



A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM
ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT

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**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Thursday, October 31, 2013, 3:00 p.m.
GIAA TERMINAL CONFERENCE ROOM #3**

1. CALL TO ORDER AND ATTENDANCE

The October 31, 2013, regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Untalan at 3:02 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Edward G. Untalan
Jesus Q. Torres
Lucy M. Alcorn
Rosalinda A. Tolan
Pedro P. Ada III

Offices or positions:

Chairman
Vice Chairman

Directors Absent:

Martin J. Gerber (Excused)

GIAA Officials:

Charles H. Ada II
Peter Roy Martinez
Carlos P. Bordallo
Frank R. Santos
Jean M. Arriola
Gerard Bautista

Executive Manager
Deputy Executive Manager
Comptroller
Business and Financial Consultant
Air Services Manager
Air Terminal Manager

Janalynn Cruz Damian, Esq.

GIAA Legal Counsel

The Chairman welcomed the presence of Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet made as an attachment to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Director Tolan, seconded by Director Ada, unanimously approved, the agenda was approved as amended as follows: Add presentation under

Correspondence from members of the Guam Harmony Lions Club, and two (2) items under Old Business: GIAA By-Laws and Board Standing Committees.

3. APPROVAL OF MINUTES

The next item on the agenda was approval of the minutes of the September 19, 2013 regular meeting. Chairman Untalan requested that the Board table the regular meeting minutes; he would like to see the minutes in a new summarized format. The Board had no objection.

4. CORRESPONDENCE

The next item on the agenda was Correspondence. The Board welcomed Mr. Sonny Tolentino, Mr. Rey Acierto, and Mr. Art Salomes of the Guam Harmony Lions Club who were present to formally present their request to donate a Welcome to Guam sign to the Authority. They thanked the Board and proceeded with their presentation. After the presentation, Chairman Untalan announced that the request was submitted at the last Board meeting and was referred to Management to come up with a marketing plan to insure that the request fits in with the Airports overall marketing vision. Discussion followed relative to signage policy and the Airport's marketing plan. Chairman Untalan requested that Management work on a Signage Policy and submit it to the Board at the next meeting before the Board considers any request.

Still with Correspondence, the Executive Manager informed the Board of an email from Senator Tom Ada's office to the Comptroller in reference to Bill 157 and specific language in GIAA's Bond Indenture. The Chairman informed the Board that he was proposing a Board Standing Committee to oversee Legal/Legislative/Regulatory matters, which would assist with these types of concerns.

5. MATTERS FOR BOARD RATIFICATION/APPROVAL

A. Ratification of FAA Grant Agreement AIP Project No. 3-66-0001-086 – Rehabilitate Runway 06L/24R – Phase III

Mr. Frank Santos, GIAA Business and Financial Consultant, briefly outlined the project. Discussion followed and the Chairman inquired about the Airport's share, to which Mr. Santos reported that the sponsor's share is \$99,332.00 and is budgeted under Capital Improvement Funds. After further discussion, on motion duly made by Director Ada, seconded by Vice Chairman Torres, the following resolution was unanimously approved:

Resolution No. 14-02

The Board hereby approves FAA Grant Agreement AIP Project No. 3-66-0001-086 – Rehabilitate Runway 06L/24R – Phase III.

- B.** Ratification of FAA Grant Agreement AIP Project No. 3-66-0001-087 – Acquire One Aircraft Rescue and Fire Fighting (ARFF) Vehicle
- C.** Ratification of FAA Grant Agreement AIP Project No. 3-66-0001-088 – Update Airport Master Plan Study

The Executive Manager reported that item (B) is an FAA Grant Agreement in the amount of \$1,017,000.00 at 100%, there is no sponsor share.

The Manager went on to present a brief summary of item (C). Mr. Santos reported that the amount is \$500,000.00 with the Airports share being \$55,055,50.00.

After further discussion, on motion duly made by Director Ada, seconded by Director Tolan, the following resolution was unanimously approved:

Resolution No. 14-03

The Board hereby approves FAA Grant Agreement AIP Project No. 3-66-0001-087 – Acquire one Aircraft Rescue (ARFF) Vehicle and FAA Grant Agreement AIP Project No. 3-66-0001-088 – Update Airport Master Plan Study.

D. Approval of Optimization of Existing Outbound Baggage System Contract

Mr. Frank Santos presented a summary of item D, adding that the Other Transaction Agreement for funding of this project was approved at the last Board meeting, therefore the above mentioned item is relative to the purchase of equipment. Utilizing sole source procurement GIAA seeks to procure Baggage Handling System (BHS) equipment from Siemens Industry, Inc. (Siemens), the original manufacturer, in the amount of \$17,995,424.00. Mr. Santos informed the Board that Siemens is the original manufacturer of GIAA BHS and GIAA needs to go with Siemens because of compatibility of equipment and TSA will not fund a whole new system. Based on the determination of sole source procurement, Management is recommending that the Board approve the Siemens proposal as presented. Discussion followed relative to the Authority's share and sole source procurement, with Director Ada expressing his concern with procuring equipment from a sole source provider and inquired why the Authority is in a situation where it is 'married' to a single provider. Director Alcorn responded stating that TSA will not fund a complete replacement of the equipment, only a partial replacement. The only way to proceed is to go with the same original manufacturer. After further discussion, on motion duly made by Director Ada, seconded by Director Alcorn, the following resolution was unanimously approved:

Resolution No. 14-04

The Board hereby approves Management's recommendation of sole source procurement for the Baggage Handling System from the original manufacturer, Siemens Industry Inc. (Siemens).

E. Approval of Board Resolution No. 14-01: Agreement for Legal Services with Fisher & Associates

The Executive Manager stated that item (E) is a proposed Board Resolution relative to the extension of the Agreement for Legal Services (Conflict Counsel) with Fisher & Associates for an additional one (1) year period. Discussion followed relative to the firm's workload and fees for the past year, with the Executive Manager responding that the firm has had minimal workload and the fees paid to the firm has been approximately \$54,000.00.

After further discussion, on motion duly made by Director Tolan, seconded by Director Alcorn, the following resolution was unanimously approved:

Resolution No. 14-01

WHEREAS, an Agreement for Legal Services – Conflicts Counsel (the "Conflicts Counsel Agreement") was entered into in December 2011, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA") and Fisher & Associates; and

WHEREAS, the Conflicts Counsel Agreement provides for a term of one year with four options to extend for a period of one year each, not to exceed a total contract period of five years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of conflicts legal counsel and that it is in the best interests of GIAA to extend the term of the Conflicts Counsel Agreement for an additional one year period commencing on December 1, 2013, under the same terms and conditions as set forth in the Conflicts Counsel Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the Conflicts Counsel Agreement for an additional one year period commencing on December 1, 2013, under the same terms and conditions as set forth in the Conflicts Counsel Agreement.

- F. Ratification of Quarterly Travel**
- G. Ratification of Disbursements**

The next items on the agenda were the Ratification of Quarterly Travel, and Ratification of Disbursements. Chairman Untalan inquired with Management if it possible to get a travel calendar for the year and if the travel requests may be brought before the Board prior to the traveler travelling that way instead of ratifying after travel. Chairman stated that a travel calendar and budget is approved at the beginning of the year, so no further Board approval is necessary. The Chairman noted that the exceptions would be for unbudgeted travel or travel by Board members or non-GIAA employees.

Director Ada inquired on who reviews the travel reports submitted post travel. The Executive Manager responded that the reports are reviewed first by the Airports Human Resource department and finally through his office, giving him the authority to request for a more in depth trip report if required. Director Ada stated that not all trips and conferences are worth the travel, and asked who makes that judgment call. The Executive Manager replied it would be himself to review that.

Ms. Jean Arriola added that Management follows the existing travel policy, so all travel is approved by the Executive Manager except non-Airport employees and Board members; those have to go before the Board. She also added that she understood the Chairman wanted to change the ratification of disbursements also, stating that it is very similar to the ratification of travel.

Chairman Untalan stated that travel authorizations should be submitted by Ms. Arriola's division, certified by the Comptroller that the funds are available, and finally approved by the Executive Manager.

The Chairman than went on to discuss the ratification of disbursements. He informed the Board that there are an overwhelming amount of disbursement requests to be signed, sometimes daily. He stated that he looked into prior Board resolutions as to the history behind the policy, and there are already controls and procedures in place, such that if a request for disbursement comes in, the Comptroller will need to certify that it is budgeted, then it would go to the Executive Manager for final approval. If the check is over \$100,000.00, then dual signatures are required. The Chairman stated that he would like to review the policy to see if Board approval is required for disbursements for contracts already approved by the Board. The Chairman added that these items, travel and expenditure report would be reported in the Comptroller's Financial Report.

Director Ada inquired if it is the Board or the Chairman that approves the travel for non-airport employees such as senators. Ms. Janalynn Damian responded that the Board would have to give the Chairman the authority to make that decision. Director Ada stated that he would like to take the next step and authorize the Chairman to approve both Board members and non-airport employee travel. Chairman Untalan added that as long as it is within the budget.

Going back to the disbursement requests, Chairman stated that he would like to minimize the amount of items that he is signing off on, and informed the Board that at the moment he is signing off on items such as retirement, power and water, that these are day-to-day operations expenses. Director Ada announced that there are good points brought up relative to the ratifications and requested that there be a resolution drawn up that is adopted by the Board that says what is required of the Chairman and what can be handled by the Executive Manager.

The Comptroller added that the current Board policy refers to Board approval of contracts, it doesn't actually require Board approval of disbursements. It was a prior controller that went further to apply that to disbursements, that is why the Chairman is signing all of the disbursements and they're being ratified, it wouldn't really require a resolution to get rid of the ratification of disbursements policy, because GIAA is not following the policy, it has been embellished with additional requirements. Director Alcorn inquired as to what are the actual requirements. The Comptroller replied that contracts over \$50,000.00 require Board approval. Director Alcorn inquired anything and everything over \$50,000.00. Ms. Janalynn Damian responded that the Board already approves those contracts anyway when approving procurement items, so there should be no need for further Board approval for disbursement made under contracts that are already Board-approved. The Chairman requested that Legal Counsel look at existing resolutions and if there is a need to pass a new resolution. The Comptroller added for clarification that he felt that a motion wasn't needed as he didn't see anything in prior Board minutes that the ratification of disbursements was even an adopted policy; from his understanding it was an agreement between a former Chairman and former Controller that was implemented as an added control measure and not a Board policy.

After further discussion, on motion duly made by Vice Chair Torres, seconded by Director Tolan, the following resolution was unanimously approved:

Resolution No. 14-05

The Board hereby ratifies and approves the expenditures for travel set forth in the Travel Report for FY2013 Fourth Quarter (July – September 2013), and the disbursements over the \$50,000.00 threshold made by GIAA to various vendors during the period of September 13 – October 25, 2013, as presented to the Board.

6. OLD BUSINESS

A. Executive Manager's Report

The next item on the agenda was the report of the Executive Manager. The Executive Manager reported on various matters concerning airlines and charter operations to include Avia Charters and HIS Tour officials meeting with Airport officials on October 22,

2013 to discuss the commencement of once weekly charter services by Oren Air from Khabarovsk and Vladivostok, Russia. The Inaugural flight for Khabarovsk/Guam is scheduled for November 7, 2013 with an arrival time of 1:40 p.m. and scheduled every Thursdays through March 2014. The inaugural flight for Vladivostok/Guam is scheduled for November 8, 2013 with an arrival time of 12:45 p.m., operating on Fridays through March 2014.

Reporting on financial issues, the Manager informed the Board that the Entrance Audit with Ernest & Young is tentatively scheduled for mid-November, 2013. The Manager also noted that local legislators were invited via the media to hopefully address some of the concerns relative to the Airports financial matters.

Relative to Legislative issues, the Manager reported that a roundtable discussion was held October 23, 2013 at the Legislative Session Hall on the Customs Users Fees which recently increased from \$6.36 to \$8.29 per passenger. The User Fees offsets the rent Customs pay for space in the Terminal and the Integrated Air Cargo Facility.

The Executive Manager made announcements to the Board such as the Veterans Day Event planned for November 8, 2013, where the Families of Guam's Fallen Heroes will be presented the banners now on display in the East Ticket Lobby. A digital presentation on a flat screen will honor Guam's Fallen Brave thereafter.

Lastly, the Manager announced that the Authority hosted the 9th Airports Council International Asia-Pacific Small and Immerging Airports Seminar from October 6 – 8, 2013 and ended on a very successful note with delegates rating Guam as a very favorable conference location. The Manager thanked all Board members who attended the Developing Nations training on Airport Finance and to all Board, Management and staff who participated in the conference as part of the committee or attending participants. Director Ada announced that the conference was very educational and the fact that the GIAA is a member of ACI is very good.

At this time Director Tolan presented two (2) certificates of appreciation to the A.B. Won Pat International Airport Authority, Guam:

- For Outstanding Support in Hosting the CIFAL Atlanta – Unitar ACI DNA Seminar October 6 – 8, 2013
- In recognition of Outstanding Support Shown in Organization of the 5th ACI Developing Nations Assistance Seminar, "Economics for Small and Regional Airports"

Chairman Untalan announced that he had a few matters for the Board to consider. First regarding the legislative issues, does GIAA still have Senator BJ Cruz pursuing the Legal Counsel fees. The Executive Manager responded that there are two (2) items that GIAA

is responding to, the first being the Attorneys fees, the second being the Customs rent issue. Chairman Untalan inquired if all of the Board is aware of the legal billing issues, and went on to explain that the Airport has spent approximately 1.3 million in legal fees, which the Senator has been looking at. Of the 1.3 million approximately \$900,000.00 is related to the Specialty Retail Concession, which GIAA seeks reimbursement from Lotte Duty Free. The Comptroller confirmed that the Airport was reimbursed approximately \$900,000.00. The Chairman asked that the Executive Manager report on the Customs rent. The Manager replied that the Senator is requesting for lease agreements, and the Authority had to look at any security concerns prior to releasing the requested leases since they are with TSA. The Executive Manager stated that the Airport is working with the attorneys regarding this.

The Chairman asked that the Manager also update the Board regarding the Transit Door otherwise known as Door 202. As customers exit Immigration, rather than going out through Guam Customs, there is a door to the left which is opened up for Transit customers, once opened, it's open to the public. The Executive Manager informed the Board that there are security concerns from law enforcement such as US Customs, TSA, Airport Police and even US Department of Agriculture as customers are not clearing Guam Customs. Discussion followed relative to the concerns of the Transit Door and possible solutions.

The Chairman at this time went back to the ACI Seminar, stating that the brief time that he did attend the conference he thought it was very well conducted, and went on to inquire on the Authority's marketing plan, budget and revenue measures. Discussion followed relative to digital, modern marketing. Director Ada thanked the Airport Management and staff who organized the Conference.

B. Financial Report

The next item on the agenda was the report of the Comptroller. The Comptroller provided a report to the Board on the Revenues and Expenses of the Authority as of September 30, 2013. Mr. Bordallo reported that year-to-date Total Signatory Revenues are above budgeted revenues by 6.9% and year-to-date Total Concession Revenues and Passenger Facility Charges are above budget estimates by 10.6% and 9.8%, respectively. Further, year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues, are above the budget estimate by 14.2%. Year-to-date Total Operating Revenues Actual of \$65.1M is 9.7% above the budget estimate of \$59.3M. Year-to-date Total Operating Expenses are below budget by -9.8%. The actual year-to-date Net Revenues from Operations of \$28.6M reflects an increase of 51.6% over the year-to-date budgeted amount of \$18.9M. The Authority's year-to-date results for Debt Service Coverage is at 2.06 versus the requirement of 1.25.

C. Legal Counsel's Report

No report presented.

D. Status of Capital Improvement Programs

Mr. Frank Santos, Business and Financial Consultant presented the UDO analysis and a list of Bond Projects, stating that since the Board approved the Bond project list there have been some changes to account for constructability and grants that the Airport has received. Three projects, namely the International Arrivals Corridor, Phase III seismic upgrades, and Phase IV seismic upgrades, have been combined into one, namely the International Arrival corridor with Building Seismic Upgrades, with the total cost at \$53.9M. Of that amount, \$40.7M will be paid using Bond proceeds. Mr. Santos also reported on the next significant change, to Project number two (2), the Hold Bag Screening Relocation. Twenty Million Dollars in the Bond proceeds were allocated for this project, however because of the \$24M received from TSA, only \$1M will be paid using Bond proceeds. Project number five (5), Integrated Passenger Loading Bridges Replacement, also has a change with \$2M worth of Federal Grants was added, so instead of \$8.2M in Bond proceeds it will now be \$6.2M.

Mr. Santos informed the Board that a line item was added for the costs associated with complying with the Percent for the Arts Law, in the amount of \$639,000.00. The last issue Mr. Santos reported was unencumbered proceeds as a result of the federal grants that were incorporated in the amount of \$16.2M, also called a contingency, so \$5.9M of Airport funds were moved to Bond proceeds.

