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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, June 26, 2014, 3:00 p.m. GIAA TERMINAL CONFERENCE ROOM #3

CALL TO ORDER AND ATTENDANCE

The June 26, 2014 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 3:10 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Offices or positions:

Edward G. Untalan

Chairman

Martin Gerber

Rosalinda A. Tolan

Gurvinder Sobti

Directors Absent:

Jesus Q. Torres

Vice Chairman

Lucy M. Alcorn (Excused)

GIAA Officials:

Charles H. Ada II

Carlos P. Bordallo

Frank R. Santos

Jean M. Arriola

Gerard Bautista

Benny Baza

Victor Cruz

VICTOR CIUZ

Ed Muna

Janalynn Cruz Damian, Esq.

Joseph G. Javellana

Executive Manager

LXECULIVE IVIAIIAGEI

Acting Assistant Comptroller

Business and Financial Consultant

Air Services Manager

Air Terminal Manager

Fire Chief

Engineer Supervisor

Airport Operations Superintendent

Program Coordinator IV

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.









APPROVAL OF AGENDA

The Chairman asked if there were any changes to the agenda. No changes were requested. On motion duly made by Director Tolan, seconded by Director Sobti, the agenda as presented was unanimously approved.

3. APPROVAL OF MINUTES

A. May 29, 2014 Regular Meeting

The next item on the agenda was approval of the minutes of the May 29, 2014 regular meeting.

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

Resolution No. 14-43

The Board hereby approves the minutes of the May 29, 2014 regular meeting, subject to corrections.

4. CORRESPONDENCE

The next item on the agenda was Correspondence.

The first matter discussed was a letter addressed to the Executive Manager from Richards & Associates. The law firm, which is based in Florida and represents Star Marianas Air, Inc., was inquiring on operations out of the small commuter terminal. The Executive Manager informed the Board that the FAA is aware of the inquiry, and that talks with the FAA concerning the inquiry is anticipated.

5. OLD BUSINESS

The next item on the agenda was Old Business.

A. Status of Capital Improvement Projects

The first matter discussed was the Status of Capital Improvement Projects. Mr. Frank Santos, Business and Financial Consultant, presented three (3) schedules to the Board for review. The first schedule presented was the UDO (Undistributed Obligations Analysis). Mr. Santos provided updates relative to ongoing FAA projects, to include the procurement of the ARFF fire fighting truck, the contract has been executed and GIAA is currently waiting for the notice to proceed from the FAA. The expected time span will

GIAA Board of Directors Regular Meeting June 26, 2014 Page 3 of 10

be one (1) year for production and delivery. Mr. Santos announced that GIAA had been given a green rating from the FAA for moving quickly with 2013 grants. Mr. Santos announced that all grants are moving forward, the only grant that GIAA will request an extension for will be the Noise Mitigation Measures, which is a grant from 2010. The reason for the extension is that GIAA will be able to do sound insulation on approximately ten (10) to fifteen (15) additional homes. Discussion followed relative to the Noise Mitigation project.

Reporting on Bond projects, Mr. Santos provided an update on the International Arrivals Corridor project, stating that a workable concept by E&A and Gensler has been reviewed and will be formally presented to the Board and stakeholders in mid-July, at which time the cost estimate will be provided. Mr. Santos went on to provide an update to the Board on the Hold Bag Screening Relocation project.

Mr. Santos went on to inform the Board of Management's request to consider a transfer of \$2M from the Unencumbered Proceeds to BAR Insurance/Soft Costs, which is for Builders All Risk insurance and Administrative Costs. Discussion followed relative to insurance.

Chairman Untalan inquired on the Arts Program. Mr. Santos offered a brief update.

Discussion referred back to the Builders All Risk insurance, with Director Gerber expressing his concern with transferring money from the Unencumbered Proceeds. Mr. Santos reassured the Board, stating that the \$2M is an allowance, and not a true cost. Director Gerber inquired if this decision needed to be made today, and requested that the Board spend a little more time deciding.

Mr. Santos announced that there are no changes with the balances for the Capital Improvement Fund schedule as it is yet to be updated. Mr. Carlos Bordallo, Comptroller, added that it is near completion. Chairman Untalan inquired that with the amount of the projects on the table currently, and the fact that the balances are not available, who will be accounting for all of the monies. Mr. Santos replied that with the Bond monies as well as the federal projects there are no issues, the FAA grants are coming in based on a draw down to the FAA. Chairman Untalan stated that there is constant reporting or requesting for a draw down, and asked why it is so difficult for the capital improvement fund to be accounted for. Mr. Bordallo replied that it would be completed. The Chairman expressed the importance of the Board knowing what the balances are. Discussion followed relative to projects on the Capital Improvement Fund schedule.

B. Approval of Board Resolution No. 14-42: Authorizing Signatories on GIAA's Bank Accounts

The second matter discussed was the authorization of signatories on GIAA's Bank accounts. Ms. Jean Arriola, Air Services Manager, informed the Board that the resolution basically is a correction to include Chairman Untalan as a signatory, and went on to inform the Board of the other significant changes.

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

Resolution No. 14-42

WHEREAS, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority")has several bank accounts and desires to designate the individuals authorized to execute checks, drafts, or other orders for and on behalf of GIAA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby designates two of the following individuals together to execute checks, drafts, or other orders for and on behalf of GIAA:

- 1. Charles H. Ada II; Executive Manager
- 2. Pedro R. Martinez, Deputy Executive Manager
- 3. Edward G. Untalan, Chairman of the Board
- 4. Jean M. Arriola, Airport Services Manager
- 5. Carlos B. Bordallo, Comptroller; and
- 6. Antoniette L. Bautista, General Accounting Supervisor
- 7. Barbara Limtiaco, General Accounting Supervisor

BE IT RESOLVED FURTHER, that one of the two signatories must include any one of the following: the Chairman, the Executive Manager, the Deputy Executive Manager; or the Comptroller.

BE IT RESOLVED FURTHER, that the authority of the above-designated individuals to execute checks, drafts, or other orders for and on behalf of GIAA shall be limited only to authorized expenditures of GIAA and as is consistent with the execution of their respective duties, statutory or otherwise, as officers or directors of GIAA.

BE IT RESOLVED FURTHER, that the designation of the above-named individuals supersedes all prior designations by the Board of Directors of GIAA on file at all banking institutions at which GIAA maintains its accounts.

6. NEW BUSINESS

The next item on the agenda was New Business.

A. Approval of Award - RFQ No. GIAA-001-FY14, Architectural/Engineering & Surveying Services Indefinite Delivery Indefinite Quantity Contract

The first matter discussed was the approval of award under the Request for Qualifications for Architectural/Engineering & Surveying Services Indefinite Delivery Indefinite Quantity Contract, RFQ No. GIAA-001-FY14 (the "RFQ"). The Executive Manager informed the Board that the RFQ solicited proposals from professional firms to provide architectural, engineering and surveying services for the terminal building and airport properties. A total of twenty-five (25) firms showed their interest by obtaining the RFQ package; however, twenty-two (22) firms responded by submitting their proposals before the established deadline. After receipt of all proposals, an Evaluation Committee was established to perform an independent evaluation of the proposals to determine the best qualified proposer. The proposals were evaluated based on the point system assigned for each criteria identified in the RFQ package. As a result of the evaluation committee's tabulation, the selected firms in order of their ranking are as follows:

- 1. Proposer U
- 2. Proposer H
- 3. Proposer T
- 4. Proposer C
- 5. Proposer K
- **6.** Proposer J
- **7.** Proposer S
- 8. Proposer L
- **9.** Proposer M
- **10.** Proposer B
- **11.** Proposer A
- **12.** Proposer G
- **13.** Proposer N
- **14.** Proposer O
- **15.** Proposer E
- **16.** Proposer R
- **17.** Proposer D
- **18.** Proposer Q
- **19.** Proposer F
- 20. Proposer V
- **21.** Proposer I
- 22. Proposer P

Management recommends the approval of the ranking results and the contract award to all Proposers for the Architectural/Engineering & Surveying Services Indefinite

GIAA Board of Directors Regular Meeting June 26, 2014 Page 6 of 10

Delivery Indefinite Quantity Contact subject to negotiations of fair and reasonable fees, on a per project and per service basis.

The Chairman inquired on the firm's specialties. Mr. Santos informed the Board that the Airport has previously contracted eighteen (18) of the twenty-two (22) firms directly. In terms of the disciplines, of the twenty two (22) firms, five (5) are strictly architects; five (5) are civil engineers; two (2) are electrical engineers; one (1) mechanical engineer; and one (1) firm is a land surveyor; nine (9) of the firms are multi-disciplined. All firms are licensed for civil, structural and construction management. Mr. Santos informed the Board that currently there are approximately twenty three (23) projects.

The Executive Manager added that with the number of projects on the books for this fiscal year, the RFQ will allow the Airport to simultaneously engage as many projects as possible without disrupting operations or customer service.

Chairman Untalan inquired on some of the projects which the firms will be working on. The Executive Manager responded stating that the escalators would be one of the immediate projects, another will be the project in regard to the small commuter terminal. Mr. Santos added that the RFQ contained a list of projects and it is not limited to the twenty three (23) projects; although Management's intent is to focus on the projects listed, which does not include FAA projects.

Director Gerber inquired on the firms with the same disciplines, and how will the Airport insure all firms are treated fairly. Mr. Santos responded, stating that the evaluation will dictate where each firm ranks, and assured the Board that all firms will be used. Director Gerber inquired if the FAA approves the RFQ. Mr. Santos replied that the previous Indefinite Delivery Indefinite Quantity included FAA projects, for this instance GIAA decided to remove those projects as the FAA requires an RFP as opposed to an RFQ. Discussion followed relative to disciplines and their ranking.

