBE Documentation
- O. Attachment C – General Provisions

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

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

**Authority:**

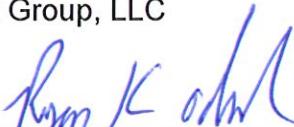
Greater Asheville Regional Airport Authority

By: \_\_\_\_\_  
Title: President & CEO

Date: \_\_\_\_\_

**Company:**

Kwest Group, LLC

By:   
Title: Ryan K. Odendahl, President

Date: January 21st, 2026

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

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that K West Group, LLC, of the State of Ohio and County of Lucas hereinafter, known as the Principal, and Hartford Fire Insurance Company corporation chartered and existing under the laws of the State of Connecticut and duly authorized to do business in the State of North Carolina as Surety, are held and firmly bound unto the **Greater Asheville Regional Airport Authority** hereinafter known as the Owner, in the penal sum of Four Million Seven Hundred Ninety Eight Thousand One Hundred  
Twenty One Dollars and 50/100 Dollars (\$4,798,121.50) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

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

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

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

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

of time, alterations or additions to the terms of the Contract or the work or to the Plans and Specifications.

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

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

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this 20th day of January, 2026, either in person or by agents fully authorized.

**As to Principal:**

Signed, sealed and delivered  
in the presence of:

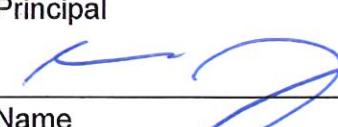


Witness

K West Group, LLC

Principal

Seal

  
Name

Title

By: \_\_\_\_\_ (L.S.)

  
Notary Public

State of Ohio

County of Wood

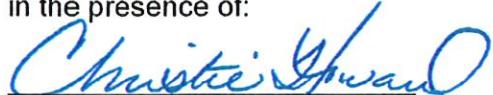
Asheville Regional Airport



MARGARET E PATTERSON  
Notary Public  
State of Ohio  
My Comm. Expires  
January 19, 2028

**As to Surety:**

Signed, sealed and delivered  
in the presence of:



Witness Christie Howard



TRACY GABRIEL  
Notary Public  
State of Ohio  
My Comm. Expires  
May 4, 2030



Notary Public Tracy Gabriel

State of Ohio

County of Delaware

Hartford Fire Insurance Company

Surety Seal

Adam Schlade

Name

Attorney-in-Fact

Title

By: 



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we K West Group, LLC of the State of Ohio and County of

Lucas hereinafter, known as the Principal, and

Hartford Fire Insurance Company a corporation chartered and existing under the laws of the State of Connecticut and duly authorized to business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of

Four Million Seven Hundred Ninety Eight Thousand One Hundred Dollars (\$4,798,121.50) ) to be paid to the Owner, for

Twenty One Dollars and 50/100 the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

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

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

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

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

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

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

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this 20th day of January, 2026, either in person or by agents fully authorized.

**As to Principal:**

Signed, sealed and delivered  
in the presence of:

Cherie Patchell

Witness

Margaret E. Patterson

Notary Public

State of OHIO

County of WOOD

K West Group, LLC

Principal

By: NICK YOUNG, Project Manager or Preconstruction (L.S)



MARGARET E PATTERSON  
Notary Public  
State of Ohio  
My Comm. Expires  
January 19, 2028

**As to Surety:**

Signed, sealed and delivered  
in the presence of:

*Christie Howard*

Witness Christie Howard

*Tracy Gabriel*

Notary Public Tracy Gabriel

State of Ohio

County of Delaware

Hartford Fire Insurance Company

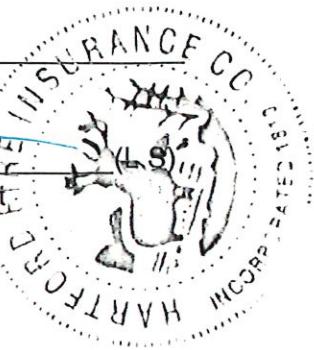
Surety

By:

*Adam Schlade*  
Adam Schlade, Attorney-in Fact



TRACY GABRIEL  
Notary Public  
State of Ohio  
My Comm. Expires  
May 4, 2030



**Approved as to form:**

\_\_\_\_\_  
Owner's Attorney

# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity

and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: SURETY BONDS INC

Agency Code: 45-451196

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of* Unlimited :

Mark Drengler, Christie Howard, Gayle E. McClellan, Adam Schlade of POWELL, Ohio

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

} SS. Lake Mary

COUNTY OF SEMINOLE

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce  
My Commission HH 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 20, 2026.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2026

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

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

PRODUCER Hylant Group Inc - Toledo 811 Madison Ave. Toledo OH 43604	CONTACT NAME: Jenny Nugent	
	PHONE (A/C, No. Ext): 567-316-0305	FAX (A/C, No):
INSURED K.West Holdings, Inc. 8305 Fremont Pike Perrysburg, OH 43551	E-MAIL ADDRESS: Jenny.Nugent@hylant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Prop Cas Co of Amer	25674
	INSURER B: Zurich American Insurance Co	16535
	INSURER C: AGCS Marine Insurance Company	22837
	INSURER D: Steadfast Insurance Company	26387
	INSURER E:	
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 1828771333

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO428162505	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Emp Benefits	\$ 1,000,000	
	GENL. AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:								
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	BAP428162705	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB  EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CUP1T25114925NF	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 15,000,000	
							AGGREGATE	\$ 15,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N N	N/A	WC428162505	3/1/2025	3/1/2026	X PER STATUTE	OTH- ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D D C	Excess Umbrella Pro/Pol. Liability Leased/Rented Equipment	N		AEC600506901 EOC 8715642-00 M2I93088609	3/1/2025 3/1/2025 3/1/2025	3/1/2026 3/1/2026 3/1/2026	Each Occurrence Per Claim/Aggregate Leased/Rented Equip	10,000,000 5,000,000 1,500,000 per item	

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

## EQUIPMENT DEDUCTIBLES

Contractor's Equipment Deductible: \$25,000 deductible except for cranes (cranes = 2% of insured value subject to \$25,000 minimum) A

## AUTO LIABILITY DEDUCTIBLES

Private Passenger, Pick-up Trucks, Trailers and Passenger Vans (Up to \$50K Cost New): Comp: \$250 Coll: \$500

All other Vehicles not Listed Above (Up to \$50K Cost New): Comp: \$500 Coll: \$1,000

For all Vehicles and Trailers excess of \$50K Cost New: Comp: \$1,000 Coll: \$2,500

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Greater Asheville Regional Airport Authority Attn: Accounts Payable 134 Wright Brothers Way Fletcher NC 28732	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hyland Group Inc - Toledo		NAMED INSURED K.West Holdings, Inc. 8305 Fremont Pike Perrysburg, OH 43551
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Great Asheville Regional Airport Authority is included as Additional Insured regarding General Liability, Auto Liability, Umbrella/Excess Liability when required by written contract. General Liability and Automobile Liability applies on a Primary and Non-Contributory basis. Waiver of Subrogation applies in favor of the Additional Insured when required by written contract. 30-Days' written Notice of Cancellation is to be sent to Holder as listed except 10-Days for Non-Payment when required by written contract.



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: February 6, 2026

### ITEM DESCRIPTION – New Business Item E

Approval of Amendment No. 2 to Task Order No. 1 with Kimley-Horn for Design of the Overlook Parking Lot and Northeast Drainage Outfall Improvements

#### BACKGROUND

On November 8, 2024, the Authority Board approved design Task Order No. 1 with Kimley-Horn for the Overlook Parking Lot and Stormwater Improvements Project. On June 13, 2025, the Authority Board approved Amendment No. 1 to design the Wright Brothers Way Extension.

Since then, Kimley-Horn has worked with airport staff to complete the design, bidding, and the required environmental documentation for the FAA and NCDEQ. During this work there were add services required to complete the necessary documentation and permitting. These include additional geotechnical testing for the new Sand Filter Basin on the Outfall project, plan revisions due to multiple reviews from NCDEQ, and additional plan revisions for Buncombe County Zoning review/approval. The scope of this amendment also adds the project required Quality Assurance Testing for the construction administration phase of the Parking Lot Project.

Airport staff have worked with Kimley-Horn to finalize this scope of work and negotiate a fee for these services. These services will be provided by Kimley-Horn for the sum of \$194,580.00. The original task order was \$1,778,149. Amendment No. 1 was \$316,662. With Amendment No. 2 the total contracted design services will be \$2,289,391.00.

New Business Item E



## ISSUES

None.

## ALTERNATIVES

The Board could elect not to move forward with this construction. However, this could delay the construction of the parking lot.

## FISCAL IMPACT

The total cost for this design amendment with Kimley-Horn is 194,580.00. Presently, this will be funded utilizing FY25 NCDOT State Grant Funding and Airport Funds.

## RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve Amendment No. 2 with Kimley-Horn in the amount of \$194,580.00; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2025/2026 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, 2026:

**Section 1.** To amend the appropriations as follows:

### **EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$194,580.00
Totals		\$194,580.00

This will result in a net increase of \$194,580.00 in the appropriations. Revenues will be revised as follows:



**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$194,580.00
Totals	<hr/> <hr/>	<hr/> <hr/>

**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 6<sup>th</sup> day of February 2026.

---

Brad Galbraith, Chair

Attested by:

---

Ellen Heywood, Clerk to the Board

12/18/2025

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

Re: Overlook Parking Lot and Northeast Drainage Outfall Improvements – ***Additional Design and Construction Phase Services for Overlook Parking Lot, Wright Brothers Way Extension, and the Northeast Drainage Outfall - Amendment to original contract***

Dear: Mr. Merrill,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this **Contract Amendment** letter agreement (the “Agreement”) to Greater Asheville Regional Airport Authority (“Client”) for providing **additional Design, Permitting, and Construction Phase Services (Quality Assurance Testing)** for the **Overlook Parking Lot, Wright Brothers Way Extension, and the Northeast Drainage Outfall**.

**Original Scope of Services Number 1 Contract amount = \$1,778,149.00**  
**Approved Amendment 1 amount = \$316,662.00**

**Requested Amendment 2 amount = \$194,580**

- See the following pages for detailed backup of additional services performed – Exhibit A

**Authority:**

Greater Asheville Regional Airport Authority

By: \_\_\_\_\_  
President & CEO

Date: \_\_\_\_\_

**CONSULTANT:**

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Sr. Vice President

Date: \_\_\_\_\_

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

---

Chief Financial Officer

---

Date

Greater Asheville Regional  
Airport Authority

Overlook Parking Lot and Northeast  
Drainage Outfall Improvements

**SCOPE OF SERVICES AMENDMENT NUMBER 2**  
**ASSOCIATED WITH**  
**DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION**  
**(QUALITY ASSURANCE TESTING) FOR THE**  
**OVERLOOK PARKING LOT, WRIGHT BROTHERS WAY, AND**  
**NORTHEAST DRAINAGE OUTFALL IMPROVEMENTS**



**PREPARED FOR:**  
**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

**PREPARED BY:**

**Kimley»Horn**

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Greater Asheville Regional  
Airport Authority

Overlook Parking Lot and Northeast  
Drainage Outfall Improvements

Mr. Jared Merrill  
Vice President of Planning  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

Re: Overlook Parking Lot and Northeast Drainage Outfall Improvements – ***Additional Design and Construction Phase Services for Overlook Parking Lot, Wright Brothers Way Extension, and the Northeast Drainage Outfall - Amendment to original contract***

Dear: Mr. Merrill,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Designer”) is pleased to submit this letter agreement (the “Agreement”) to the Greater Asheville Regional Airport Authority (“Authority”) for providing additional design, permitting, and construction administration services for the above-named project at the Asheville Regional Airport (AVL).

## GENERAL PROJECT DESCRIPTION

This amendment encompasses additional design, permitting, and construction phase services associated with the Overlook Parking Lot, Wright Brothers Way Extension, and the Northeast Drainage Outfall Projects as described below. The scope of this project amendment consists of preparing plans, project manual, permitting documents, cost estimates, and Engineer’s Report for the design, bidding and construction administration of the bullet items noted below. These new task items will be incorporated into the overall project deliverables as noted in the original contract.

### 1.0 CONSTRUCTION MATERIALS TESTING

As part of the construction phase services the Overlook Parking Lot and Wright Brothers Way, S&ME will perform part-time quality assurance (QA) Materials Testing. These services will be required during initial subgrade evaluations, dry detention pond construction, mass grading, utility trench backfilling, aggregate base course placement, and paving operations. Kimley-Horn will coordinate with S&ME and the Authority on scheduling of testing, outcomes of testing, and invoicing. See **Attachment A** for S&ME detailed scope of work.

### 2.0 ADDITIONAL UTILITY DESIGN AND COORDINATION

Extensive utility design and coordination was required to coincide with Wright Brothers Way Extension to gain permit approvals. This effort was beyond what was assumed in Amendment 1 and defined below.

- Additional public utility design and coordination for water along Wright Brothers Way. Agencies required future flow calculations and design modifications that included a metered connection.
- Additional public utility design and coordination for sewer along Wright Brothers Way. Agencies required future flow calculations, permitting future effluent to allocate capacity at the plant, and design modifications to eliminate dry line conditions.
- Additional Temporary Lighting and Duke Energy Coordination

### **3.0 BUNCOMBE COUNTY SITE PLAN PERMITTING**

The original scope of services assumed that the Authority would lead the minimal required coordination with the Buncombe County Site Plan Permitting. It was assumed that no formal permit application would be required. The consultant has prepared a permit application, associated maps and figures formally submitted, and responded to site plan review comments.

### **4.0 ON-SITE OFF-ROAD HAUL ROAD DESIGN**

During the Bid Phase for the Overlook Parking Lot and Wright Brothers Way Extension, contractors voiced many concerns with utilizing the VSR for a haul route and sharing this roadway with fuel trucks. In an effort to provide an alternative to utilizing the VSR, the design team developed a conceptual on-site off-road haul road plan including horizontal and vertical design elements.

### **5.0 FUTURE TAXIWAY CONNECTOR DESIGN**

As part of the proposed Northeast Drainage Outfall Improvements, a conceptual design for a future taxiway connector from the Northeast Development Area to the existing Taxiway was added to the plans. It included a horizontal and vertical profile establishment, grading, drainage, and a VSR Vertical roadway adjustments.

### **6.0 STORMWATER PERMIT MODIFICATION AND OUTFALL SAND FILTER DESIGN**

While coordinating with NCDEQ on the low-density State Stormwater permit for the Overlook Parking Lot, it was determined by the reviewer that high-density will apply, and it would be advantageous to permit the Northeast Outfall Project at the same time as the Parking Lot. This change in permitting approach will satisfy the high-density permit requirements, including a primary Stormwater Control Measure (SCM) for the entire combined project area that will provide water quality treatment as volume control. Instead of modifying the existing dry detention ponds adjacent to the parking lot, we are planning to modify the outfall pond design from a dry detention pond to a sand filter basin SCM per NCDEQ Stormwater Design Manual guidelines. This shift in permitting approach requires the following:

- Redesign of the Outfall Dry Detention Pond to be a Sand Filter Basin. This change will require additional pond modeling, new water quality/quantity calculations for NCDEQ, pond depth changes, media changes, riser structure changes, orifice changes, and the addition of an underdrain system.
- Develop and submit a new State Stormwater Permit for entire project area (parking lot and outfall footprint). This new permit application will require previously submitted information from parking lot project, 90% plans from the outfall project, updated graphics, and detailed sand filter basin designs and calculations. A new NCDEQ State Stormwater permitting fee will be required as well.
- Acquire additional Geotechnical information. See **Attachment B** for S&ME detailed scope of work.
  - S&ME to obtain two additional soil borings within the proposed sand filter basin footprint. The prior borings in this area were based on early conceptual design pond layout and are no longer within the current sand filter basin footprint. The proposed basin is getting deeper to accommodate the sand filter media and

obtaining deeper borings to determine rock elevations and seasonal highwater table (SHWT) is needed.

- S&ME to obtain saturated hydraulic conductivity (Ksat) testing for the proposed sand filter basin footprint. The depth of the outfall basin exceeds the typical equipment depth for Ksat testing (max of 10-12 feet deep). Therefore, we are including Ksat testing of outfall basin during construction after some excavation has been performed on the basin. Groundwater levels and locations can change due to construction grading, so after excavating the large area down to grade there is a possibility seepage could occur in an area that was not expected. This information is needed to meet NCDEQ requirements that our proposed bottom of basin is 2 foot minimum above the SHWT.

## 7.0 SCHEDULE

Kimley-Horn has prepared this scope with the intention of completing design work and permitting work as soon as possible to keep the Overlook Parking Lot project moving forward in accordance with the projected schedule discussed in the December 8<sup>th</sup>, 2025, Progress meeting.

Greater Asheville Regional  
Airport Authority

Overlook Parking Lot and Northeast  
Drainage Outfall Improvements

## 8.0 FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1–6 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. Except for permitting included above, additional permitting, application, and similar project fees will be paid directly by the Authority.

### Basic Services

Task 1 – Construction and Materials Testing Coordination	\$ 9,100
Task 2 – Utility Design and Coordination - Additional	\$ 16,220
Task 3 – Buncombe County Site Plan Permitting - Additional	\$ 6,720
Task 4 – On-site Off-road Haul Route Design – Additional	\$ 7,190
Task 5 – Future Taxiway Connector Design - Additional	\$ 12,440
Taks 6 – Stormwater Permit Modification and Outfall Pond Design	\$ 24,120
 Total Lump Sum Labor Fee	 <u>\$ 75,790</u>

### Other Non-Salary reimbursable Expenses

#### Additional Subconsultant Tasks

Task 1 – Construction and Materials Testing (S&ME) Actual Quantities of work performed and hourly rates	\$ 89,725
Task 6 - Geotechnical Services (S&ME) – Lump Sum	\$ 20,600
 Printing/Shipping Budget	 \$ 0
Travel Expenses (Mileage, Lodging, Meals)	\$ 0
Permitting Fees	\$8,465

---

### Total Project Budget

The total project budget for the identified scope of services.	<u>\$194,580</u>
--	------------------

*Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due in accordance with the Master Contract dated 8-16-2023 and should include the invoice number and Kimley-Horn project number.*

## **ATTACHMENT A**

*(See Next Page)*



November 6, 2025

Kimley-Horn  
421 Fayetteville Street, Suite 600  
Raleigh, North Carolina 27601

Attention: Mr. Dan Robinson, PE, CFM

Reference: **Proposal for QA Construction Materials Testing  
Asheville Regional Airport Overlook Parking Area**  
Fletcher, North Carolina  
S&ME Proposal No. 24410133A

Dear Mr. Robinson:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above-referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. If authorized, we anticipate Kimley-Horn will provide us with an Individual Project Order in accordance with our Master Agreement for Continuing Professional Services dated October 27, 2020.

## ◆ Project Information

This proposal is based on communication between Mr. Matt McCurdy, P.E. of S&ME and Mr. Dan Robinson, P.E. of Kimley-Horn between August and October of 2025. Mr. Robinson requested a proposal for Quality Assurance and Construction Materials Testing services for the referenced project and provided a link to the project drawings and specifications. S&ME is familiar with the project, having provided a Geotechnical Engineering Report (S&ME Project No. 24410133, report dated February 20, 2025).