Discussion followed relative to current and future projects needed, including the painting of the terminal, with Mr. Santos informing the Board that it has not been painted since 2004. Mr. Santos informed the Board that Management requests Board's concurrence with regard to the changes made to the Bond Project List, including combining the Arrivals Corridor with two phases of Seismic Upgrades; Transferring GIAA funds to Bond Proceeds; Providing for the allowance for the Percent for the Arts Law; and lastly to create a line item for the unencumbered proceeds.

On motion duly made by Director Ada, and seconded by Director Tolan, the following resolution was unanimously approved:

Resolution No. 14-06

The Board hereby approves the changes made to the Capital Improvement Projects Bond Projects List as presented:

- Combining the International Arrivals Corridor project with the Phase III Seismic Upgrades project and the Phase IV Seismic Upgrades Project;
- Reducing the Bond Proceeds allocation for the Hold Bag Screening Project from \$20M to \$1.169M as a result of \$24.899 in Federal Funding;
- Reducing the Bond Proceeds allocation for the Integrated Passenger Loading Bridges Replacement Project from \$8.2M to \$6.2M because of \$2M in Federal Funding;
- Adding an allowance of \$639,000 for compliance with the Percent for the Arts Law; and
- Creating a line item for Unencumbered Proceeds, which is now at \$16.271M.

Mr. Santos then updated the Board on open AIP Grant projects. With regard to the Instrument Landing System (ILS) Runway 6L, Phase I and II, AIP Project number's 3-66-0001-74 and 3-66-0001-78, Mr. Santos informed the Board that the total project cost is \$9.4M, and the Airport's share is at \$7.3M, thus the funding shortfall is slightly above \$2M. The plan is to recover the shortfall through grant amendments and other FAA grants for FY2014, which also amounts to \$2,092,000.00. Management is requesting that the Board allow the use of the Airport's own funds to fund the shortfall. In the summer of 2014, which is grant season, the FAA will be providing the Airport the amendments to the additional grants. He informed the Board that this is similar to AIP 85 where the Airport was reimbursed the \$2M; that \$2M will be the source of funding for this shortfall.

The second project, Rehabilitate Runway 6L/24R, Phase II and III, AIP Project number's 3-66-0001-84 and 3-66-0001-86, these projects are just starting, there's two (2) phases. The total cost is projected at \$13.2M, current funding sources are slightly above \$8M, and thus the funding shortfall is \$5.2 M. The FAA will equalize that shortfall with a FY2014 grant in the amount of \$4.7M plus the Airport's share. Mr. Santos stated that this is to reserve the funds for certification of funds that are available. The source of these funds is the \$5.9M that was transferred from GIAA funds to Bond proceeds, again he informed the Board it will be reimbursed by the FAA. Management is requesting Board authorization to pre-fund or reserve the money for both projects.

Discussion followed relative to FAA reimbursement timeline. Chairman Untalan reminded the Comptroller of GIAA's cash flow or cash on hand. The Comptroller responded informing the Chairman that the preliminary number for cash on hand based on what he previously provided went from 274 up to 290. Chairman stated that this is a big credit rating issue, how much cash the Airport has on hand to be able to handle operation should a disaster occur.

After further discussion, on motion duly made by Director Tolan, and seconded by Vice Chair Torres, the following resolution was unanimously approved:

Resolution No. 14-07

The Board hereby approves the request to fund the shortfall for the Instrument Landing System (ILS) Runway 6L, Phase I and II, AIP Project numbers 3-66-0001-74 and 3-66-0001-78 in the amount of \$2M; and Rehabilitate Runway 6L/24R, Phase II and III, AIP Project number's 3-66-0001-84 and 3-66-0001-86 in the amount of \$5.2M, both to be fully reimbursed mid-2014.

E. GIAA By-Laws

Chairman Untalan presented a redraft of GIAA Board By-Laws, and asked that the Board review the draft, which will be presented for Board action at the next regular meeting.

F. Board Standing Committees

The Chairman presented a draft of the Board Standing Committees for the Board's review and will be presented for approval at the next regular meeting. He informed the members that a lot of issues have come up recently and he feels that it is very appropriate that the Board start to get involved.

7. NEW BUSINESS

No New Business presented.

8. EXECUTIVE SESSION

Legal Counsel announced that there will be no Executive Session.

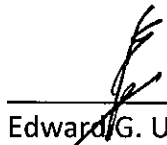
9. PUBLIC COMMENTS

The next item on the agenda was Public Comments. Chairman Untalan called upon any public member wishing to make comments. There were none.

10. ADJOURNMENT

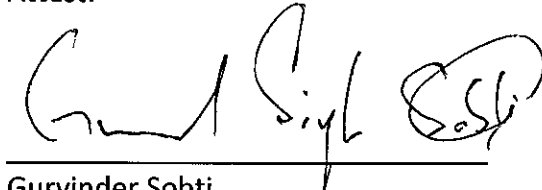
There being no further business to address before the Board, on motion duly made by Director Ada, seconded by Director Alcorn, unanimously approved, at 5:13 p.m., the meeting was adjourned.

Dated this 17th, day of December, 2013.




Edward G. Untalan
Chairman

Attest:



Gurvinder Sobti
Secretary

Prepared and Submitted By:



Amanda O'Brien-Rios
Corresponding Secretary



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BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Thursday, October 31, 2013

Terminal Conference Room No. 3

AGENDA

- 1. Call to Order and Attendance**
- 2. Approval of Agenda**
- 3. Approval of Minutes**
 - A. September 19, 2013 Regular Meeting**
- 4. Correspondence**
- 5. Matters for Board Ratification/Approval**
 - A. Ratification of FAA Grant Agreement AIP Project No. 3-66-0001-086 - Rehabilitate Runway 06L/24R – Phase III**
 - B. Ratification of FAA Grant Agreement AIP Project No. 3-66-0001-087 - Acquire One Aircraft Rescue and Fire Fighting (ARFF) Vehicle**
 - C. Ratification of FAA Grant Agreement AIP Project No. 3-66-0001-088 - Update Airport Master Plan Study**
 - D. Approval of Optimization of Existing Outbound Baggage System Contract**
 - E. Approval of Board Resolution No. 14-01: Agreement for Legal Services with Fisher & Associates**
 - F. Ratification of Quarterly Travel**
 - G. Ratification of Disbursements**
- 6. Old Business**
 - A. Executive Manager's Report**
 - B. Financial Report**
 - C. Legal Counsel's Report**
 - D. Status of Capital Improvement Programs**
- 7. New Business**
- 8. Executive Session**
- 9. Public Comment**
- 10. Adjournment**



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES



AIRPORTS COUNCIL
INTERNATIONAL



National Association of State Aviation Officials



THE INTERNATIONAL AIR CARGO ASSOCIATION



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

BOARD OF DIRECTORS REGULAR MEETING

3:00 P.M., THURSDAY, OCTOBER 31, 2013

GIAA TERMINAL CONFERENCE ROOM #3

SIGN IN SHEET

<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1. LION SONNY TOLENTINO	HARMONY LIONS CLUB GUAM
2. LION REY ACERD	ASIA PACIFIC
3. LION ART SALOMES	TURNER
4. VIGOR J. CALZ	GIAA.
5. CHUCK ADA	GIAA
6. JEAN ARRIOLA	GIAA
7. BENNY BAZA	ARFF
8. MANA EDWARD	GIAA
9. Raymond T. Mantuona	ARFF
10. Gerard B. Bautista	ATM
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Apple unveils iPad Air Tepid job growth backs Fed's stance

SAN FRANCISCO (AP) — Apple Inc. is refreshing its iPad lineup in hopes of reclaiming lost ground in the tablet market and slashing the prices of its Mac computers to intensify the pressure on the beleaguered makers of PCs running Microsoft's Windows.

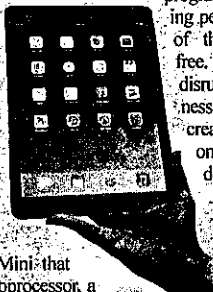
Tuesday's unveiling of Apple's latest products primes the company for a holiday shopping season onslaught aimed at a list of rivals that includes Google Inc., Samsung Electronics, Amazon.com Inc. and Microsoft Corp.

A thinner, lighter and faster-running tablet computer called the iPad Air highlighted the event in San Francisco. Apple Inc. also showed off a souped-up iPad Mini that boasts a faster microprocessor, a

high-definition display screen and a higher price than its predecessor.

In a surprise, Apple is introducing slightly revamped MacBook Pros at prices 9 percent to 13 percent below the previous versions. What's more, Apple is giving away its latest Mac operating system — Mavericks — for free, as well as several pieces of software.

Ovum analyst Jan Dawson thinks Apple's giveaway of the operating system and software programs "is now teaching people to expect both of those things to be free. While this won't disrupt Microsoft's business overnight, it will create further pressure on Microsoft to bring down prices."



An Apple employee holds up the new iPad Air on Oct. 22 in San Francisco. AP

WASHINGTON (Reuters) — U.S. employers added far fewer workers than expected in September, suggesting a loss of momentum in the economy that will likely add to the Federal Reserve's caution in deciding when to trim its monthly bond purchases.

Nonfarm payrolls increased by 148,000 workers last month, the Labor Department said on Tuesday. While the job count for August was raised, the employment gain in July was revised lower and was the weakest since June 2012.

The closely watched report suggested the economy lost steam even before an acrimonious budget fight that led to a damaging 16-day partial shutdown of the federal government.

"The numbers indicate that the economy is growing at a modest pace at best," said Sung Won Sohn, an economics professor at California State University Channel Islands in Camarillo, Calif. "Considering the uncertainties from the government shutdown, tapering (of the Fed's bond purchases) has been postponed until further notice."

But there was a silver lining in the report. The unemployment rate fell a tenth of a percentage point to 7.2 percent, the lowest level since November 2008.

A measure of underemployment that includes people who want a job but who have given up searching and those working part time because they cannot find full-time jobs also fell a tenth of point, to 13.6 percent, the lowest since December 2008.

Economists had expected the economy to add 180,000 jobs in September and the unemployment rate to hold at 7.3 percent.

Stocks ended higher as investors welcomed the prospect of continued monetary stimulus from the U.S. central bank. The Standard & Poor's 500 index hit yet another record high.

U.S. Treasury debt prices also advanced and the yield on the benchmark 10-year note touched a three-month low. The dollar dropped to an eight-month low against a basket of currencies.

The employment report was released more than two weeks later than originally scheduled because of the government shutdown that ended last Wednesday.

With the extent of the economic damage from the fiscal standoff unclear, the Fed. will likely hold off any decision on scaling back its economic stimulus.

Fed officials will meet next Tuesday and Wednesday to discuss monetary policy. They surprised markets last month by sticking to their \$85 billion per month bond-buying pace, saying they wanted to see more evidence of a strong recovery.

"We don't look for any material changes to monetary policy at next week's meeting and most likely in December either," said Sam Bullard, a senior economist at Wells Fargo Securities in Charlotte, N.C. "We are now looking at March."

A Reuters poll of big bond dealers conducted after the jobs figures were released found that most expect the central bank to wait until March to begin dialing back its purchases.

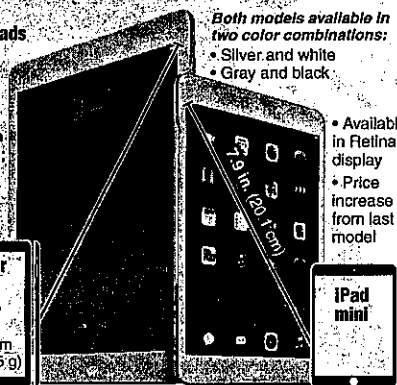
While the economy was already struggling before the government shutdown, the brinkmanship in Washington has dampened expectations of a sharp acceleration in fourth-quarter growth.

Light as air

A look at Apple's two new iPads, updates to its MacBook Pro and the new cylindrical desktop Mac Pro.

Newest iPads

- 72 times faster than original iPad
- Will go on sale Nov. 1; iPad mini available later



Both models available in two color combinations:
• Silver and white
• Gray and black

- Available in Retina display
- Price increase from last model

	Wi-Fi	3G, Wi-Fi	Wi-Fi	3G, Wi-Fi
• 20 percent thinner	16 GB \$499	\$629	\$399	\$529
• 28 percent lighter	32 GB \$599	\$729	\$499	\$629
	64 GB \$699	\$829	\$599	\$729
	128 GB \$799	\$929	\$699	\$829

Other updates

MacBook Pro

- 13-inch, 15-inch upgraded with new Intel chips
- Prices starting at \$1,299 and \$1,999



© 2013 MCT
Source: Apple

Graphic: Melina Yingling

Mac Pro

- New generation of Intel Xeon processor
- Will sell for \$2,999 and up
- 9.9 in. (25 cm)
- 11 lb. (5 kg)



The Honorable
EDDIE B. CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor

A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM

PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will convene its Regular Board meeting on Thursday, October 31, 2013 at 3:00 p.m. in Terminal Conference Room No. 3. In addition to regular matters; pursuant to 5 G.C.A. §811(c)(2), Executive Session will be held to discuss pending litigation to which GIAA is a party. Parking is available in the Public Parking Lot.

For special accommodations or agenda items, please call the Board Office at 642-4717/18.

(This ad paid for by GIAA)

THE HONORABLE EDDIE B. CALVO

Primea Wellness Fair

Saturday, October 26, 2013
9:00 am - 2:00 pm

Agana Shopping Center

ENTRANCE: 1000 GARDEN OF EDDIE

WOMEN'S DEMONSTRATIONS • FREE HEALTH SCREENINGS • PHOTO PRIZES

ENTER TO WIN

For additional information, please call 495-7907

Session starts today; GPA, GWA bonds to be tackled

By Louella Losinio
louella@mvguam.com
Variety News Staff

THE Guam Legislature has announced the beginning of its October and November session today, unveiling an agenda that includes 40 bills and resolutions, and 10 board and commission confirmations.

Two measures authorizing the terms and conditions for the issuance of bonds for the island's two public utilities — the Guam Power Authority and the Guam Waterworks Authority — are included in the list of items that will be tackled in the coming days.

Sen. Tom Ada has introduced Bill 207, which authorizes GPA to raise \$100 million worth of revenue bonds to finance capital improvements to the islandwide power system. The bill is co-sponsored by Sen. Rory Respicio. The borrowing, as outlined by Bill 207, will have two phases including a "short-term interim bond" for \$35 million, and a second "long-term bond" for \$100 million, which will be issued in 2015.

Meanwhile, the Legislature



Sen. Tom Ada has introduced Bill 207, which authorizes GPA to raise \$100 million worth of revenue bonds to finance capital improvements to the islandwide power system. Variety file photo

will tackle another Ada measure, Bill 181. The bill authorizes the waterworks authority to borrow up to \$495 million in bonds to meet GWA's regulatory requirements, including those specified in the 2011 court order and in the U.S. Environmental Protec-

tion Agency's significant finding reports for water and wastewater.

Other bills

Bill 153, or the Nana Yan Patgon Act (the "Mother and Child Act"), a measure introduced by Sens. Aline Yamashita and Dennis Rodriguez, will also

be discussed during session today.

The measure, which seeks to protect the rights of breastfeeding mothers and infants and to promote breastfeeding, falls in line with federal law that requires employers to provide reasonable break times for an employee "to express (pump) milk for her nursing child" and to provide a place other than a bathroom for her to do so. Lawmakers will also tackle Bill 74, sponsored by Speaker Judith Won Pat and Sens. Yamashita and Tina Muña-Barines. The measure allows the Guam Department of Education to enter into a renewable-energy purchase agreement for a term of up to 25 years. As proposed by the bill, the selected renewable energy provider shall be responsible for all costs required to install and maintain such renewable energy technology at GDOE schools and facilities.

Sen. Respicio, majority leader and rules chairman, announced the session agenda late yesterday afternoon. Session is scheduled to begin today at 9 a.m. at the Speaker Antonio R. Unpingco Session Hall.

DRT: Same-sex couples may file joint tax returns

By Mar-Vic Cagurangan
marvic@mvguam.com
Variety News Staff

JOHN Camacho, director of the Department of Revenue and Taxation, confirmed yesterday that the department will accept joint tax returns filed by married same-sex couples living on Guam.

"It's true: The joint filing now applies to same-sex couples who are married in other states where same-sex marriage is legal and have relocated to Guam," Camacho said.

Following a landmark U.S. Supreme Court ruling in June, the Internal Revenue Service announced its recognition of all legally married same-sex couples even if they live in a jurisdiction that does not recognize their union.

Since Guam mirrors the IRS code, all federal tax rules apply locally. Camacho said married same-sex couples who have been living on Guam and filing individual tax returns may amend their 2012 tax returns accordingly.