Chairman Untalan inquired if the RFQ had been reviewed by legal counsel. Mr. Santos responded confirming that legal counsel has reviewed all documents.

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

Resolution No. 14-44

The Board hereby approves the ranking results and contract award to all Proposers for Architectural/Engineering & Surveying Services Indefinite Delivery Indefinite Quantity Contract, RFQ No. GIAA-001-FY14, subject to negotiation of fair and reasonable fees, on a per project and per service basis; and legal counsel review.

The Executive Manager announced to the Board the names of the proposers are as follows:

- 1. Proposer U TRMA
- **2.** Proposer H SSFM
- 3. Proposer T Duenas Camacho & Associates
- 4. Proposer C N.C. Macario & Associates
- **5.** Proposer K E&A Engineers
- **6.** Proposer J Rim Architects
- **7.** Proposer S EMCE
- **8.** Proposer L EMPSCO
- **9.** Proposer M GMP
- **10.** Proposer B Coffman
- **11.** Proposer A WM Engineering
- **12.** Proposer G E.M. Chen & Associates
- **13.** Proposer N GHD
- 14. Proposer O Architects Laguana, LLC
- **15.** Proposer E Architects Enrico Cristobal
- **16.** Proposer R J.T. Lizama & Associates
- **17.** Proposer D TG Engineers
- **18.** Proposer Q Lyon
- **19.** Proposer F Engineering Partners
- **20.** Proposer V Coeval Design
- **21.** Proposer I Serisola & Associates
- **22.** Proposer P 6GV Corporation

Discussion followed relative to the timeframe the projects will begin.

- **B.** Approval of FAA Grant Agreement (\$2,950,939.00) AIP Project No. 3-66-0001-089-2014 Rehabilitate Runway 06/24R Phase IV
- C. Approval of FAA Grant Agreement (\$1,556,987.00) AIP Project No. 3-66-0001-090-2014 - Install Instrument Landing System (ILS) Runway 06L - Phase III

The second matter discussed was FAA Grant Agreement, AIP Project No. 3-66-0001-089-2014, Rehabilitate Runway 06/24R, Phase IV, in the amount of \$2,950,939.00. The Executive Manager informed the Board that this was an entitlement grant from the FAA. The total cost of the project is \$15.9M, GIAA has received approximately \$8M to date in addition to the \$2,950,939.00. The Airport is currently starting the process of phases II and III. The project is expected to be completed by December 2015.

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The third matter discussed was FAA Grant Agreement, AIP Project No. 3-66-0001-090-2014, Install Instrument Landing System (ILS) Runway 06L - Phase III, in the amount of \$1,556,987.00. The Executive Manager informed the Board that this is also an entitlement grant from the FAA. The total cost of the project is \$9.5M, GIAA has received approximately \$7.7M to date. The Executive Manager reported that the project is complete but GIAA cannot activate the system until the runway rehabilitation project is complete.

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

Resolution No. 14-45

The Board hereby approves FAA Grant Agreement, AIP Project No. 3-66-0001-089-2014, Rehabilitate Runway 06/24R, Phase IV in the amount of \$2,950,939.00; and FAA Grant Agreement, AIP Project No. 3-66-0001-090-2014, Install Instrument Landing System (ILS) Runway 06L - Phase III in the amount of \$1,556,987.00.

Mr. Santos informed the Board of an important note regarding the grants, stating that the grants are normally at a 90% FAA and 10% sponsor, however AIP Project No. 3-66-0001-089-2014, the first \$2M will be at 100%, anything above \$2M will be 90% FAA and 10% sponsor.

7. REPORT OF EXECUTIVE MANAGER

The next item on the agenda was the report of the Executive Manager.

The Executive Manager reported on various matters concerning airline and charter operations to include Dynamic Air operating its first of 39 round trip scheduled charters from Beijing to Guam and arrived on Saturday, June 21, 2014 at 10:50 a.m. United Airlines applied to the USDOT on May 28, 2014 for the authority to begin nonstop service between Guam and Shanghai, China.

GIAA participated in GHS/OCD's "Typhoon Pakyo Exercise", which simulated response and actions taken by all agencies in a pre-set scenario. The exercise is a seven day functional exercise that began June 19 and ran through June 25, 2014.

The Executive Manager reported that GIAA's Fiscal Year 2015 Financial Budget has been compiled. The preliminary budget will be distributed for signatory airline review, and discussion will be scheduled in late July or early August 2014.

Relative to Procurement, the Executive Manager announced that the submission deadline for the Purchase and Delivery of Police Package Motorcycles IFB is July 2, 2014;

GIAA Board of Directors Regular Meeting June 26, 2014 Page **9** of **10**

and the submission deadline for the Purchase and Delivery of Crew/King Cab Vehicles IFB is June 27, 2014.

The Executive Manager announced that the 1st Cycle of ARFF Fire recruits graduated on June 20, 2014, at 9:00a.m. in a ceremony at the Sheraton Laguna Guam Resort. Governor Eddie Baza Calvo and Lieutenant Governor Ray Tenorio presented the Graduation Address to GIAA's fifteen (15) new fire fighters, with Judge Maria Cenzon administering the Fire Fighter's Oath. The first inspection was made of the new members of units A & B, and orders were given to the successful graduates. Chairman Untalan congratulated Fire Chief Benny Baza, stating that it's a great accomplishment.

8. REPORT OF THE COMPTROLLER

The next item on the agenda was the report of the Comptroller.

Mr. Carlos Bordallo, Comptroller, provided a report to the Board on the revenues and expenses of the Authority as of May 31, 2014. Mr. Bordallo reported that year-to-date Total Signatory Revenues are above budgeted revenues by 1.1%, year-to-date Total Concession Revenues and Passenger Facility Charges are above budget estimates by 1.2% and 1.2%, respectively. Further, year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues, are above the budget estimate by 4.7%. Year-to-date Total Operating Revenues Actual of \$44.7M is 1.9% above the budget estimate of \$43.9M. Year-to-date Total Operating Expenses are below budget by -10.6%. The actual year-to-date Net Revenues from Operations of \$20.4M reflects an increase of 22.6% over the year-to-date budgeted amount of \$16.6M. The Authority's year-to-date results for Debt Service Coverage is at 1.53 versus the requirement of 1.25.

Discussion followed relative to revenue from charter flights and account receivables.

Director Gerber inquired on power consumption. Mr. Santos provided the Board with a brief update relative to the Airport's power and water consumption, with discussion following relative to solar panels.

Chairman Untalan inquired on the FY2015 Budget. The Comptroller replied that the budget is required to be submitted to the Signatory Airlines by July 1, 2014. He added that tomorrow he should have some preliminary numbers. The Chairman inquired if the fifteen (15) new fire fighters were incorporated into the budget. The Comptroller replied yes.

Director Tolan inquired on GIAA's Police Division requesting for additional manpower. The Executive Manager responded that there were a number of positions that were announced and evaluated, therefore included in the budget.

9. EXECUTIVE SESSION

On motion duly made by Director Tolan, seconded by Director Gerber, at 4:35 p.m. the Board recessed regular session.

Upon written recommendation of counsel, the Board convened executive session at 4:44 p.m. to discuss pending litigation. On motion duly made by Director Tolan, seconded by Director Sobti, executive session adjourned at 5:03 p.m., at which time the Board reconvened the regular session.

10. 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.

For the Board's information, Director Tolan provided the Board with a brief update relative to the finalization of the Signage Policy which was approved at the April 24, 2014 Board meeting, stating that there still are a number of minor details to be discussed.

11. ADJOURNMENT

There being no further business to address before the Board, on motion duly made by Director Tolan, seconded by Director Gerber, at 5:04 p.m., the meeting was adjourned.

Dated this 6th, day of Avqust, 2014.

Edward G. Untalan

Chairman

Gurvinder Sobti

Secretary

Attest:

Prepared and Submitted By:

Amanda O'Brien-Rios

Corresponding Secretary



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BOARD OF DIRECTORS REGULAR MEETING 3:00 p.m., Thursday, June 26, 2014

GIAA TERMINAL CONFERENCE ROOM #3

<u>Public Notice</u>
First Notice:
Marianas Variety – June 19, 2014
Notice to Media – June 19, 2014

Second Notice: Marianas Variety – June 24, 2014 Notice to Media – June 24, 2014

AGENDA

- 1. Call to Order and Attendance
- 2. Approval of Agenda
- **3.** Approval of Minutes
 - A. May 29, 2014 Regular Meeting
- 4. Correspondence
- 5. Old Business
 - A. Status of Capital Improvement Projects
 - B. Approval of Board Resolution No. 14-42: Authorizing Signatories on GIAA's Bank Accounts
- 6. New Business
 - A. Approval of Award RFQ No. GIAA-001-FY14, Architectural/Engineering & Surveying Services Indefinite Delivery Indefinite Quantity Contract
 - B. Approval of FAA Grant Agreement (\$2,950,939.00) AIP Project No. 3-66-0001-089-2014 - Rehabilitate Runway 06L/24R - Phase IV
 - C. Approval of FAA Grant Agreement (\$1,556,987.00) AIP Project No. 3-66-0001-090-2014 - Install Instrument Landing System (ILS) Runway 06L -Phase III
- 7. Report of Executive Manager
- **8.** Report of the Comptroller
- 9. Executive Session
- 10. Public Comments
- **11.** Adjournment











A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM BOARD OF DIRECTORS REGULAR MEETING 3:00 P.M., THURSDAY, JUNE 26, 2014 GIAA TERMINAL CONFERENCE ROOM #3

SIGN IN SHEET

PRINT NAME COMPANY/AGENCY JM Arrish FRAUL SANTOS GIAA EPC J. CARO VILTOR J. CRUZ 12. 15. 17. 19.