We understand the proposed construction will consist of site grading including clearing and grubbing, stormwater management, varied cuts and fills, aggregate base course, asphalt intermediate/surface course installation, concrete pavements, along with incidental concrete islands/curb and gutter. We also understand the project will include access from Wright Brothers Way to the west.

It is our understanding based on our conversations, part-time quality assurance (QA) will be performed on the above-referenced construction components. We understand our QA construction materials testing services will be required during initial subgrade evaluations, detention pond dam construction, mass grading, utility trench backfilling, aggregate base course placement, asphalt placement, and concrete pavement.

The project drawings indicate the project will be constructed in three phases with a total schedule of 10 months.

## ◆ Scope of Services

Based on the project documents provided to us, we anticipate that our services will include the following:



## **Subgrade Evaluations and Engineered Fill Testing**

Our personnel can visually evaluate subgrade soil conditions prior to proceeding with the placement of fill and/or aggregate base course. These services can be performed to aid in identifying possible unsuitable near-surface soil conditions requiring repair prior to continued construction. The evaluations may consist of proofrolling, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing. Recommendations for subgrade repair can also be made, if necessary. These services also include observing undercutting of the subgrade soils where required.

Our services during fill placement can consist of observations and the performance of field density testing to measure the degree of compaction for material placed in the following locations for compliance with the project plans and specifications:

- Proposed parking lot, roadways, and drive areas.
- Utility line trenches.
- Embankments.

Density testing can be performed by sand cone, drive tube and/or nuclear gauge methods. Laboratory testing can include standard Proctor or modified Proctor moisture-density relationships, grain size distribution, and Atterberg limits tests on the different materials used as fill as necessary.

## **Crushed Aggregate Base Course**

Our services for the crushed aggregate base course can include:

- In-place density testing in accordance with the nuclear method (ASTM D6938).
- Thickness measurements.
- Laboratory testing can include modified Proctor testing (ASTM D1557).

## **Concrete Pavement Testing**

- Review qualification test data for aggregates and concrete pavement mixes submitted by the contractor and approved by the design Engineer.
- Sampling and field testing of concrete including slump, air content, unit weight and temperature.
- Fabricating concrete cylinders or flexural strength test specimens from the concrete placed.
- Perform compressive strength tests of cylinder specimens or flexural strength tests of beam specimens.
- Thickness measurements of in-place concrete (if required).

## **Asphalt Pavement Testing and Observations**

- Observe placement of asphalt and perform density testing by means of thin lift nuclear gauge during placement and/or measuring contractor-cored samples for lab testing to determine in-place density and thickness. Density test results will be compared to the theoretical maximum density or Rice density provided by the asphalt plant.



**Proposal for QA Construction Materials Testing  
Asheville Regional Airport Overlook Parking Area  
Fletcher, North Carolina  
S&ME Proposal No. 24410133A**

- Periodically observe temperatures of hot mix asphalt placed and perform observations of general laydown procedures.

### **Project Management / Reporting**

We will summarize our activities, observations, and test results for each site visit in a daily report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team and/or project distribution list directed by the Client after our Project Manager has reviewed them.

### **◆ Excluded Services**

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

- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.
- Special Inspections.
- Observation of erosion control measures.
- Providing a conformance letter (certification) for any fill observed on a part-time basis.
- Quality Control testing (typically provided by the contractor).
- Coring of asphalt.

### **◆ Client Responsibilities & Proposal Use**

We request that our Client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project.
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project.
- Providing S&ME with the names and contact information for report distribution; and
- Providing the contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.

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



**Proposal for QA Construction Materials Testing  
Asheville Regional Airport Overlook Parking Area  
Fletcher, North Carolina  
S&ME Proposal No. 24410133A**

## ◆ Assumptions

The following assumptions have been made during the preparation of this proposal:

- We have assumed that our personnel will need to attend a site safety orientation prior to performing the requested services. We have assumed that this orientation can be done on the first day our personnel are needed on-site.
- S&ME staff will not need to be badged to access the site.

## ◆ Project Scheduling

We anticipate that our services will be required on both a full-time and part-time (on-call) basis for the services outlined above. Scheduling should be made through the S&ME Project Manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME representative will be on-site during contractor's operations to make a reasonable effort to conduct tests and observe contractor's work.

We respectfully request that a minimum 24-hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. We request that a minimum three-day notification be provided whenever our initial services are needed so that we may coordinate staff to meet your specific needs. If our services will be needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

## ◆ Compensation

Costs for our testing services will be based on actual quantities of work performed and the attached unit rates. Based on the phasing plan and the 10-month working schedule, we have generally budgeted for the following durations of activities:

- Having a technician on-site 5 days per week (25 hours a week) for 20 weeks.
- Having a technician on-site 3 days per week (15 hours per week) for 20 weeks.

We estimate a budget of **\$89,725**. This estimate is based on the assumptions shown on the attached Project Estimate Breakdown and should not be considered a not-to-exceed price. Please note that our total testing fee is dependent on many factors and is significantly influenced by the actual construction schedule and contractor efficiencies of scheduling our services. If the actual construction schedule and our number of trips to the site varies from that assumed, the total fee for our testing services will also vary. The actual construction schedule can



**Proposal for QA Construction Materials Testing  
Asheville Regional Airport Overlook Parking Area  
Fletcher, North Carolina  
S&ME Proposal No. 24410133A**

be impacted by weather, number and severity of non-conformances which require retesting or re-inspection, contractors' schedules extending longer than anticipated and other factors that are beyond our control.

**◆ Authorization**

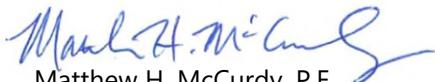
If authorized, we anticipate Kimley-Horn will provide us with an Individual Project Order in accordance with our Master Agreement for Continuing Professional Services dated October 27, 2020. An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal.

**◆ Closure**

S&ME appreciates the opportunity to submit this proposal to provide QA testing services during this project. If you should have any questions, please do not hesitate to contact us.

Sincerely,

**S&ME, Inc.**

A handwritten signature in blue ink that reads "Matthew H. McCurdy".

Matthew H. McCurdy, P.E.  
Principal Engineer

A handwritten signature in blue ink that reads "Joseph D. Laps".

Joseph D. Laps, P.E.  
Office Principal / Vice President

Attachments: Fee Schedule  
Project Estimate Breakdown

**S&ME UNIT RATE FEE SCHEDULE**  
**CONSTRUCTION TESTING SERVICES**  
**Asheville, North Carolina**

**PROFESSIONAL SERVICES**

1	Staff Professional (Level P1 or P2), regular time, per hour.....	\$125.00
2	Project Professional (P3), regular time, per hour.....	\$140.00
3	Project Engineer (P4), regular time, per hour.....	\$155.00
4	Senior Engineer (P5), regular time, per hour.....	\$180.00
5	Principal Engineer (P6), regular time, per hour.....	\$205.00
6	Secretarial Services, regular time, per hour.....	\$90.00

**TECHNICIAN SERVICES**

1	Engineering Technician (T-1), regular time, per hour.....	\$65.00
2	Engineering Technician (T-2), regular time, per hour.....	\$70.00
3	Senior Engineering Technician / Special Inspector (T-3+), regular time, per hour.....	\$75.00
4	Metals Technician / Special Inspector (Wood, Steel) regular time, per hour.....	\$125.00
5	Mileage, per mile.....	\$0.00

**MATERIAL TESTING SERVICES**

1	Standard Proctor Compaction Test (ASTM D698), each.....	\$195.00
2	Modified Proctor Compaction Test (ASTM D1557), each.....	\$235.00
3	ABC Stone Proctor Compaction Test, each.....	\$250.00
4	ABC Stone Gradation, each.....	\$175.00
5	Grain Size Tests (Wash 200 Sieve), each.....	\$95.00
6	Grain Size Tests (With Hydrometer), each.....	\$175.00
7	Atterberg Limits Test, each.....	\$95.00
8	Natural Moisture Content Test, each.....	\$20.00
9	Compressive Strength of concrete cylinders*, each.....	\$25.00
10	Compressive Strength of Grout Prisms (ASTM C1019), each.....	\$50.00
11	Compressive Strength of 2" mortar cube samples (ASTM C109), each.....	\$25.00
12	Specific Gravity/Density of Asphalt Cores, each.....	\$50.00

**MISCELLANEOUS EQUIPMENT**

1	Concruction Testing Equipment Charge, per day.....	\$50.00
1	Nuclear Density Gauge Rental, per day.....	\$50.00
2	Floor Flatness Equipment, per day.....	\$250.00
3	Bolt Torque Wrench and Skidmore, per day.....	\$100.00
4	Ultrasonic Testing Equipment, per day.....	\$200.00

## Note:

- A. Overtime rates will be 1.5 times the regular rate indicated for labor for technician services
- B. Overtime includes all time in excess of 8 hours per day, Saturdays, Sundays & Holidays





**PROJECT ESTIMATE BREAKDOWN**  
 AVL Overlook Parking Area  
 Fletcher, North Carolina  
 S&ME Proposal No. 24410133A

Task Description	Quantity	Unit	Rate	Cost
<b>CONSTRUCTION MATERIALS TESTING AND INSPECTIONS</b>				
<b>1. Observations, Testing, Inspections (Subgrade Eval, Density Testing, Base Course, Asphalt, Concrete Pavement)</b>				
Assumes a 40 week construction testing duration (Phasing Plan shows 43 weeks total including erosion control and stripping) and that our technician will be required part time (5 days/25 hours per week) for 20 weeks and part-time for (3 days/15 hours per week) for 20 weeks.				
Engineering Technician (T2)	800	hours	\$70.00	\$56,000.00
Engineering Technician	0	hours	\$105.00	\$0.00
Construction Testing Equipment Charge	150	each	\$50.00	\$7,500.00
Project Professional (P4) (five visits)	15	hours	\$155.00	\$2,325.00
Principal Professional (P6) (two visits)	6	hours	\$205.00	\$1,230.00
Grain Size Tests (Wash 200 Sieve)	4	each	\$95.00	\$380.00
Atterberg Limits Test	4	each	\$95.00	\$380.00
Standard Proctor Test	4	each	\$195.00	\$780.00
Natural Moisture Test	4	each	\$20.00	\$80.00
Mileage (5 Miles Round Trip)	167	trips	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$68,675.00</b>
<b>2. Concrete Pavement, Curb, Sidewalk/Compressive Strength Testing and Asphalt Core Testing</b>				
Concrete Cylinder Compressive Strength Testing (Assumes 12 sets of 5)	60	each	\$25.00	\$1,500.00
Asphalt Core - Thickness and Specific Gravity	30	each	\$50.00	\$1,500.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>3. Project Management</b>				
Project Professional	80	hours	\$155.00	\$12,400.00
Principal Professional	10	hour	\$205.00	\$2,050.00
Administrator	40	hours	\$90.00	\$3,600.00
			<b>Subtotal</b>	<b>\$18,050.00</b>
<b>Budget Estimate:</b> <b>\$89,725.00</b>				

## **ATTACHMENT B**

*(See Next Page)*



December 16, 2025

Kimley-Horn  
421 Fayetteville Street, Suite 600  
Raleigh, North Carolina 27601

Attention: Mr. Dan Robinson, PE, CFM

Reference: **Change Order for Supplemental Geotechnical and SHWT Services**  
**Asheville Regional Airport - New Stormwater Outfall**  
Fletcher, North Carolina  
S&ME Proposal No. 24410133A

Dear Mr. Robinson:

S&ME, Inc. (S&ME) appreciates the opportunity to provide this change order for additional geotechnical and environmental services for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. Our Individual Project Order Number for this work was originally 013975004.1 – 001.

## ◆ Project Description

Our understanding of the project is based on the following:

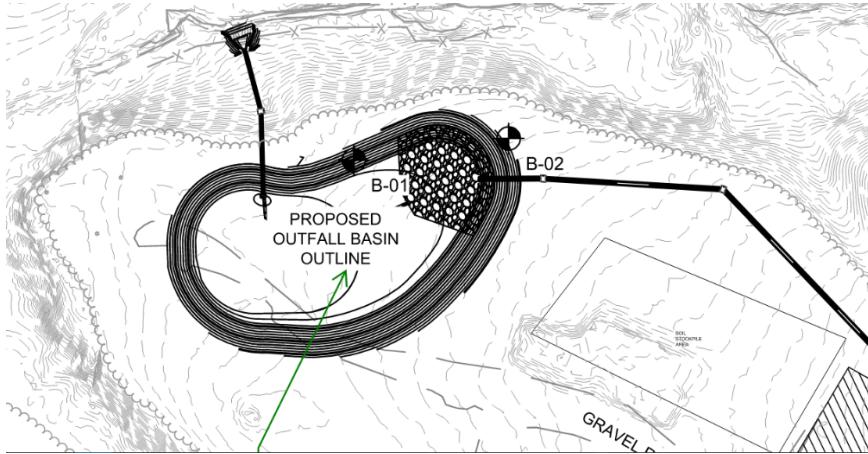
- Emails from Mr. Dan Robinson with Kimley-Horn to Mr. Matt McCurdy with S&ME on December 11 and 12, 2025. Included in this email was a sketch of the newly configured proposed outfall basin.
- Our previous work during the geotechnical exploration for the project (S&ME Project No. 24410133, report dated July 17, 2025).

## Northeast Outfall Drainage Improvements

Storm drainage improvements will be planned from the new parking lot west and north to the northeast corner of the airport property. The drainage improvements include new storm lines will include about 3200 linear feet of piping and a new pond in the northeast. Since our original geotechnical exploration was performed, Kimley-Horn has needed to modify the outfall pond design from a dry detention basin to a primary SCM that will provide water quality treatment through a sand filter. Because of this, the pond will be deeper to account for the sand media layer. The pond will be about 19 feet deep at an elevation of media at about 2058 feet. The location has also been adjusted since our initial exploration. Our original borings (B-01 and B-02) are now just outside or on the edge of the pond and only 20 and 23 feet deep. A sketch provided by Mr. Robinson is on the next page.



**Change Order for Supplemental Geotechnical and SHWT Services**  
**Asheville Regional Airport - New Stormwater Outfall**  
 Fletcher, North Carolina  
 S&ME Proposal No. 24410133A



Mr. Robinson requested we include in our proposal two supplemental geotechnical borings in the pond and seasonal high water table estimation and soil infiltration testing in the proposed stormwater pond location. The soil infiltration testing will need to be done after some (or all) pond excavation due to limitation with the depth the equipment can reach.

## ◆ Scope of Services

### Northeast Outfall Basin

#### *Task 1 – Supplemental Geotechnical Exploration*

The geotechnical exploration will consist of drilling 2 soil test borings and engineering analysis and reporting. S&ME offers the following Scope of Services as part of this task:

- Contact North Carolina 811 (NC811) to request a locate of public utilities within proximity to the boring locations.
- Perform a site reconnaissance and locate the borings using aerial photographs, measuring from existing site structures, and/or our handheld commercial GPS unit.
- Mobilize a truck-, track-, or ATV-mounted drill rig to the site;
- Perform 2 soil test borings to depths of 35 feet or shallower auger refusal; whichever occurs first. A total of 70 feet of drilling is budgeted for this project.
- Advance the borings with a conventional rotary drilling process using hollow stem augers. Standard penetration resistance tests (SPT) and split-spoon sampling will be performed at 2.5-foot intervals to a depth of 10 feet and at 5-foot intervals thereafter.
- If auger refusal (probable rock) is encountered within the upper 25 feet, we can core the refusal material to help determine if it is a boulder or continuous rock and evaluate the quality of the rock. If rock is encountered above planned bottom of pond/media, we will perform compressive strength testing on the rock. We suggest a contingency budget for up to 10 feet of rock cored from each of the borings, if needed.



- Attempt water level measurements at termination of boring (TOB) and end of the day (EOD). If safe to do so, and water is encountered, select borings will be left open overnight for more stabilized water level measurements. Following water measurements, we will backfill the borings with soil cuttings and install a mechanical hole plug within the upper few feet of each boring;
- Stratification of the soil (and possibly rock) samples by a geotechnical professional and preparation of boring logs; and
- Prepare a supplemental engineering report summarizing our understanding of the proposed construction, the exploration, site and subsurface conditions, and our conclusions and recommendations. Geotechnical recommendations will address:
  - ◆ General characterization of the existing surface materials, soils, and subsurface profile conditions (including subsurface water, PWR, and rock levels, if encountered),
  - ◆ Suitability of existing soils for use as structural backfill,
  - ◆ Excavation conditions.

### *Task 2 - Stormwater Soil Evaluation Services*

#### Task 2a - Seasonal High Water Table Estimation

S&ME will evaluate the soil conditions and estimate the seasonal high-water table (SHWT) at each boring location within the proposal stormwater basin, if encountered. The borings are planned to extend to a depth of a maximum of 35 feet, or to refusal (whichever is first encountered). If rock coring is performed, the SHWT cannot be determined within the rock because water is injected into the hole during coring. The SHWT will be determined by a Licensed Soil Scientist (LSS) and soil profile descriptions will be recorded. Profile descriptions will include soil morphological conditions such as: texture, color, structure, consistency, and estimated United States Department of Agriculture (USDA) permeability and estimated USDA saturated hydraulic conductivity for the different soil horizons found on-site.

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

#### Task 2b – In-situ Saturated Hydraulic Conductivity ( $K_{sat}$ ) Testing Services (at later date)

After the pond area is excavated, in-situ  $K_{sat}$  measurement will be conducted at one or two locations and depths provided by the civil engineer if conditions allow. The constant-head well permeameter technique (also known as shallow well pump-in technique and bore hole permeameter method) will be used. This procedure is described in Methods of Soil Analysis, Part 1., Chapter 29 – Hydraulic Conductivity of Saturated Soils: Field Methods, 29 – 3.2 Shallow Well Pump In Method, pp. 758-763 and in the Soil Science Society of America Journal, Vol. 53, no. 5, Sept. – Oct. 1989, "A Constant-head Permeameter for Measuring Saturated Hydraulic Conductivity of the Vadose Zone"



**Change Order for Supplemental Geotechnical and SHWT Services**  
**Asheville Regional Airport - New Stormwater Outfall**  
 Fletcher, North Carolina  
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and "Comparison of the Glover Solution with the Simultaneous – Equations Approach for Measuring Hydraulic Conductivity." In brief, this method involves allowing a measured volume of water to percolate through the soil until a steady rate of flow is achieved. This final rate is used to calculate the saturated hydraulic conductivity of the subsoil horizon by the Glover equation. The results of our soil evaluation and  $K_{sat}$  testing services will be presented in a letter report and map.

### Ksat Testing Limitations

Since the pond will be excavated up to about 19 feet deep, our Licensed Soil Scientist (LSS) will need to observe drilling of the soil test borings to attempt to determine the seasonal high water table, and the Ksat testing will have to be done after excavation of the pond (at least partially). A maximum depth of 12 feet is the deepest the hydraulic conductivity (Ksat) testing can be performed due to the limits of the equipment. Also, the last one foot must be drilled with a 2-inch diameter hand auger; therefore, if the material is too dense to be penetrated with the hand tools, the Ksat testing will not be possible.