"As long as the law is in place, the department will recognize joint filings by married same-sex couples," the tax chief said.

During a breakfast briefing hosted last week by the Society for Human Resource Management Guam Chapter at the Outrigger Guam Resort, lawyer Todd Thompson said married same-sex couples living on Guam are entitled to the same benefits afforded to heterosexual spouses.

Don Clark, executive vice president and director of compliance for ASC Trust Corp., agreed with Thompson that federal rules on benefits prevail on Guam in the absence of any contradictory local law.

Prompted by the high court's decision in the Windsor case that struck down the 1996 Defense of Marriage Act, the federal government has been moving quickly to change federal rules toward treating gay couples the same way it treats heterosexual couples.

Last month, the Department of Defense began providing marriage benefits to same-sex couples for the first time, in a move that Defense Secretary Chuck Hagel said reflected the military's commitment to "ensuring that all men and women who serve in the U.S. military and their families are treated fairly and equally."

Mall abductor Camacho found guilty on all counts

Faces 90 years in prison

By Gina Tabonares-Relly
gina@mvguam.com
Variety News Staff

AFTER deliberating for a day and a half, a Superior Court of Guam jury yesterday found Kyle Indalecio Camacho guilty of kidnapping, robbery, terrorizing and two counts of special allegations of use of a weapon in the commission of a felony.

The 20-year-old convicted sex offender is facing 90 years of imprisonment after abducting a 19-year-old woman from the Micronesia Mall parking lot on Jan. 5.

Assistant Attorney General

Gerald Henderson, who prosecuted the case, said he will seek the maximum sentence for Camacho.

The trial lasted four days, during which the victim and her sister testified about how Camacho brought handcuffs and a knife and forced himself into the car of the victim who had come from the "Micronesia Mall movie theater.

The victim said Camacho drove off with her car, assaulted her and threatened to kill her

while she was handcuffed.

The Guam Police Department executed a manhunt and eventually located the victim about 90 minutes later at the Marbo Cave parking lot.

"The apprehension and conviction of the defendant would not be possible without the bravery of the victim and hard work of the Guam Police Department, who quickly responded to the emergency call," Henderson said.

The Office of the Attorney General also thanked the victim for her continued courage in facing her abductor during the

trial and for re-living her terrifying ordeal.

Attorney General Leonardo Rapadas also commended the victim's sister for alerting GPD immediately and for providing the information that led to the victim's rescue.


Camacho was on parole when he committed the abduction. He was on supervised release after serving time for a 2012 conviction for sexually molesting an 11-year-old female.

Judge Anita Sukola will sentence Camacho on Dec. 15 at 10 a.m.

The pre-sentencing investigation report deadline is Dec. 9.



Kyle Camacho



GUAM
ECONOMIC DEVELOPMENT AUTHORITY
Awatrid Inadilantion Ikaunthen Guahan


**NOTICE OF
SPECIAL BOARD MEETING**

The Guam Economic Development Authority (GEDA), a public corporation, will be holding a Special Board of Directors meeting on **Thursday, November 07, 2013 at 1:30 p.m.** in the GEDA conference room located in Suite 511, 5th Floor, International Trade Center (ITC) Building, 590 South Marine Corps Drive, Tamuning, Guam. The Special Board of Directors meeting is being called to discuss assistance for the farmers who have been impacted by storms.


Persons requiring special accommodations should contact GEDA's ADA coordinator, **Maria Silva Tuijeron**, at 647-4332 or mtuijeron@investguam.com.

/s/ Henry J. Taitano
Administrator

This ad was paid for with GEDA's General Fund



**The Honorable
EDDIE B. CALVO**
Governor



**The Honorable
RAY TENORIO**
Lt. Governor

A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY GUAM

PUBLIC NOTICE

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(This ad paid for by GIAA)



U.S Department
of Transportation

Federal Aviation
Administration

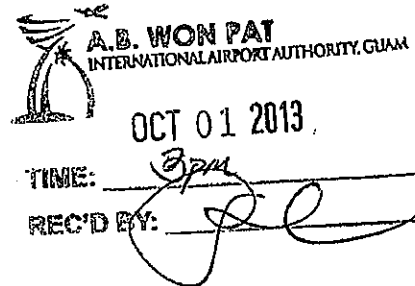
Western-Pacific Region
Airports District Office

cc: Asby/amy
hyp/jato

300 Ala Moana Blvd., Rm. 7-128
Honolulu, HI 96850
Mail: Box 50244
Honolulu, HI 96850-0001
Telephone: (808) 541-1232
Facsimile: (808) 541-3566

September 20, 2013

Mr. Charles H. Ada II
Executive Manager
A. B. Won Pat Guam International
Airport Authority
P. O. Box 8770
Tamuning, GU 96931



Dear Mr. Ada:

We are enclosing two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-086-2013 at Guam International Airport in Agana, Guam. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The official of the Sponsor authorized to accept the enclosed Grant Offer shall accept by signing said offer and inserting the date in the space provided under the "Acceptance" section. The Sponsor's attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the Sponsor by executing the "Certificate of Sponsor's Attorney" section. The date of said certificate shall be the same as, or later than the date of acceptance. The grant execution, along with your attorney's certification, must be completed by September 24, 2013, in order for the grant to be valid.
- When the document is fully executed, certified, attested and appropriate seals are impressed, please return one (1) originally signed and dated copy of the executed Grant Agreement to this office. Retain the remaining copy for your files.

Subject to the requirements in 49 CFR 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are required to submit a payment request for reimbursement for allowable incurred project expenses every 30 days.**

Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Progress Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance; and
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Steve Wong, (808) 541-1225, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ronnie V. Simpson
Manager, Airports District Office

Enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

September 20, 2013

Date of Offer

Guam International

(herein called the "Airport")

3-66-0001-086-2013

Grant No

855035531

DUNS No

TO: The A. B. Won Pat Guam International Airport Authority
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 12, 2009, for a grant of Federal funds for a project at or associated with the Guam International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Rehabilitate Runway 06L/24R – Phase III

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, one hundred (100) of the first \$983,000.00 of allowable project costs and ninety (90) per centum of allowable cost thereafter.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be \$1,876,981.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 0 for planning

\$ 1,876,981.00 for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 24, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi invoicing System.

A. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi invoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

B. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT e-invoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- C. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT e-invoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may

use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

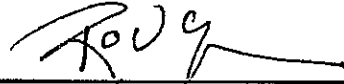
14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:** The Sponsor agrees to perform the following:

- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
15. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
16. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
17. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
- a. Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
 - c. Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within ten years of this Grant Agreement. Said interest shall provide the protection noted in the above Subparagraphs a and b.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Ronnie V. Simpson

(Typed Name)

Manager, Honolulu Airports District Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 23rd day of September, 2013.

**A. B. Won Pat Guam International
Airport Authority**

(Name of Sponsor)

(Signature of Sponsor's Designated Official
Representative)

(SEAL)

By: **CHARLES H. ADA II**
(Typed Name of Sponsor's Designated Official
Representative)

Title: **EXECUTIVE MANAGER**
(Typed Title of Sponsor's Designated Official
Representative)

Attest: Rosie U. Balajadia
Administrative Officer

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jamalyn Cruz Damian, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Territory of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at HAGATNA, GUAM this 23rd day of September, 2013.

By Jamalyn Cruz Damian
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

- modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

- 18. Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

- 19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms,

- conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land.

Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug And Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



U.S Department
of Transportation

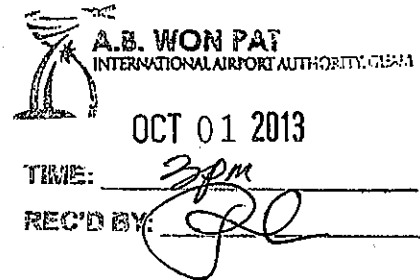
Federal Aviation
Administration

Western-Pacific Region
Airports District Office

300 Ala Moana Blvd., Rm. 7-128
Honolulu, HI 96850
Mail: Box 50244
Honolulu, HI 96850-0001
Telephone: (808) 541-1232
Facsimile: (808) 541-3566

September 16, 2013

Mr. Charles H. Ada II
Executive Manager
A. B. Won Pat Guam International
Airport Authority
P. O. Box 8770
Tamuning, GU 96931



Dear Mr. Ada:

We are enclosing two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-087-2013 at Guam International Airport in Agana, Guam. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The official of the Sponsor authorized to accept the enclosed Grant Offer shall accept by signing said offer and inserting the date in the space provided under the "Acceptance" section. The Sponsor's attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the Sponsor by executing the "Certificate of Sponsor's Attorney" section. The date of said certificate shall be the same as, or later than the date of acceptance. The grant execution, along with your attorney's certification, must be completed by September 20, 2013, in order for the grant to be valid.
- When the document is fully executed, certified, attested and appropriate seals are impressed, please return one (1) originally signed and dated copy of the executed Grant Agreement to this office. Retain the remaining copy for your files.

Subject to the requirements in 49 CFR 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are required to submit a payment request for reimbursement for allowable incurred project expenses every 30 days.**

Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

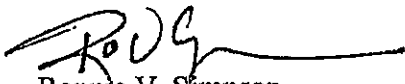
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Progress Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance; and
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Steve Wong, (808) 541-1225, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ronnie V. Simpson
Manager, Airports District Office

Enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

September 16, 2013

Date of Offer

Guam International

(herein called the "Airport")

3-66-0001-087-2013

Grant No

855035531

DUNS No

TO: The A. B. Won Pat Guam International Airport Authority
(herein called the "Sponsor")

FROM: The United States of America, acting through the Federal Aviation Administration
(herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 25, 2013, for a grant of Federal funds for a project at or associated with the Guam International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Acquire one (1) 3,000-gallon Aircraft Rescue and Fire Fighting (ARFF) Vehicle

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, one hundred (100) per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be \$1,017,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 0 for planning

\$ 1,017,000.00 for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 20, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

A. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

B. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- C. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
13. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

14. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.
15. **AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE:** It is understood and agreed by and between the parties hereto that the aircraft rescue and fire fighting vehicle included in the Grant Agreement will be operated and maintained during its useful life so as to assure continued performance in accordance with its design capability and so as to comply with Sections 139.317 and 139.319 of the Federal Aviation Regulations. Further, it is understood and agreed that such equipment will be based on the airport or so as to meet regulatory minimum response times and will be utilized exclusively to serve airport purposes or emergency situations.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Ronnie V. Simpson

(Typed Name)

Manager, Honolulu Airports District Office

(Title)

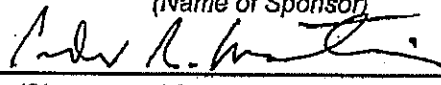
PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 20th day of September, 2013

**A. B. Won Pat Guam International Airport
Authority**

(Name of Sponsor)


(Signature of Sponsor's Designated Official
Representative)

(SEAL)

By: PEDRO R. MARTINEZ

(Typed Name of Sponsor's Designated Official
Representative)

Title: Deputy Executive Manager

(Typed Title of Sponsor's Designated Official
Representative)


Attest: Rosie U. Balajadia

Administrative Officer

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jana Lynn Cruz Damia, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Territory of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at HAGATNA, GUAM this 20th day of September, 2013

By 
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- 23. Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms,

- conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land.

Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug And Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



U.S Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports District Office

300 Ala Moana Blvd., Rm. 7-128
Honolulu, HI 96850
Mail: Box 50244
Honolulu, HI 96850-0001
Telephone: (808) 541-1232
Facsimile: (808) 541-3566

September 16, 2013

Mr. Charles H. Ada II
Executive Manager
A. B. Won Pat Guam International
Airport Authority
P. O. Box 8770
Tamuning, GU 96931



A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM

OCT 01 2013

TIME: 3pm

REC'D BY: [Signature]

Dear Mr. Ada:

We are enclosing two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-088-2013 at Guam International Airport in Agana, Guam. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The official of the Sponsor authorized to accept the enclosed Grant Offer shall accept by signing said offer and inserting the date in the space provided under the "Acceptance" section. The Sponsor's attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the Sponsor by executing the "Certificate of Sponsor's Attorney" section. The date of said certificate shall be the same as, or later than the date of acceptance. The grant execution, along with your attorney's certification, must be completed by September 20, 2013, in order for the grant to be valid.
- When the document is fully executed, certified, attested and appropriate seals are impressed, please return one (1) originally signed and dated copy of the executed Grant Agreement to this office. Retain the remaining copy for your files.

Subject to the requirements in 49 CFR 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are required to submit a payment request for reimbursement for allowable incurred project expenses every 30 days.**

Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

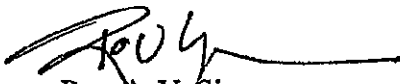
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Progress Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance; and
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Steve Wong, (808) 541-1225, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ronnie V. Simpson
Manager, Airports District Office

Enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

September 16, 2013

Date of Offer

Guam International

(herein called the "Airport")

3-66-0001-088-2013

Grant No

855035531

DUNS No

TO: The A. B. Won Pat Guam International Airport Authority
(herein called the "Sponsor")

FROM: The United States of America, acting through the Federal Aviation Administration
(herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 24, 2013, for a grant of Federal funds for a project at or associated with the Guam International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Update Airport Master Plan Study

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be \$500,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$	500,000.00	for planning
\$	0.00	for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 20, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

A. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

B. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- C. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

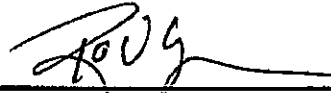
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

13. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

14. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Ronnie V. Simpson

(Typed Name)

Manager, Honolulu Airports District Office

(Title)

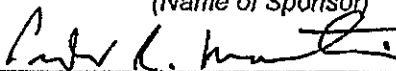
PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 20th day of September, 2013.

A. B. Won Pat Guam International Airport
Authority

(Name of Sponsor)



(Signature of Sponsor's Designated Official
Representative)

(SEAL)

By: PEDRO R. MARTINEZ

(Typed Name of Sponsor's Designated Official
Representative)

Title: Deputy Executive Manager

(Typed Title of Sponsor's Designated Official
Representative)

Attest: 
Rosie U. Balajadia

Administrative Officer

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jandynn Cruz Damian, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Territory of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Hagatna, Guam this 20th day of September, 2013.

By



(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

- 18. Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

- 19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- 23. Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms,

- conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
- 27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- 28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
- 29. Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land.

Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials.
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug And Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



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www.guamairport.com

TO: Procurement File

FROM: Executive Manager

DATE: October 31, 2013

NAME OF Recapitalization and Optimization of Baggage Handling System from
PROCUREMENT: Siemens Industry, Inc.

RE: **WRITTEN DETERMINATION REGARDING USE OF SOLE SOURCE
PROCUREMENT**

Pursuant to the Guam Procurement Law and Regulations, the following determinations are made by the Executive Manager with regard to a sole source procurement of Baggage Handling System (BHS) equipment, installation, commissioning and training from Siemens Industry, Inc. to be issued by the A.B. Won Pat International Airport Authority, Guam (the "Authority" or "GIAA").

Use of sole source for equipment procurement and installation (2 GAR § 3112(b))

Utilizing sole source procurement, GIAA seeks to procure BHS equipment from Siemens Industry, Inc. ("Siemens"), to have BHS and/or its subcontracts install and commission the BHS equipment, and to have Siemens provide training on the same.

The following determinations are made pursuant to Section 3112(b) of the Guam Procurement Regulations:

1. On September 26, 2013, GIAA entered into an Other Transaction Agreement with the Transportation Security Administration (TSA) referenced as OTA No. HSTS04-13-H-CT1145 (OTA). The OTA provides substantial federal funding for the recapitalization and optimization of GIAA's BHS.
2. The OTA's scope includes modifications, extensions and integration to the existing GIAA BHS. The BHS is a special system unique only to airports. The OTA will not fund the complete replacement of the BHS.
3. Siemens is the original equipment manufacturer of the GIAA BHS and the subsequent international transit facility for screening of international transit bags.
4. Siemens provides the only compatible equipment for integration to the existing GIAA BHS and TSA's checked baggage inspection system.
5. Compatible equipment standardizes operational safety, maintenance and spare parts.


6. Siemens anticipates that it will sub-contract logistical, electrical and installation services to qualified local Guam companies.

7. Construction services for facility modifications, extensions and utility infrastructure are not in Siemens's scope and GIAA will procure said services through competitive sealed bidding.

8. Siemens will be an independent contractor of the Authority. The contract will be a fixed fee arrangement.

In view of the above, it is determined that sole source procurement may be authorized pursuant to Section 3112 of the Guam Procurement Regulations.