UK says cyber-spies monitor Facebook use

LONDON (AP) –The U.K.'s electronic spy agency is legally allowed to track the online activities of millions of Britons who use U.S.-based platforms such as Facebook, Twitter and Google, Britain's top counterterrorism official has said.

In a witness statement made public Tuesday, Office for Security and Counterterrorism chief Charles Farr said data sent on those services is classed as "external" rather than "internal" communications because the companies' servers are based outside Britain.

Amnesty International said that amounted to "industrial-scale intrusion," but Farr said this did not amount to mass surveillance because the vast majority of messages intercepted in this way are not read.

The distinction between external and internal interactions is significant because Britain's electronic intelligence agency, GCHQ, has broad powers to intercept communications outside the country, but needs a warrant and suspicion of wrongdoing to monitor domestic Internet traffic.

A broad definition of what constitutes "external" communications expands the amount of data GCHQ can scoop up to include the daily activities of millions of British Internet users.

In the first public explanation of the rules used by Britain's cyber-spies, Farr said emails sent between two people in Britain would usually be classed as internal even if they traveled by route outside the country. But Facebook and Twitter posts or searches on Google or YouTube that went to data centers outside the British Isles would fall under the external category.

Farr said data scooped up in this way "cannot be read, looked at or listened to" except in strictly limited circumstances. Rules exist to limit the way harvested data can be searched and how long it can be retained, but the full details of the regulations have never been made public.

"It is important to note the significant distinction between the act of interception itself, and a person actually reading, looking at or listening to intercepted material," Farr wrote.

Britain's Home Office confirmed the document was genuine. It was written in response to a legal action by civil liberties groups including Amnesty, Liberty, Privacy International and the American Civil Liberties Union, who are seeking to curb cyber-spying, and was published by the groups.

James Welch, legal director

of Liberty, said Farr's document revealed that Britain's intelligence agencies "are operating in a legal and ethical vacuum."

"If there was any remaining doubt that our snooping laws need a radical overhaul there can be no longer," he said.

Simon McKay, a criminal lawyer and author of a leading textbook on covert policing, said Farr's statement provided a "lifting of the veil of secrecy" on spying.

"The statement admits GCHQ are routinely intercepting communications from what are commonly known as social networking sites," McKay said. "The suggestion that they do not monitor them is a little harder to swallow."

Britain's Home Office, which is responsible for security and counterterrorism, said it could not comment on an ongoing legal challenge.

The rights groups launched their legal action after leaks about cyber-snooping from former U.S. National Security Agency contractor Edward Snowden. He revealed details of a program called PRISM, which gives the NSA access to Internet companies' customer data, and a British operation, TEMPORA, that allows GCHQ to harvest data from undersea cables

sia said. A ship and several boats fi- were searching for survivors

and a helicopter will soon be dispatched, he said.

No reason was immediately given for the accident.

Tens of thousands of Indonesians work illegally in plantations and other industries in Malaysia. They sometimes risk dangerous boat journeys to return home.

66 missing as migrants' boat sinks in Malaysia

KUALA LUMPUR, Malaysia (AP) – A wooden boat carrying 97 Indonesian migrants capsized and sank after leaving Malaysia's west coast, and rescuers scrambled to save 66 people still missing, Malaysia's maritime agency said Wednesday.

The boat sank shortly after midnight about 2 nautical miles (3.7 kilometers) from shore on the outskirts of Kuala Lumpur

while trying to leave Malaysia illegally, said the agency's official, who declined to be named because he was not authorized to speak to the media.

He said that the Indonesians, including women and children, were believed to be heading home ahead of the start of the holy Muslim month of Ramadan.

Thirty-one people have been rescued so far, the official

WASHINGTON (AP) – U.S. special forces seized a "key leader" of the deadly Benghazi.

about the attack at the diplomatic compound. He denied involvement and said that he had aban-

WASHINGTON (AP) – U.S. special forces seized a "key leader" of the deadly Benghazi, Libya, attack and he is on his way to face trial in the U.S. for the fiery assault that killed the U.S. ambassador and three other Americans, the Obama administration announced Tuesday. It was the first breakthrough in the sudden overseas violence in 2012 that has become a festering political sore at home.

President Barack Obama said the capture on Sunday of Ahmed Abu Khattala sends a clear message to the world that "when Americans are attacked, no matter how long it takes, we will find those responsible and we will bring them to justice."

As recently as last August,



President Barack Obama speaks about the capture of Libyan militant suspected of killing Americans in Benghazi, during his visit to TechShop in Pittsburgh, Pa., Tuesday, June 17.

though, Abu Khattala told The Associated Press that he was not in hiding nor had he been questioned by Libyan authorities about the attack at the diplomatic compound. He denied involvement and said that he had abandoned the militia. Administration officials said Tuesday that despite his media interviews, he "evaded capture" until the weekend when military special forces, including members of the Army's elite Delta Force, nabbed him.

Whatever the path to his capture, he was headed for the United States to face what Obama called "the full weight of the American justice system." Obama called the Libyan an "alleged key leader" of the attack.

U.S. officials said Abu Khattala was being held on the Navy amphibious transport dock ship USS New York, which was in the Mediterranean Sea.

Explosion hits World Cup viewing area in NE Nigeria

DAMATURU (Reuters) – An explosion tore through a venue in the northeast Nigerian town of Damaturu where fans had gathered to watch a World Cup soccer match on Tuesday, a police official said, declining to give further details.

Several pickup trucks carrying bodies arrived at the nearby General Sani Abacha Specialist Hospital, a hospital source said, adding: "There are also many casualties in the emergency room."

It was not immediately clear if anyone had been killed, or how many people had been injured. A Reuters witness near the scene heard a loud boom, and some residents said they also heard a second explosion.

Police Commissioner Marcus Danladi confirmed the explosion, adding that police were still trying to gather information.

Damaturu is the capital of Yobe state, an area that has been devastated by attacks from militant Islamist group Boko Haram, which in April abducted more than 200 girls from a school in neighbouring Borno state.

The Nigerian government has advised residents to avoid gathering in public to watch the

Such assaults on the often-ramshackle television viewing centres have raised fears militant groups will target supporters gathering to cheer on the global soccer contests.

World Cup, concerned about possible attacks.

Earlier this month, a bomb blast targeting another informal venue in northeast Nigeria where soccer fans had gathered killed at least 14 people and wounded 12.

Such assaults on the oftenramshackle television viewing centres have raised fears militant groups will target supporters gathering to cheer on the global soccer contests.

Many fans in soccer-mad Africa rely on informal venues – often open-sided structures with televisions set up in shops and side streets – to watch live coverage of the sport.

Boko Haram – whose name roughly translates as "Western education is sinful" – has declared war on all signs of what it sees as corrupting Western influence.

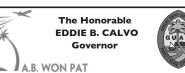
The group has killed thousands since 2009 in its push to carve out an Islamic state in Nigeria's restive north.

라한국부인회 The Korean Women's Association of Guam

P.O. BOX 9252 TAMUNING 96931 GUAM, USA

	Income	Expenses	Net Amount
Cash Balance 01 Jan. 2013			\$1,345.00
Income Fundraising Activities	\$99,165.00	\$95,795.00	\$3,370.00
Christmas Gala Fundraising			
Sandcastle			
Miscellaneous other Expenses		\$ 2,641.39	
with Receipts			
Cash Balance 31 Dec. 2013			\$2,073.61

Certifieid true and correct by: Young K. Yi, KWAG President





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, June 26, 2014 at 3:00 p.m.** in Terminal Conference Room No. 3. In addition to regular matters, pursuant to 5 G.C.A. §8111(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)



Matt Weiss / Va

The Korean-based Lotte Hotels & Resorts Co. took over the Aurora Resort & Spa. Lotte Hotel Guam is set to open soon.

Lotte Hotel Guam to open June 30

By Jasmine Stole jasmine@mvguam.com *Variety News Staff*

LOTTE Hotel Guam will open its doors next Monday, according to a statement from the hotel.

Representatives from the company were unavailable for comment yesterday, but the hotel company published the news online on June 19. The hotel had been expected to open last month, according to Variety files.

The Korean-based Lotte Hotels & Resorts Co. took over the Aurora Resort & Spa after it was shut down last summer.

PRESERVE. PLA

The company calls its Guam hotel a 5-star hotel with prime beachfront property. It is located beside Hotel Nikko Guam in Tumon. The hotel has 18 stories, 222 guest rooms, and a multi-purpose banquet hall which can accommodate up to 350 guests, in addition to a conference room and three seminar rooms.

Lotte Hotel Guam will also offer a buffet restaurant called La Sienne, named after the river in France, as well as a bar and bakery.

An outdoor pool, a kids' room and a 24-hour fitness center are

also located within the hotel property.

Lotte Hotel Guam is the first of the hotel chain properties to open on U.S. soil. The company also has hotels in Japan, Uzbekistan, Vietnam, Russia and Korea. Lotte Hotel has leased the property it sits on in Tumon from Aurora Resort for 20 years, Variety files state.

Lotte Hotels & Resorts is the hospitality branch of the Lotte Group which is the parent company of Lotte DFS. Lotte DFS is the new operator of retail concessions in the A.B. Won Pat International Airport.



"Part of the reason

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- Tom Camacho,

GOSA president

By Louella Losinio louella@mvguam.com Variety News Staff

AFTER expressing displeasure at the stalled implementation of guidelines for the Indigenous Fishing Rights Act, the Guam Organization of Saltwater Anglers submitted an alternative bill to fast-track the process.

Sen. Rory Respicio, chairman of the human and natural resources committee, recently convened a status hearing on the proposed rules and regula-

tions during which the organization proposed the alternative measure.