### ◆ Excluded Services

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

- ◆ Private utility locating (we assume JMT will provide this under their contract with Kimley-Horn).
- ◆ Surveying of boring locations, underground utilities, or jurisdictional boundary by a land surveyor.
- ◆ Haul-off of borehole cuttings (cuttings will be backfilled in holes and excess soil spread around the boring locations).
- ◆ Night work (we assume our work can be done during normal working hours).
- ◆ Attendance at project team meetings.
- ◆ The SHWT scope does not constitute or imply approval of permits by regulatory agencies. Soil evaluations are done based on interpretations of the rules governing stormwater management systems and are not guarantees for site approval. The proper regulatory agencies will need to evaluate and permit each stormwater management system.

### ◆ Client Responsibilities

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

- ◆ Execute our Agreement for Services (attached Form AS-071) or provide other written authorization.
- ◆ Provide access to the property and permission to perform the borings.
- ◆ Provide information regarding underground utilities if available; and
- ◆ Provide the latest site/grading plans (if available).
- ◆ Provide an AVL escort for field activities (assumed only needed for the borings inside airfield fence).



**Change Order for Supplemental Geotechnical and SHWT Services**  
**Asheville Regional Airport - New Stormwater Outfall**  
 Fletcher, North Carolina  
 S&ME Proposal No. 24410133A

As part of our scope of services, we will request that buried utilities be located on the site by the North Carolina 811 (NC 811). NC 811 has information primarily limited to public utilities located within public rights-of-way. They do not typically include private utilities located outside the rights-of-way. Therefore, any on-site private utilities must be identified to us. We will not be responsible for damage to private or public utilities that are not identified to us prior to our commencing work. We assume JMT will provide this under their contract with Kimley-Horn. We can include private locating at the borings for an additional fee, if requested.

#### ◆ Fee

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

**Table 1 – Task Fee Breakdown**

Task Description	Lump Sum Fee
<b>Outfall Basin</b> - Geotechnical Exploration (2 borings/70 linear feet - day work only, no badged oversight, supplemental engineering report)	\$10,800
<del>Rock Coring and Compressive Strength Testing (if needed, up to 10 feet in 2 borings)</del>	<del>\$5,800*</del>
Seasonal High Water Table Evaluation by LSS (in the 2 boring locations)	\$4,900
In-Situ $K_{sat}$ testing (in up to two locations after pond excavation)	\$4,900
<b>Total for Supplemental Services</b>	<b>\$20,600 to - 26,400*</b>

~~\*Total depends on if/how much rock coring is required.~~

#### ◆ Authorization

We assume if our change order proposal is accepted you will provide a change to our Individual Project Order Number 013975004.1 – 001, which references our MSA.

This proposal was sent to you via email. If you elect to accept our change order proposal by return email, then your email acceptance will serve as representation to S&ME that you have reviewed the proposal and accept it as written.

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



**Change Order for Supplemental Geotechnical and SHWT Services  
Asheville Regional Airport - New Stormwater Outfall  
Fletcher, North Carolina  
S&ME Proposal No. 24410133A**

◆ **Closure**

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

Sincerely,

**S&ME, Inc.**

*Christopher Fujita-Mentch*

Christopher Fujita-Mentch, PE  
Associate Project Manager

*Matthew H. McCurdy*

Matthew H. McCurdy, PE  
Principal Engineer/Project Manager

# Amendment 2 Detail Fee

SCOPE /TASK TITLE		Senior Professional II	Senior Professional I	Professional II	Professional I	Analyst	Senior Admin	Total
SPECIAL SERVICES LABOR (LUMP SUM) - KIMLEY-HORN								
Amendment 2								
1	TASK 1 - Construction Materials Testing (Overlook Parking Lot & Wright Brothers Way Extension)							
	S&ME Construction Materials Testing							0
	KH Coordination and with S&ME	12		12	8			32
1	TASK 2 - Additional Utility Design and Coordination							
	Additional Coordination (AHJs - Water and Sewer)	2		8	8			18
	Flow Calculations	2		2	4			8
	Metropolitan Sewer District Allocation Request			2	4			6
	Utility Plan Revisions	4		4	10	4		22
	Additional Temporary Lighting and Duke Coordination	2		8	2			12
2	TASK 3 - Buncombe County Site Plan Permitting							
	SPR Exhibit	4		2	2	4		12
	SPR coordination	4		4		8		16
3	TASK 4 - On-site Off-road Haul Road Design							
	Plan Production	1			6	4		11
	Develop Conceptual Line and Grade	1			6	4		11
	Conceptual Drainage Analysis	1			2			3
	Conceptual Erosion Control Plan	1			2			3
	QC	1	2					3
4	TASK 5 - Future Taxiway Connector Design							
	Plan Production	4			8			12
	Develop Conceptual Line and Grade	2			6	4		12
	Conceptual Drainage Analysis	2			4	4		10
	Conceptual Erosion Control Plan				6			6
	QC	6			4			10
4	TASK 6 - Stormwater Permit Modification and Outfall Pond Design							
	State Stormwater Permit Modification (High Density)	4	4	4	12			24
	Develop and Submit new State Stormwater Permit	6		8	12			26
	Redesign of Outfall Pond to Sand Filter	6		8	24			38
	QC	2		2	2			6
	Aquire additional Geotechnical Information (S&ME)							0
	TOTAL HOURS	67	6	64	132	32	0	301
	RATE	\$ 370	\$ 330	\$ 245	\$ 215	\$ 155	\$ 135	
	TOTAL DIRECT LABOR	\$ 24,790	\$ 1,980	\$ 15,680	\$ 28,380	\$ 4,960	\$ -	\$ 75,790

OTHER NON-SALARY REIMBURSEABLE EXPENSES								
REPRODUCTION								
TOTAL REPRODUCTION								
SHIPPING/DELIVERY								
TOTAL SHIPPING/DELIVERY								
State Stormwater Fee							\$ -	
State Sewer Fee							\$ -	634
Sewer Fee (Metropolitan Sewerage District of Buncombe County)							\$ -	170
Water Permitting Fee							\$ -	600
EC Permit Fee (Overlook Parking Lot)							\$ -	2,261
NCGO1 Construction Stormwater Fee (Overlook Parking Lot)							\$ -	120
EC Permit Fee (Northeast Outfall)							\$ -	2,500
NCGO1 Construction Stormwater Fee (Northeast Outfall)							\$ -	120
NCDEO 401 Permit Fee for Major water quality application							\$ -	810
TOTAL Permitting Fees							\$ -	8,465
SUBCONSULTANTS								
Overlook Parking Lot Construction Materials Testing - S&ME							\$ -	89,725
Outfall Sand Filter Basin Additional Geotechnical Investigation- S&ME							\$ -	20,600
TOTAL SUBCONSULTANTS							\$ -	110,325
TRAVEL								
Mileage	# People	# Trips	# Miles		GSA Rate		\$ -	
					\$0.67		\$ -	
ME&I					\$64.00		\$ -	
Lodging					\$135.00		\$ -	
TOTAL TRAVEL							\$ -	
Total Proposed Fee for:	Basic Labor Services (LUMP SUM)						\$ -	75,790
Total Proposed Fee for:	Reimbursable Expenses (Cost w/o Markup)						\$ -	118,790
	Task Grand Total						\$ -	194,580



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: February 6, 2026

### ITEM DESCRIPTION – New Business Item F

Approval of Budget for Subcontractor Agreements for Additional Work to be Completed for the Air Traffic Control Tower (ATCT) Project

#### BACKGROUND

The Authority Board approved the budget to complete additional items for the ATCT Project on October 17, 2025. On November 14, 2025, the Authority Board approved the subcontractor agreements for the completion of the permanent retention pond per NCDEQ requirements and the needed boring and cabling for the authority crash phone and building automation system.

Since then Airport Staff, Parsons, & the FAA continue to work together to identify additional design issues and scope gaps for items necessary to complete the commissioning of the facility. Three of these items are installing equipment in the tower to increase the water pressure on the 5<sup>th</sup> floor, a necessary chilled water bypass, and the addition of a heating element to the fan coil unit serving the tower equipment room. These are all design related issues that were priced by the general contractor for a total of \$236,383.83.

Airport Staff and Parsons acquired pricing from Comfort Systems USA for all three items for a total of \$62,540.00. This pricing includes all of the necessary work required to complete all three items.

The team is continuing to work with the onsite FAA team to identify other items that may be necessary. Including the \$62,540 agreement with Comfort Systems USA, the Airport would like to approve a budget of approximately \$320,000.00 for other items that need to be completed quickly and can be contracted within the President & CEO's signing authority. Some of these items include the crash phone system, power and controls for the cab

New Business – Item F



shades, drywall and paint repairs for additional access control devices, miscellaneous IT equipment, etc.

## ISSUES

None.

## ALTERNATIVES

The Board could elect not to move forward with these items. However, this could delay the work getting completed and impact the commissioning of the project with the FAA.

## FISCAL IMPACT

The total budget requested for these items is \$320,000.00. With approximately \$290,000.00 remaining budget of RPR services within the design contract and the unutilized \$30,000.00 RPR services in the Parsons contract, this is within the previously approved project budget. It is expected that any remaining portions of this budget will go towards the final change order with the general contractor to closeout their contract.

## RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve an agreement with Comfort Systems USA in the amount of \$62,540.00 and an additional budget of \$257,460.00 for the remaining ATCT Project work; (2) authorize the President & CEO to authorize any associated work and/or contract within his spending authority for any unforeseen work that needs to be completed for the ATCT project outside of the Kokolakis contract; and (3) authorize the President & CEO to execute the necessary documents.



**Shoffner**

P.O. Box 281 / 150 Glenn Bridge Rd. Arden, NC 28704    Ph 828-676-3166    Fax 828-676-1325

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**PARSONS TRANSPORTATION GROUP**

# **Plumbing/Mechanical Proposal**

**AVL ATCT RFIS**

**Submitted By: Mark Goldsmith**

**1/14/2026**

*"Proof of full SARS-CoV-2/COVID vaccination of Comfort Systems USA Shoffner, Inc. workers is not listed as a requirement on the Project. As such, considerations related to worker vaccination have not been included in cost, schedule or staffing requirements for the Project. Should Contractor or Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the Subcontract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Contractor is hereby notified that Subcontractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but Subcontractor does not guarantee that all workers required to complete Subcontractor's work on the Project will be vaccinated."*

*In the event of a significant delay or price increase of material occurring prior to the issuance of a contract to Comfort Systems USA Shoffner, Inc. through no fault of the company, the contract sum, time of performance, and contract requirements shall be equitably adjusted prior to the consummation of any contract agreement. A change in price of an item of material shall be considered significant when the price of an item increases >5% percent between the date of this pricing proposal and the date of contract is issued to Comfort Systems USA Shoffner, Inc. In addition, due the adverse effects relative to "supply chain issues" not only under our division but also preceding trades of our work, SKMES cannot accept responsibility for ANY financial penalties of ANY kind that may result of such conditions that are beyond our control.*

***Please find attached quotation for the above referenced project. Should you have any questions or wish to discuss this proposal further please feel free to contact Comfort Systems USA Shoffner, Inc.***



**Shoffner**

P.O. Box 281 / 150 Glenn Bridge Rd. Arden, NC 28704    Ph 828-676-3166    Fax 828-676-1325

## Proposal

**Date: January 14, 2026**

**To: Parsons Transportation Group**

**Attn: Josh Alexander**

**Re: AVL ATCT RFIs**

For your consideration, we are pleased to offer this proposal to provide the necessary labor, material(s), and equipment to furnish and install the mechanical and/or plumbing work per plans and specifications. Our price is contingent upon an AIA subcontract agreement and the scope of work (inclusions, exclusions, and standard exclusions) contained herein. All pricing is valid for 30 days preceding the date of this proposal. **After which time Comfort Systems USA Shoffner, Inc. reserves the right to adjust pricing that exceeds > than 5%.**

This proposal is also based upon the drawing(s), specifications, & bidding documents issued by:  
**POND, Volt Air, 12/21/2022**

Comfort Systems USA Shoffner, Inc. acknowledges and is currently in receipt of the following addenda: **0**

<b>Base Bid RFI 294 w/o Bond:</b>	.....	<b>\$21,064.00</b>
<b>RFI 295 w/o Bond:</b>	.....	<b>\$14,705.00</b>
<b>RFI 296 w/o Bond:</b>	.....	<b>\$22,031.00</b>
<b>Electrical Work:</b>	.....	<b>\$4,740.00</b>
<b>Add for BIM coordination if Required:</b>	.....	<b>1.5%</b>
<b>Add for Bond if Required:</b>	.....	<b>1%</b>

*All proposals/budgets are based on non-capital improvements that include labor tax per State of North Carolina. If this project is a Capitol Improvement project and is provided with an E589CI Tax Form with legal information with the contract, you may deduct:*

*Plumbing: \$285.00  
Mechanical: RFI 295: \$143.00  
RFI 296: \$79.00*

**Grand Total:** ..... **\$62,540.00**

**Submitted By,**

**Mark Goldsmith**

**Tennessee Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
ID Number 13837  
Unlimited  
Classification: CMC; CE; BC-16, 18, 28, 32; S-Medical Gas;  
MU-A

**South Carolina Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
License Number 14377  
Group #5 Unlimited  
Classification: AC HT PB

**Virginia Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
License Number: 2705165211  
Unlimited  
Classifications: Class A HVA, PLB, GFC, ELE

**Georgia Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
License Number CN006296  
Type: Conditioned Air Non-Restricted

**North Carolina Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
License Number: 28574  
Unlimited  
Classifications: Class 1 - Plumbing, H -1, H-2, H-3

**Kentucky Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
ID Number HM03859  
Classification: HVAC



**Shoffner**

P.O. Box 281 / 150 Glenn Bridge Rd. Arden, NC 28704    Ph 828-676-3166    Fax 828-676-1325

#### **We Have Included:**

##### **General Scope of Work:**

- Plumbing and mechanical system identification
- Fire-stop for all plumbing and mechanical penetrations as required (does not include ANY acoustical caulking systems)
- Material delivery and on-site storage
- Tools and rental required to install plumbing and mechanical scopes of work
- Crane, rigging, and hoisting of our materials and equipment as required
- Plumbing and mechanical testing and inspections
- Labor, materials, and applicable taxes

##### **RFI 294 Scope of Work:**

- Furnish and installation of the Plumbing and Domestic Water Elevated Break Tank as specified on plumbing drawings P-115A and P-503 Pressure tank to be Non-ASME
- Type L Copper Water Piping w/ Solder/ Pro-Press Fittings
- Insulation as required
- Project to be completed during normal working hours. Monday through Friday Control circuit from pressure tank to booster pump.

##### **RFI 295 Scope of Work:**

- Install 3-Way Valve on AHU-2 as per M-115
- Controls: \$4902.76 (included in Base Bid)
- Project to be completed during normal working hours. Monday through Friday

##### **RFI 296 Scope of Work:**

- Install Pre-Heat Coil- EDH-T-2 at FCU-T-2 as Per M-112 and M-602
- Controls: \$12,376.42 (included in Base Bid)
- Project to be completed during normal working hours. Monday through Friday Electrical circuit to duct heater.

#### **We Have Not Included:**

- Additional Glycol
- Any nights or weekends
- Line or load side wiring
- Countertops with integrated lavatory bowls or sinks.
- Architectural louvers not associated with the mechanical system
- Integration of duct-mounted smoke detectors to fire alarm/ protection systems
- No painting
- Concrete cutting, removal, or repair

##### **Tennessee Contractors License:**

Comfort Systems USA Shoffner, Inc.  
ID Number 13837  
Unlimited  
Classification: CMC; CE; BC-16, 18, 28, 32; S-Medical Gas;  
MU-A

##### **Virginia Contractors License:**

Comfort Systems USA Shoffner, Inc.  
License Number: 2705165211  
Unlimited  
Classifications: Class A HVA, PLB, GFC, ELE

##### **North Carolina Contractors License:**

Comfort Systems USA Shoffner, Inc.  
License Number: 28574  
Unlimited  
Classifications: Class 1 - Plumbing, H -1, H-2, H-3

##### **South Carolina Contractors License:**

Comfort Systems USA Shoffner, Inc.  
License Number 14377  
Group #5 Unlimited  
Classification: AC HT PB

##### **Georgia Contractors License:**

Comfort Systems USA Shoffner, Inc.  
License Number CN006296  
Type: Conditioned Air Non-Restricted

##### **Kentucky Contractors License:**

Comfort Systems USA Shoffner, Inc.  
ID Number HM03859  
Classification: HVAC



**Shoffner**

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- **Concrete pads**
- **Site utilities or associated tap fees**
- **Mechanical or plumbing permit fees**
- **Demolition of ANY kind**

**Standard Exclusions Unless Specifically Included Above:**

- Architectural cutting or patching of finishes
- Slab X-Ray for coring or cutting
- Asphalt/concrete cutting, coring, patching, forming, or pouring
- Concrete forming, pouring, or patching, equipment housekeeping pads, footings, slabs on grade, etc.
- Roof cutting, patching, flashings, or pitch pockets
- Material or installation associated with waterproofing membrane or sealing between drain bodies and slabs or roofs
- Firestop of new or existing holes
- Rock excavation, unsuitable soil, and spoils dirt removal or replacement
- Soil Testing
- Asbestos or lead paint or coating abatement and/or removal
- Dumpsters, associated fees, or removal of construction debris
- Any fire protection or fire alarm wiring associated or not with HVAC or plumbing systems
- Site utilities such as water, sewer, gas, meters, or associated tap fees
- Site storm piping and structures, gutter drains, roof leader or gutter collection piping outside building footprint
- Fire protection piping and/or devices
- Painting or coatings of pipe, equipment, duct, or hangers
- Overtime premium or prevailing-wage rates
- Structural support and/or framed openings
- No electrical wiring, conduits, disconnect switches, or line voltage controls
- Architectural louvers that are not shown on mechanical drawings
- Temporary heating or air conditioning or use of HVAC equipment
- Temporary filters of filter replacement unless specifically included above
- Construction negative air pressure/filtration equipment
- Infection control systems
- Duct cleaning of new or existing ductwork
- Demolition of mechanical or plumbing systems
- Temporary water and/or sewer services and facilities
- Extra work or changes to this scope will not be performed without prior written authorization and/or approval for all associated work

**Tennessee Contractors License;**

Comfort Systems USA Shoffner, Inc.

ID Number 13837

Unlimited

Classification: CMC; CE; BC-16, 18, 28, 32; S-Medical Gas; MU-A

**Virginia Contractors License;**

Comfort Systems USA Shoffner, Inc.

License Number: 2705165211

Unlimited

Classifications: Class A HVA, PLB, GFC, ELE

**North Carolina Contractors License;**

Comfort Systems USA Shoffner, Inc.