Dated: 10/31/13

By: 
Charles H. Ada II
Executive Manager

Dated: 10/31/13

By: 
Franklin P. Taitano
Supply Management Administrator

SIEMENS

Chuck Ada
Executive Manager
Antonio B. Won Pat Guam International Airport Authority
355 Chalan Pasaheru, Route 10A
Tamuning, Guam 96931

October 2, 2013

Subject: A.B. Won Pat International Airport– Guam Optimization of Existing Outbound Baggage System

Mr. Ada,

Siemens DFW operations team has been integral in the design and development of your baggage handling needs for over 16 years. This partnership started in 1998 with the construction of your original outbound sortation system and in 2008 the original system was modified for the addition of the International Transit Facility for screening of international transit bags. The partnership continued this year with the successful TSA submittal and approval for OTA Optimization funding. Contained within this proposal package is the opportunity for Guam to maintain the same compatibility and continuity you have enjoyed for the last 16 years for the TSA optimization of your existing Guam baggage handling system.

Guam Airport Strategy/Implementation Plan

Our management team is acutely aware of the specific baggage handling system renovation requirements at A.B. Won Pat International Airport (Guam). We understand the complexity and planning required to be incorporated from early on in the planning and programming phases that will lead to the successful design management process. Guam Airport poses some unique challenges due to its location and specific high profile areas of renovation. As such, our team understands that our primary reason for being is to build and maintain the communication bridge between the construction renovation process and the end user.

Specifically, we understand the importance and critical nature of renovating and expanding service areas regarding baggage handling conveyor systems. Our management team is aware of the Guam Airport operational schedules for arriving aircraft during the day, as well as the operational peaks associated with your operational departures schedule. Careful and attentive focus will be placed on the design constructability and more specifically, the construction phasing for renovation of these critical areas. Our team is sensitive to the specific requirements of performing work in an airside SIDA secure area, as well as the interface with the Transportation Security Administration (TSA). We understand that as a separate agency with unique security and access restrictions, close coordination and specific respectful communication with TSA operations officials is paramount for a successful project. Additionally, proper oversight and management to maintain security access policy for all construction team members is critical. As an extension of Guam Airport staff, the Siemens Team will place the highest priority on sensitivity, awareness, and communication with these important external stakeholders. ***We are focused on providing the least disruptive environment to TSA and Airline Operations areas to minimize process delays to allow for a positive passenger experience while maintaining operational and security integrity.***

Capacity Constraining Projects

In the case of most large airport terminal BHS renovation projects, the effect of renovation on the operational staff is the constraint that ultimately impacts the passenger experience. The successful planning for your BHS system becomes mission critical. Our seasoned expert management team will continually evaluate the design, phasing and constructability components to allow for a workable construction and renovation solution in the congested high impact areas. Our team shares obvious concerns of performing a significant renovation in an Operational Facility such as the Guam Airport International Terminal. The operational peaks for passenger throughput in the Terminal Processor areas push the existing infrastructure to the operational limits as it functions today. We understand the sensitivity of any operational impact of this renovation to the net operational impact to passengers as well as aircraft operational flight schedules. Our team believes strongly in communication and understanding of intricate details of Guam Airport and airline operations so that we can provide optimal options and contingency for a seamless renovation and expansion process.

Siemens Postal, Parcel & Airport Logistics LLC

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DFW Airport, TX
75261

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DFW Airport, TX 75261
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The scope of this project will require intricate and advanced industry design solutions to accomplish the renovation, upgrade and expansion of the in-line EDS areas and newly installed baggage conveyor systems. Our seasoned design management team will work closely with the Architectural and Engineering teams to guarantee the best design and construction approach that will minimize cost and schedule impact. Specifically, our teams past Guam experience makes us aware of the structural challenges to maintain seismic design criteria as well as territory of Guam code requirements. Our team will focus on the most cost effective solution that will satisfy all external agency requirements, and allow for a minimized impact on passenger flow and security checkpoint operations. All of our team members are intimately aware of the security requirements and importance of communication and project planning with the Transportation Security Administration (TSA). ***We will involve all critical stakeholders in all of the Siemens team coordination meetings to insure and guarantee a successful project with all stakeholders concerns embraced in the planning and implementation of renovation work.***

Relationships

Our senior management and project team place the highest priority on developing and maintaining team relationships. Our core team fundamental philosophy mandates that the relationships and trust developed between Guam Airport, their stakeholders and our Program staff will only be the result of our core management approach. Our approach and cultural mantra is to embrace the constraints and challenges of the operational requirements of the facility, but more importantly, to ***put the needs of Guam Airport and their stakeholders first.*** It is our duty to communicate our cultural management philosophy to all project team members including all consultants and construction trades so that a seamless respectful project execution will occur throughout.

Program Level Approach

Our Siemens Program Approach capitalizes on the unique industry gap that has been naturally created with post 9/11 security type projects. Prior to full EDS in-line technology, the BHS market sector focus was limited to relatively simple technical solutions with only a minimum to moderate amount on conveyance apparatus. In contrast, the considerable increase in technical and mechanical systems needed post 9/11 has created a BHS majority in terms of percentage of scope for many projects. Airport clients have continued on utilizing traditional A/E firms and general contractors that have a fairly minimal scope with BHS contracts. The resulting "tail wagging the dog" coupled with intermediate layers of A/E firms and GC's that do not specialize in technical BHS has produced overall poor results. Our new Siemens customer and solutions based "program approach" allows for a comprehensive Design-Build delivery method. We will have the direct responsibility to develop, coordinate, manage and maintain all the relationships and communications required for the execution of an overall successful BHS program at Guam Airport. Our program team has been carefully selected with a unique, comprehensive industry understanding. Our team understands the view of the project through the client's perspective. We understand that the design management and stakeholder integration with this project is critical to developing an overall solution that embraces the program needs.

One of the most significant differences with our Siemens team is our cultural philosophy. Our team members have worked harmoniously on past projects, and all maintain the same common goal for the success of the project. We embrace the actual daily operational constraints of the airlines, TSA, Guam Airport operations, security and other authorities having jurisdiction. We invite all stakeholders to regular project meetings and also hold specific "impact" meetings. Our impact meetings allow the potentially affected stakeholders to understand what our immediate scope of planned work is and the sequences of the work, lay-down areas, working times, and security access and coordination notifications for proper communications.

We have embraced the reality that communications on a common platform is the key to success. We also have learned that communications to the specific stakeholders and regular notifications of status helps to raise the general understanding of the impacts.

Integrated Solution

The Program Team incorporates all planning elements into the master schedule. Specifically, we integrate all process steps and step durations into the schedule. The "front end" of the program schedule will include all tasks that are specific to Guam Airport and all using agencies that will require submittal and approval, as well as realistic and manageable timeframes. Each task will be identified in the schedule and therefore "resource loaded". This will bring a clear understanding of responsible party for the task, and any sub-tasks associated with them. The integrated schedule coupled with the workflow Progress Curve module will allow a high level or detailed level of monitoring and

management available for review at all times. This program level monitoring will inform management early on of any Schedule and/or Cost slippage so that a mitigation plan can be implemented.

Initial Program Level Tasks

Our program team will develop a comprehensive master planning and programming BHS schedule that will embrace all required process steps from Guam Airport as well as external agencies and authorities having jurisdiction. We conduct a series of stakeholder meetings and develop detailed sequencing of tasks that need to be performed in the initial "design phase". A Program Needs Assessment is performed by the team to determine all the design criteria for the proper communication of scope to the design team. The needs assessment will consider functional space requirements, constructability, code compliance, operational requirements, cost and schedule. The design phases for each project will also include the operational considerations for continued and uninterrupted airline, TSA and airport operations. Proper understanding of the detailed operations will allow the program team to coordinate some of the specific Program Level tasks that benefit the project.

Specific Program Level Tasks

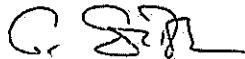
Maintenance of Traffic (MOT) is a common focal point in our renovation and expansion activities. Our program team is focused on bringing an overall solution to the planned impact areas, and we plan and implement changes in current airport operations to accommodate the flow of aircraft, ground support equipment and services in conjunction with construction activities. A cohesive team effort at a high level allows for a communication to all levels of operation in the AOA and terminal support areas.

We continually interface with the airline operations groups as well as TSA to determine the best approach to renovation in every project area. Temporary facilities as well as temporary traffic routing and signage is very important from a safety aspect as well as an operational efficiency. Our detailed phasing of BHS installation allows for a seamless operational integration of existing systems.

The following proposal details the proposed scope and price to manufacture, furnish, and install the new baggage screening system.

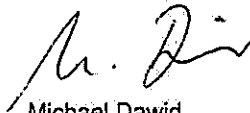
Our proposal pricing is valid for 30 days. If you have any questions please call Dan Stricklin at anytime at (972) 947-7465 or on his cell at (817) 475-6240.

Best Regards,



Gert Seidel
Chief Executive Officer

Best Regards,



Michael Dawid
Chief Financial Officer

**A.B. Won Pat International Airport Guam
Transportation Security Administration
Other Transaction Agreement (OTA)
Optimization Effort Proposal**

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Siemens Industry, Inc.

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1 Introduction

1.1 Overview

This proposal document is to outline the work necessary to complete the Engineering, Manufacturing, Installation, testing and implementation of the Baggage Handling System (BHS) equipment for the A.B. Won Pat International Airport Guam Transportation Security Administration Other Transaction Agreement Optimization Effort.

The objective of this project is to implement a new Inline Checked Baggage Inspection System (CBIS) solution that is Planning Guidelines and Design Standards (PGDS) v4.1 compliant, cost effective, schedule friendly, minimizes the disruption to existing operations, improves customer service and supports Airport growth opportunities. This will be accomplished through a 470 day project duration which consists of 5 distinct phases. The BHS phasing plan will consist of: demolishing of the existing BHS conveyor equipment; implementing a new collection conveyor which is feed by the 5 existing ticket counter conveyors; installation of a new CBIS and CBRA; replacement and reconfiguration of a new BHS sortation and manual encode while maintaining the existing double stacked sort piers.

1.2 Related Documents

The following reference documents contain information relevant to, and part of, the specifications and terms of this Proposal:

No.	Document Description	Date
1	A.B Won Pat International Airport Guam In-line Baggage screening System 70% BHS Specification Document Number: 747-00309	08-23-2013
2	TSA Planning Guidelines and Design Standards for Checked Baggage Inspection Systems version 4.1	09-15-2011
3	70%-Design-Drawings_BHS_Optimization-Effort_082313	08-23-2013
4	70%-Phasing-Plan-Drawings_Optimization-Effort_082313	08-23-2013
5	Conveyor-Manifest_Rev-01_082313-70%-Submittal	08-23-2013
6	Guam Project Schedule_Rev-05_082313	08-23-2013
7	GIAA Template Contract Form redlined v.5	9-24-2013
8	GIAA Template General Provisions redlined v.5	9-24-2013
9	Siemens Special Provisions v.3	9-24-2013
10	Siemens Guam Responsibility Matrix v1	10-01-2013

2 Engineering

The oversight of the final detailed Engineering for this project will be performed by the members of the Design Team. The Mechanical and Electrical Engineering disciplines will further develop the 100% Design Package as described below in the following sections.

2.1 Mechanical Engineering

The mechanical engineering scope shall bridge the gap between the 100% Design Package and the final Issued for Construction drawing package. Below is a list of required deliverables that mechanical engineering is responsible to complete the BHS project.

1. General Arrangement and Elevation drawings
2. Structural Header steel and point load drawings
3. Catalog Cuts
4. Participate in Coordination effort with GC
5. Bill of Materials / Order Entry
6. Structural Supports to meet seismic zone requirements
7. PE Stamping of required drawings
8. Generate Recommended Spare Parts List
9. Issue for Construction Drawing Set
10. Field Support when required
11. Issue As-Built Drawing Set

2.2 Electrical & Controls Engineering

The electrical engineering scope shall bridge the gap between the 100% Design Package and the final Issued for Construction drawing package. Below is a list of required deliverables that electrical engineering is responsible to complete the BHS project.

1. ENET / CNET drawings
2. Field devices and control stations drawings
3. Motor Control Panel drawings
4. Re-Control of existing conveyors as required
5. Catalog Cuts
6. Description of Concept of Operations
7. Graphics Software Package
8. Required Programming for BHS
9. Factory Acceptance Test
10. Develop Field Test Plans
11. PE Stamping of one-line drawings
12. Generate Recommended Spare Parts List
13. Field Support when required
14. Testing and Commissioning
15. Issue As-Built Documentation

3 Manufacturing

Manufacturing includes all mechanical equipment and electrical hardware required for the Baggage Handling System installation. The proposed Equipment is standard Siemens components and conveyors. The color of the new BHS is blue. The new BHS will use SEW Eurodrive Gearmotors and Movimot VFD per the equipment list provided in Section 12 Attachments of this document. The Controls Hardware is based on an Allen Bradley platform. All MCP's will have IEC motor starters.

Below is a summary of the Mechanical equipment used on this project:

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A.B. Won Pat International Airport Guam

PROPOSAL (CCQ #)	13-0105	REVISION	1
CUSTOMER (CCQ Name)	A.B. Won Pat Int'l Airport	DATE	08/22/13
LOCATION	Guam	BID DATE	
DESCRIPTION	70% Design BHS Layout	COMPLETE	

PROJECT EVALUATION

					Re-Control		Demo	
	3025 LF	Drives						
BELT CONV. FT	3025 LF		# MECH DRIVES	269	0 LF	59	3084 LF	262
SLOPE PLATE FT	0 LF		# ELEC DRIVES	42				
FLAT PLATE FT	0 LF		TOTAL DRIVES	311				
CONV. FEET / DRIVE								
CONVEYOR DRIVES		269						
General Transport	1472 LF	65			0 LF	33.00	2089 LF	95.00
Load Conveyor	95 LF	3			0 LF	0.00	0 LF	0.00
Oversize General Transport	664 LF	25			0 LF	7.00	126 LF	3.00
Ticketing Conveyor	0 LF	0			0 LF	6.00	0 LF	0.00
Queue Conveyor	389 LF	87			0 LF	1.00	236 LF	59.00
Flat & Spiral Power Turns	315 LF	54			0 LF	6.00	327 LF	52.00
45 deg Short Merge	12 LF	4			0 LF	0.00	0 LF	0.00
45 deg Long Merge	78 LF	15			0 LF	1.00	60 LF	12.00
HSD Diverter	35 Ea.	35			0 LF	0.00	246 LF	41.00
Vertical Sorter	4 Ea.	16			0 LF	0.00	0 LF	0.00
Fire / Security Door	7 Ea.	7			0 LF	5.00	0 LF	0.00
Slope Plate Make-Up Device	0 LF	0			0 LF	0.00	0 LF	0.00
Slope Plate Claim Device	0 LF	0			0 LF	0.00	0 LF	0.00
Flat Plate Make-Up Device	0 LF	0			0 LF	0.00	0 LF	0.00
Flat Plate Claim Device	0 LF	0			0 LF	0.00	0 LF	0.00
Scale Conveyor	0 LF	0						
Label Conveyor	0 LF	0						
Induct Conveyor	0 LF	0						
Catwalk with Handrail	120 LF							
Platform	0 SF.							
Ladders/Stairways	7 Ea.							
Crossovers	5 Ea.							
Industrial Guarding	150 LF							
Tip Chutes	0 Ea.							
ETD Tables	17 Ea.							
ATR Tag Reader	2 Ea.							
Dimensioner	1 Ea.							
Manual Encode	1 Ea.							

Below is a summary of the Electrical hardware used on this project:

Field Devices

QTY	Component	Manufacturer
12	Motor Control Panels	Allen Bradley/Hoffman
131	Control Stations	Allen Bradley/Hoffman
276	Photoeyes	Allen Bradley
58	Beacon/Horns Assemblies (Not including MCP)	Allen Bradley
123	Motor Starters (IEC)	Allen Bradley
167	VFD's (Customer Supplied)	SEW
0	Soft Starts	Allen Bradley
138	Encoders	Photocraft
1	Automatic Tag Reader	Sick
1	Integrated Automatic Tag Reader/Baggage Measuring Array	Sick
35	HSD's (I/O and Power Only) (Each device will have multiple motors)	Siemens
4	VSU's (I/O Only) (Each device will have multiple motors)	Siemens
17	BRP BSD's	TBD
17	BIT BSD's	TBD
2	Network Communication Cards for OS1 & OS2 MCP's	Allen Bradley
12	Security/Fire Doors (I/O and Power Only)	Vigneaux
295	New Drives	Allen Bradley
22	Re-Controlled Drives (Existing Starters to remain)	N/A

MCP List

MCP-AL2/AL3/AL4
MCP-OG
MCP-CL1/CL2/CL3/CL4/CL5/CL6/ME1
MCP-ML1/SP-Lower
MCP-ML2/SP-Upper
MCP-SF1/TC3/TC4/TC5/IT1
MCP-OS3
MCP-SS2
MCP-SS3
MCP-SS4
MCP-RC1
MCP-RL1/SF1

Existing MCP's to be modified

MCP-OS1
MCP-OS2

Software Components

QTY	Component
1	Redundant Sort Controller Server Set
1	Redundant MDS Workstation
2	UPS
2	Laser Printer
1	Manual Encode Stations
2	Cisco Switches
4	42" Displays

4 Shipping & Logistics

Guam Logistics Plan

1. For the Guam Baggage Handling Optimization Project, Siemens has produced a comprehensive Logistics Plan, below is a high level description of the process. For additional information please review the table below.
2. Siemens will contract with a local DFW cargo and logistics company to accept all manufactured items to be purchased by GIAA for this project. The local DFW logistics company will receive and inventory all products manufactured and delivered by Siemens and Siemens 3rd party drop ship suppliers delivered to them for packaging, containerizing and shipment to Guam. All product shipments will be coordinated to occur within certain times so a Siemens quality manager can review each shipment for completeness and damage upon arrival to the cargo facility. The same materials will be prepared for overseas shipment by ocean freight. They will provide all necessary paperwork for Sea transit including a detailed BoL, custom forms, insurance forms, etc. The manufactured items will be loaded into containers and delivered to the Dallas Rail ramp for transport by rail to the outbound port. Each container will be loaded based upon the final detail project phasing plan. The material will be transported via ocean freight to Guam.
3. A local Guam logistics company will be designated as the receiver in Guam to obtain status reports for shipments. Upon arrival in Guam, all necessary customs paperwork will be completed and each container will be processed through Customs Clearance and then delivered to our local Airport warehouse.
4. Once received at the Airport warehouse the local Guam logistics company will provide container drayage, unload and stage and store the equipment until the final delivery to the job site. Materials stored will be based on Site Managers preferred layout for delivery. All materials will be inventoried upon receipt at warehouse and site.