During the public hearing, GOSA President Tom Camacho submitted the draft bill called the Guam Fisheries Act of 2014 to the legislative committee. He said the measure was put

together in 2010 by organizations such as the Guam Fishermen's Cooperative, Marianas Underwater Fishing Federation and GOSA.

"All of the members came to the table and said, 'you know we have to do something about this because the Department of Agriculture is running rampant.' There is no direction. We need to put a council together to guide them, to show them where they should be going," he said.

He said the bill provided an opportunity for the fishing community to get back to the table.

"Part of the reason why this bill came to light is that we were looking at opportunities to allow access to safe fishing areas," he said.

After the legislature passed P.L. 29-127 in December 2008, the department was supposed to develop and submit the rules

and regulations, in accordance with the Administrative Adjudication Act, to the legislature 90 days after enactment.

Still waiting

But since then, the legislature is still waiting for the Department of Agriculture to submit the draft rules and regulations for the implementation of the legislation.

The latest status revealed that the department has not touched the 21st version of the proposed procedures since 2012.

P.L. 29-127 also mandates

that the department obtain advice and input at all stages of development of the rules from an Indigenous Native Resources Task Force comprised of 10 representatives from Chamorro grassroots organizations.

Although a task force was initially

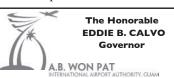
convened for the development of the rules and regulations, the department has yet to discuss the current draft of the rules and regulations with the group.

Respicio asked if the marine resource management council proposed by the bill can be the one to develop the rules and regulations for the law.

Camacho said: "I can guarantee that if you look at its composition, it allows the indigenous grassroots to come to the table. It allows the fishing organizations to come to the table. It allows the governor to appoint. It allows more people that will be invited in a public forum to make these discussions. We are not government employees so we are not afraid."

Respicio assured the group that he will go over the bill as well as the alternate project – the culturally managed areas – proposed by the Department of Agriculture.







The Honorable RAY TENORIO Lt. Governor

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, June 26, 2014 at 3:00 p.m.** in Terminal Conference Room No. 3. In addition to regular matters, pursuant to 5 G.C.A. §8111(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)

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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, May 29, 2014, 3:00p.m. GIAA TERMINAL CONFERENCE ROOM #3

1. CALL TO ORDER AND ATTENDANCE

The May 29, 2014 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 3:06 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present: Offices or positions:

Edward G. Untalan Chairman

Lucy M. Alcorn Rosalinda A. Tolan Gurvinder Sobti

Directors Absent:

Jesus Q. Torres (Excused) Vice Chairman

Martin Gerber (Off-Island)

GIAA Officials:

Charles H. Ada II Executive Manager

Ann Bautista Acting Assistant Comptroller
Frank R. Santos Business and Financial Consultant

Jean M. Arriola Air Services Manager Gerard Bautista Air Terminal Manager

Benny Baza Fire Chief

Victor Cruz Engineer Supervisor

Ed Muna Airport Operations Superintendent

Franklin Taitano Procurement Supervisor Joseph G. Javellana Program Coordinator IV

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.

At this time Chairman Untalan announced that Director Sonny Ada regrettably will not be renewing his term with the Airport due to personal reasons. The Chairman stated that it is a great loss to the GIAA Board of Directors, however with the remaining Directors carrying the load the Board will certainly be able to proceed.

2. APPROVAL OF AGENDA

The Chairman asked if there were any changes to the agenda. No changes were requested. On motion duly made by Director Tolan, seconded by Director Sobti, the agenda as presented was unanimously approved.

3. APPROVAL OF MINUTES

A. April 24, 2014 Regular Meeting

The next item on the agenda was approval of the minutes of the April 24, 2014regular meeting. Director Tolan requested that the minutes state that she had thanked Management and employees for attending both the swearing in ceremony and the confirmation hearing.

Chairman Untalan requested for clarification relative to the 10% effort as stated in the minutes for the International Arrivals Corridor project. Mr. Frank R. Santos, Business and Financial Consultant, responded stating that it is a 10% design effort.

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

Resolution No. 14-38

The Board hereby approves the minutes of the April 24, 2014 regular meeting, subject to corrections.

4. CORRESPONDENCE

The next item on the agenda was Correspondence.

The first matter discussed was email correspondence from Senator Michael San Nicolas to the Executive Manager in reference to a scheduled legislative roundtable discussion relative to the Airport's ground transportation operations. The Executive Manager informed the Board that Management reviewed the current policies which are in need of being updated. With regard to the Airport's current operating standards, the Airport has three (3) vendors at this time as opposed to one (1) when the policies were written. The Executive Manager announced that the roundtable discussion is scheduled for June

4, 2014 at 2:00 p.m., and added that hopefully Management could provide the Board with a draft update before that date. The Executive Manager went on to inform the Board that the FAA has been briefed on the matter and is quite concerned. He added that Management is committed to sharing the draft plan with the FAA, and all communications and any decisions on the matter moving forward with the Board.

The Chairman announced that he would like to attend the roundtable discussion. The Chairman noted that the perception is the Airport is constantly making a lot of money, however, for the last five (5) years it has been the grants that have helped the Airport's assets grow. With the grants slowly decreasing, the effort now needs to be focused on the development of real property and the five (5) year limitation is a hindrance. Discussion ensued relative to the scheduled roundtable discussion.

5. OLD BUSINESS

The next item on the agenda was Old Business.

A. Status of Capital Improvement Projects

The first matter discussed was the Status of Capital Improvement Projects. Mr. Frank Santos presented three (3) schedules to the Board for review. Mr. Santos informed the Board that based on the passenger count from two (2) years ago, GIAA is limited to receive an amount of \$4.5M in "entitlements". The discretionary money will be directed to two (2) projects, the Instrument Landing System ("ILS"), and Rehabilitate Runway 6L/24R. Mr. Santos went on to provide updates relative to the Undistributed Obligations (UDO)Analysis.

Moving on to the second schedule, the Bond Projects, Mr. Santos announced that majority of these projects are pending the Indefinite Delivery Indefinite Quantity ("IDIQ") RFQ solicitation. Mr. Santos announced that twenty-one (21) firms have submitted proposals and hopefully by the next Board meeting all of the evaluations should be completed. Discussion followed relative to the RFQ and who is to oversee the project.

Mr. Santos provided updates to the Board to include the draft for the 10% design effort for the International Arrivals Corridor. The Airport will do an advance review and present it to the Board at the next meeting. The next largest project is the Hold Bag Screening Relocation. The notice to proceed has been issued and is scheduled to be completed by April 2015. Discussion ensued relative to the timeline.

Reporting on the Passenger Loading Bridges, Mr. Santos announced the seventeen (17) pre-conditioned air units and the seventeen (17) ground power units that have been installed and operating since May 27, 2014, the warranty began the day after. All the

units previously leased for over \$300,000.00 per year may be returned back to the owner. Director Sobti inquired on how long the units had been leased. Mr. Frank Santos responded two (2) years.

Mr. Santos added that in regard to the Bond Projects, Management had contemplated replacing five (5) loading bridges, however, that option is being revisited and Management would like to proceed with a plan to refurbish fifteen (15) loading bridges, excluding Gate 18 which was already refurbished, and Gate 21, which procurement is a tabled item from the January 15, 2014 special meeting. The procurement for Gate 21 is recommended for a sole source procurement with JBT AeroTech Jetway Systems, the manufacturer of the existing passenger loading bridges. Mr. Santos noted the concerns raised in the January special meeting with regard to the replacement of Gate 21 being sole sourced. With the fact that Management was planning to purchase more, Management agreed with the concerns raised. Since that time Management has determined that the life span of the remaining bridges may be increased by five (5) to ten (10) years based on a refurbishment program as opposed to full replacement.

Director Alcorn inquired on the cost of full replacement. Mr. Santos responded, stating that based on the quote for Gate 21, full replacement would cost the Airport \$855,495.00. Director Sobti inquired on the cost to refurbish and the life span after refurbishment. Mr. Santos replied the that the cost is approximately \$200,000.00 each, and with regard to life span, the older bridges would last possibly five (5) to ten (10) years, the newer bridges ten (10) years. Discussion followed relative to the process of refurbishing the bridges, with Mr. Gerard Bautista, Air Terminal Manager, informing the Board that refurbishing one bridge would take six (6) to seven (7) months.

Mr. Santos explained that Managements' recommendation is to refurbish fifteen (15) passenger loading bridges, which can be done through the current contract with JBT AeroTech. However, Management is requesting authorization to proceed with the procurement of Gate 21 replacement as that bridge had previously been worked on to try to extend the life span to three (3) years, but had died out before the three (3) years, and is now inoperable for safety reasons.

Chairman Untalan inquired on who will conduct the refurbishment. Mr. Santos responded, stating that the current contractor, JBT AeroTech, would conduct the refurbishment, however, it would be the local maintenance team. The Chairman inquired on the warranty, if any, associated with refurbishing. Mr. Santos stated that it depends. In terms of corrosion control, there would be no warranty, however, there would be a warranty for parts ordered. Brief discussion ensued relative to assessments.

The Chairman inquired on the amount appropriated for the loading bridges. Mr. Santos informed the Board \$8.2M was appropriated from Bond monies of which \$5.4M is left.

Director Alcorn inquired on the life span of a brand new loading bridge. Mr. Gerard Bautista responded that the life span goes up to over ten (10) years based on the elements, and explained the comparison between Guam and Hawaii.

Director Tolan inquired on the time line on the replacement of Gate 21. Mr. Santos replied six (6) to nine (9) months.

Discussion followed relative to the funding for the refurbishment, with Mr. Santos stating that Managements' intent is not to exceed the budget, to secure a savings in which all the bridges would receive a benefit of a face lift or increase the operational capacity, and use the savings to cover a potential shortfall with the International Arrivals Corridor project.