License Number: 28574

Unlimited

Classifications: Class 1 - Plumbing, H -1, H-2, H-3

**South Carolina Contractors License;**

Comfort Systems USA Shoffner, Inc.

License Number 14377

Group #5 Unlimited

Classification: AC HT PB

**Georgia Contractors License;**

Comfort Systems USA Shoffner, Inc.

License Number CN006296

Type: Conditioned Air Non-Restricted

**Kentucky Contractors License;**

Comfort Systems USA Shoffner, Inc.

ID Number HM03859

Classification: HVAC



**Shoffner**

**P.O. Box 281 / 150 Glenn Bridge Rd. Arden, NC 28704      Ph 828-676-3166      Fax 828-676-1325**

- Coordination and/or BIM drawings
- Engineering and/or design fees
- All labor shall be performed during regular business hours Monday through Friday
- CSUSA Shoffner will cap & test all piping prior to cover up and any piping damaged during construction CSUSA Shoffner will repair one time. All other repairs will be performed on a time and material basis
- CSUSA Shoffner will not be responsible for any concrete or other foreign debris placed into piping, removal and/or necessary repair to piping
- CSUSA Shoffner will make final connections to services if services are available at time of installation
- Bond unless specifically included above

**Conditions:** All labor and materials guaranteed for one year. All work shall be done in a professional, workman like manner according to standard practices. Any deviation from the above scope of work will be executed only after written approval is received. Terms of payment are net 30 days unless otherwise specified. Any and all invoices greater than \$2,500 shall be paid only via wire transfer, check, or money order. Customer agrees to pay all collection costs, including attorney's fees, for overdue amounts plus reasonable interest. This document is the property of Comfort Systems USA Shoffner, Inc. and the intended recipients only. If you have mistakenly received this proposal, please notify Comfort Systems USA Shoffner, Inc. immediately at 865-523-1129 and please destroy this document.

**Sign Here:**

**X**

**Tennessee Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
ID Number 13837

Unlimited  
Classification: CMC; CE; BC-16, 18, 28, 32; S-Medical Gas;  
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Classifications: Class 1 - Plumbing, H -1, H-2, H-3

**Kentucky Contractors License;**  
Comfort Systems USA Shoffner, Inc.  
ID Number HM03859  
Classification: HVAC



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## MEMORANDUM

TO: Members of the Airport Authority

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

DATE: February 6, 2026

### ITEM DESCRIPTION – Information Section Item A

December 2025 Traffic Report – Asheville Regional Airport

#### **SUMMARY**

December 2025 overall passenger traffic numbers were up 14.5% compared to the same period last year. Passenger traffic numbers reflect a 13.6% increase in passenger enplanements from December 2024. Enplanements for Fiscal Year to Date total 634,869 which is a 13.6% increase from the same period last year.

#### **AIRLINE PERFORMANCE**

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in December 2025 were up by 19.9%. There were 6 flight cancellations for the month.

American Airlines: American's December 2025 passenger enplanements represent a 16.4% increase over the same period last year. There were 9 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in December 2025 increased by 7.4% compared to December 2024. There were no flight cancellations for the month.

United Airlines: In December 2025, United Airlines saw a decrease in enplanements by 9.8% from the same period last year. There were 2 flight cancellations for the month.

# Monthly Traffic Report

## Asheville Regional Airport

### December, 2025



Category	Dec 2025	Dec 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change	*MOV12-2025	*MOV12-2024	Percentage Change
<b>Passenger Traffic</b>									
Enplaned	85,885	75,612	13.6%	1,123,936	1,094,197	2.7%	1,123,936	1,094,197	2.7%
Deplaned	84,689	73,326	15.5%	1,116,941	1,079,928	3.4%	1,116,941	1,079,928	3.4%
<b>Total</b>	<b>170,574</b>	<b>148,938</b>	<b>14.5 %</b>	<b>2,240,877</b>	<b>2,174,125</b>	<b>3.1 %</b>	<b>2,240,877</b>	<b>2,174,125</b>	<b>3.1 %</b>
<b>Aircraft Operations</b>									
Airlines	1,675	1,492	12.3%	22,174	22,274	-0.5%	22,174	22,274	-0.5%
Commuter/AirTaxi	753	607	24.1%	10,819	9,526	13.6%	10,819	9,526	13.6%
<b>Subtotal</b>	<b>2,428</b>	<b>2,099</b>	<b>15.7 %</b>	<b>32,993</b>	<b>31,800</b>	<b>3.8 %</b>	<b>32,993</b>	<b>31,800</b>	<b>3.8 %</b>
GeneralAviation	2,687	2,188	22.8%	38,173	42,012	-9.1%	38,173	42,012	-9.1%
Military	214	160	33.8%	2,360	3,302	-28.5%	2,360	3,302	-28.5%
<b>Subtotal</b>	<b>2,901</b>	<b>2,348</b>	<b>23.6 %</b>	<b>40,533</b>	<b>45,314</b>	<b>-10.6 %</b>	<b>40,533</b>	<b>45,314</b>	<b>-10.6 %</b>
<b>Total</b>	<b>5,329</b>	<b>4,447</b>	<b>19.8 %</b>	<b>73,526</b>	<b>77,114</b>	<b>-4.7 %</b>	<b>73,526</b>	<b>77,114</b>	<b>-4.7 %</b>
<b>Fuel Gallons</b>									
FF-100LL	14,063	7,508	87.3%	165,169	190,308	-13.2%	157,622	182,769	-13.8%
FF-JETA-GA	135,601	117,643	15.3%	2,047,831	2,028,026	1.0%	1,927,812	1,960,244	-1.7%
<b>Subtotal</b>	<b>149,664</b>	<b>125,151</b>	<b>19.6 %</b>	<b>2,213,000</b>	<b>2,218,334</b>	<b>-0.2 %</b>	<b>2,085,434</b>	<b>2,143,013</b>	<b>-2.7 %</b>
FF-JETA-AL	907,747	791,628	14.7%	11,574,684	11,644,905	-0.6%	11,574,684	11,644,905	-0.6%
<b>Subtotal</b>	<b>907,747</b>	<b>791,628</b>	<b>14.7 %</b>	<b>11,574,684</b>	<b>11,644,905</b>	<b>-0.6 %</b>	<b>11,574,684</b>	<b>11,644,905</b>	<b>-0.6 %</b>
<b>Total</b>	<b>1,057,411</b>	<b>916,779</b>	<b>15.3 %</b>	<b>13,787,684</b>	<b>13,863,239</b>	<b>-0.5 %</b>	<b>13,660,118</b>	<b>13,787,918</b>	<b>-0.9 %</b>

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

# Airline Enplanements, Seats, and Load Factors

## Asheville Regional Airport

### December, 2025



	Dec 2025	Dec 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change
<b>Allegiant Air</b>						
Enplanements	39,685	33,105	19.88%	472,547	456,243	03.57%
Seats	53,258	45,511	17.02%	612,050	593,833	03.07%
Load Factor	74.51%	72.74%	02.43%	77.21%	76.83%	00.49%
<b>American Airlines</b>						
Enplanements	21,518	18,481	16.43%	306,810	281,985	08.80%
Seats	26,196	20,698	26.56%	371,101	378,430	-01.94%
Load Factor	82.14%	89.29%	-08.01%	82.68%	74.51%	10.96%
<b>Delta Air Lines</b>						
Enplanements	18,784	17,488	07.41%	249,415	238,653	04.51%
Seats	22,028	19,104	15.31%	288,198	296,982	-02.96%
Load Factor	85.27%	91.54%	-06.85%	86.54%	80.36%	07.69%
<b>JetBlue Airways</b>						
Enplanements	0	0	00.00%	7,157	8,705	-17.78%
Seats	0	0	00.00%	9,185	11,090	-17.18%
Load Factor	00.00%	00.00%	00.00%	77.92%	78.49%	-00.73%
<b>Sun Country</b>						
Enplanements	0	0	00.00%	2,305	9,190	-74.92%
Seats	0	0	00.00%	4,836	13,020	-62.86%
Load Factor	00.00%	00.00%	00.00%	47.66%	70.58%	-32.47%
<b>United Airlines</b>						
Enplanements	5,898	6,538	-09.79%	85,702	99,421	-13.80%
Seats	8,082	7,198	12.28%	104,230	117,222	-11.08%
Load Factor	72.98%	90.83%	-19.65%	82.22%	84.81%	-03.05%
<b>Totals</b>						
Enplanements	85,885	75,612	13.59%	1,123,936	1,094,197	02.72%
Seats	109,564	92,511	18.43%	1,389,600	1,410,577	-01.49%
Load Factor	78.39%	81.73%	-04.09%	80.88%	77.57%	04.27%

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

# Airline Flight Completions

## Asheville Regional Airport

December, 2025



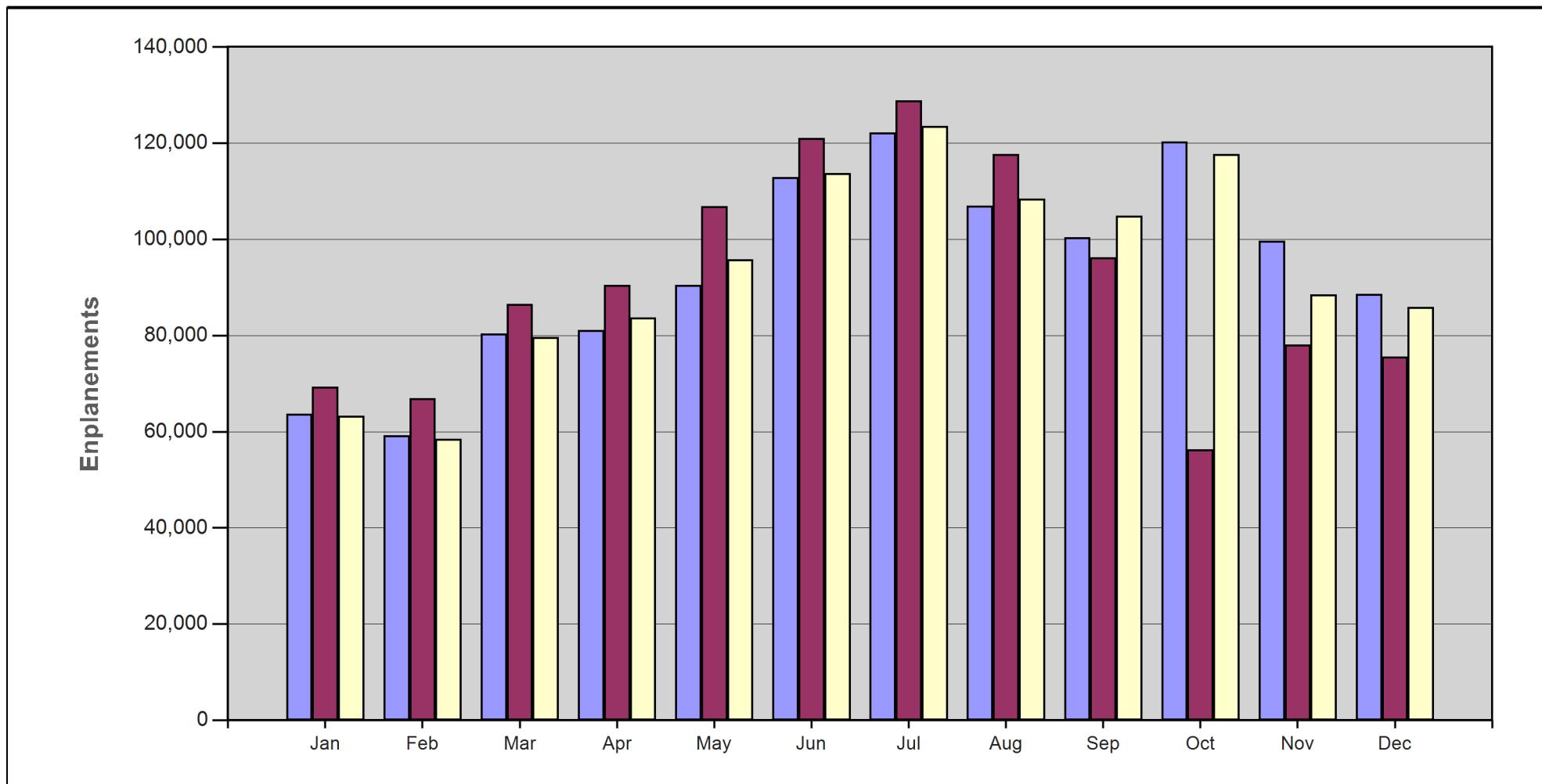
Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	292	0	0	0	6	6	98.0%
American Airlines	384	0	0	9	0	9	97.7%
Delta Air Lines	241	0	0	0	0	0	100.0%
United Airlines	125	0	0	0	2	2	98.4%
<b>Total</b>	<b>1,042</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>8</b>	<b>17</b>	<b>98.4%</b>

# Monthly Enplanements By Year

## Asheville Regional Airport



December, 2025

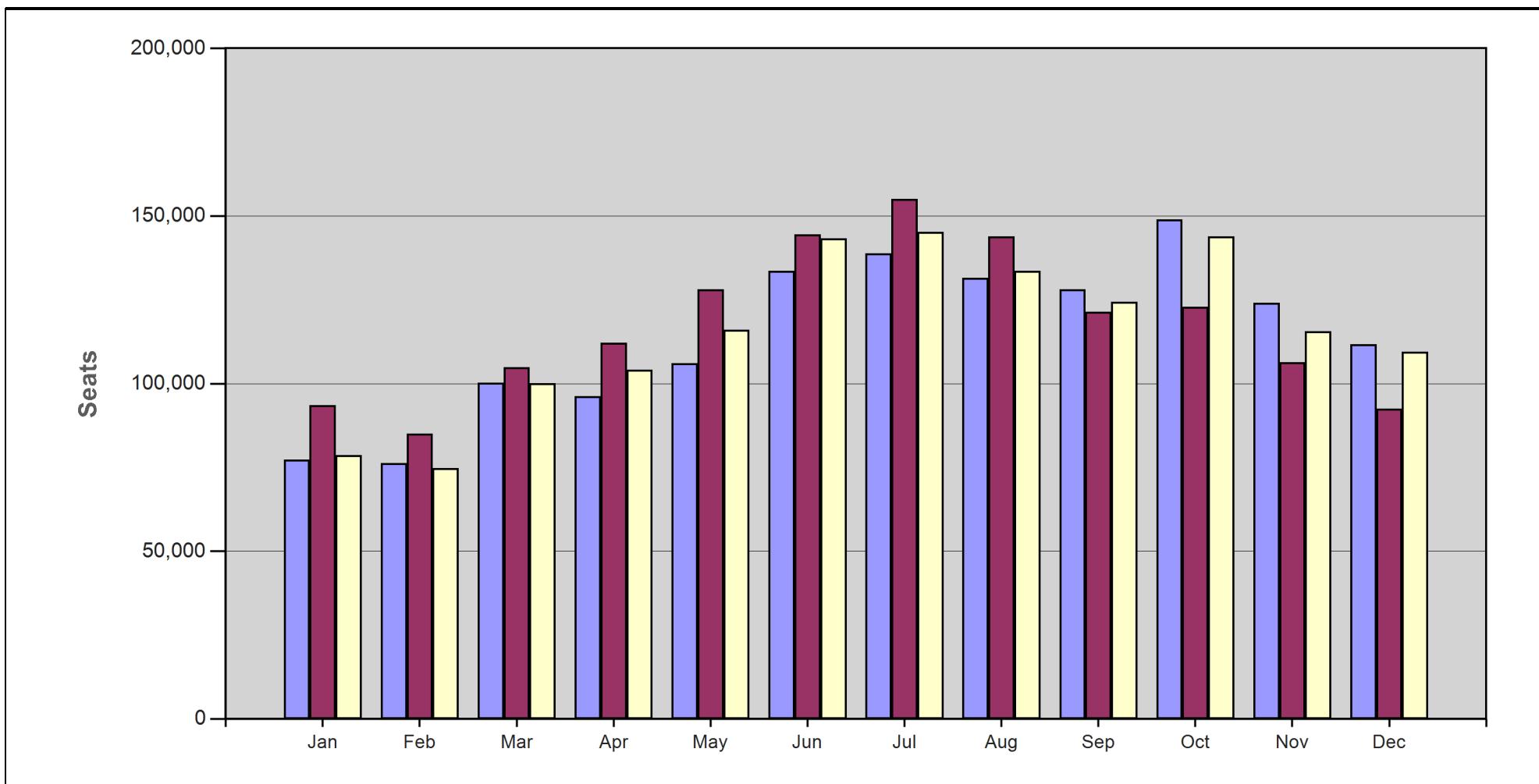


	1	2	3	4	5	6	7	8	9	10	11	12
2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
2024	69,298	66,942	86,585	90,518	106,873	121,083	128,856	117,738	96,274	56,335	78,083	75,612
2025	63,282	58,501	79,702	83,759	95,851	113,801	123,595	108,459	104,883	117,724	88,494	85,885

# Monthly Seats By Year

## Asheville Regional Airport

### December, 2025



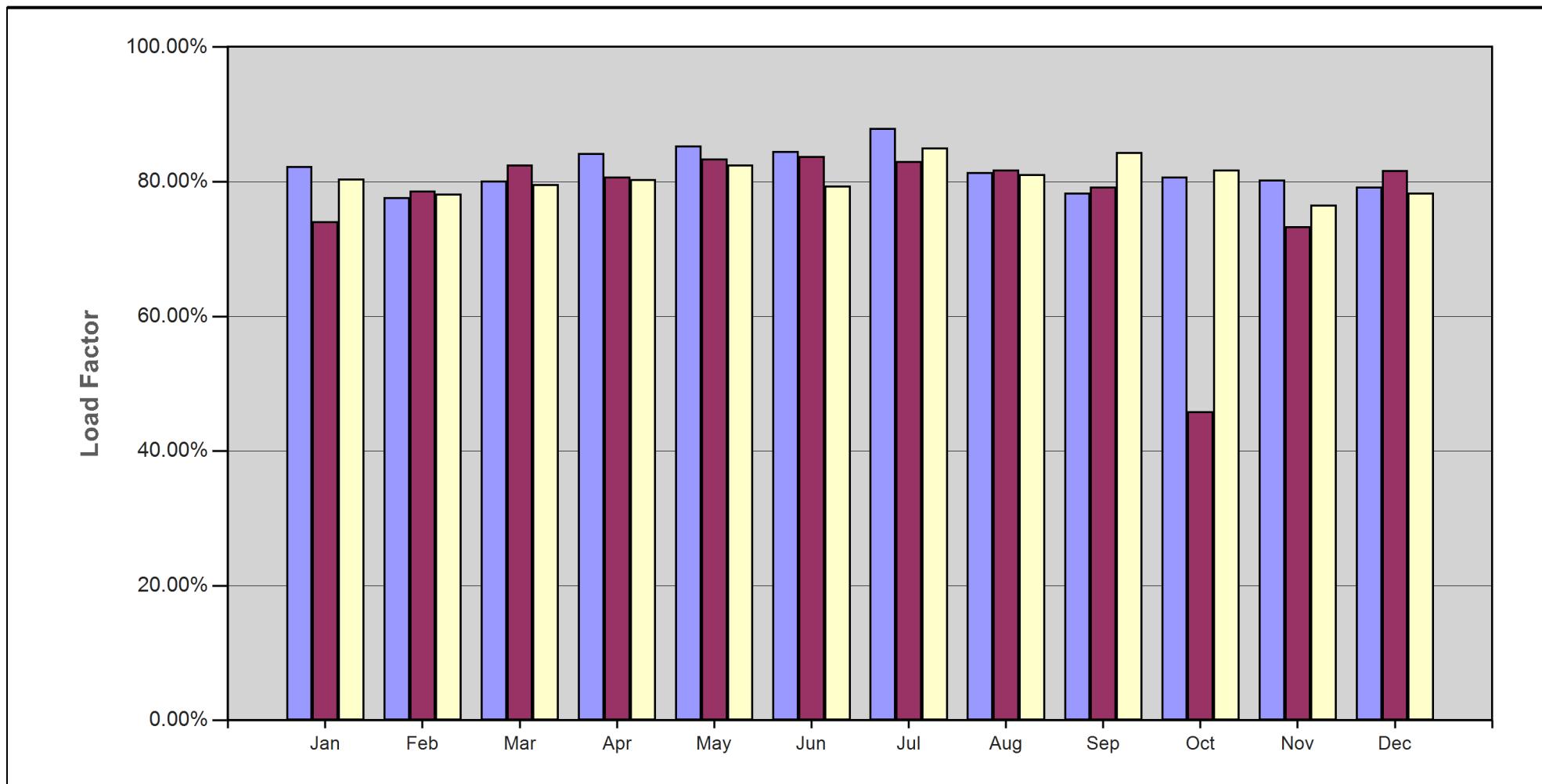
	1	2	3	4	5	6	7	8	9	10	11	12
2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
2024	93,525	85,102	104,933	112,150	128,091	144,497	155,097	143,970	121,457	122,864	106,380	92,511
2025	78,671	74,832	100,101	104,205	116,121	143,320	145,256	133,661	124,326	143,921	115,622	109,564