Guam Logistics Plan Table

GUM Optimization Material Logistics Plan			
Guam Logistics	DFW Cargo + Logistic	Siemens	Guam Warehouse
Receives all transit paperwork from DFW CL	Collects Siemens Manufactured Equipment from DFW Facility	Manufactures Conveyor Equipment	Receives Sea Containers and performs the unloading at Warehouse facility
Coordinates with Shipping Company as the receiver in Guam to obtain status reports	Receives Drop Ship Material for transit	Site Manager uses detailed BoL for Installation Planning	Stores material in accordance with Site Managers preferred layout
Provides regular status reports to Siemens and DFW CL on transit.	Stores Manufactured and drop ship Equipment at DFW CL Facility	Site Manager observes the unloading and Goods Receipt to advise of any issues	Creates material inventory of all parts in storage
Coordinates receipt with Port of Guam and CBP	Coordinates with Ocean Freight Company to arrange Sea Containers, Ship availability, Insurance etc	Site Manager creates preferred materials storage layout for the Warehouse in Guam	Loads material delivery trucks in accordance with Siemens Site Manager pick list
Completes all necessary customs paperwork and walks equipment through the customs process in Guam	Packs and Crates all Equipment for Sea Transit – producing optimized can loading scheme to minimize wasted space	Site Manager creates materials pick list for transfer to job site for installation – daily and weekly	Deliver materials to installation site as required
Transfers all Sea containers to warehousing facility and oversees unloading	Creates all necessary paperwork for Sea Transit including detailed BoL, customs forms, insurance forms etc		Updates inventory as materials are consumed referencing pick list and date delivered
Produces goods receipt report including photographic evidence of delivered equipment	Sends copies of all paperwork to Siemens and Baker International for reconciliation in Guam		Creates weekly inventory status report (including photos) for Siemens Project Manager and Site Manager
Completes insurance paperwork to support claims if necessary	Transports all containers to Port and oversees loading		

5 Installation

5.1 Mechanical Installation-Siemens & Local Subcontractor

1. Obtain and provide installation permits and license fees
2. Install Header Steel
3. Conveyor installation
4. Install Conveyor supports
5. Install Sway Bracing
6. Install Seismic Bracing
7. Install Motors & VFDs
8. Install Conveyor belting
9. Set all Motor Control Panels (MCP) in place
10. Remediate all mechanical punchlist items
11. Provide redlined mechanical drawings of as-built system
12. Provide Testing support
13. Provide Commissioning support
14. Install casters on CTX entrance and exit queues
15. A quantity of (17) TSA inspection tables will be installed
16. Provide installation rental equipment
17. Provide tools and consumables
18. Provide dumpster
19. Provide mobilization
20. Provide airfare expenses
21. Provide living and travel
22. Provide insurance
23. Install TSA Work Stations mechanical
24. Install CBRA Cladding Hot Rolled
25. Install EDS Static Wedges
26. Install Stainless Steel Cladding on Turns
27. Install Seismic Bracing - Both Compression and Sway

5.2 Electrical & Controls Installation

5.2.1 Electrical – Siemens & Subcontractors

1. Obtain and provide installation permits and license fees
2. Install all field devices including – motors, photo eyes, shaft encoders and other electrical devices.
3. CTX – Morpho supplies all UPS's for each machine, cabinet is 24"x32" with 12" between units. Each machine gets 1 - UPS (inverter) Cabinet and 1 - Battery Cabinet. Add the location of these units to the drawing and coordinate with EMPSCO

- a. As you face units, the doors are hinged on the right side.
 - b. Two disconnects are required, one prior to the Inverter and second prior to the 50 Amp outlet for machine
 - c. Each unit is shipped with 4-L shaped mounting brackets to mount to floor, use either wedge or tapcon anchors for installation
4. Twist locks are required. No terminal strips will be allowed for quick disconnect at EDS queues, terminal blocks were not considered quick disconnects.
5. Install quick disconnects and casters for queue entering and exiting the EDS machines
6. A quantity of (17) TSA tables will be purchased by Siemens and installed. Siemens will provide either written scope or wire diagram drawings for the TSA workstation installation for electrical installer.

5.2.2 MUX Room Coordination

This section describes items that must be coordinated between all parties including Siemens, TSA, Project General Contractor, and Airport Management.

1. The MUX room will share multiple racks because the TSA has lockable racks. The PLC, GIAA and TSA racks will be in the in same room that is lockable with ability to see who entered room and when via card reader.
2. Siemens to supply cord to attach above for UPS for Rack in shared MUX room, cords on floor create tripping hazard.
3. MUX room Air Conditioning required for maintaining the proper environment for equipment is to be provided and installed by the project general contractor.
4. All power and data will be fed from above for MUX Room.

6 Testing & Acceptance

After installation of the BHS, Siemens shall demonstrate its operating capability. Prior to the start of the Systems Acceptance Testing “debugging” and internal testing of the system will be substantially complete.

1. Mechanical Testing
 - a. Mechanical Static Inspection must be performed and documented to ensure the system is installed per the contract drawings and specifications. A static check sheet will be provided for each conveyor.
 - b. A load test of the conveyors must be performed per the specifications to ensure the conveyor system is capable of transporting the desired baggage load.
 - i. The load is determined by the baggage weight and the speed of the conveyor with 20 lbs/ft being the minimum requirement.
 - ii. The test shall consist of loading the conveyor with the pre-determined weight spaced equally across the belt.
 - iii. The conveyor is started and the load must ramp up and travel to the adjacent belt without slippage or any tripped breaker / blown fuse.
 - iv. If the conveyor starts and runs - the test has passed
 - v. If the conveyor is slipping or fails to start – the test has failed and the problem must be resolved.
 - vi. A Load Test Plan shall be submitted 30 days prior to actual test commencement.
2. Electrical Testing
 - a. An Electrical Static Inspection will be performed and documented to ensure the system is installed per the contract drawings and specifications.
 - b. A static check sheet will be provided for each MCP.
3. Functional Testing will be performed and verified to ensure the system performs per the contract specifications and drawings.
 - a. Functional testing will be completed before TRR and Battelle Testing is started.
 - b. A Functional Test Plan shall be submitted 30 days prior to actual test commencement.
4. IT and Software
 - a. IT and Software will be performed and verified to ensure the system performs per the contract specifications and drawings.
 - b. IT and Software testing will be completed before TRR and Battelle Testing is started to ensure graphics and reporting has been completed.
 - c. A Test Plan shall be submitted 30 days prior to the actual test commencement.

5. TSA Testing

The BHS system will be tested under the current PGDS v4.1 requirements. A Throughput and Rate Test will be performed to ensure that the contract specifications are met. The system requirements will be based on the N + 1 criteria set forth by the PGDS v4.1. The existing Legacy systems, both the Check-in input System and Outbound Sortation system will not be upgraded or tested to meet these requirements as this is the responsibility of Owner. A Site Specific Test Plan by TSA authorized representative shall be submitted 30 days prior to actual Test commencement.

- a. A "dry test run" will be performed prior to conducting the TRR/Battelle Acceptance Test per the PGDS v4.1. This Pre-TRR testing will be performed to validate the system readiness status for the TRR. Test results will be published to GIAA or its representatives.
- b. Upon successful Pre-TRR testing, final scheduling conformation and coordination with the TSA to perform the TRR will be completed.
- c. TRR Testing will be performed.
- d. TRR Test results will be analyzed, any deficiencies will be remedied and any issues will be resolved.
- e. TSA recommendations from the TRR that are required for acceptance will be implemented.
- f. TSA recommendations from the TRR that are not required for acceptance will be analyzed for impact to the system and presented to GIAA for cost benefit analysis.
- g. Upon successful TRR testing, final scheduling conformation and coordination with the TSA to perform the iSAT will be completed.
- h. iSAT will be performed.
- i. iSAT Test results will be analyzed, any deficiencies will be remedied and any issues will be resolved.
- j. TSA recommendations from the iSAT that are required for acceptance will be implemented.
- k. TSA recommendations from the iSAT that are not required for acceptance will be analyzed for impact to the system and presented to GIAA for cost benefit analysis.
- l. Upon receipt of TSA approval for live operational use the system will released for use of screening of live bags.
- m. Upon start of live bag screening the TSA 30-Day run in period shall commence.

7 Training

7.1.1 Operation and Maintenance Training

7.1.1.1 General

1. Instruct and train the Owner's operating and maintenance personnel at the worksite in a maximum of three (3) training sessions. Additional training sessions shall be provided for the Owner's BHS Operating and Maintenance personnel. Conduct this training prior to Substantial Completion.
2. Training is to be provided by an in-house subject matter expert.
3. Provide all tools, equipment, materials and supplies, and perform all functions and services required to complete the training as specified. With the exception of safety and overview training, training shall be divided into separate categories for operations training and maintenance training further broken down to specific trades.
4. No actual operations training of a piece of equipment will be permitted until the equipment is properly installed and is operational.
5. A detailed description, with associated training material/documentation, of the proposed training to be conducted shall be submitted to the Owner or his representative for review and approval in accordance with the schedule of submissions.
6. Times and duration of the classes may involve irregular hours in order to provide training of the operational and maintenance personnel on different shifts.
7. Develop and maintain a training attendance record for all operation and maintenance training sessions presented. The record is to note the following information in duplicate form. The original copy of the record shall be submitted to the Owner or his representative with the second copy being retained by the Contractor for his files. The recorded training information must include for each session:
 - a. Date of training session
 - b. Name of project
 - c. Name of Instructor
 - d. Subject of training
 - e. Time of training session
 - f. Signature and department of each attendee

7.1.1.2 Operational Training

1. Provide formal instruction of the Owner's operational personnel at the site who will be charged with operation of the BHS. Include a description and on-site demonstration of the electrical controls and their operation, modes of

operation, the operating limitations of the equipment and the safety devices and their functions.

2. Minimum requirements for Operational Training shall include, but not be limited to, the following:
 - a. Bag placement on load conveyors.
 - b. Tub usage and loading.
 - c. Operating procedures for all BHS conveyance equipment.
 - d. CBIS failsafe procedures and layout – including responsible party for clearing failsafes, as coordinated with local TSA.
 - e. Provide description of the BHS Control Interface with CBIS.
 - f. System Safety procedures, including lock-out and Tag-out requirements.
 - g. Bag Jam Clearing procedures, as coordinated with the Airport's O&M group and local TSA.
 - h. Sensitive Security Information (SSI) Training for any BHS/CBIS related reports that are classified as SSI; this training shall comply with government SSI guidelines as per the TSA's PGDS.
3. Provide a minimum of 10 hours of operational training per shift for this project, for a minimum of three (3) shifts.

7.1.1.3 Maintenance Training

1. Provide formal training of the BHS maintenance personnel with the objective of preparing the employees to perform the required preventive maintenance to minimize breakdown and to perform necessary repairs when work stoppages or breakdowns of the equipment occur. The training shall include, but not limited to the following:
 - a. Preventive and corrective maintenance procedures, including replacement of parts; lubrication quantities, types, frequencies and application points; and an estimate of the time to perform such procedures.
 - b. Special tools, techniques, or procedures required for either preventative or corrective maintenance of the equipment, or it's auxiliary or support components.
 - c. Procedures to perform adjustments required for alignment, wear and calibration for all preventative and corrective maintenance, and an estimate of time required to perform such procedures.
 - d. Assembly and disassembly procedures, including parts lists required for appropriate and corrective maintenance. Models, "exploded" views, and audiovisual materials shall be used for training. These materials shall be provided to the Owner or his representative upon completion of training. Hands on field training shall be provided, subject to the approval of the Owner or his representative but if in excess of the one (1) scheduled session, extra charges may apply.
2. The formal training shall consist of classroom and on the equipment training, as required to properly train personnel for each shift, prior to the start of operation. The training must cover all aspects of the electrical and

mechanical equipment provided in this project. The electrical aspects shall include but not be limited to, electrical controls and control systems and PLC control systems.

3. On-site training shall be scheduled to commence immediately following classroom training and shall stress hands-on performance based application of the classroom training. Equipment shall be started and relevant systems and components shall be demonstrated.
4. Provide a minimum of 20 hours of maintenance training per shift for this project, for a minimum of three (3) shifts.

7.1.1.4 Supplemental Training

If the Owner requires supplemental training beyond that specified above, provide at a time and at rates as mutually agreed upon between the Owner or his representative and the Contractor.

8 Project Closeout

1. All equipment inspections performed by GIAA or their appointed representatives have been completed and accepted by GIAA. Siemens will have received the results of this inspection in writing.
2. Passed all CBIS testing and acceptance criteria as defined by PGDS 4.1 including SAT, iSAT and Operational Run-In. Successful completion of all of these activities will be documented by the TSA or their appointed representatives
3. Performed and documented all test and commissioning activities on equipment not covered under PGDS 4.1 to the acceptance performance criteria defined by the Siemens BHS design package described in this proposal and accepted by GIAA for Operational Use. This acceptance by GIAA will be recorded in writing
4. Completed and provided a full set of "As-Built" design drawings for both the mechanical and electrical systems, complete with a drawing and equipment manifest, PLC code and Descriptions of Operation
5. Provide an "As-Built" AutoCAD drawing of the BHS layout
6. Completed all documented punch list activities provided by GIAA
7. Provided and completed all O&M documentation and training as defined by Siemens in the O&M manual supplied to GIAA
8. Issue a Final Payment and Lien Waiver Release (On receipt of final payment)
9. Issue Final Warranty Procedure Document (Interim documents will be released for phases put into operation early) to include all required contact and replacement part numbers
10. Perform full site demobilization

9 Schedule

The preliminary schedule reflects a ----- day project from issuance of a Notice to Proceed. A brief outline of the projected key milestone dates are presented below:

- | | |
|---------------------------------------|---------|
| 1. Contract Award | 9/30/13 |
| 2. Start Installation | 6/05/14 |
| 3. Battelle Certification / Live Bags | 5/11/15 |
| 4. System Complete | 7/09/15 |
| 5. Project Closeout | 8/06/15 |

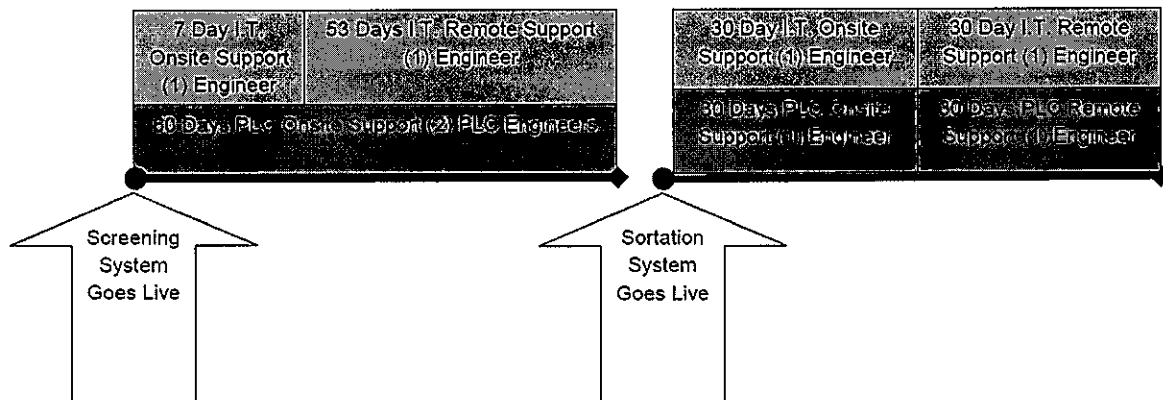
NOTE: Siemens will be providing BHS milestone updates to the PM/CM for integration into the overall project schedule. The airport or designated PM/CM is responsible to coordinate all GC works to accommodate and enable the BHS per the phasing plan presented in the schedule. Any cost arising from schedule delays or sequencing changes are not included.