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

Resolution No. 14-39

The Board hereby approves Management's recommendation to proceed with the sole source procurement of the Replacement Passenger Loading Bridge for Gate 21 with JBT AeroTech Jetway Systems, subject to legal counsel review.

Mr. Santos went on to present the last schedule, the Capital Improvement Projects. Mr. Santos announced that Management has added two (2) projects to the listing for the Board to consider. The first project, Replace Terminal Roofing System in the amount of \$1.6M. Mr. Santos informed the Board that the Airport has been experiencing prevalent leakage throughout the Terminal and the intent is to replace the entire roofing system.

The second project, Improve Arrival and Inspection Facilities in the amount of \$2.5M, to enhance passenger facilitation through improvements to Customs and Border Protection ("CBP") area, Customs and Quarantine ("CQA") area of baggage claim, and the Arrivals Lobby. Mr. Santos expressed the urgency in enhancingthe CBP area as customers are experiencing a longer processing time. Discussion followed relative to CBP's personnel issues, and informed the Board of the Automated Passport Control kiosks to be included in the enhancements, allowing U.S. citizens who are members of the Global Entry program and non U.S. citizens who are members of ESTA to shorten their wait time in the CBP area. Mr. Santos informed the Board that with GIAA's size and number of passengers, the minimum number of kiosks required is twenty (20), and based on the only two (2) manufacturers' estimates in the United States, with the ESTA technology the cost will be approximately \$1.1M for the twenty (20) kiosks. Management will prepare the specifications and do the studies before coming back to the Board for approval. The authorization from the Board would be just to establish the two (2) projects as part of the Capital Improvement Projects.

The Chairman inquired on which of the projects on the list were active and the funding amount for the two (2) projects. Mr. Santos responded stating that all of the projects listed are active, and went on to explain the funding process for this list. Discussion followed relative to funding and timelines, with Mr. Santos informing the Board that by the next Board meeting he will provide an updated list of balances along with a list of prioritized active projects.

Director Tolan requested an update for the bathroom renovations. Mr. Gerard Bautista gave a brief update as requested. Chairman Untalan further requested for a list of the funds available.

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

Resolution No. 14-40

The Board hereby approves Management's recommendation to include two (2) projects to the Capital Improvement Projects listing- (1) Replace Terminal Roofing System in the amount of \$1.6M, and (2) Improve Arrival and Inspection Facilities in the amount of \$2.5M, both subject to funding availability.

6. **NEW BUSINESS**

The next item on the agenda was New Business.

A. Approval of Award - IFB No. GIAA-C01-FY14, Demolition and Remediation of Various Airport Facilities - Phase II

The first matter discussed was the approval of award under the Invitation for Bid for Demolition and Remediation of Various Airport Facilities - Phase II, IFB No. GIAA-CO1-FY14 (the "IFB"). The Executive Manager informed the Board that the IFB solicited bids from firms to provide construction work inclusive of all labor, materials, supplies and equipment to demolish buildings. The project also includes remediation of lead and asbestos materials prior to the demolition work. Fourteen (14) firms/individuals purchased the bid packages and five (5) firms submitted bid proposals before the submission deadline. The firms were evaluated and all five (5) were determined to be responsible and responsive. The Executive Manager informed the Board that the lowest responsive, responsible total bid amount received is \$363,205.90 or 58% below the government estimate of \$873,256.00, submitted by Ian Corporation. Funding for this bid is available under AIP Grant Nos. 3-66-0001-81 and 82. Management recommends that the Board approve the contract award of \$363,205.90 to Ian Corporation, who has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Regulations, subject to review by legal counsel.

The Executive Manager informed the Board that Ian Corporation is the current vendor for the Demolition of the former GPD building, Phase I which is approximately 80% complete. The Executive Manager also added that FAA's Mr. Ron Simpson was very impressed during his visit to Guam with the current vendor and their demolition work with the former GPD building.

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

Resolution No. 14-41

The Board hereby approves the contract award for Demolition and Remediation of Various Airport Facilities - Phase II, IFB No. GIAA-C01-FY14 to Ian Corporation in the amount of \$363,205.90, subject to review by legal counsel.

7. REPORT OF EXECUTIVE MANAGER

The next item on the agenda was the report of the Executive Manager.

The Executive Manager reported on various matters concerning airline and charter operations to include the meeting with Dynamic Air on April 28, 2014, where plans were finalized to operate non-stop regular flights between Guam and Beijing every five days beginning June 21, 2014. Dynamic Air's inaugural flight landed on Guam on January 29, with more than 200 people on board.

Philippine Airlines will be increasing operations from Manila to Guam beginning October 26, 2014, from five flights to seven flights weekly. This increases seat capacity by 300 weekly, and adds 29% more seat capacity annually, from 39,000 to 54,600 seats.

The Executive Manager reported that the FAA's Ron Simpson inspected Guam's facilities, toured capital improvement projects, and was fully briefed on significant Airport issues from May 19 to 21, 2014. GIAA and the FAA executed the "Land Use Change Authorization" for approximately 15.24 acres of property. The Authorization will permit GIAA to grant the Government of Guam a right-of-way easement for the construction of Phase I, Tiyan Parkway.

GIAA's Triennial Drill Exercise was held on May 22, 2014. GIAA fared well in the exercise with extensive participation from local and federal agencies that included the Guam Fire Department, Guam Police Department, Public Health & Social Services, Guam Memorial Hospital, Office of Homeland Security, Navy and Andersen Fire Departments, Naval Hospital, Transportation Security Administration, Guam Customs & Quarantine, and U.S. Customs & Border Protection as well as United Airlines, who played the role of the

distressed airline. The Executive Manager reported on a mishap that transpired during the exercise, which is under investigation.

On financial issues, GIAA's Fiscal Year 2015 Financial Budget is in development and will be presented to the Airlines no later than July 1, 2014.

A legislative roundtable discussion will convene on Wednesday, June 4, 2014, at 2:00 p.m. The Committee on Aviation, Ground Transportation, Regulatory Concerns, and Future Generations, will be inviting representatives from the Airport, as well as the various taxi and tour bus service providers, to discuss Passenger Arrival Transportation Services at the Airport.

Relative to Procurement, the Executive Manager announced that the submission deadline for the Insurance Consulting Services RFP was May 20, 2014; and the submission deadline for A/E and Surveying Services - Indefinite Delivery Indefinite Quantity RFQ was May 28, 2014.

The Executive Manager announced that a joint press conference was held on Friday, May 9, 2014 at the Governor's Office, with GIAA and GVB to announce China charters to be operated by Dynamic Air beginning June 2014.

A ribbon cutting ceremony for the USCBP Global Entry Program Office was held at the Airport on May 14, 2014. The first enrollee processed by the Guam office was Governor Eddie Baza Calvo.

The Executive Manager thanked all GIAA employees for their monetary donations and personal participation at the Relay for Life held Friday, May 23 2014 and recognizedthis year's coordinator, Ms. Lynette Okada-Muna, for her hard work and generosity.

Director Tolan requested for an update relative to Cebu Pacific. The Executive Manager gave a brief update.

Chairman Untalan inquired on the condition of the vehicles involved in the Triennial Drill Exercise incident. The Executive Manager responded stating that all vehicles are insured. The fire truck is useable however the K-9 unit vehicle is inoperative. Discussion followed relative to the incident with the Chairman stating that it was fortunate no one was injured and expressed the importance of the Exercise.

8. REPORT OF THE COMPTROLLER

The next item on the agenda was the report of the Comptroller. Ms. Ann Bautista, Acting Assistant Comptroller, provided a report to the Board on the revenues and

expenses of the Authority as of April 30, 2014. Ms. Bautista reported that year-to-date Total Signatory Revenues are above budgeted revenues by 2.4%, year-to-date Total Concession Revenues and Passenger Facility Charges are above budget estimates by 1.3% and 2.7%, respectively. Further, year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues, are above the budget estimate by 3.2%. Year-to-date Total Operating Revenues Actual of \$39.4M is 2.3% above the budget estimate of \$36.5M. Year-to-date Total Operating Expenses are below budget by -8.1%. The actual year-to-date Net Revenues from Operations of \$17.9M reflects an increase of 18.5% over the year-to-date budgeted amount of \$15.1M. The Authority's year-to-date results for Debt Service Coverage is at 1.48 versus the requirement of 1.25.

Discussion followed relative to account receivables and net assets due to grants. The Chairman noted the importance of Division Heads attending Board meetings.

9. EXECUTIVE SESSION

Legal counsel announced that there will be no Executive Session.

10. PUBLIC COMMENTS

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

For the Board's information, Director Tolan announced that she had attended the Airport's general employee meeting held on April 30, 2014 and informed the Board that she had advised all Division Heads to attend Board meetings so they are kept abreastofcurrent issues at the Airport and are able to inform their employees of any pertinent information. The Director also added that she informed employees if they have any concerns to first speak with their immediate supervisor, if still not satisfied, speak with Management or the Board.

11. ADJOURNMENT

There being no	further business to	address before the Board, on motion duly made by
Director Alcorn,	seconded by Direct	or Sobti, at 4:43p.m., the meeting was adjourned.
Dated this	, day of	, 2014.