# Monthly Load Factors By Year

## Asheville Regional Airport



December, 2025



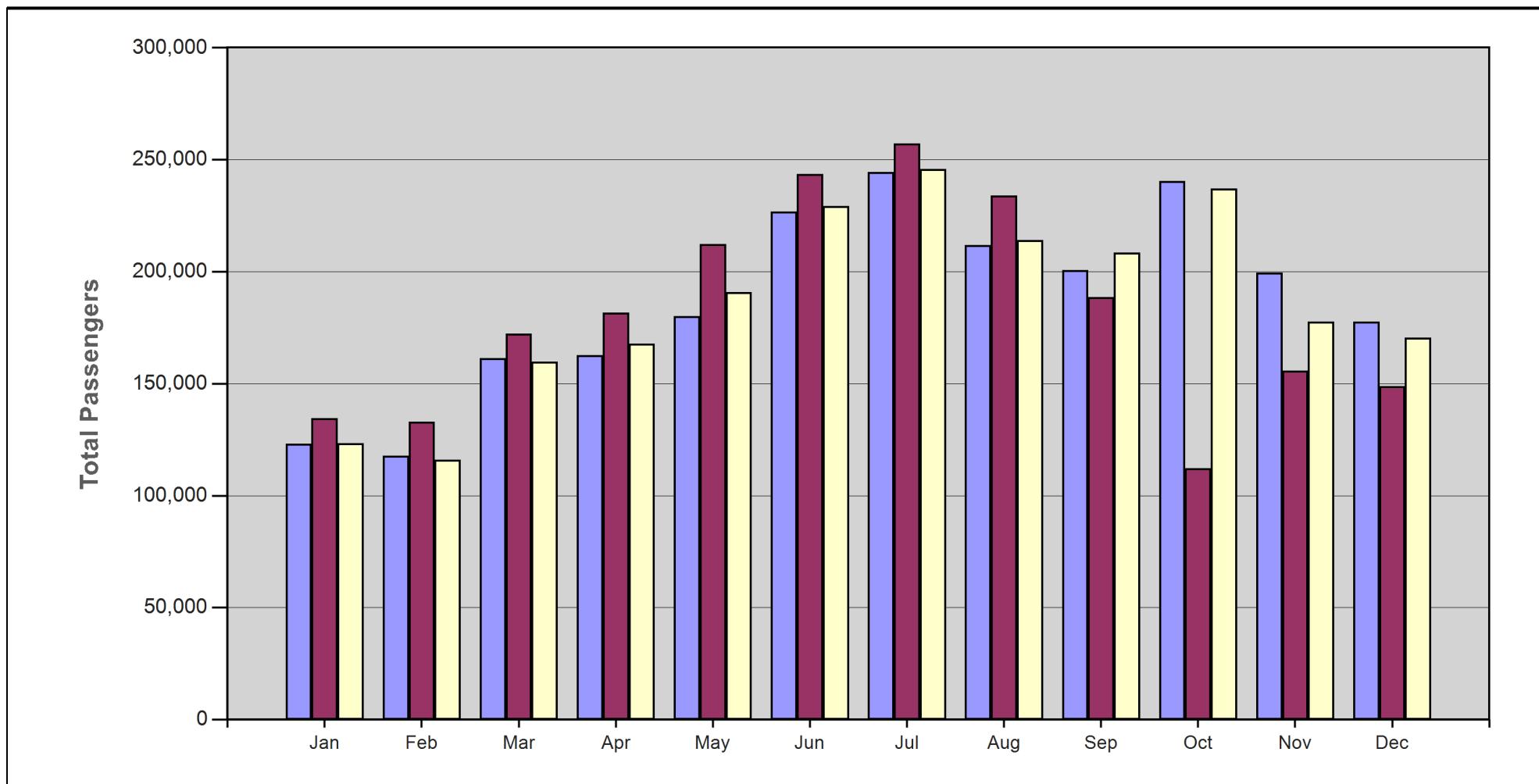
	1	2	3	4	5	6	7	8	9	10	11	12
2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
2024	74.10%	78.66%	82.51%	80.71%	83.44%	83.80%	83.08%	81.78%	79.27%	45.85%	73.40%	81.73%
2025	80.44%	78.18%	79.62%	80.38%	82.54%	79.40%	85.09%	81.14%	84.36%	81.80%	76.54%	78.39%

# Total Monthly Passengers By Year

## Asheville Regional Airport



December, 2025

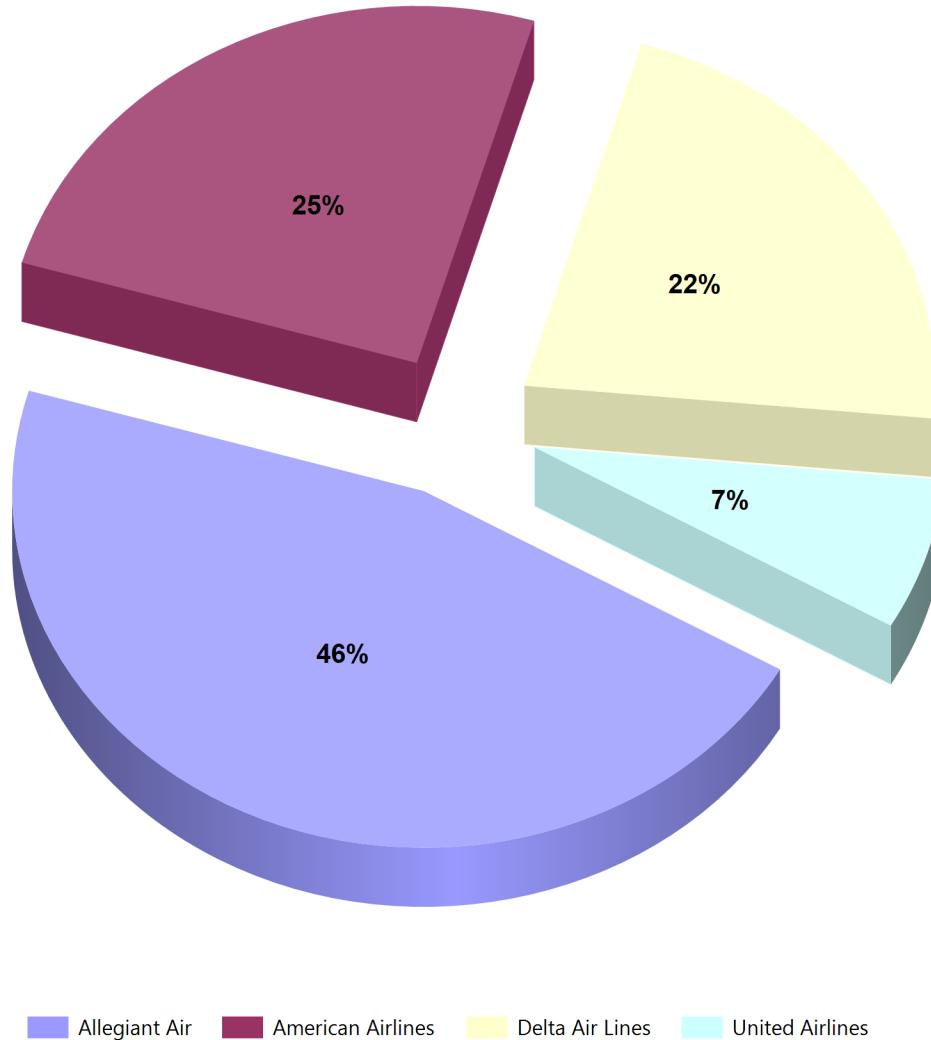


	1	2	3	4	5	6	7	8	9	10	11	12
2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
2024	134,630	133,022	172,380	181,705	212,267	243,473	257,095	234,053	188,581	112,191	155,790	148,938
2025	123,260	116,053	159,813	167,837	190,838	229,188	245,816	214,186	208,540	237,147	177,625	170,574

# Airline Market Share Analysis (Enplanements)

## Asheville Regional Airport

December, 2025



Allegiant Air   American Airlines   Delta Air Lines   United Airlines

## AVL - Three month schedule Summary Report

April 2026 to June 2026 vs. same time periods in 2025 & 2024

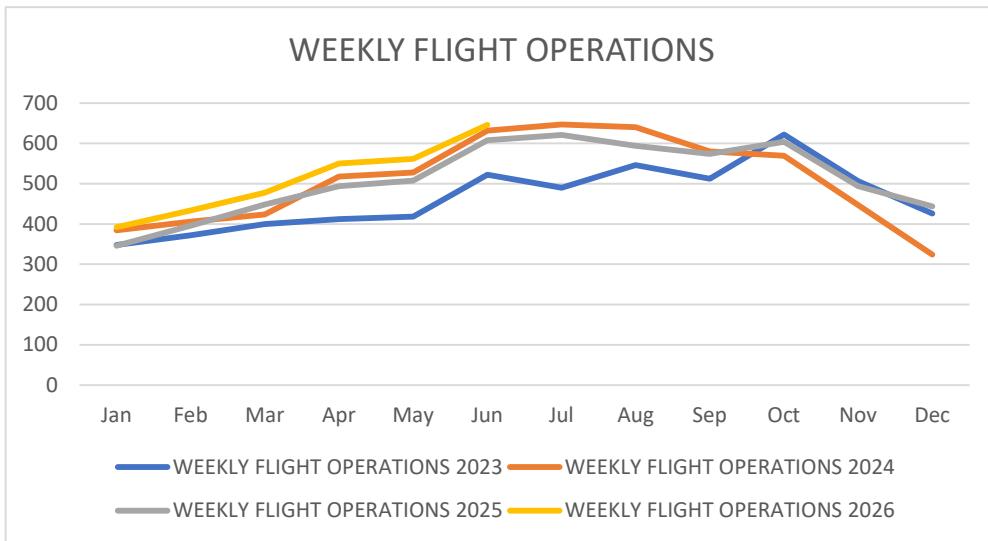
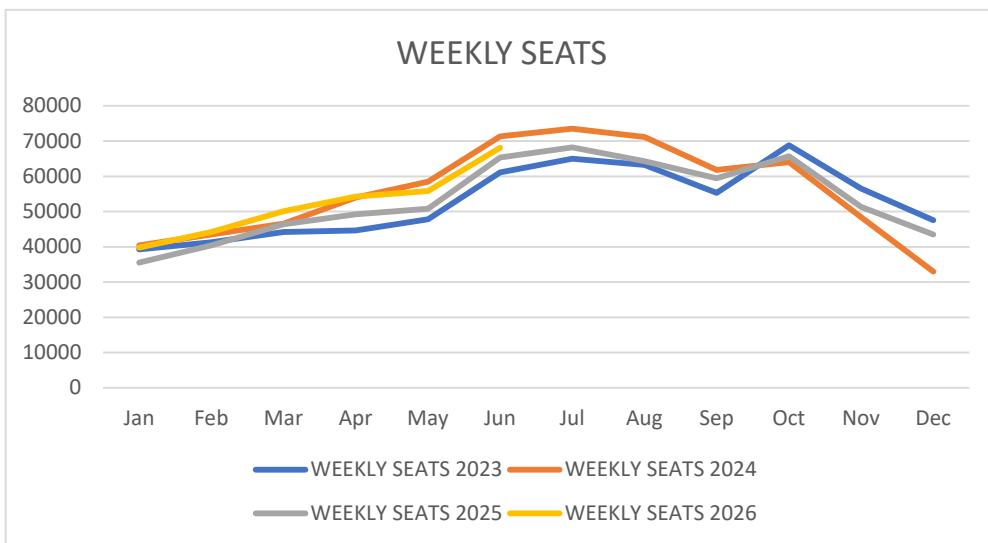
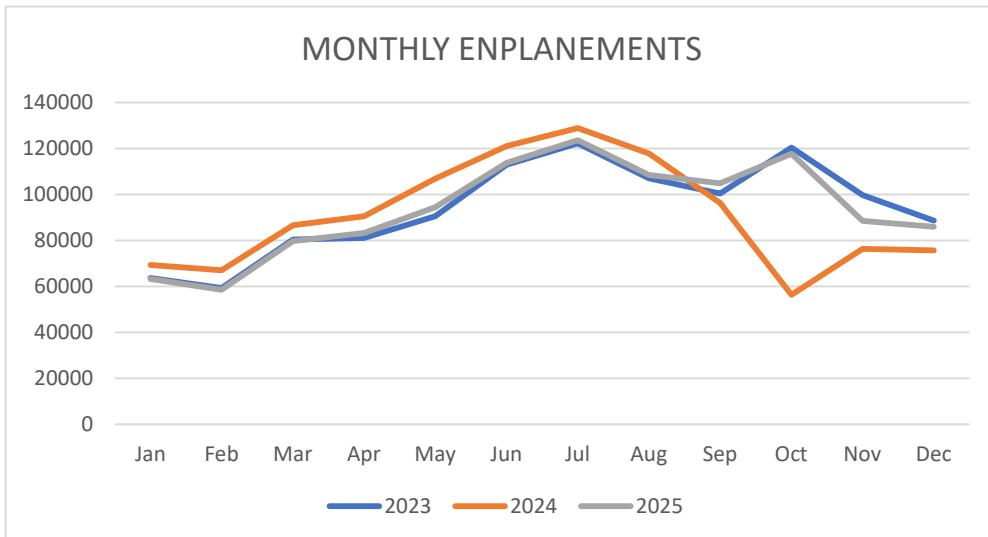
26-Jan-26