Please refer to Section 12 "Attachments" for a detailed project schedule.

10 Pricing & Cost Clarification

1. **Pricing:** Siemens is pleased to provide the proposal for the work described in this document for the "Base Price" of **\$17,995,424.00 USD**. The Base Price includes BHS Engineering, Manufacturing, Installation, Testing and Commissioning, Start Up and System Warranty as described in the project contract documents. This Base Price is based on the 70% TSA submittal drawings and documentation. Any modifications made to the baggage handling system design after the TSA 70% submittal have not been accounted for in this proposal. Changes in scope may arise between the 70% and 100% submittals and any agreed to changes in scope will have to be priced and contract amount modified.
 - a. **Engineering Labor:** Consists of engineering design, drawings, documentation, coordination, programming and commissioning.
 - b. **Field Labor:** Field labor consists of installation labor as well as project management, quality management and installation management, which is necessary to supervise the additional scope.
 - c. **Mechanical and Electrical Labor:** This labor consists of Millwright mechanical foreman and electrician foreman that are qualified and experienced BHS installers on the project. Installation efforts are described above.
 - d. **60 Day Standby Support** – 60 Days after Screening System goes live. For the 60 day standby, after the CBRA Live date, we have included two engineers (one PLC and one Software) for one week 8 hours/day onsite with the remainder of the sixty days to include one PLC engineer onsite with a software engineer available remotely 24/7. We have also included two mechanical and two electrical installation support staff for 30 days (16 hours per day).
 - e. **After the Sortation Live** date for ML2 we have included 30 days onsite for one PLC engineer 8 hours/ day and a Software engineer available offsite remotely 24/7. After that and additional 30 days for both the PLC and Software engineers will be available with remote access 24/7. (see diagram below)
 - f. **Taxes.** The foregoing price includes a 4% Guam goods received tax for equipment and materials being shipped into Guam. A Business Privilege Tax (4%) is not included and Siemens is seeking an exemption from this tax on the basis that it is the sale of property to the Guam government (GIAA as an agency of the Guam government). In the event the exemption is denied, Siemens will add the 4% Business Privilege Tax as a separate line item to each invoice.

A.B. Won Pat International Airport Guam



g. **30 Day TSA run-in** (operational period) we have included 1 PLC Engineer, 2 mechanical and 2 electrical installation personnel above the onsite and 1 Software Engineer remote. The software engineer will be onsite for the first 7 days of the run-in and then available offsite with remote access. For next 30 days after completing the TSA run-in (operational period) we have 1 PLC Engineer and 1 Software Engineer available offsite with remote access.

h. **30 Day Standby Support** – 30 Days after Sort System goes live. For 30 days after beneficial use of entire sortation system TSA run-in (operational period) we have included 1 PLC Engineer onsite and 1 Software Engineer remote. The software engineer will be onsite for the first 7 days after beneficial use and then available offsite with remote access.

2. **Options** The following additional options are made available for purchase from Siemens. The following options are not included in the foregoing lump sum price. Each of the options listed below are only valid for 20 days after NTP.

a. Installing the redundant MDS workstation from the new CBIS control room and temporally installing it in the existing control room. This will allow the existing control room to review and monitor the entire system in one location during the 5 phases. As the new sort controller comes on line with phase 1 of the CBIS, it will only integrate the additions to the system until completion of the final phase. This option will eliminate the need to monitor from both control rooms at the same time once bags start using the conveyors in the new CBIS system. Once the full system is completed, the redundant MDS workstation from the existing control room

will be installed in its final configuration in the new control room and the old control room will be demolished. **Price \$24,748**

- b. The base system only contains one hand scanner on the alarm line located at the last station for the reinsertion bags, AL4-33. This price includes adding hand scanners at all TSA work stations on the alarm line not in base bid for bag tracking reporting. **Price \$50,905**
- c. The base system does not contain any hand scanners on the OG line at the TSA workstations. This price is to include hand scanners at all OG and OS TSA work stations in base bid for bag tracking reporting. **Price \$39,564**

3. Clarifications and Exclusions

- a. The price includes **\$109,000** for commissioning spare parts in our proposal. This amount will cover mechanical and electrical commissioning spares and this order will be applied to the final spares amount.
- b. The pricing includes an allowance of \$268,753 for the 4% use tax on equipment sold to site but does not include taxes for a 4% business privilege tax for which we were seeking an exemption. If the exemption is denied for any reason then we may have to add tax to the invoices thereby modifying the price.
- c. Included an allowance of \$120,000 for Building Permits and Fees.
- d. We have not included any costs for temporary electricity that would be required to perform the work within the construction zone.
- e. We have not provided any costs for toilet facilities at the Terminal.
- f. For all 58 existing conveyors not demoed (TC1 thru TC5, OS1, OS2, and all Sort Piers (SP) will reuse all existing field mounted devices, motors, and wiring. The 48 re-controlled TC1 thru TC5 and existing SP conveyors will be integrated into the new MCP's. All existing SP clutch brakes will remain. The existing OS1 and OS2 conveyors will remain in the existing MCP's in the field.
- g. Warranty starts at beneficial use for each phase of the system. Certification will be given at time of beneficial use.
- h. We are reusing the existing outside radius of TC1-2 and TC5-2 stainless steel cladding for the new 45" wide Powerturns.
- i. We have included a modem for internet connection, internet connection to be provided by others. This remote access must be made available as shown on our proposal schedule.
- j. Sample bag tags will be provided by others to confirm the readability of the ATR system.
- k. We have not included any costs to provide power upgrades that may be required for the BHS. We have not included new or modifications to existing Power Distribution Panels (PDP), wiring, and conduits associated with the power upgrade requirements. Siemens price is based on the

- proper power supplied to each MCP panel. Siemens is responsible from the MCP panel to final termination to the BHS system.
- l. Included is one Battelle system test. Additional Battelle testing is not included. We have included all labor and test bags for internal testing of our system.
 - m. Core drilled Bollards / impact protection by others
 - n. No costs or scope have been included to design, install, move or protect any TSA supplied equipment or TSA subcontractors equipment.
 - o. No Program Management or Construction Management Services have been included:
 - i. MOT Plan by others
 - ii. GC Permits by others
 - iii. Overall Integrated Project Schedule by others
 - iv. Demolition of GC related scope by others
 - v. Dumpsters for Siemens work only
 - vi. Clearing of Right of Ways for BHS by others
 - vii. Concrete or Masonry work by others
 - viii. TSA Reimbursement Application by others
 - ix. OSR and MUX Room setup by others
 - x. MEP by others
 - xi. HVAC by others
 - xii. Fire Protection or Modifications to fire protection (fire sprinkler) including any heads required for BHS by others
 - xiii. Daily Coordination Meetings managed by others
 - p. Siemens assumes that the CM/GC will handle all project scheduling requirements for this project. Siemens will provide BHS inputs for airport schedule.
 - q. Not included are any costs for a Guam office. It is Siemens understanding that the airport is to supply Siemens with office space behind the secured wall capable of housing 6 people.
 - r. No General Construction costs have been included.
 - s. Included in this proposal are Building Permits and Fees for BHS scope only.
 - t. Included in this proposal is Guam Goods Received Tax on goods shipped to Guam but does not include the Business Privilege Tax in the event an exemption is denied.
 - u. Included in this proposal are Payment and Performance Bonds.
 - v. Included in this proposal is owner Liability Insurance
 - w. Included in this proposal is a 1 year warranty from Substantial Completion or Beneficial Use of each phase.
 - x. Not included are any costs for airport, BHS, or PGDS required TSA CCTV.
 - y. Not included are any General Construction costs, like x-raying structure, cutting openings, pouring concrete, analysis of existing build structure, power upgrades, PDP's, etc.
 - z. Demolition of conveyor equipment includes removal from site but does not include disposal fee costs to remove from the island if required.
 - aa. Any additional requirements of section 19.15.2 of the General Provisions (redlined) v5 document that the parties have not agreed to during the Preconference are excluded.

11 Terms & Conditions

This offer is made subject to the GIAA Base Form Contract Template Redlined v.5 (Exhibit 7), GIAA General Provisions Redlined v.5 (Exhibit 8), the Siemens Special Provisions (Exhibit 9). Siemens was not provided the exhibits shown in the Contract Template list and will review same when submitted but does not anticipate any material changes. Siemens understands that the parties have not yet reviewed or agreed upon any modifications or supplemental terms contained in the foregoing exhibits and is willing to negotiate terms as required. Except as otherwise provided herein, all deliverables by Siemens will be in conformance with PGDS 4.1 as published by the Transportation Security Administration (TSA) as it applies to the delivery of the BHS system described in this document along with attached layouts and drawings.

This offer is valid for 30 days from the date of this document.

12 Attachments

- Attachment 1 - A.B Won Pat International Airport Guam In-line Baggage screening System 70% BHS Specification Document Number: 747-00309
- Attachment 2 - TSA Planning Guidelines and Design Standards for Checked Baggage Inspection Systems version 4.1
- Attachment 3 - 70%-Design-Drawings_BHS_Optimization-Effort_082313
- Attachment 4 - 70%-Phasing-Plan-Drawings_Optimization-Effort_082313
- Attachment 5 - Conveyor-Manifest_Rev-01_082313-70%-Submittal
- Attachment 6 - Guam Project Schedule_Rev-05_082313
- Attachment 7 - GIAA Template Contract Form redlined v.4
- Attachment 8 - GIAA Template General Provisions redlined v.4
- Attachment 9 - Siemens Special Provisions v.3
- Attachment 10 Guam Responsibility Matrix v.1

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS RESOLUTION NO. 14-01**

**RELATIVE TO THE
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES –
CONFLICTS COUNSEL
WITH FISHER & ASSOCIATES**

WHEREAS, an Agreement for Legal Services – Conflicts Counsel (the “Conflicts Counsel Agreement”) was entered into in December 2011, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA”) and Fisher & Associates; and

WHEREAS, the Conflicts Counsel Agreement provides for a term of one year with four options to extend for a period of one year each, not to exceed a total contract period of five years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of conflicts legal counsel and that it is in the best interests of GIAA to extend the term of the Conflicts Counsel Agreement for an additional one year period commencing on December 1, 2013, under the same terms and conditions as set forth in the Conflicts Counsel Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the Conflicts Counsel Agreement for an additional one year period commencing on December 1, 2013, under the same terms and conditions as set forth in the Conflicts Counsel Agreement.

DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE OCTOBER 31, 2013 REGULAR BOARD MEETING.

EDWARD G. UNTALAN, Chairman

ROSALINDA A. TOLAN

JESUS Q. TORRES

MARTIN J. GERBER

LUCY ALCORN

PEDRO P. ADA III

ATTEST:

AMANDA O'BRIEN-RIOS, Board Secretary

Update:9/20/13

**A.B. Won Pat International Airport Authority, Guam- Travel Report
FY2013 - 4th Quarter - July 2013 to September 2013**

TA	Name of traveller	Cost	Dates of Travel	Purpose	Destination	TA Expense Report Due	TA Expense Received
13-07-76	Castro, William James	\$892.36	7/19/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	7/29/2013	7/24/2013
13-07-77	Cepeda, David Guevara	\$892.36	7/19/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	7/29/2013	7/24/2013
13-07-78	Cuasito, Michael Roland	\$692.36	7/19/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	7/29/2013	7/24/2013
13-07-79	Murer, Van William	\$692.36	7/19/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	7/29/2013	7/24/2013
13-07-80	Quinene, Anthony O.	\$692.36	7/19/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	7/29/2013	7/29/2013
13-07-81	Toves-Corpuz, Cindy Marie Imaizumi	\$692.36	7/19/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	7/29/2013	7/29/2013
13-07-82	Rojas, Deborah Antoinette	\$4,093.76	07/11-23/13	Attend the "Sponsor Assurances, Leasing Policies and Minimum Standards Workshop"	Chicago, Illinois	8/2/2013	7/30/2013
13-07-83	Bustos, Cheryl Lynn	\$4,093.76	07/11-14/13	Attend the "Sponsor Assurances, Leasing Policies and Minimum Standards Workshop"	Chicago, Illinois	7/24/2013	7/24/2013
13-07-84	Leon Guerrero, Joe I.	\$3,840.26	7/6-11/13	Attended the AAAE Airport Wildlife Managers Course	St. Paul, Minnesota	7/22/2013	7/22/2013
13-07-85 A	Edward Albert Peraira Muna II DOB: 05/28/1968	\$4,090.77	7/9-11/13	Airfield Marking Symposium	Pittsburgh, PA	7/26/2013	7/25/2013
13-07-86	Domingo Molo	\$3,422.76	7/9-11/13	Airfield Marking Symposium	Pittsburgh, PA	7/21/2013	7/21/2013
13-08-87	Raymond C. Aguon	\$868.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-88	Raymond G. Santos	\$868.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-89	Delfino M. Garcia	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-90	Kenny S.Atoigue	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-91	Mark A.L. Merflan	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-92	Joseph N. Cruz	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-93	Michael P. Roberto	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	8/26/2013	8/23/2013
13-08-94	Edwin H. Kaulia Jr.	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	Cancelled	Cancelled
13-08-95	Brandon J. Aflague	\$668.36	8/16/2013	Attend the Aircraft Rescue Live Fire Re-Certification Per FAR 139	Saipan	Cancelled	Cancelled
13-07-96	Arriola, Jean Meno	\$4,508.76	7/10-17/13	Meeting with Federal GSA, Ref: TSA and LFA in San Diego	San Diego	7/27/2013	7/25/2013
13-09-97	Charles H. Ada, II			Tentative China Travel CANCELLED			
13-09-98	Rolenda L. Faasumalie			Tentative China Travel CANCELLED			
13-08-99	Ada, II Charles H	\$8,009.32	8/18-29/13	traveller will be attending the Investor Roadshow and Bond Pricing Schedule in San Francisco, Chicago, Boston and New York from August 18-29, 2013	San Francisco, Chicago, Boston and New York	9/18/2013	9/6/2013
13-08-100	Bordallo, Carlos E. P.	\$8,009.32	8/18-29/13	traveller will be attending the Investor Roadshow and Bond Pricing Schedule in San Francisco, Chicago, Boston and New York from August 18-29, 2013	San Francisco, Chicago, Boston and New York	9/18/2013	9/6/2013
13-08-101	Arriola, Jean Meno	\$7,039.20	8/19-29/13	traveller will be attending the Investor Roadshow and Bond Pricing Schedule in San Francisco, Chicago, Boston and New York from August 19-29, 2013	San Francisco, Chicago, Boston and New York	9/18/2013	9/4/2013

Update:9/20/13

**A.B. Won Pat International Airport Authority, Guam- Travel Report
FY2013 - 4th Quarter - July 2013 to September 2013**

TA	Name of traveller	Cost	Dates of Travel	Purpose	Destination	TA Expense Report Due	TA Expense Received
13-08-102	Gerber, Martin J.	\$5,906.90	8/21-29/13	traveller will be attending the Investor Roadshow and Bond Pricing Schedule in Boston and New York from August 25-29, 2013	Boston, New York	9/18/2013	9/17/2013
13-08-103	Tina R. Muna-Barnes	\$5,317.24	8/25-29/13	traveller will be attending the Investor Roadshow and Bond Pricing Schedule in New York from August 25-29, 2013	New York	Cancelled	
13-08-104	Pedro R. Martinez	\$2,563.45	9/4-7/13	traveller attending Korean-Guam Council meeting for future travel sales and increased flights from Busan to Guam.	Seoul/Busan, Korea	9/18/2013	9/12/2013
13-08-105	Joseph J. Javallana	\$2,206.70	9/4-7/13	traveller attending Korean-Guam Council meeting for future travel sales and increased flights from Busan to Guam.	Seoul/Busan, Korea	9/18/2013	9/18/2013
13-08-106	Duenas, Christopher M.	\$5,031.30	8/25-29/13	traveller will be attending the Investor Roadshow and Bond Pricing Schedule in New York from August 25-29, 2013	New York	Cancelled	