GIAA Board of Directors Regular Meeting
May 29, 2014
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	Attest:	
Edward G. Untalan Chairman	Gurvinder Sobti Secretary	
Prepared and Submitted By:		
Amanda O'Brien-Rios Corresponding Secretary		

GIAA Program Status and UDO Analysis on Open AIP Grants



FY	Loc	Description	Grant #	Grant Amount	Balance as of 5/29/14	UDO	Balance as of 6/26/14	UĎO	Comments
2010	GUM	Extend Runway 6L/24R - Phase 8	3-66-0001-72	\$4,000,000	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 72	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	\$94,445	6%	\$94,445	6%	
2010	GUM	Install Instrument Landing System (ILS) Runway 6L - Phase 1	3-66-0001-74	\$2,172,362	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 74	3-66-0001-74	\$325,854	\$0	0%	\$0	0%	1
2010	GUM	Noise Mitigation Measures for Residences w/n 65-69 DNL - Phase 6	3-66-0001-75	\$2,000,000	\$1,431,071	72%	\$1,431,071	72%	
2010		Improve Airport Utility Infrastructure (Sewer & Storm Water Drainage) - Phase 1 (Design only)	3-66-0001-76	\$1,550,000	\$656,389	42%	\$656,389	42%	
2010	GUM	Collect Airport Data for the Airports Geographic Information System (AGIS)	3-66-0001-77	\$675,000	\$0	0%	\$0	0%	FCO
2010		Install Instrument Landing System (ILS) Runway 6L - Phase 2	3-66-0001-78	\$4,827,638	\$0	0%	\$0	0%	FCO
2010	151111111	Conduct Environmental Assessment for Sewer and Storm water Drainage	3-66-0001-79	\$700,000	\$409,896	59%	\$389,719	56%	Majority to be de- obligated
			Sub Total:	\$18,350,854	\$2,591,801	14%	\$2,571,624	14%	
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	\$1,831,348	79%	\$1,720,836	75%	
2011	GUM	Miscellaneous Airport Improvements - Phase 4	3-66-0001-82	\$1,400,000	\$948,763	68%	\$843,776	60%	:
			Sub Total:	\$5,680,479	\$2,780,111	49%	\$2,564,612	45%	
2012	gum l	Extend Runway 6L/24R - Phase 10	3-66-0001-83	\$2,000,000	\$0	0%	\$0	0%	FCO
2012	SUM F	Rehabilitate Runway 6L/24R - Phase 2	3-66-0001-84	\$5,441,024	\$2,232,849	41%	\$2,033,049	37%	
			Sub Total:	\$7,441,024	\$2,232,849	30%	\$2,033,049	27%	





FY	Loc ID	Description	Grant #	Grant Amount	Balance as of 5/29/14	UDO	Balance as of 6/26/14	UDO	Comments
2013	GUM	Extend Runway 06L/24R - Phase XI	3-66-0001-85	\$2,005,605	\$0	0%	\$0	0%	FCO
2013	GUM	Rehabilitate Runway 06/24R - Phase 3	3-66-0001-86	\$1,876,981	\$1,582,576	84%	\$1,582,576	84%	
2013		Acquire one (1) 3,000-gallon Aircraft Rescue & Fire Fighting (ARFF) Vehicle	3-66-0001-87	\$1,017,000	\$1,011,597	99%	\$1,006,305	99%	
2013	GUM	Update Airport Master Plan Study	3-66-0001-88	\$500,000	\$134,879	27%	\$134,879	27%	
			Sub Total:	\$5,399,586	\$2,729,052	51%	\$2,723,760	50%	
2014	GUM	Rehabilitate Runway 06L/24R - Phase IV	3-66-0001-89	\$2,950,939	_	<u>-</u>	\$2,950,939	100%	
2014	171 111/11	Install Instrument Landing System (ILS) Runway 06L - Phase III	3-66-0001-90	\$1,556,987	_	_	\$1,556,987	100%	
			Sub Total:	\$4,507,926	-	•	\$4,507,926		
			GRAND TOTAL:	\$41,379,869	\$10,333,813	25%	\$14,400,971	35%	



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM SERIES 2013 BOND CAPITAL IMPROVEMENT PROJECTS

.Project Title	Total Project Cost	Federal Grants	Bond Proceeds	Balance as of 6/26/14	Purpose / Comments	Status
			PRIORITY 1	1		
International Arrivals Corridor with Building Seismic Upgrades	\$53,900,000	\$13,200,000	\$40,577,495	53,777,494.87	Permanent solution to TSA mandate. 3rd level corridor for arrivals only with vertical circulation from gate groups. Must include selsmic upgrades.	10% concepts revised. Presentation in July 2014.
2 Hold Bag Screening Relocation	\$26,069,263	\$24,899,330	\$533,786	25,433,116.44	In-line bag screening with BHS. Check in capacity restored. Reduced costs for TSA and airlines.	Project Kick-off June 26, 2014.
3 SSCP Improvements	\$3,100,000		 \$3,100,000	3,100,000.00	Increase security screening lanes and expand queuing area.	Pending IDIQ RFQ award.
4 FIDS Replacement	\$5,000,000		\$4,701,822		Replace obsolete and non-reliable system with multimedia multipurpose software/hardware.	Prioritized upgrades in progress.
5 Integrated PLB Replacement	\$8,200,000	\$2,000,000	\$3,471,142		Replace 1 loading bridge and 34 power and pre-conditioned air point of use units. Other budget for refurbishment.	34 power and preconditioned air units - installation complete. Replacement loading bridge being ordered.
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,	Common use study for airline review and comment.
7 Fuel System Improvements	\$1,000,000		\$1,000,000	1,000,000.00		Improvements being handled through fuel system operator.
s Parking Expansion	\$7,400,000		\$7,042,121	7,042,121.13	Single level parking deck over commercial vehicle area to replace capacity loss from expanded access road. Improves passenger service.	Preliminary engineering in progress. Designer pending IDIQ RFQ award.
Interisland Passenger Facility	\$3,000,000	-	\$3,000,000			Planning session with CBP, TSA and Guam Customs followed by prospective users.
10 ARFF Facility Replacement	\$11,600,000	\$10,440,000	\$748,514	11,188,513.88	Replace aged Navy structure with code	Prefirminary engineering completed. Grant application to the FAA being prepared.
11 Cargo Apron Relocation	\$7,700,000	\$6,930,000	\$633,550		New cargo only apron adjacent to integrated air cargo facility. Hydrant fuel capability.	Preliminary engineering study and FAA grant application being updated.
12 Replace Terminal Seating	\$3,500,000		\$3,500,000		Replace dilapidated seating and expand	Full re-upholstering of existing seating being evaluated. Architect under IDIQ RFQ for award.
SUB TOTALS	\$133 <u>,2</u> 69,263	\$57,469,330	\$71,108,430	\$128,577,760		



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM SERIES 2013 BOND CAPITAL IMPROVEMENT PROJECTS

Project Title	Total Project Cost	Federal Grants	Bond Proceeds	Balance as of 6/26/14	Purpose / Comments	Status
		PRIORIT	Y 2			
13 Access Control and Security Improvements	\$4,000,000	·	\$3,994,507	3,994,506.88	Replace security access control system with biometric system. Facility modifications as security solutions.	Pending IDIQ RFQ award
14 Terminal Flooring Replacement	\$2,700,000		\$2,700,000	2,700,000.00	Replace deteriorating tile surface with durable non-skid material with longer life cycle.	Pending IDIQ RFQ award
15 Upgrade Airport IT and FMS	\$2,000,000		\$1,668,389.84	1,668,389.84	Upgrade financial management system, add facility management GIS and improve infrastructure.	Partial upgrades completed.
16 Route 10A Landscape Component	\$1,700,000		\$1,700,000	1,700,000.00	Incorporate landscaping mediums consistent with DPW project to expand the Route 10A access roadways.	Pending IDIQ RFQ award
17 Enclose Arrival Tunnels	\$1,200,000		\$1,200,000		Increase arrivals lobby area through enclosing arrival tunnel with climate control. Adds commercial areas.	Pending IDIQ RFQ award
18 Replace Conveyance Systems	\$2,600,000	·	\$2,600,000		mended distraction of occardiations differ this villeg	Pending IDIQ RFQ award
19 Strengthen and Expand Curbside Canopies	\$2,800,000		\$2,800,000		ontoliada maailoi protestion ana oscanty	Pending IDIQ RFQ award
20 Bar Insurance/Soft Costs	\$2,000,000		\$2,000,000		For Builders All Risk insurance and Administrative Costs.	
21 1% Arts Program	\$639,000		\$639,000	639,000.00		For further discussion with the Guam Council of the Arts & Humanities.
22 Unencumbered Proceeds	\$14,271,067		\$14,271,067	14,271,067.00		
SUB TOTALS	\$33,910,067	\$0	\$33,572,964	33,572,963.72		
TOTALS	\$167,179,330	\$57,469,330	\$104,681,394	\$162,150,724		\$5,028,606



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEARS THROUGH 2014 CAPITAL IMPROVEMENT FUND

	PROJECT NAME	BUDGET	CIF	FEDERAL	BALANCE AS OF 1/30/14	DESCRIPTION AND NEED
	Facilities Fire Alarm/Suppression System Replacement	2,700,000	2,700,000	-		Upgrade & improve fire alarm system for airport facilities
2	Upgrades to Public Restrooms - Phase 5A	600,000	600,000			Continue upgrades & improvements to airport facilities on phased-in basis
3	Sustainable Airport Management	300,000	300,000		·	Implement green initiatives for efficiency & environmental sustainability
4	Noise Mitigation Program 65 DNL & Higher - Phase 5	4,328,264	328,264	4,000,000		Implementation of findings under the Part 150 Noise Study (multi-year)
5	Maintenance Equipment	562,000	562,000			Airfield maintenance equipment & boom lifts
6	Airport Facilities Upgrades, Phased	2,300,000	2,300,000			Continue upgrades & improvements to airport facilities including restrooms
7	Vehicular Re-fleeting Program - Ph 2	650,000	650,000. 			Continue program to replace airport vehicular fleet for security, safety & support functions with emphasis on fuel efficiency
8	Extend Runway 6L/24R Completion on Part B	2,228,450	222,845	2,005,605	į	



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEARS THROUGH 2014 CAPITAL IMPROVEMENT FUND

PROJECT NAME	BUDGET	CIF	FEDERAL	BALANCE AS OF 1/30/14	DESCRIPTION AND NEED
9 Rehabilitate Runway 6L/24R, Completion	4,500,000	450,000	4,050,000		Install new overlay on runway and shoulders, RWY 24L PAPI, Central Ave. closure
10 Acquire ARFF Truck/RIV - Pkg 2	1,390,000	139,000	1,251,000		Replacement of second ARFF truck and Rapid Intervention Vehicle
Painting & Exterior Surface Improvements to Terminal & Other Facilities		1,250,000			Repainting and surface improvements to key airport facilities after 10 years.
12 Upgrades to VQ-1 Hanger	500,000	500,000			Replace hangar door and upgrade roof and floor systems
Airfield Support Vehicles & Equipment	400,000	400,000			Maintenance of ramp lights, electrical and airfield lighting
Improve GSE & Technology Buildings	500,000	500,000			Improve roof systems and overhangs
Replace Terminal Roofing System	1,600,000	1,600,000			Mitigate prevalent leakage with roof replacement and crack repairs.
Improve Arrival and Inspection Facilities	2,500,000	2,500,000	·		Enhance passenger facilitation through improvements to CBP, CQA and public areas. Includes Automated Passport Control kiosks.
Totals:	\$ 25,258,714	\$ 15,202,109	\$ 11,306,605	· .	