Note: Representative of a sample week of a given month

Mkt Al	Travel Period		Apr 2026		Apr 2025		Apr 2024		Diff YoY		Percent Diff YoY		Diff Yo2Y		Percent Diff Yo2Y	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL CLT	48	3,492	42	3,402	55	3,974	6	90	14.3%	2.6%	(7)	(482)	(12.7%)	(12.1%)
AA	CLT-AVL	CLT AVL	48	3,492	42	3,402	55	3,974	6	90	14.3%	2.6%	(7)	(482)	(12.7%)	(12.1%)
AA	AVL-DCA	AVL DCA	7	532	7	532	14	910	0	0	0.0%	0.0%	(7)	(378)	(50.0%)	(41.5%)
AA	DCA-AVL	DCA AVL	7	532	7	532	14	910	0	0	0.0%	0.0%	(7)	(378)	(50.0%)	(41.5%)
AA	AVL-DFW	AVL DFW	14	1,428	7	532	11	1,132	7	896	100.0%	168.4%	3	296	27.3%	26.1%
AA	DFW-AVL	DFW AVL	14	1,428	7	532	11	1,132	7	896	100.0%	168.4%	3	296	27.3%	26.1%
AA	AVL-LGA	AVL LGA	7	521	9	684	7	532	(2)	(163)	(22.2%)	(23.8%)	0	(11)	0.0%	(2.1%)
AA	LGA-AVL	LGA AVL	7	521	9	684	7	532	(2)	(163)	(22.2%)	(23.8%)	0	(11)	0.0%	(2.1%)
AA	AVL-MIA	AVL MIA	7	532	7	532	0	0	0	0	0.0%	0.0%	7	532	-	-
AA	MIA-AVL	MIA AVL	7	532	7	532	0	0	0	0	0.0%	0.0%	7	532	-	-
AA	AVL-ORD	AVL ORD	20	1,454	7	532	7	350	13	922	185.7%	173.3%	13	1,104	185.7%	315.4%
AA	ORD-AVL	ORD AVL	20	1,454	7	532	7	350	13	922	185.7%	173.3%	13	1,104	185.7%	315.4%
AA	AVL-PHL	AVL PHL	14	700	7	350	7	350	7	350	100.0%	100.0%	7	350	100.0%	100.0%
AA	PHL-AVL	PHL AVL	14	700	7	350	7	350	7	350	100.0%	100.0%	7	350	100.0%	100.0%
B6	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL AVL	52	4,991	47	4,347	45	4,950	5	644	10.6%	14.8%	7	41	15.6%	0.8%
DL	AVL-ATL	AVL ATL	52	4,991	47	4,347	45	4,950	5	644	10.6%	14.8%	7	41	15.6%	0.8%
DL	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	AVL-LGA	AVL LGA	13	952	13	988	13	952	0	(36)	0.0%	(3.6%)	0	0	0.0%	0.0%
DL	LGA-AVL	LGA AVL	13	952	13	988	13	952	0	(36)	0.0%	(3.6%)	0	0	0.0%	0.0%
DL	AVL-MSP	AVL MSP	7	532	0	0	7	924	7	532	-	-	0	(392)	0.0%	(42.4%)
DL	MSP-AVL	MSP AVL	7	532	0	0	7	924	7	532	-	-	0	(392)	0.0%	(42.4%)
G4	AUS-AVL	AUS AVL	0	0	2	312	2	312	(2)	(312)	(100.0%)	(100.0%)	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-AUS	AVL AUS	0	0	2	312	2	312	(2)	(312)	(100.0%)	(100.0%)	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-BOS	AVL BOS	5	900	7	1,092	4	744	(2)	(192)	(28.6%)	(17.6%)	1	156	25.0%	21.0%
G4	BOS-AVL	BOS AVL	5	900	7	1,092	4	744	(2)	(192)	(28.6%)	(17.6%)	1	156	25.0%	21.0%
G4	AVL-BWI	AVL BWI	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL DEN	2	360	2	312	2	372	0	48	0.0%	15.4%	0	(12)	0.0%	(3.2%)
G4	DEN-AVL	DEN AVL	2	360	2	312	2	372	0	48	0.0%	15.4%	0	(12)	0.0%	(3.2%)
G4	AVL-EWR	AVL EWR	2	360	3	468	2	372	(1)	(108)	(33.3%)	(23.1%)	0	(12)	0.0%	(3.2%)
G4	EWR-AVL	EWR AVL	2	360	3	468	2	372	(1)	(108)	(33.3%)	(23.1%)	0	(12)	0.0%	(3.2%)
G4	AVL-EYW	AVL EYW	2	360	3	468	2	312	(1)	(108)	(33.3%)	(23.1%)	0	48	0.0%	15.4%
G4	EYW-AVL	EYW AVL	2	360	3	468	2	312	(1)	(108)	(33.3%)	(23.1%)	0	48	0.0%	15.4%
G4	AVL-FLL	AVL FLL	10	1,810	13	2,028	12	2,232	(3)	(218)	(23.1%)	(10.7%)	(2)	(422)	(16.7%)	(18.9%)
G4	FLL-AVL	FLL AVL	10	1,810	13	2,028	12	2,232	(3)	(218)	(23.1%)	(10.7%)	(2)	(422)	(16.7%)	(18.9%)
G4	AVL-HOU	AVL HOU	0	0	2	312	2	372	(2)	(312)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	HOU-AVL	HOU AVL	0	0	2	312	2	372	(2)	(312)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-IAD	AVL IAD	2	360	0	0	0	2	360	-	-	-	2	360	-	-
G4	IAD-AVL	IAD AVL	2	360	0	0	0	2	360	-	-	-	2	360	-	-
G4	AVL-LAS	AVL LAS	2	360	2	312	2	372	0	48	0.0%	15.4%	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS AVL	2	360	2	312	2	372	0	48	0.0%	15.4%	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL MCO	2	360	3	468	0	0	(1)	(108)	(33.3%)	(23.1%)	2	360	-	-
G4	MCO-AVL	MCO AVL	2	360	3	468	0	0	(1)	(108)	(33.3%)	(23.1%)	2	360	-	-
G4	AVL-MDW	AVL MDW	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL MSP	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL PBI	2	360	2	312	2	372	0	48	0.0%	15.4%	0	(12)	0.0%	(3.2%)
G4	PBI-AVL	PBI AVL	2	360	2	312	2	372	0	48	0.0%	15.4%	0	(12)	0.0%	(3.2%)
G4	AVL-PGD	AVL PGD	3	550	4	624	3	558	(1)	(74)	(25.0%)	(11.9%)	0	(8)	0.0%	(1.4%)
G4	PGD-AVL	PGD AVL	3	550	4	624	3	558	(1)	(74)	(25.0%)	(11.9%)	0	(8)	0.0%	(1.4%)
G4	AVL-PHX	AVL PHX	0	0	2	312	2	372	(2)	(312)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	PHX-AVL	PHX AVL	0	0	2	312	2	372	(2)	(312)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PIE	AVL PIE	7	1,280	8	1,374	7	1,242	(1)	(94)	(12.5%)	(6.8%)	0	38	0.0%	3.1%
G4	PIE-AVL	PIE AVL	7	1,280	8	1,374	7	1,242	(1)	(94)	(12.5%)	(6.8%)	0	38	0.0%	3.1%
G4	AVL-SFB	AVL SFB	8	1,440	9	1,574	6	1,116	(1)	(134)	(11.1%)	(8.5%)	2	324	33.3%	29.0%
G4	SFB-AVL	SFB AVL	8	1,440	9	1,574	6	1,116	(1)	(134)	(11.1%)	(8.5%)	2	324	33.3%	29.0%
G4	AVL-SRQ	AVL SRQ	2	360	4	624	2	372	(2)	(264)	(50.0%)	(42.3%)	0	(12)	0.0%	(3.2%)
G4	SRQ-AVL	SRQ AVL	2	360	4	624	2	372	(2)	(264)	(50.0%)	(42.3%)	0	(12)	0.0%	(3.2%)
G4	AVL-VPS	AVL VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL MSP	2	372	0	0	2	372	2	372	-	-	0	0	0.0%	0.0%
SY	MSP-AVL	MSP AVL	2	372	0	0	2	372	2	372	-	-	0	0	0.0%	0.0%
UA	AVL-DEN	AVL DEN	7	882	7	532	7	490	0	350	0.0%	65.8%	0	392	0.0%	80.0%
UA	DEN-AVL	DEN AVL	7	882	7	532	7	490	0	350	0.0%	65.8%	0	392	0.0%	80.0%
UA	AVL-EWR	AVL EWR	7	506	7	350	7	490	0	156	0.0%	44.6%	0	16	0.0%	3.3%
UA	EWR-AVL	EWR AVL	7	506	7	350	7	490	0	156	0.0%	44.6%	0	16	0.0%	3.3%
UA	AVL-ORD	AVL ORD	21	1,388	21	1,232	21	1,336	0	156	0.0%	12.7%	0	52	0.0%	3.9%
UA	ORD-AVL	ORD AVL	21	1,388	21	1,232	21	1,336	0	156	0.0%	12.7%	0	52	0.0%	3.9%
Total		550	54,284	494	49,210	518	53,996	56	5,074	11.3%	10.3%	32	288	6.2%	0.5%	

Mkt Al	Travel Period		May 2026		May 2025		May 2024		Diff YoY		Percent Diff YoY		Diff Yo2Y		Percent Diff Yo2Y	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL CLT	48	3,492	40	3,680	53	4,679	8	(188)	20.0%	(5.1%)	(5)	(1,187)	(9.4%)	(25.4%)
AA	CLT-AVL	CLT AVL	48	3,492	40	3,680	53	4,679	8	(188)	20.0%	(5.1%)	(5)	(1,187)	(9.4%)	(25.4%)
AA	AVL-DCA	AVL DCA	7	532	14	910	14	910	(7)	(378)	(50.0%)	(41.5%)	(7)	(378)	(50.0%)	(41.5%)
AA	DCA-AVL	DCA AVL	7	532	14	910	14	910	(7)	(378)	(50.0%)	(41.5%)	(7)	(378)	(50.0%)	(41.5%)
AA	AVL-DFW	AVL DFW	14	1,428	14	1,428	14	1,582	0	0	0.0%	0.0%	0	(154)	0.0%	(9.7%)
AA	DFW-AVL	DFW AVL	14	1,428	14	1,428	14	1,582	0	0	0.0%	0.0%	0	(154)	0.0%	(9.7%)
AA	AVL-LGA	AVL LGA	7	521	9	651	7	532	(2)	(130)	(22.2%)	(20.0%)	0	(11)	0.0%	(2.1%)
AA	LGA-AVL	LGA AVL	7	521	9	651	7	532	(2)	(130)	(22.2%)	(20.0%)	0	(11)	0.0%	(2.1%)
AA	AVL-MIA	AVL MIA	7	532	7	532	0	0	0	0	0.0%	0.0%	7	532	-	-
AA	MIA-AVL	MIA AVL	7	532	7	532	0	0	0	0	0.0%	0.0%	7	532	-	-
AA	AVL-ORD	AVL ORD	20	1,454	7	532	7	455	13	922	185.7%	173.3%	13	999	185.7%	219.6%
AA	ORD-AVL	ORD AVL	20	1,454	7	532	7	455	13	922	185.7%	173.3%	13	999	185.7%	219.6%
AA	AVL-PHL	AVL PHL	14	700	13	650	8	426	1	50	7.7%	7.7%	6	274	75.0%	64.3%
AA	PHL-AVL	PHL AVL	14	700	13	650	8	426	1	50	7.7%	7.7%	6	274	75.0%	64.3%
B6	AVL-BOS	AVL BOS	2	280	1	140	0	0	1	140	100.0%	100.0%	2	280	-	-
B6	BOS-AVL	BOS AVL	2	280	1	140	0	0	1	140	100.0%	100.0%	2	280	-	-
DL	ATL-AVL	ATL AVL	52	5,720	47	4,592	45	4,950	5	1,128	10.6%	24.6%	7	770	15.6%	15.6%
DL	AVL-ATL	AVL ATL	52	5,720	47	4,592	45	4,950	5	1,128	10.6%	24.6%	7	770	15.6%	15.6%
DL	AVL-BOS	AVL BOS	2	152	2	152	0	0	0	0	0.0%	0.0%	2	152	-	-
DL	BOS-AVL	BOS AVL	2	152	2	152	0	0	0	0	0.0%	0.0%	2	152	-	-
DL	AVL-LGA	AVL LGA	13	910	13	988	13	988	0	(78)	0.0%	(7.9%)	0	(78)	0.0%	(7.9%)
DL	LGA-AVL	LGA AVL	13	910	13	988	13	988	0	(78)	0.0%	(7.9%)	0	(78)	0.0%	(7.9%)
DL	AVL-MSP	AVL MSP	7	532	0	0	7	999	7	532	-	-	0	(467)	0.0%	(46.7%)
DL	MSP-AVL	MSP AVL	7	532	0	0	7	999	7	532	-	-	0	(467)	0.0%	(46.7%)
G4	AUS-AVL	AUS AVL	0	0	2	336	2	312	(2)	(336)	(100.0%)	(100.0%)	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-AUS	AVL AUS	0	0	2	336	2	312	(2)	(336)	(100.0%)	(100.0%)	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-BOS	AVL BOS	2	360	4	696	2	372	(2)	(336)	(50.0%)	(48.3%)	0	(12)	0.0%	(3.2%)
G4	BOS-AVL	BOS AVL	2	360	4	696	2	372	(2)	(336)	(50.0%)	(48.3%)	0	(12)	0.0%	(3.2%)
G4	AVL-BWI	AVL BWI	0	0	0	0	3	558	0	0	-	-	(3)	(558)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI AVL	0	0	0	0	3	558	0	0	-	-	(3)	(558)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL DEN	2	360	2	336	2	372	0	24	0.0%	7.1%	0	(12)	0.0%	(3.2%)
G4	DEN-AVL	DEN AVL	2	360	2	336	2	372	0	24	0.0%	7.1%	0	(12)	0.0%	(3.2%)
G4	AVL-EWR	AVL EWR	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	EWR-AVL	EWR AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-EYW	AVL EYW	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	EYW-AVL	EYW AVL	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	AVL-FLL	AVL FLL	10	1,820	12	2,088	12	2,232	(2)	(268)	(16.7%)	(12.8%)	(2)	(412)	(16.7%)	(18.5%)
G4	FLL-AVL	FLL AVL	10	1,820	12	2,088	12	2,232	(2)	(268)	(16.7%)	(12.8%)	(2)	(412)	(16.7%)	(18.5%)
G4	AVL-HOU	AVL HOU	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	HOU-AVL	HOU AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-IAD	AVL IAD	2	360	0	0	0	0	2	360	-	-	2	360	-	-
G4	IAD-AVL	IAD AVL	2	360	0	0	0	0	2	360	-	-	2	360	-	-
G4	AVL-LAS	AVL LAS	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL MCO	2	360	1	180	2	372	1	180	100.0%	100.0%	0	(12)	0.0%	(3.2%)
G4	MCO-AVL	MCO AVL	2	360	1	180	2	372	1	180	100.0%	100.0%	0	(12)	0.0%	(3.2%)
G4	AVL-MDW	AVL MDW	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL MSP	0	0	2	360	2	372	(2)	(360)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP AVL	0	0	2	360	2	372	(2)	(360)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL PBI	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	PBI-AVL	PBI AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-PGD	AVL PGD	3	550	2	336	4	744	1	214	50.0%	63.7%	(1)	(194)	(25.0%)	(26.1%)
G4	PGD-AVL	PGD AVL	3	550	2	336	4	744	1	214	50.0%	63.7%	(1)	(194)	(25.0%)	(26.1%)
G4	AVL-PHX	AVL PHX	0	0	2	336	2	372	(2)	(336)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	PHX-AVL	PHX AVL	0	0	2	336	2	372	(2)	(336)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PIE	AVL PIE	7	1,246	7	1,208	7	1,242	0	38	0.0%	3.1%	0	4	0.0%	0.3%
G4	PIE-AVL	PIE AVL	7	1,246	7	1,208	7	1,242	0	38	0.0%	3.1%	0	4	0.0%	0.3%
G4	AVL-SFB	AVL SFB	8	1,440	8	1,436	7	1,281	0	4	0.0%	0.3%	1	159	14.3%	12.4%
G4	SFB-AVL	SFB AVL	8	1,440	8	1,436	7	1,281	0	4	0.0%	0.3%	1	159	14.3%	12.4%
G4	AVL-SRQ	AVL SRQ	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	SRQ-AVL	SRQ AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-VPS	AVL VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL MSP	2	372	0	0	2	372	2	372	-	-	0	0	0.0%	0.0%
SY	MSP-AVL	MSP AVL	2	372	0	0	2	372	2	372	-	-	0	0	0.0%	0.0%
UA	AVL-DEN	AVL DEN	7	882	7	490	7	490	0	392	0.0%	80.0%	0	392	0.0%	80.0%
UA	DEN-AVL	DEN AVL	7	882	7	490	7	490	0	392	0.0%	80.0%	0	392	0.0%	80.0%
UA	AVL-EWR	AVL EWR	7	506	7	350	7	490	0	156	0.0%	44.6%	0	16	0.0%	3.3%
UA	EWR-AVL	EWR AVL	7	506	7	350	7	490	0	156	0.0%	44.6%	0	16	0.0%	3.3%
UA	AVL-ORD	AVL ORD	26	1,612	21	1,232	21	1,584	5	380	23.8%	30.8%	5	28	23.8%	1.8%
UA	ORD-AVL	ORD AVL	26	1,612	21	1,232	21	1,584	5	380	23.8%	30.8%	5	28	23.8%	1.8%
Total		562	55,842	508	50,782	528	58,460	54	5,060	10.6%	10.0%	34	(2,618)	6.4%	(4.5%)	

Mkt Al	Travel Period		Jun 2026		Jun 2025		Jun 2024		Diff YoY		Percent Diff YoY		Diff Yo2Y		Percent Diff Yo2Y	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL CLT	42	2,464	42	3,454	49	3,669	0	(990)	0.0%	(28.7%)	(7)	(1,205)	(14.3%)	(32.8%)
AA	CLT-AVL	CLT AVL	42	2,464	42	3,454	49	3,669	0	(990)	0.0%	(28.7%)	(7)	(1,205)	(14.3%)	(32.8%)
AA	AVL-DCA	AVL DCA	14	987	14	910	14	987	0	77	0.0%	8.5%	0	0	0.0%	0.0%
AA	DCA-AVL	DCA AVL	14	987	14	910	14	987	0	77	0.0%	8.5%	0	0	0.0%	0.0%
AA	AVL-DFW	AVL DFW	14	1,736	15	1,704	15	1,698	(1)	32	(6.7%)	1.9%	(1)	38	(6.7%)	2.2%
AA	DFW-AVL	DFW AVL	14	1,736	15	1,704	15	1,698	(1)	32	(6.7%)	1.9%	(1)	38	(6.7%)	2.2%
AA	AVL-LGA	AVL LGA	7	532	9	684	7	532	(2)	(152)	(22.2%)	(22.2%)	0	0	0.0%	0.0%
AA	LGA-AVL	LGA AVL	7	532	9	684	7	532	(2)	(152)	(22.2%)	(22.2%)	0	0	0.0%	0.0%
AA	AVL-MIA	AVL MIA	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	MIA-AVL	MIA AVL	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	AVL-ORD	AVL ORD	21	1,596	14	1,064	13	845	7	532	50.0%	50.0%	8	751	61.5%	88.9%
AA	ORD-AVL	ORD AVL	21	1,596	14	1,064	13	845	7	532	50.0%	50.0%	8	751	61.5%	88.9%
AA	AVL-PHL	AVL PHL	14	700	13	650	14	726	1	50	7.7%	7.7%	0	(26)	0.0%	(3.6%)
AA	PHL-AVL	PHL AVL	14	700	13	650	14	726	1	50	7.7%	7.7%	0	(26)	0.0%	(3.6%)
B6	AVL-BOS	AVL BOS	4	560	4	560	7	940	0	0	0.0%	0.0%	(3)	(380)	(42.9%)	(40.4%)
B6	BOS-AVL	BOS AVL	4	560	4	560	7	940	0	0	0.0%	0.0%	(3)	(380)	(42.9%)	(40.4%)
DL	ATL-AVL	ATL AVL	52	5,720	52	5,679	46	5,060	0	41	0.0%	0.7%	6	660	13.0%	13.0%
DL	AVL-ATL	AVL ATL	52	5,720	52	5,679	46	5,060	0	41	0.0%	0.7%	6	660	13.0%	13.0%
DL	AVL-BOS	AVL BOS	2	152	2	145	0	0	0	7	0.0%	4.8%	2	152	-	-
DL	BOS-AVL	BOS AVL	2	152	2	145	0	0	0	7	0.0%	4.8%	2	152	-	-
DL	AVL-LGA	AVL LGA	13	910	13	952	13	988	0	(42)	0.0%	(4.4%)	0	(78)	0.0%	(7.9%)
DL	LGA-AVL	LGA AVL	13	910	13	952	13	988	0	(42)	0.0%	(4.4%)	0	(78)	0.0%	(7.9%)
DL	AVL-MSP	AVL MSP	7	763	1	76	7	924	6	687	600.0%	903.9%	0	(161)	0.0%	(17.4%)
DL	MSP-AVL	MSP AVL	7	763	1	76	7	924	6	687	600.0%	903.9%	0	(161)	0.0%	(17.4%)
G4	AUS-AVL	AUS AVL	2	360	2	360	2	312	0	0	0.0%	0.0%	0	48	0.0%	15.4%
G4	AVL-AUS	AVL AUS	2	360	2	360	2	312	0	0	0.0%	0.0%	0	48	0.0%	15.4%
G4	AVL-BOS	AVL BOS	4	720	4	720	4	744	0	0	0.0%	0.0%	0	(24)	0.0%	(3.2%)
G4	BOS-AVL	BOS AVL	4	720	4	720	4	744	0	0	0.0%	0.0%	0	(24)	0.0%	(3.2%)
G4	AVL-BWI	AVL BWI	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL DEN	3	540	3	540	4	744	0	0	0.0%	0.0%	(1)	(204)	(25.0%)	(27.4%)
G4	DEN-AVL	DEN AVL	3	540	3	540	4	744	0	0	0.0%	0.0%	(1)	(204)	(25.0%)	(27.4%)
G4	AVL-EWR	AVL EWR	3	540	4	720	3	558	(1)	(180)	(25.0%)	(25.0%)	0	(18)	0.0%	(3.2%)
G4	EWR-AVL	EWR AVL	3	540	4	720	3	558	(1)	(180)	(25.0%)	(25.0%)	0	(18)	0.0%	(3.2%)
G4	AVL-EYW	AVL EYW	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	EYW-AVL	EYW AVL	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	AVL-FLL	AVL FLL	15	2,710	15	2,700	15	2,790	0	10	0.0%	0.4%	0	(80)	0.0%	(2.9%)
G4	FLL-AVL	FLL AVL	15	2,710	15	2,700	15	2,790	0	10	0.0%	0.4%	0	(80)	0.0%	(2.9%)
G4	AVL-HOU	AVL HOU	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	HOU-AVL	HOU AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-IAD	AVL IAD	2	360	1	180	0	0	1	180	100.0%	100.0%	2	360	-	-
G4	IAD-AVL	IAD AVL	2	360	1	180	0	0	1	180	100.0%	100.0%	2	360	-	-
G4	AVL-LAS	AVL LAS	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL MCO	3	540	4	720	4	744	(1)	(180)	(25.0%)	(25.0%)	(1)	(204)	(25.0%)	(27.4%)
G4	MCO-AVL	MCO AVL	3	540	4	720	4	744	(1)	(180)	(25.0%)	(25.0%)	(1)	(204)	(25.0%)	(27.4%)
G4	AVL-MDW	AVL MDW	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	MDW-AVL	MDW AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-MSP	AVL MSP	0	0	2	360	2	372	(2)	(360)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP AVL	0	0	2	360	2	372	(2)	(360)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL PBI	4	720	4	720	4	744	0	0	0.0%	0.0%	0	(24)	0.0%	(3.2%)
G4	PBI-AVL	PBI AVL	4	720	4	720	4	744	0	0	0.0%	0.0%	0	(24)	0.0%	(3.2%)
G4	AVL-PGD	AVL PGD	6	1,080	6	1,008	6	1,116	0	72	0.0%	7.1%	0	(36)	0.0%	(3.2%)
G4	PGD-AVL	PGD AVL	6	1,080	6	1,008	6	1,116	0	72	0.0%	7.1%	0	(36)	0.0%	(3.2%)
G4	AVL-PHX	AVL PHX	0	0	2	360	2	372	(2)	(360)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	PHX-AVL	PHX AVL	0	0	2	360	2	372	(2)	(360)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PIE	AVL PIE	12	2,180	10	1,754	13	2,358	2	426	20.0%	24.3%	(1)	(178)	(7.7%)	(7.5%)
G4	PIE-AVL	PIE AVL	12	2,180	10	1,754	13	2,358	2	426	20.0%	24.3%	(1)	(178)	(7.7%)	(7.5%)
G4	AVL-SFB	AVL SFB	9	1,630	10	1,810	11	2,028	(1)	(180)	(10.0%)	(9.9%)	(2)	(398)	(18.2%)	(19.6%)
G4	SFB-AVL	SFB AVL	9	1,630	10	1,810	11	2,028	(1)	(180)	(10.0%)	(9.9%)	(2)	(398)	(18.2%)	(19.6%)
G4	AVL-SRQ	AVL SRQ	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	SRQ-AVL	SRQ AVL	2	360	2	360	2	372	0	0	0.0%	0.0%	0	(12)	0.0%	(3.2%)
G4	AVL-VPS	AVL VPS	2	360	1	180	1	186	1	180	100.0%	100.0%	1	174	100.0%	93.5%
G4	VPS-AVL	VPS AVL	2	360	1	180	1	186	1	180	100.0%	100.0%	1	174	100.0%	93.5%
SY	AVL-MSP	AVL MSP	2	372	0	0	2	372	2	372	-	-	0	0	0.0%	0.0%
SY	MSP-AVL	MSP AVL	2	372	0	0	2	372	2	372	-	-	0	0	0.0%	0.0%
UA	AVL-DEN	AVL DEN	7	882	7	570	7	882	0	312	0.0%	54.7%	0	0	0.0%	0.0%
UA	DEN-AVL	DEN AVL	7	882	7	570	7	882	0	312	0.0%	54.7%	0	0	0.0%	0.0%
UA	AVL-EWR	AVL EWR	14	882	14	700	14	1,010	0	182	0.0%	26.0%	0	(128)	0.0%	(12.7%)
UA	EWR-AVL	EWR AVL	14	882	14	700	14	1,016	0	182	0.0%	26.0%	0	(134)	0.0%	(13.2%)
UA	AVL-ORD	AVL ORD	28	1,722	19	1,102	18	1,264	9	620	47.4%	56.3%	10	458	55.6%	36.2%
UA	ORD-AVL	ORD AVL	28	1,722	19	1,102	18	1,264	9	620	47.4%	56.3%	10	458	55.6%	36.2%
Total		646	68,100	608	65,332	632	71,344	38	2,768	6.3%	4.2%	14	(3,244)	2.2%	(4.5%)	