BOARD APPROVAL OF DISBURSEMENTS

September 18, 2013 - October 25, 2013

Ratified by the Board of Directors on

October 31, 2013 Regular Meeting

Payee	Amount	Purpose	Date Approved
First Hawaiian Bank	\$69,462.28	Interest Payment - Energy Savings Project	9/18/2013
Aircraft Service International Group	\$83,109.60	Outbound Baggage System for Aug 2013	9/20/2013
Guam Power Authority	\$498,634.60	Power	9/20/2013
Siemens Industry Inc.	\$150,558.39	CIP - Baggage Handling System	9/23/2013
Sumitomo Mitsui Construction Co. Ltd.	\$201,458.23	CIP - AIP 43/50/58 Water System	9/23/2013
Propacific Builder Corporation	\$136,721.89	CIP - AIP65 Replace/Upgrade Apron Area Ramp Light System	9/23/2013
BEJESS ENTERPRISES INC. DBA: GEMCCO	\$268,198.62	CIP - AIP65 Electrical (Power Hardening Phase 2)	9/23/2013
NIPPO Corporation	\$434,025.29	CIP - AIP69/75 Residential Sound Insulation Phase 2A	9/23/2013
GMP International, LLC	\$70,356.39	CIP - AIP74 ILS6L24R	9/23/2013
Lyon Associates, Inc.	\$52,518.92	CIP - CM Services Rehab Runway 6L24R AIP84	9/23/2013
Guam Cleaning Masters	\$56,235.70	Custodial Services for the month of Aug 2013	9/25/2013
Calvo Fisher & Jacob, LLP	\$81,911.85	August 2013 Services	9/26/2013
Calvo Fisher & Jacob, LLP	\$65,410.23	Specialty Retail Concession August 2013 Services	9/26/2013
Government of Guam Retirement Fund	\$166,354.67	Payroll Employee & Employers Contribution for PPE 09/21/13	9/26/2013
JBT AeroTech	\$803,264.00	CIP - AIP65 Electrical - 120 Ton Pre-Conditioned Air Units & 180 KVA Jetpower Ground Power 400 Hz Equipment	9/26/2013
N.C. Macario & Associates Inc.	\$108,397.53	CIP - Facility Upgrade & A/C Upgrade	9/26/2013
WM Engineering Services	\$67,799.85	CIP - Fire Alarm	9/26/2013
Pac Air Properties LLC	\$88,200.00	Rental Space Lease	10/2/2013
Industrial Television Services	\$71,262.00	CIP - FIDS	10/2/2013
E&A Engineers	\$116,661.86	CIP - Code Upgrade & Tiyan Parkway Development	10/8/2013

DB's Builders	\$83,762.82	Terminal Water Distribution System	10/8/2013
GHD Inc.	\$65,475.00	CIP - AIP 76 Design Stormwater Drainage & Sanitary Sewer	10/10/2013
Government of Guam Retirement Fund	\$158,853.22	Payroll Employee & Employers Contribution for PPE 10/05/13	10/14/2013
Guam Cleaning Masters	\$56,235.67	Custodial Services for the Month of September 2013	10/16/2013
Aircraft Service International Group	\$84,617.20	Outbound Baggage System for September 2013	10/21/2013
JBT AeroTech	\$634,151.00	CIP - AIP65 Electrical - 120 Ton Pre-Conditioned Air Units & 180 KVA Jetpower Ground Power 400 Hz Equipment	10/21/2013
Government of Guam Retirement Fund	\$158,779.42	Payroll Employee & Employers Contribution for PPE 10/19/13	10/24/2013
GHD Inc.	\$65,486.00	CIP - AIP 76 Design Stormwater Drainage & Sanitary Sewer	10/25/2013
WM Engineering Services	\$59,422.39	CIP - Fire Alarm	10/25/2013
TOTAL:	\$4,957,324.62		



Executive Manager's Report

GIAA Board of Directors Meeting

October 31, 2013

AIRLINE ISSUES

Oren Air Charters

Avia Charters and HIS Tour officials met with Airport officials on October 22, 2013 to discuss the commencement of once weekly charter services by Oren Air from Khabarovsk and Vladivostok, Russia. The inaugural flight for Khabarovsk/Guam is scheduled for November 7, 2013 with an arrival time of 1:40 pm and departure at 3:00 pm, and is scheduled every Thursday through March 2014. The inaugural flight for Vladivostok/Guam is scheduled for November 8, 2013 with an arrival time of 12:45 pm and departure at 2:00pm, operating on Fridays through March 2014. Oren Air will be utilizing B737-800 series aircraft with a one-class seating configuration of 189 seats for both flights.

Japan Airlines

Japan Airline's (JAL) business profile has expanded with the opening of a full flight crew training center here at the A.B. Won Pat International Airport Authority, Guam (GIAA). A certificate presentation took place on Monday, October 14, 2013. Lt. Governor Ray Tenorio presented certificates to 4 cadets who started flight training on Guam. The cadets will be trained to operate two of JAL's fleet models that include the B737-800 and the B767-300. In addition to take-off and landing, they will also be practicing touch-and-goes. Aircraft will remain overnight over a ten-day training period each month for a period of five years.

Japan Airlines has announced it will be operating charters in Winter from Tokushima and Takamatsu, Japan, in addition to their regularly scheduled flights from Narita.

Fiscal Year 2013 Financial Audit

The Entrance Audit with Ernst and Young is tentatively scheduled for mid-November 5, 2013. The purpose of the audit, preliminary timelines, the accounting system, reporting activity and internal controls will be discussed with the Auditor prior to commencement of the project.

FAA Issues

UDO Projects

In a teleconference held on October 24, 2013 with the Honolulu District office, GIAA Management and staff reported on the status of GUM UDO projects with the FAA. Detailed information will be presented in the status of CIPs in Old Business, Item D.

Airport Emergency Table Top Exercise

GIAA is in the planning stage of its Table Top Exercised scheduled for December 4, 2013. The annual Table Top Exercise a requirement for the GIAA pursuant to Code of Federal Regulations (CFR) Title 14, and Federal Aviation Regulation (FAR) 139.

Executive Manager's Report
GIAA Board of Directors Meeting
October 31, 2013

Legislative Issues

A roundtable discussion was held November 23, 2014 at the Legislative Session Hall on the Customs Users Fees which recently increased from \$6.36 to \$8.29 per passenger. The User Fees offsets the rent Customs pay for space in the Terminal and the Integrated Air Cargo Facility.


ANNOUNCEMENTS

- A Veterans Day Event is planned for November 8, 2013. The Families of our Fallen Heroes will be presented the banners now on display in the East Ticket Lobby. A digital presentation on a 52 inch flatscreen will honor our Fallen Brave thereafter. Airport staff is working closely with the Fallen Heroes of the Pacific Foundation and the Family Support Group of the National Guard to ensure all honor and respect are given to our heroes and their survivors.
- The 9th Airports Council International Asia-Pacific Small Airports Seminar hosted by the Guam International Airport Authority ended on a very successful note with delegates commenting on the quality of speakers and topics, and rating as a very favorable conference location and organization. Thank you to all Board members who attended the Developing Nations training on Airport Finance, and to all Board, Management and staff who participated in the conference as part of the committee or attending participants. All delegates especially enjoyed the social activities hosted and commented on the hospitality and great food they were provided during their conference on Guam.

October 30, 2013

MEMORANDUM

To: Mr. Edward G. Untalan
Chairman
GIAA Board of Directors

From: Carlos Bordallo 
Comptroller

Subject: Operating Results - Revenues and Expenses as of
September 30, 2013

Attached herewith is GIAA's Operating Results Report for the month ending September 30, 2013. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended September 30, 2013.

The key operating results for 12 month(s) of FY 2013 ending September 30, 2013 - (in \$000's) are:

CATEGORY	YEAR-TO-DATE				FORECAST FOR FULL YEAR-FY13	
	Budget FY 13 Y-T-D	Actual FY 13 Y-T-D	% Variance Budget vs. Actual		Actual Y-T-D + Remaining FY 13 Budget	% Variance Budget vs. Estimate for Full Year
			Y-T-D Current Month	Y-T-D Last Month		
Total Signatory Revenues	\$27,322.2	\$29,194.0	6.9%	7.9%	\$29,194.0	6.9%
Total Concession Revenues	\$10,857.7	\$12,010.9	10.6%	6.1%	\$12,010.9	10.6 %
Total PFC's	\$5,975.4	\$6,559.7	9.8%	9.8%	\$6,559.7	9.8%
Total Other Revenues	\$15,144.7	\$17,289.5	14.2%	15.4%	\$17,289.5	14.2%
Total Operating Revenues	\$59,300.0	\$65,054.0	9.7%	9.3%	\$65,054.0	9.7%
Total Operating Expenses	\$40,442.4	\$36,461.6	-9.8	-11.2%	\$34,461.6	-9.8%
Net Revenues from Operations	\$18,857.6	\$28,592.4	51.6%	55.8%	\$28,952.4	51.6%
Non-Operating Expenses	\$500.0	\$367.9	-26.4%	-26.4%	\$367.9	-26.4%
Other Available Moneys/other sources of funds	\$4,783.2	\$4,848.0	1.4%	2.0 %	\$4,808.0	1.4%
Net Debt Service Coverage	1.39	2.06	47.9%	49.5%	2.06	47.9%

Page 2 - Operating Results as of September 30, 2013

Year-to-date Total Signatory Revenues for the month ending September 30, 2013 are above Budgeted revenues by **6.9%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues and Passenger Facility Charges are above budget estimates by **10.6%** and by **9.8%**, respectively.

Year-to date Total Other Revenues, inclusive of non-signatory and non-airline revenues, are above the budget estimate by **14.2%**.

Year-to-date Total Operating Revenues Actual of **\$65.1M** is **9.7%** above the budget estimate of **\$59.3M**.

Year-to-date Total Operating Expenses are below budget by **-9.8%**. Components of this line item include a **-5.1%** decrease in Personnel Service, a **-12.0%** decrease in Contractual Services, a **-23.1%** decrease in Materials & Supplies and a **-100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$28.6M** reflects an increase of **51.6%** over the year-to-date budgeted amount of **\$18.9M**.

Finally, our year-to-date results for Debt Service Coverage is at **2.06** versus the requirement of **1.25**.

Should you have any questions, please contact me at your convenience.

Attachments

cc: Board of Directors
Executive Manager
Deputy Executive Manager
Frank R. Santos, Expansion
Division Heads

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of September 30, 2013 (unaudited)

	CURRENT MONTH				Budget Full Year	YEAR -TO - DATE				FULL YEAR FORECAST	
	Actual	Budget	Actual	%Var		Actual	Budget	Actual	%Var	Actual/Est	%Var
	FY2012	FY2013	FY2013	Bud Vs Act'l		FY2012	FY2013	FY2013	Bud Vs Act'l		
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	251.0	272.8	282.1	3.4%	3,274.1	2,979.1	3,274.1	3,357.8	2.6%	3,357.8	2.6%
Departure Fees	545.3	538.2	565.3	5.1%	6,494.8	6,348.1	6,494.8	6,928.3	6.7%	6,928.3	6.7%
Arrival Fees	525.4	601.4	568.7	-5.4%	6,448.5	6,417.8	6,448.5	7,320.2	13.5%	7,320.2	13.5%
Immigration Inspection Fees	191.7	185.4	214.9	15.9%	2,229.4	2,316.9	2,229.4	2,730.6	22.5%	2,730.6	22.5%
Loading Bridge Use Fees	299.8	407.3	370.7	-9.0%	4,836.4	3,669.0	4,836.4	4,633.6	-4.2%	4,633.6	-4.2%
Apron Use Fees	151.8	119.2	121.2	1.6%	1,522.1	1,963.8	1,522.1	1,591.8	4.6%	1,591.8	4.6%
Landing Fees	208.7	197.1	200.1	1.5%	2,516.9	2,697.9	2,516.9	2,631.8	4.6%	2,631.8	4.6%
Total Signatory Revenue	2,173.8	2,321.5	2,323.0	0.1%	27,322.2	26,392.6	27,322.2	29,194.0	6.9%	29,194.0	6.9%
Enplaned Signatory Pax	134,879	131,656	138,907	5.5%	1,588,924	1,558,818	1,588,924	1,694,533	6.6%	1,694,533	6.6%
Cost per Enplaned Pax	\$16.12	\$17.63	\$16.72	-5.2%	\$17.20	\$16.93	\$17.20	\$17.23	0.2%	\$17.23	0.2%
Revenues from Sources other than											
Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse (DFS)	610.9	711.0	1,244.2	75.0%	7,490.3	7,486.4	7,490.3	8,525.3	13.8%	8,525.3	13.8%
In-flight Catering	63.4	61.8	68.4	10.7%	729.8	758.8	729.8	811.5	11.2%	811.5	11.2%
Food & Beverage	75.4	78.5	81.1	3.3%	897.5	902.4	897.5	914.0	1.8%	914.0	1.8%
Rental Cars	84.3	77.0	82.1	6.5%	922.0	935.2	922.0	949.4	3.0%	949.4	3.0%
Other Concession Rev	78.1	68.2	69.8	2.3%	818.1	834.4	818.1	810.8	-0.9%	810.8	-0.9%
Total Concession Revenues	912.2	996.5	1,545.6	55.1%	10,857.7	10,917.3	10,857.7	12,010.9	10.6%	12,010.9	10.6%
Passenger Facility Charges	477.9	495.0	542.0	9.5%	5,975.4	6,037.7	5,975.4	6,559.7	9.8%	6,559.7	9.8%
Other Revenue	1,258.0	1,234.7	1,331.3	7.8%	15,144.7	14,996.2	15,144.7	17,289.5	14.2%	17,289.5	14.2%
Total Operating Revenue	4,821.9	5,047.7	5,741.8	13.8%	59,300.0	58,343.8	59,300.0	65,054.0	9.7%	65,054.0	9.7%
II. Operating Expenses:											
Personnel Services	1,237.3	1,244.6	1,295.6	4.1%	16,180.4	14,166.8	16,180.4	15,347.7	-5.1%	15,347.7	-5.1%
Contractual Services	1,662.5	1,554.6	1,645.8	5.9%	22,778.8	19,152.0	22,778.8	20,046.7	-12.0%	20,046.7	-12.0%
Materials & Supplies	221.9	23.0	111.3	384.1%	1,388.7	1,178.4	1,388.7	1,067.2	-23.1%	1,067.2	-23.1%
Equipment/Furnishings	0.0	0.0	0.0	0.0%	94.5	0.0	94.5	0.0	-100.0%	0.0	-100.0%
Total Operating Expenses	3,121.8	2,822.2	3,052.8	8.2%	40,442.4	34,497.2	40,442.4	36,461.6	-9.8%	36,461.6	-9.8%
Net Income from Operations	1,700.1	2,225.5	2,689.1	20.8%	18,857.6	23,846.6	18,857.6	28,592.4	51.6%	28,592.4	51.6%

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of September 30, 2013 (unaudited)

CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
Actual FY2012	Budget FY2013	Actual FY2013	%Var Bud Vs Act'l		Actual FY2012	Budget FY2013	Actual FY2013	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l

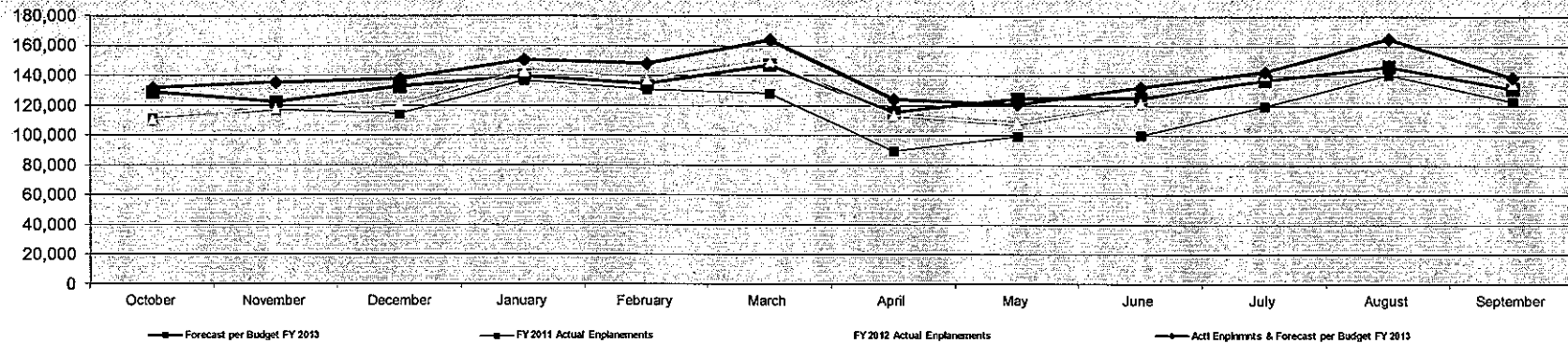
III. Other Revenues and Expenses

Less:	Non Operating Expense(Ret/DOI/OHS)	30.8	0.0	0.0	0.0%	500.0	419.5	500.0	367.9	-26.4%	367.9	-26.4%
Add:	Interest on Investments	76.6	83.6	1,667.1	1894.3%	1,003.1	1,064.3	1,003.1	2,633.4	162.5%	2,633.4	162.5%
Net Revenues		1,745.9	2,309.1	4,356.2	88.7%	19,360.8	24,491.4	19,360.8	30,858.0	59.4%	30,858.0	59.4%
Add:	Other Sources of Funds	75.8	37.9	14.7	-61.2%	454.8	316.0	454.8	519.5	14.2%	519.5	14.2%
Add:	Other Available Moneys	359.8	360.7	360.7	0.0%	4,328.5	4,317.4	4,328.5	4,328.5	0.0%	4,328.5	0.0%
Net Revenues and Other Available Moneys		<u>2,181.5</u>	<u>2,707.7</u>	<u>4,731.6</u>	<u>74.7%</u>	<u>24,144.1</u>	<u>29,124.7</u>	<u>24,144.1</u>	<u>35,706.0</u>	<u>47.9%</u>	<u>35,706.0</u>	<u>47.9%</u>
Debt Service payments		<u>1,438.9</u>	<u>1,442.8</u>	<u>1,438.8</u>	<u>-0.3%</u>	<u>17,313.9</u>	<u>17,265.0</u>	<u>17,313.9</u>	<u>17,309.9</u>	<u>0.0%</u>	<u>17,309.9</u>	<u>0.0%</u>
Debt Service Coverage		<u>1.52</u>	<u>1.88</u>	<u>3.29</u>	<u>75.2%</u>	<u>1.39</u>	<u>1.69</u>	<u>1.39</u>	<u>2.06</u>	<u>47.9%</u>	<u>2.06</u>	<u>47.9%</u>
Debt Service Requirement		<u>1.25</u>	<u>1.25</u>	<u>1.25</u>		<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>		<u>1.25</u>	