Note: All projects are subject to funding availability and FAA issuance of grant agreements. Excludes bond financed projects.

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM BOARD OF DIRECTORS RESOLUTION NO. 14-42

RELATIVE TO AUTHORIZING SIGNATORIES ON GIAA'S BANK ACCOUNTS

WHEREAS, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") has several bank accounts and desires to designate the individuals authorized to execute checks, drafts, or other orders for and on behalf of GIAA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby designates two of the following individuals together to execute checks, drafts, or other orders for and on behalf of GIAA:

- 1. Charles H. Ada II; Executive Manager
- 2. Pedro R. Martinez, Deputy Executive Manager;
- 3. Edward G. Untalan, Chairman of the Board;
- 4. Jean M. Arriola, Airport Services Manager
- 5. Carlos B. Bordallo, Comptroller; and
- 6. Antoniette L. Bautista, General Accounting Supervisor
- 7. Barbara Limtiaco, General Accounting Supervisor

BE IT RESOLVED FURTHER, that one of the two signatories must include any one of the following: the Chairman, the Executive Manager, the Deputy Executive Manager; or the Comptroller.

BE IT RESOLVED FURTHER, that the authority of the above-designated individuals to execute checks, drafts, or other orders for and on behalf of GIAA shall be limited only to authorized expenditures of GIAA and as is consistent with the execution of their respective duties, statutory or otherwise, as officers or directors of GIAA.

BE IT RESOLVED FURTHER, that the designation of the above-named individuals supersedes all prior designations by the Board of Directors of GIAA on file at all banking institutions at which GIAA maintains its accounts.

DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE JUNE 26, 2014 REGULAR BOARD MEETING.

EDWARD G. UNTALAN, Chairman	MARTIN J. GERBER

ROSALINDA A. TOLAN	GURVINDER SOBTI
ATTEST:	
ATTEST:	
GURVINDER SOBTI, Secretary	

Antonio B. WonPat INTERNATIONAL AIRPORT AUTHORITY, GUAM BOARD OF DIRECTORS EXECUTIVE SUMMARY

REQUEST FOR QUALIFICATIONS, RFQ NO. RFQ-001-FY14 ARCHITECTURAL/ENGINEERING & SURVEYING SERVICES INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT

June 26, 2014

Purpose

Board action is requested to approve the ranking results based on the evaluation process performed through the Request For Qualifications (RFQ) No. RFQ-001-FY14 for A/E & Surveying Services Indefinite Delivery Indefinite Quantity Contract.

Background

The referenced RFQ solicits proposals from professional firms to provide architectural and engineering & surveying services for the terminal building and airport properties.

Procurement Background

The above referenced RFQ was advertised in the local newspapers throughout the months of April & May 2014. The established deadline to submit the proposals was on May 28, 2014.

A total of twenty five (25) firms showed their interest by obtaining the RFQ package; however, twenty two (22) firms responded by submitting their proposals before the established deadline.

After receipt of all proposals, an Evaluation Committee was established to perform an independent evaluation of the proposals to determine the best qualified proposer. The proposals were evaluated based on the point system assigned for each criteria identified in the RFQ package.

The Evaluation Committee has completed their evaluations and the scores sheets were gathered and tabulated by Procurement Office. As a result, the selected firms in the order of their ranking are as follows:

- 1. Proposer U
- 2. Proposer H
- 3. Proposer T
- 4. Proposer C
- 5. Proposer K
- 6. Proposer J
- Proposer S
- 8. Proposer L
- 9. Proposer M
- 10. Proposer B
- 11. Proposer A
- 12. Proposer G
- 13. Proposer N
- 14. Proposer O
- 15. Proposer E
- 16. Proposer R
- 17. Proposer D
- 18. Proposer Q
- 19. Proposer F
- 20. Proposer V
- 20. Proposer (
- 21. Proposer I
- 22. Proposer P

Legal Review

Upon Board approval, a standard professional services contract will be forwarded to Legal Counsel for review and approval as to form.

Financial Review

The A/E & Surveying Services Indefinite Delivery Indefinite Quantity Contract Agreement funding for this project is available under the CIF and the 2013 bon proceeds.

Recommendation

Management recommends the approval of the ranking results and the contract award to all **Proposers** for the A/E & Surveying Services Indefinite Delivery Indefinite Quantity Contract subject to negotiations of fair and reasonable fees, on a per project and per service basis.



P.O. Box 8770 Tamuning, GU 96931

Tel (671) 646-0300 **Fax** (671) 646-8823

www.guamairport.com

June 23, 2014

MEMORANDUM

TO: Charles H. Ada II, Executive Manager

FROM: Jose Onedera, Buyer Supervisor I

SUBJECT: Evaluation and Recommendation - Request For Qualifications (RFQ)

Architectural/Engineering & Surveying Services Indefinite Delivery Indefinite Quantity Contract

RFO No. RFO-001-FY14

The referenced Request for Qualifications (RFQ) solicits interests from firms or individuals to provide professional services for the Architectural/Engineering & Surveying Services Indefinite Delivery Indefinite Quantity Contract. The advertisement for this RFQ was published in the local newspaper for the months of April & May 2014. The deadline to submit the proposals was on May 28, 2014.

Twenty Five (25) firms/individuals acknowledged receipt of the package and twenty two (22) firms submitted qualification documents before the submission deadline.

Evaluation and Selection

Pursuant to Section IX of the package, after receipt of all proposals, the GIAA Evaluation Committee conducted an independent evaluation for the purpose of selecting responsive and responsible offers based on the evaluation criteria. The committee which Management established to evaluate the firms' qualifications included the following:

- a. Victor Cruz, Engineering Supervisor
- b. Jean M. Arriola, Airport Services Manager
- c. Frank Santos, Expansion Office
- d. Larry Flores, Expansion Office

The committee completed their evaluation and the scores were tabulated as reflected on the attached summary worksheet. As a result of our tabulation, the firms selected in the order of their ranking are as follows:

- 1. Proposer U
- 2. Proposer H
- 3. Proposer T
- 4. Proposer C
- 5. Proposer K.
- 6. Proposer J
- 7. Proposer S
- 8. Proposer L









Evaluation & Recommendation

RFQ - IDIQ

Page 2

- 9. Proposer M
- 10. Proposer B
- 11. Proposer A
- 12. Proposer G
- 13. Proposer N
- 14. Proposer O
- 15. Proposer E
- 16. Proposer R
- 17. Proposer D
- 18. Proposer Q
- 19. Proposer F
- 20. Proposer V
- 21. Proposer I
- 22. Proposer P

Recommendation

As a result of our review of the submitted required documents, all firms have been deemed to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Regulations. Based on the RFP, the selection of the offerors shall be no less than 6 firms. The approval of the ranking results and the contract award to all 22 Firms is recommended, subject to negotiations of fair and reasonable fees on a per project and per service basis.

Should you have any questions or need to discuss this matter further, I am available at your request.