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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Amy Harris, Chief Financial Officer

DATE: February 6, 2026

### ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport Authority – Explanation of Extraordinary Variances  
Month of December 2025

#### SUMMARY

Operating Revenues for the month of December were \$2,754,962, 3.1% over budget. Operating Expenses for the month were \$1,622,117, 13.9% under budget. As a result, Net Operating Revenues before Depreciation were \$1,132,845. Net Non-Operating Revenues were (\$167,350). Non-Operating Revenues and Expenses are netted each month, for the month of December, total interest Expense exceeded Passenger Facility Charge and Customer Facility Charge Revenues, resulting in negative net Non-Operating Revenue.

Year-to-date Operating Revenues were \$19,930,695, 7.6% over budget. Year-to-date Operating Expenses were \$10,376,554, 1.3% under budget. Year-to-date Net Operating Revenues before Depreciation were \$9,554,141. Net Non-Operating Revenues for the year were \$96,372.

#### REVENUES

Significant variations to budget for December were:

Concessions	\$97,519	122.2%	New concessions open in Terminal Expansion
Auto Parking	\$79,900	8.5%	Parking activity exceeded monthly budget
FBOs	\$26,874	26.6%	Hangar rental and fuel flowage fee revenues exceeded monthly budget
Other Leases and Fees	\$11,694	72.2%	Rent income for Golf Course exceeded monthly budget
Rental Car – Car Rentals	(\$51,884)	(14.8%)	Rental car activity below monthly budget

Information Section – Item B



## **EXPENSES**

Significant variations to budget for December were:

Repairs & Maintenance	\$95,692	245.9%	Purchase of spare parts for Baggage Handling System – expected to last 6-8 months
Small Equipment	\$11,463	128.0%	Baggage tag supplies restocked
Other Contractual Services	(\$89,854)	(19.5%)	Terminal Security Services and Technology Contractual invoices not received during December
Professional Services	(\$33,624)	(63.1%)	Planning, Executive and Finance Department Professional Services expenses under monthly budget
Insurance	(\$15,384)	(99.6%)	Property and Casualty Insurance expenses under monthly budget
Travel and Training	(\$12,089)	(50.9%)	Reduced travel activity during December

## **STATEMENT OF NET ASSETS**

Significant variations to prior month were:

Cash and Cash Equivalents – Unrestricted Cash and Cash Equivalents decreased by \$8.7M, primarily due to payment of capital project-related invoices.

Grants Receivable – Grants receivable decreased by \$4.4M due receipt of federal grant draws requested in previous month.

Construction in Progress – Construction in Progress increased by \$8.5M mostly due to the Terminal Expansion project.

Property and Equipment, Net – Property and Equipment, net decreased by \$705.7k due to depreciation.

**ASHEVILLE REGIONAL AIRPORT**  
**STATEMENT OF FINANCIAL POSITION**  
**As of December 31, 2025**

	<b>Current Month</b>	<b>Last Month</b>
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
<b>Unrestricted Net Assets:</b>		
Cash and Cash Equivalents	\$75,563,727	\$74,350,899
Accounts Receivable	1,831,366	1,911,282
Passenger Facility Charges Receivable	274,335	355,193
Refundable Sales Tax Receivable	391,681	323,338
Grants Receivable	5,199	4,419,925
Prepaid Expenses	14,243,502	14,243,502
GASB 87 Short-term Lease Receivable	2,028,135	2,028,135
Total Unrestricted Assets	<u>94,337,944</u>	<u>97,632,274</u>
<b>Restricted Assets:</b>		
Cash and Cash Equivalents	200,531,083	210,472,796
Total Restricted Assets	<u>200,531,083</u>	<u>210,472,796</u>
Total Current Assets	<u>294,869,027</u>	<u>308,105,070</u>
<b>Noncurrent Assets:</b>		
Construction in Progress	335,811,025	327,301,250
Net Pension Asset - LGERS	(4,028,300)	(4,028,300)
Benefit Payment - OPEB	463,183	463,183
Contributions in Current Year	2,395,843	2,395,843
GASB 87 Long-term Lease Receivable	10,751,976	10,751,976
Property and Equipment - Net	<u>171,556,913</u>	<u>172,262,655</u>
Total Noncurrent Assets	<u>516,950,641</u>	<u>509,146,607</u>
	<u><u>\$811,819,668</u></u>	<u><u>\$817,251,677</u></u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Current Liabilities:</b>		
<b>Payable from Unrestricted Assets</b>		
Accounts Payable & Accrued Liabilities	48,893	110,784
Customer Deposits	122,463	122,463
Unearned Revenue	173,098	159,883
Construction Contract Retainages <sup>(1)</sup>	1,691,449	13,648,902
Revenue Bond Payable - Current	1,475,000	1,475,000
GASB 87 Short-term Deferred Revenue	2,215,167	2,215,167
Interest Payable	9,533,238	7,944,365
Total Payable from Unrestricted Assets	<u>15,259,309</u>	<u>25,676,564</u>
Total Current Liabilities	<u>15,259,309</u>	<u>25,676,564</u>
<b>Noncurrent Liabilities:</b>		
Pension Deferrals - OPEB	125,804	262,131
Other Postemployment Benefits	1,219,112	1,219,112
Compensated Absences	885,738	885,738
Net Pension Obligation-LEO Special Separation Allowance	981,137	981,137
GASB 87 Long-term Deferred Revenue	9,336,453	9,336,453
Revenue Bond Payable - 2016 - Noncurrent	7,940,000	7,940,000
Revenue Bond Payable - 2022A - Noncurrent	195,745,397	195,745,397
Revenue Bond Payable - 2023 - Noncurrent	<u>187,452,591</u>	<u>187,452,591</u>
Total Noncurrent Liabilities	<u>403,686,231</u>	<u>403,822,558</u>
Total Liabilities	<u>418,945,540</u>	<u>429,499,123</u>
<b>Net Assets:</b>		
Invested in Capital Assets	497,952,938	490,148,905
Restricted	200,531,083	210,472,796
Unrestricted	<u>(305,609,893)</u>	<u>(312,869,146)</u>
Total Net Assets	<u>392,874,128</u>	<u>387,752,555</u>
	<u><u>\$811,819,668</u></u>	<u><u>\$817,251,677</u></u>
Restricted Forfeiture Funds	6,471	6,447

<sup>(1)</sup> Reduced due to release of retainage:

\$10.9M - Hensel Phelps Construction Co. for work related to Terminal Expansion Program Phase 1  
\$535k - Kokolakis Contracting for work related to Air Traffic Control Tower project

**ASHEVILLE REGIONAL AIRPORT**  
**As of December 31, 2025**

<b><u>Institution:</u></b>	<b>Interest Rate</b>	<b>Investment Amount</b>	<b>Monthly Interest</b>
Bank of America - Operating Account	1.91%	\$ 4,343,657	18,449
NC Capital Management Trust - Cash Portfolio	3.64% *	71,219,769	222,960
Petty Cash		300	
<b><u>Restricted Cash:</u></b>			
Bank of America - PFC Revenue	1.92%	1,085,361	1,691
NC Capital Mgt Trust - PFC Revenue	3.64% *	28,318,164	89,815
NC Capital Mgt Trust - 2016 Debt Service Fund	3.64% *	866,067	2,599
NC Capital Mgt Trust - 2022A Construction	3.64% *	145,568,287	475,805
NC Capital Mgt Trust - 2022A Parity Reserve	3.64% *	15,134,871	48,002
NC Capital Mgt Trust - 2022A Capitalized Interest	3.64% *	-	-
NC Capital Mgt Trust - 2022A Debt Service	3.64% *	4,963,495	14,547
BNY Mellon - 2023 Debt Service	3.64% *	-	-
NC Capital Mgt Trust - 2023 Capitalized Interest	3.64% *	-	-
NC Capital Mgt Trust - 2023 Debt Service	3.64% *	4,594,839	13,478
<b>Total</b>		<b><u>\$ 276,094,810</u></b>	<b><u>\$ 887,346</u></b>

\* Interest Rate = 30-day yield at month end

**Investment Diversification:**

Banks	2%
NC Capital Management Trust	98%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<b><u>100%</u></b>

**ASHEVILLE REGIONAL AIRPORT**  
**STATEMENT OF CHANGES IN FINANCIAL POSITION**  
**For the Month of December 2025**

	<b>Current Month</b>	<b>Previous Month</b>
<b>Cash and Investments Beginning of Period</b>	<b>\$ 284,823,696</b>	<b>\$ 280,489,278</b>
Net Income/(Loss) Before Capital Contributions	259,753	5,060,915
Depreciation	705,742	705,742
Decrease/(Increase) in Receivables	4,507,157	(553,224)
Increase/(Decrease) in Payables	(10,417,255)	1,353,738
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(8,509,776)	(6,717,610)
Principal Payments of Bond Maturities	-	-
Capital Contributions	4,725,470	4,484,838
Forfeiture Funds	24	19
<b>Increase(Decrease) in Cash</b>	<b>(8,728,885)</b>	<b>4,334,418</b>
<b>Cash and Investments End of Period</b>	<b>\$ 276,094,810</b>	<b>\$ 284,823,696</b>

# Income Statement

Through 12/31/25

Summary Listing

Classification	MTD	YTD	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
	Actual Amount	Actual Amount				
<b><i>Operating revenues</i></b>						
Terminal space rentals - non airline	24,202	145,889	138,038	7,851	276,077	(130,188)
Terminal space rentals - airline	628,353	4,526,331	4,340,663	185,669	8,294,260	(3,767,929)
Landing fees	259,899	2,057,465	2,020,192	37,273	3,961,160	(1,903,695)
Concessions	177,336	1,154,662	581,528	573,134	1,140,250	14,412
Auto parking	1,024,900	6,518,034	6,885,000	(366,966)	13,500,000	(6,981,966)
Rental car - car rentals	298,922	2,511,421	2,555,871	(44,450)	5,011,512	(2,500,091)
Rental car - facility rent	73,621	441,724	459,394	(17,670)	883,448	(441,724)
Commerce ground transportation	41,474	361,731	271,950	89,781	555,000	(193,269)
FBOs	127,777	770,905	730,340	40,565	1,441,461	(670,556)
Building leases	5,336	31,967	12,839	19,128	25,677	6,290
Land leases	65,248	411,919	434,566	(22,647)	869,131	(457,212)
Other leases and fees	27,894	998,648	97,201	901,447	194,402	804,246
<b><i>Operating revenues Totals</i></b>	<b>\$ 2,754,962</b>	<b>\$ 19,930,695</b>	<b>\$ 18,527,581</b>	<b>\$ 1,403,114</b>	<b>\$ 36,152,378</b>	<b>\$ (16,221,683)</b>
<b><i>Non-operating revenue and expense</i></b>						
Customer facility charges	236,198	1,996,715	1,428,000	568,715	2,800,000	(803,286)
Passenger facility charges	276,643	1,941,451	675,000	1,266,451	4,500,000	(2,558,549)
Storm relief revenues	-	-	-	-	-	-
Storm relief expenses	-	-	-	-	-	-
GASB 87	-	-	-	-	-	-
Interest revenue	887,346	5,647,157	2,400,000	3,247,157	4,800,000	847,157

# Income Statement

Through 12/31/25

Summary Listing

Classification	MTD	YTD	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
	Actual Amount	Actual Amount				
Interest expense	(1,588,873)	(9,533,238)	(9,562,790)	29,551	(19,125,581)	9,592,343
Bond premium revenue	-	-	-	-	-	-
Bond expense	-	-	-	-	-	-
Gain or loss on disposal of assets	-	22,800	-	22,800	-	22,800
P-card rebate	21,237	21,237	-	21,237	-	21,237
Miscellaneous	100	250	-	250	-	250
<i>Non-operating revenue and expense Totals</i>	<b>(167,350)</b>	<b>96,372</b>	<b>(5,059,790)</b>	<b>5,156,161</b>	<b>(7,025,581)</b>	<b>7,121,953</b>
Capital contributions	<b>4,725,470</b>	<b>29,690,358</b>	-	<b>29,690,358</b>	-	<b>29,690,358</b>
<b><i>Operating expenses</i></b>						
Personnel services	904,300	5,684,499	5,807,136	(122,637)	13,728,454	(8,043,955)
Professional services	19,704	208,112	245,106	(36,994)	639,935	(431,823)
Other contractual services	370,889	2,434,081	2,303,714	130,367	5,528,913	(3,094,832)
Travel and training	11,682	57,872	118,856	(60,984)	285,255	(227,383)
Communications	4,173	44,812	34,752	10,061	83,405	(38,593)
Utility services	48,495	353,563	227,240	126,323	545,375	(191,812)
Rentals and leases	1,967	11,178	26,879	(15,701)	64,510	(53,332)
Insurance	62	645,572	664,193	(18,621)	772,318	(126,746)
Advertising, printing and binding	1,361	8,382	5,979	2,403	14,350	(5,968)
Promotional activities	26,848	63,815	156,552	(92,736)	375,725	(311,910)
Other current charges and obligations	2,823	21,326	42,354	(21,028)	101,650	(80,324)