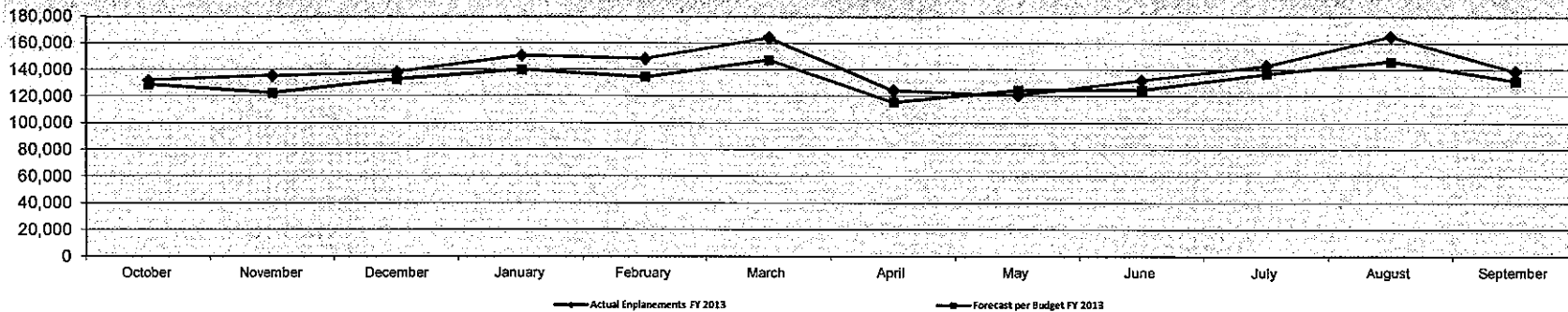
SUMMARY SIGNATORY

Enplanements	October	November	December	January	February	March	April	May	June	July	August	September	Total
Forecast per Budget FY 2013	128,893	122,608	133,068	140,289	134,964	147,609	116,012	125,078	125,126	137,214	146,408	131,656	1,588,924
FY 2008 Actual Enplanements	107,866	113,787	114,732	129,914	122,836	125,310	100,756	110,143	110,926	117,433	124,690	99,145	1,377,538
FY 2009 Actual Enplanements	96,587	102,001	100,515	123,234	114,550	123,061	99,415	98,005	84,556	111,273	119,504	108,317	1,281,018
FY 2010 Actual Enplanements	94,630	105,230	108,410	132,016	129,523	137,257	102,312	112,910	111,671	133,353	147,419	132,165	1,446,896
FY 2011 Actual Enplanements	112,043	117,861	115,206	137,595	131,263	128,645	90,184	99,827	100,434	119,730	140,999	123,086	1,416,873
FY 2012 Actual Enplanements	110,962	118,092	121,031	143,545	137,851	149,600	113,893	107,914	122,061	141,014	165,376	135,017	1,566,356
Actl Enplanmts & Forecast per Budget FY 2013	131,910	135,518	138,186	150,971	148,524	164,380	124,701	121,128	132,315	142,967	165,026	138,907	1,694,533
FY 2013 versus FY 2012	18.88%	14.76%	14.17%	5.17%	7.74%	9.88%	9.49%	12.24%	8.40%	1.38%	-0.21%	2.88%	8.18%

FY 2011 - FY 2013 Signatory Airlines Actual and Forecast of Enplanements



Fiscal Year 2013 Actual Enplanements versus Forecast



Actual versus Forecast													
Enplanements	October	November	December	January	February	March	April	May	June	July	August	September	Total
Actual Enplanements FY 2013	131,910	135,518	138,186	150,971	148,524	164,380	124,701	121,128	132,315	142,967	165,026	138,907	1,694,533
Forecast per Budget FY 2013	128,893	122,608	133,068	140,289	134,964	147,609	116,012	125,078	125,126	137,214	146,408	131,656	1,588,924
Actual Enplanements Over/(Under) Forecast	3,017	12,910	5,118	10,682	13,560	16,771	8,689	(3,950)	7,189	5,753	18,618	7,251	105,609
Cumulative Total	3,017	15,927	21,045	31,727	45,288	62,059	70,748	66,798	73,987	79,740	98,358	105,609	
Percentage Over/(Under) Forecast													
	October	November	December	January	February	March	April	May	June	July	August	September	
% Monthly	2.3%	10.5%	3.8%	7.6%	10.0%	11.4%	7.5%	-3.2%	5.7%	4.2%	12.7%	5.5%	
% Cumulative Total	2.3%	6.3%	5.5%	6.0%	6.9%	7.7%	7.7%	6.4%	6.3%	6.1%	6.7%	6.6%	
Month to Month Trend													
	October	November	December	January	February	March	April	May	June	July	August	September	
Actual Enplanements	131,910	135,518	138,186	150,971	148,524	164,380	124,701	121,128	132,315	142,967	165,026	138,907	
Month to Month Increase/(Decrease)		3,608	2,668	12,785	-2,447	15,856	-39,679	-3,573	11,187	10,652	22,059	-26,119	
Month to Month Increase/(Decrease) In %		2.7%	2.0%	9.3%	-1.6%	10.7%	-24.1%	-2.9%	9.2%	8.1%	15.4%	-15.8%	



GIAA Program Status and UDO Analysis on Open AIP Grants

FY	Loc ID	Description	Grant #	Grant Amount	Balance as of 7/25/13	UDO	Balance as of 10/31/13	UDO	Comments
2009	GUM	Improve Airport Utility Infrastructure (Electrical System) - Phase 1	3-66-0001-65	\$7,000,000	\$4,269,781	61%	\$92,298	1%	
2009	GUM	Conduct Airport Master Plan Study Update	3-66-0001-66	\$700,000	\$90,335	13%	\$51,578	7%	
2009	GUM	Extend Runway 6L/24R - Phase 5	3-66-0001-67	\$744,647	\$0	0%	\$0	0%	FCO
2009	GUM	Rehabilitate Runway 6L/24R	3-66-0001-68	\$4,807,180	\$0	0%	\$0	0%	FCO
2009	GUM	Noise Mitigation Measures for Residences w/n 65-69 DNL - Phase 5	3-66-0001-69	\$2,000,000	\$1,071,565	54%	\$618,011	31%	
2009	GUM	Extend Runway 6L/24R - Phase 7	3-66-0001-70	\$3,294,390	\$0	0%	\$0	0%	FCO
		<i>Amendment No. 1 to AIP 70</i>	3-66-0001-70	\$494,158	\$0	0%	\$0	0%	FCO
2009	GUM	Complete Construction of Parallel Taxiway - Phase 2	3-66-0001-71	\$3,005,610	\$0	0%	\$0	0%	FCO
		<i>Amendment No. 1 to AIP 71</i>	3-66-0001-71	\$450,842	\$0	0%	\$0	0%	FCO
		Sub Total:		\$22,496,827	\$5,431,681	24%	\$761,887	3%	
2010	GUM	Extend Runway 6L/24R - Phase 8	3-66-0001-72	\$4,000,000	\$0	0%	\$0	0%	FCO
		<i>Amendment No. 1 to AIP 72</i>	3-66-0001-72	\$600,000	\$0	0%	\$0	0%	FCO
2010	GUM	Rehabilitate Runway 6L/24R - Phase 1 (Design only)	3-66-0001-73	\$1,500,000	\$124,644	8%	\$119,105	8%	
2010	GUM	Install Instrument Landing System (ILS) Runway 6L - Phase 1	3-66-0001-74	\$2,172,362	\$0	0%	\$0	0%	
2010	GUM	Noise Mitigation Measures for Residences w/n 65-69 DNL - Phase 6	3-66-0001-75	\$2,000,000	\$1,884,036	94%	\$1,884,036	94%	
2010	GUM	Improve Airport Utility Infrastructure (Sewer & Storm Water Drainage) - Phase 1 (Design only)	3-66-0001-76	\$1,550,000	\$1,545,031	100%	\$1,094,665	71%	
2010	GUM	Collect Airport Data for the Airports Geographic Information System (AGIS)	3-66-0001-77	\$675,000	\$0	0%	\$0	0%	
2010	GUM	Install Instrument Landing System (ILS) Runway 6L - Phase 2	3-66-0001-78	\$4,827,638	\$957,279	20%	\$771,336	16%	
2010	GUM	Conduct Environmental Assessment for Sewer and Storm water Drainage	3-66-0001-79	\$700,000	\$459,204	66%	\$422,184	60%	
		Sub Total:		\$18,025,000	\$4,970,194	28%	\$4,291,326	24%	



GIAA Program Status and UDO Analysis on Open AIP Grants

FY	Loc ID	Description	Grant #	Grant Amount	Balance as of 7/28/13	UDO	Balance as of 10/31/13	UDO	Comments
2011	GUM	Extend Runway 6L/24R - Phase 9	3-66-0001-80	\$1,975,678	\$0	0%	\$0	0%	FCO
2011	GUM	Miscellaneous Airport Improvements - Phase 3	3-66-0001-81	\$2,304,801	\$2,226,702	97%	\$2,222,129	96%	
2011	GUM	Miscellaneous Airport Improvements - Phase 4	3-66-0001-82	\$1,400,000	\$1,326,954	95%	\$1,322,609	94%	
			Sub Total:	\$5,680,479	\$3,553,656	63%	\$3,544,738	62%	
2012	GUM	Extend Runway 6L/24R - Phase 10	3-66-0001-83	\$2,000,000	\$0	0%	\$0	0%	FCO
2012	GUM	Rehabilitate Runway 6L/24R - Phase 2	3-66-0001-84	\$5,441,024	\$4,621,601	85%	\$4,416,154	81%	
			Sub Total:	\$7,441,024	\$4,621,601	62%	\$4,416,154	59%	
2013	GUM	Extend Runway 06L/24R - Phase XI	3-66-0001-85	\$2,005,605	-		\$2,005,605	100%	
2013	GUM	Rehabilitate Runway 06/24R - Phase 3	3-66-0001-86	\$1,876,981	-		\$1,876,981	100%	
2013	GUM	Acquire one (1) 3,000-gallon Aircraft Rescue & Fire Fighting (ARFF) Vehicle	3-66-0001-87	\$1,017,000	-		\$1,017,000	100%	
2013	GUM	Update Airport Master Plan Study	3-66-0001-88	\$500,000	-		\$500,000	100%	
			Sub Total:	\$5,399,586	\$0	0%	\$5,399,586	100%	
			GRAND TOTAL:	\$59,042,916	\$18,577,132	31%	\$18,413,691	31%	

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
CAPITAL IMPROVEMENT PROJECTS**

PROJECT TITLE		TOTAL PROJECT COST	FEDERAL GRANTS	GIAA FUNDS	BOND PROCEEDS	PURPOSE/COMMENTS	EST. START DATE	EST. END DATE
PRIORITY 1								
1	International Arrivals Corridor with Building Seismic Upgrades	\$53,900,000	\$13,200,000		\$40,700,000	Permanent solution to TSA mandate. 3rd level corridor for arrivals only with vertical circulation from gate groups. Must include seismic upgrades.	13-Oct	16-Sep
2	Hold Bag Screening Relocation	\$26,069,263	\$24,899,330		\$1,169,933	In-line bag screening with BHS. Check in capacity restored. Reduced costs for TSA and airlines.	13-Oct	14-Sep
3	SSCP Improvements	\$3,100,000			\$3,100,000	Increase security screening lanes and expand queueing area.	13-Dec	14-Dec
4	FIDS Replacement	\$5,000,000			\$5,000,000	Replace obsolete and non-reliable system with multimedia multipurpose software/hardware.	13-Dec	14-Oct
5	Integrated PLB Replacement	\$8,200,000	\$2,000,000		\$6,200,000	Replace 5 aged loading bridges and 34 power and pre-conditioned air point of use units.	13-Oct	14-Jun
6	Common Use Check-In Facilities	\$2,800,000			\$2,800,000	Single airline check-in program with counter modifications and expanded use of kiosks. Avoids expanded building footprint.	13-Dec	15-Mar
7	Fuel System Improvements	\$1,000,000			\$1,000,000	Improve fire supression system and connections.	13-Nov	14-Jun
8	Parking Expansion	\$7,400,000			\$7,400,000	Single level parking deck over commercial vehicle area to replace capacity loss from expanded access road. Improves passenger service.	14-Jan	15-Jan
9	Interisland Passenger Facility	\$3,000,000			\$3,000,000	Separate processing facility for domestic interisland operations. No CBP and minimal TSA inspections.	14-Feb	15-Aug
10	ARFF Facility Replacement	\$11,600,000	\$10,440,000		\$1,160,000	Replace aged Navy structure with code compliant facility meeting FAA standards.	13-Nov	15-Jun
11	Cargo Apron Relocation	\$7,700,000	\$6,930,000		\$770,000	New cargo only apron adjacent to integrated air cargo facility. Hydrant fuel capability.	14-Jan	16-Jan
12	Replace Terminal Seating	\$3,500,000			\$3,500,000	Replace dilapidated seating and expand additional seating to other terminal areas.	13-Nov	14-Aug
SUB TOTALS		\$133,269,263	\$57,469,330	\$0	\$75,799,933			

PRIORITY 2								
13	Access Control and Security Improvements	\$4,000,000			\$4,000,000	Replace security access control system with biometric system. Facility modifications as security solutions.	14-Mar	16-Jun
14	Terminal Flooring Replacement	\$2,700,000			\$2,700,000	Replace deteriorating tile surface with durable non-skid material with longer life cycle.	14-Mar	15-Mar
15	Upgrade Airport IT and FMS	\$2,000,000			\$2,000,000	Upgrade financial management system, add facility management GIS and improve infrastructure.	14-Jan	14-Sep
16	Route 10A Landscape Component	\$1,700,000			\$1,700,000	Incorporate landscaping mediums consistent with DPW project to expand the Route 10A access roadways.	14-Jun	16-Jun
17	Enclose Arrival Tunnels	\$1,200,000			\$1,200,000	Increase arrivals lobby area through enclosing arrival tunnel with climate control. Adds commercial areas.	14-Jun	15-Dec
18	Replace Conveyance Systems	\$2,600,000			\$2,600,000	Replace with energy efficient equipment. Includes elevators, escalators and moving walks.	13-Dec	15-Mar
19	Strengthen and Expand Curbside Canopies	\$2,800,000			\$2,800,000	Expand departures curbside canopies for extended weather protection and security reinforcement.	14-Apr	15-Aug
20	1% Arts Program	\$639,000			\$639,000			
21	Unencumbered Proceeds	\$16,271,067			\$16,271,067			
	SUB TOTALS	\$33,910,067	\$0	\$0	\$33,910,067			
	TOTALS	\$167,179,330	\$57,469,330	\$0	\$109,710,000			


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RECOMMENDATION OF COUNSEL

TO: Board of Directors
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

CC: Mr. Charles H. Ada II
Executive Manager
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

FROM: Janalynn Cruz Damian 
CALVO FISHER & JACOB LLP

DATE: October 21, 2013

SUBJECT: Executive Session

Pursuant to 5 G.C.A. § 8111(c)(1), I hereby recommend that the Board of Directors of GIAA conduct an Executive Session at the next regularly scheduled Board meeting to discuss pending or threatened litigation to which GIAA is or may be a party.