# Income Statement

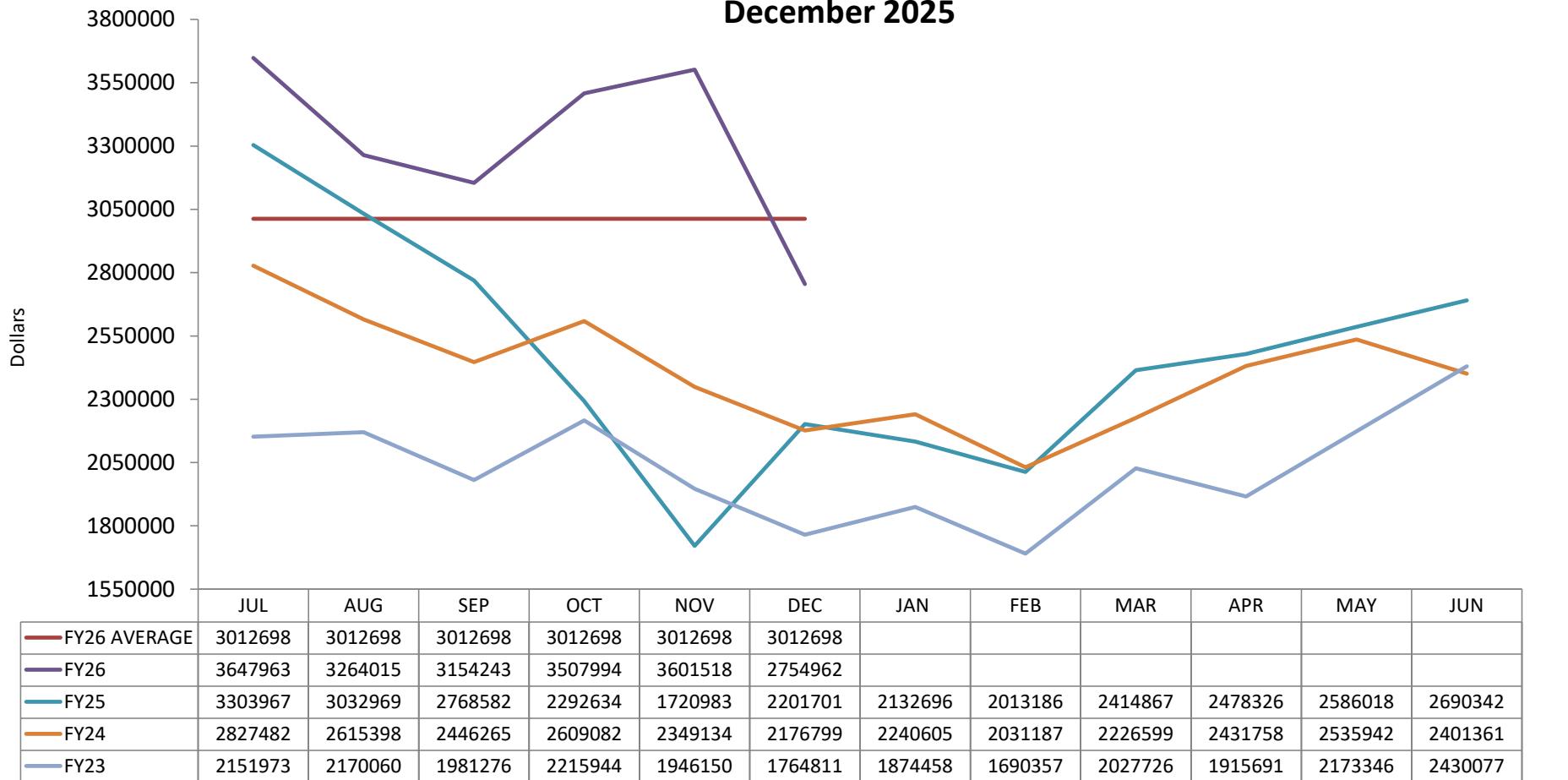
Through 12/31/25

Summary Listing

Classification	MTD	YTD	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
	Actual Amount	Actual Amount				
Operating supplies	73,185	357,957	371,760	(13,803)	892,224	(534,267)
Publications, subscriptions, memberships, etc.	1,599	62,785	35,308	27,476	84,739	(21,954)
Repairs and maintenance	134,609	230,923	194,584	36,340	467,000	(236,077)
Small equipment	20,421	50,753	44,791	5,962	107,500	(56,747)
Contingency	-	-	41,666	(41,666)	100,000	(100,000)
Emergency repairs	-	-	20,834	(20,834)	50,000	(50,000)
Business development	-	140,921	166,666	(25,745)	400,000	(259,079)
<i>Operating expenses Totals</i>	<b>1,622,117</b>	<b>10,376,554</b>	<b>10,508,371</b>	<b>(131,818)</b>	<b>24,241,353</b>	<b>(13,864,799)</b>
<i>Depreciation</i>						
Depreciation	705,742	4,234,453	-	-	-	4,234,453
<i>Depreciation Totals</i>	<b>705,742</b>	<b>4,234,453</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,234,453</b>
<b>REVENUE TOTALS</b>	<b>7,313,082</b>	<b>49,717,425</b>	<b>13,467,791</b>	<b>36,249,634</b>	<b>29,126,797</b>	<b>20,590,628</b>
<b>EXPENSE TOTALS</b>	<b>2,327,859</b>	<b>14,611,007</b>	<b>10,508,371</b>	<b>(131,818)</b>	<b>24,241,353</b>	<b>(9,630,346)</b>
<b>Grand Total Net Gain (Loss)</b>	<b>4,985,223</b>	<b>35,106,418</b>	<b>2,959,420</b>	<b>36,381,451</b>	<b>4,885,444</b>	<b>30,220,974</b>

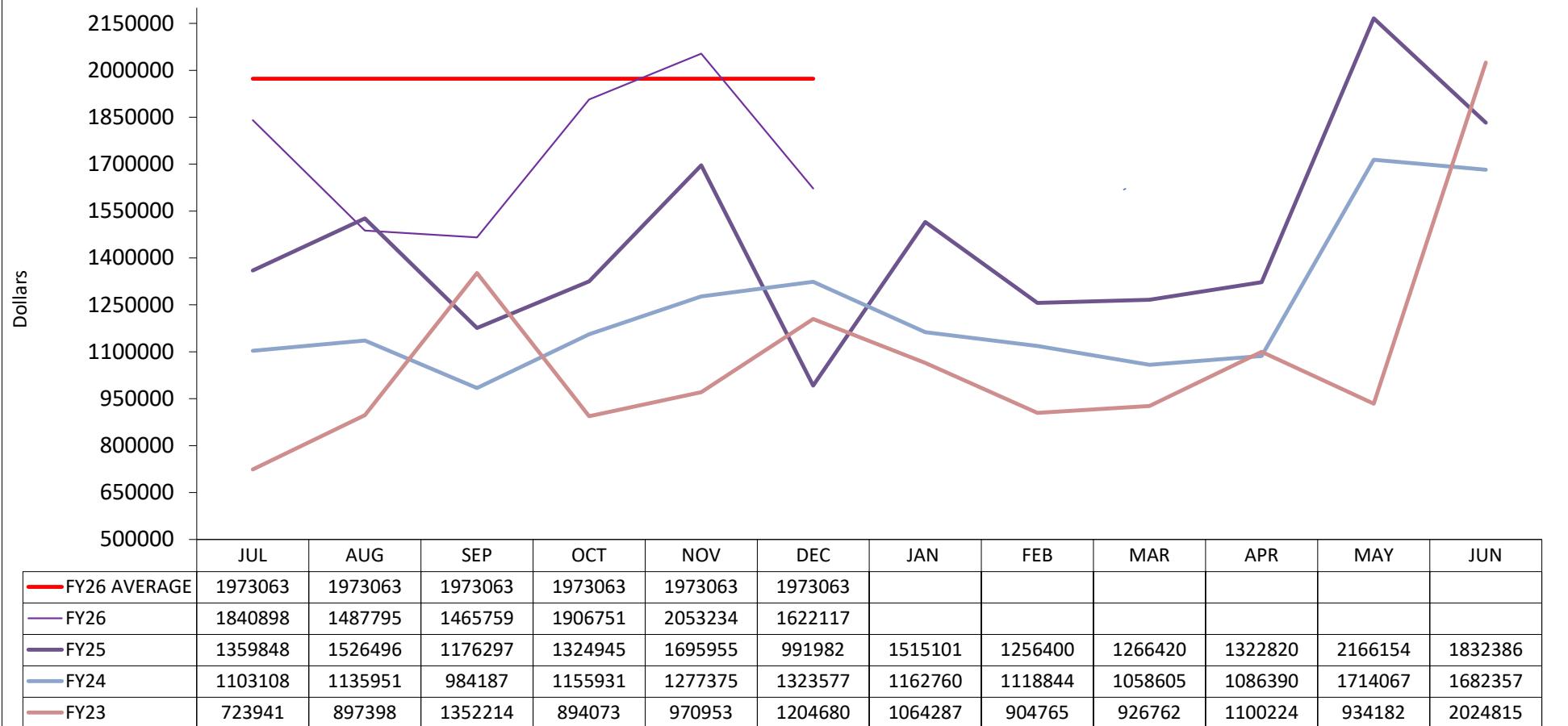
## Annual Operating Revenue By Month

### December 2025

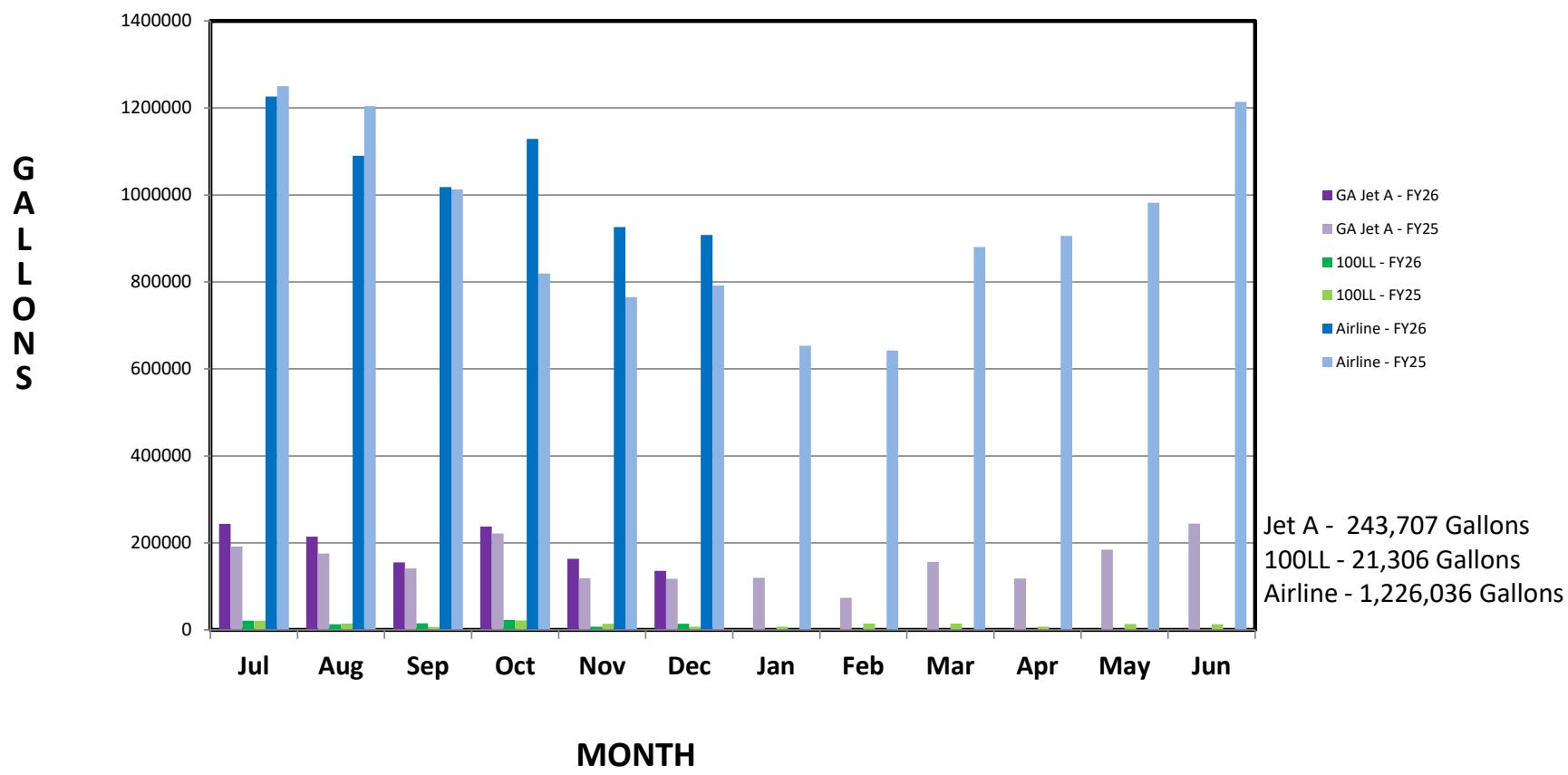


## Annual Operating Expenses by Month

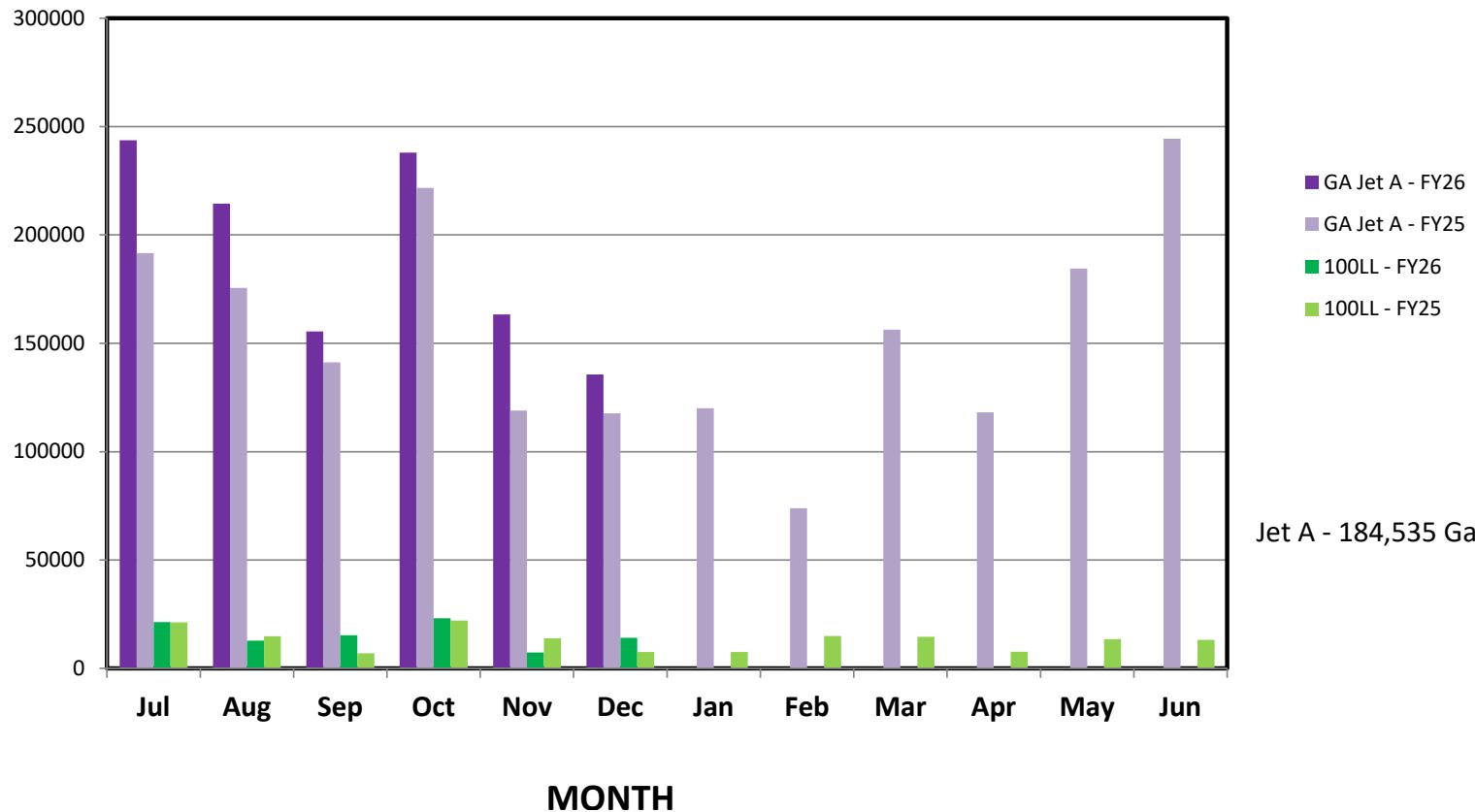
### December 2025



ASHEVILLE REGIONAL AIRPORT  
FUEL SALES - GALLONS  
December 2025



ASHEVILLE REGIONAL AIRPORT  
GENERAL AVIATION FUEL SALES - GALLONS  
December 2025



Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 2/1/2026)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 2/1/2026)	Start Date	End Date	Current Project Status (as of 2/1/2026)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$8,634,766	60.4%	\$21,243,560	92.5%	\$19,648,212	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,998,796	N/A	N/A	\$0	0.0%	\$1,998,796	39.2%	\$782,677	Jul-23	Dec-27	Project management continues.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	91.0%	\$4,576,466	Mar-21	Nov-25	Project in closeout with design team.
4	Air Traffic Control Tower	RPR Services	Parsons Transportation Group, Inc.	\$385,804	N/A	N/A	\$0	0.0%	\$385,804	90.4%	\$348,717	May-24	May-26	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	97.9%	\$1,012,561	Jul-21	Feb-26	Received Master Plan approval from FAA. CHA finalizing documents.
7	Taxiway A Rehabilitation	Design and Construction Administration	AVCON	\$1,129,142	N/A	N/A	\$0	0.0%	\$1,129,142	61.3%	\$692,000	Jun-24	Oct-26	Scope reduced. Only received one bid well over budget. Design team meeting with bidder.
8	RON Apron	Design and Construction Administration	McFarland Johnson	\$408,380	N/A	N/A	\$143,260	0.0%	\$551,640	72.4%	\$399,489	Nov-24	Mar-26	Contract prepared for February Board Meeting.
9	Overlook Parking Lot	Design and Construction Administration	Kimley-Horn	\$1,778,149	N/A	N/A	\$316,662	0.0%	\$2,094,811	71.4%	\$1,495,443	Nov-24	Mar-26	Preconstruction meeting completed. Construction to begin in March. Stormwater Improvements design at 60%.
10	Parking Garage & Roadway Improvements	Design and Construction Administration	McFarland Johnson	\$4,964,318	N/A	N/A	\$0	0.0%	\$4,964,318	7.6%	\$377,793	Mar-25	Mar-27	Planning phase design services progressing. Finalizing Parking Program Report.
11	Airport Entrance	Planning & Conceptual Design	McFarland Johnson	\$91,275	N/A	N/A	\$0	0.0%	\$91,275	0.0%	\$0	Sep-25	Sep-26	Planning phase is progressing.
Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 2/1/2026)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 2/1/2026)	Start Date	End Date	Current Project Status (as of 2/1/2026)
1	Terminal Building Modernization - CMR Construction	Utilities relocation, Central Energy Plant, Equipment Purchase, Terminal building construction	Gresham Smith	Construction Cost	Hensel Phelps	\$346,881,091	\$37,107,495	0.00%	\$383,988,586	63.0%	\$242,065,169	Jan-22	Apr-28	Airside and Landside of legacy terminal demolition complete. Baggage Claim expansion progressing. Aggregate piers progressing for North Concourse.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	\$2,968,017	0.00%	\$47,312,069	99.1%	\$46,892,693	Dec-22	Dec-25	Contractor working on Punchlist. FAA installation progressing.
3	Overlook Parking Lot	Construction of Overlook Parking Lot and WBW extension	Kimley-Horn	Construction Cost	K.West Group	\$8,669,616	\$0	0.00%	\$10,236,616	0.0%	\$0	Nov-25	Sep-26	Preconstruction meeting completed. Construction to begin in March.
4	RON Apron	Construction of the RON Apron	McFarland Johnson	Construction Cost	K.West Group	\$0	\$0	0.00%	\$0	0.0%	\$0	Feb-26		Pending Board Approval

\*(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