APPROVED:

CHARLES H. ADA II

Executive Manager

Attachments

CC:

Evaluation Committee Procurement File



Antonio B. Won Pat International Airport Authority, Guam

Evaluation Score Tally Sheet

A/E & SURVEYING SERVICES INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT RFQ NO. RFQ-001-FY14

NAME OF FIRM RRODOGER	Evalu	ator 1	Evalu	ator 2	Evalu	ator 3	Evalu	ator 4	AVERAGE
NAME OF FIRM/PROPOSER	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Rank
Proposer H	94	3.5	93	6.5	92	1.5	91	4	2
Proposer P	67	22	80	22	52	22	68	22	22
Proposer C	94	3.5	93	6.5	92	1.5	84	9	4
Proposer G	86	17	91	12.5	90	7.5	83	10	12
Proposer I	75	21	89	17.5	80	21	77	15	21
Proposer L.	92	7.5	93	6.5	90	7.5	80	13	8
Proposer R	84	19	90	15.5	82	19	92	2.5	16
Proposer J	93	6	94	3.5	89	10.5	81	12	6
Proposer B	92	7.5	89	17.5	89	10.5	86	7	10
Proposer F	80	20	89	17.5	83	18	78	14	19
Proposer K	96	1.5	94	3.5	91	5.5	76	16	5
Proposer M	92	7.5	92	9.5	84	15.5	92	2.5	9
Proposer T	96	1.5	92	9.5	92	1.5	90	5	3
Proposer D	92	7.5	89	17.5	86	13.5	73	19	17
Proposer Q	87	16	92	9.5	84	15.5	69	21	18
Proposer V	85	18	88	21	81	20	82	11	20
Proposer E	88	14.5	91	12.5	86	13.5	85	8	15
Proposer O	88	14.5	91	12.5	84	15.5	87	6	14
Proposer N	92	7.5	90	15.5	90	7.5	75	17	13
Proposer U	94	3.5	94	3.5	91	5.5	93	1	1
Proposer A	91	12.5	95	1.5	89	10.5	71	20	11
Proposer S	91	12.5	95	1.5	92	1.5	74	18	7

F4 17 (3)	uators	

No. 1: Jean M. Arriola

No. 2: Frank Santos

No. 3: Victor Cruz

No. 4: Larry Flores



P.B. WOZ AIRPORT V AUTHORITY, GUAM

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

STATE OF HAWAII

Subscribed and sworn to before me this 7th day of May 20 14. NOTARY CERTIFICATE (Hewali Administrative Rules §5-11-4) Document Identification or Description. Major Shareholder Affident for GIAA REG.Na. REG.ONLEY/4. Doc. Date _5/1/14_No. of Pages1	none Further, affiant sayeth naught. Date:5/7/14	 Persons who have received or are compensation for procuring or assisting this Affidavit is submitted are as follows: Name	I. That the persons who have held motive months are as follows: Name Michael P. Matsumoto 33: Lee T. Takushi 53: Corey Matsuoka 27	I, the undersigned,Michael P. Matsumoto (A partner or officer of company of, etc.) deposes and says:	CITY & COUNTY OF HONOLULU
Notary Public, State of Hawaii Elizabeth I. Chikamori My commission expires: 6/4/2016 My commission expires: 6/4/2016 A DB LE A DB	Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.	Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for which this Affidavit is submitted are as follows: Amount of Gratuity or Name Address Address	That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows: Name Name Michael P. Matsumoto 333 Kupu Place, Hono, HI 96817 Lee T. Takushi 5332 Poola St. Hono, HI 96821 Corey Matsuoka 2737 Dow St. Hono, HI 96817 Total Number of Shares 69,600	Michael P. Matsumotobeing first duly sworn, rofficer of company of, etc.)) s.s.

Elizabeth I. Chikamor Printed Name of Notary



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM HAGÅTÑA, GUAM)	ss:)			
I, the undersigned, being first (A partner or o deposes and says:	t duly sy fficer of	worn, company of, etc.)			
That the persons who have twelve months are as follows:	ve held i ows:	more than ten perce	nt (10%) of the	company's share Percentage of	Date Shares
Name GENERALISMU A.		Address 139 P.G. Be Dededo CV	workente St	Shares Held	Held 8/0-3/111
GENERALISMU A.				<u>4</u> ,	800 svand
			i otai Ni	imber of Shares	
 Persons who have compensation for protein this Affidavit is subm 	ocuring	or assisting in obta re as follows:	ining business	Amour	ratuity or other oposal for which at of Gratuity or Compensation
<u>Name</u>		<u>Addres</u>	<u> </u>	<u>Ouler v</u>	Ompensation
Further, affiant sayeth naught Date: 5/15/14	t.	Partner	re of individua, if the bidder is a corporation	is a partnershi	ole proprietorship; p; Officer, if the
Subscribed and sworn to before	ore me t	this day of . 2014			
In ar My Commis 1270 N. Marine	TARY ad for Gu ssion Exp Drive #101	PUBLIC iam, U.S.A. pires: Jan. 03, 2015, Tamuning, Guam 96913	My commissi	Territory of Guar on expires o	1/03/2015
THIS AFFIDAVIT N	AUST I	RE COMPLETED	AND RETUR	NED IN THE E	NVELOPE

Street Add: 355 Chalan Pasatieru, Tanzuning, GU 96931 Mailing Add: P.O. Box 8770, Tanzuning, GU 96931 Tel:(671) 646-0360 FAX(671) 646-8823 www.airport.guara.net

CONTAINING THE PROPOSAL.



WYJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

Ma Cristing Ecpunite The Territory of Guam The Territory of Guam	MUNOS By: Motary Pu By: Motary Pu By: Motary Pu	MANDI DANYLLE I NOTARY PUBLI In and for Guam, U.S My Commission Expires: Apr P.O. Box 20701 Barrigada, G
		Subscribed and sworn to before me this da
idual if bidder is a sole proprietorship; dder is a partnership; Officer, if the	Signature of indivi	
that is ham almost	300	Date:
		Further, affiant sayeth naught.
Other Compensation	Address	Jame A\N
to giturend to muomA	onows:	d sa ere betrimdus si tivabittA sirtt
90% e a commission, gratuity or other ness related to the proposal for which	Total Numbers of Shares of Shares or seceiv	2. Persons who have received or so
Percentage of Date Shares <u>Shares Held</u> 90%	Address 270 Guerrero Dr. Tamuning, Guam 96913	<mark>Иатес</mark> Иетепсіо С. Масано
		twelve months are as follows:
I the company's shares during the past	o (%01) messen nei nedt	1, That the persons who have held more
		TERRITORY OF GUAM) ss HAGÅTÑA, GUAM), the undersigned, being first duly sworn, (A parmer or officer of comp (A parmer or officer of comp

Street Abd 355 Choles Passbert, Tamuning, OV 9991 Malling Add 9 O Box 8770, Tamuning, OV 96951 Tel-1671) 646-8839 646-8839

THIS VERIDAVIT $\overline{\text{MUST}}$ BE COMPLETED AND RETURNED IN THE ENVELOPE



MAUD, YTHORTA PART AUTHORITY, GUAM

JOE/30/ha.	JCAN	Adsy of May 3014 OUINATA USA LASA Active as as as a second of the se	Subscribed and sworn to before me this Y.B.UENA A.B. V.BUENA A.B. MOTARY PU In and for Guam My Commission Expires 310 W. Rouse 8 Sec. 107 Ba
	ji <mark>dzasmag</mark> s zi a	Signature of individu Partner, if the bidde bidder is a corporatio	
	H	1160	Date:
	F.	A second	Further, affiant sayeth naught.
it of Ciratuity or Compensation		<u>ssarbbA</u>	Name
		or are entitled to receive espicion of the series of the s	
TT/6Z/v	% 0 Z	meuə, eb sgins8	Alan C. Chen
₹\567\\$ Held	Shares Held 70%	Address Barngada, Guam	<u>Name</u> Endymion M. Chen
read offt gainub es	ic company's share Percentage of	ore than ten percent (10%) of th	 That the persons who have held m twelve months are as follows;
			L the undersigned, being first duly swi (A parmer or officer of c Jeposes and says:
		((MAUÐ, ÁÍTÍÁÐAH
		* */- 📢	(MAUO TO YAOTIRATI
	VEEDVAIL	EHOLDERS DISCLOSURE	MAJOR SHAR

CONTAINING THE PROPOSAL. THE ENVELOPE THIS AFFIDAVIT \overline{MUSI} BE COMPLETED AND RETURNED IN THE ENVELOPE

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRI'	TORY OF GUAM)			·			
HAGÅ	TÑA, GUAM)ss.)						
	ndersigned,		SERISOLA or officer of the com	pany of, etc.)	, being first			
yeard .	That the persons w twelve months are		re than ten percent (1	0%) of the comp	any's shares durir	ig the pa	ē"	
Se	<u>Name</u> entiago S. Seri edrick S. Seris Lisea S. Seriso	ola P.O	Address Ababang Loop, BOx 24248, GN Ababang Loop,	IF, Guam	Percentage of Shares Held 70 20 10	Date Held Aug. Aug. Aug.	24, 24,	1998 1998
		and the state of t	Total number	of Shares	20,000			•
2.			ntitled to receive a c g business related to		•	-		
	Name		<u>Address</u>	Gratu	nt of Commission ity or other ensation	1		
	N/A		N/A		N/A	·	~	
Further,	, affiant sayeth naug	ght.		A.A.	4			
	Date: May	08,7014	propri	etorship, Partn	ual if bidder in the bidder is a co	der is	ž.	
Subscril	bed and sworn to be	efore me this St	Notar In and	y Public) _9, 20	16.	
			JACOUELI	NE M. CALVO				

NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JAN. 09, 2016
Ste. 102 Bank Pacific Bldg.
166 W. Marine Corps Dr., Dededo, GU 96929

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRI	TORY OF GUAM)	ss:		
HAGÅ	TÑA, GUAM)		
	ndersigned, <u>Carlito P. Ac</u> (A partner or off s and says:	cabado icer of company of, etc.)	, being t	first duly sworn,
1. Th	at the persons who have held melve months are as follows:	nore than ten percent (10%) of the		
	Name	Address	Percentage of Shares Held	Date Shares <u>Held</u>
	Carlito P. Acabado P.O. Bo	ox 3163, Hagatna, GU 96932	49%	9/1991
	And the second s	Featherwood, Diamon Bar, CA	49%	9/1991
2.	compensation for procuring	Total Number of Sha I or are entitled to receive or assisting in obtaining busines	a commission, g	ratuity or other oposal for which
	this Affidavit is submitted are	e as follows: <u>Address</u>		nt of Gratuity or Compensation
	er, affiant sayeth naught.			÷
Date:		Signature of individu Partner, if the bidd bidder is a corporatio	ler is a partnershi on.	ole proprietorship; p; Officer, if the
Subsc	ribed and sworn to before me the	By: Notary Publ	ic W	EABETH JEAN S. SANTOS NOTARY PUBLIC In and for Guam, U.S.A. promission Expires: February 16, 2016 talen Pale Ramon Haya Yigo, Guam 9692

THIS AFFIDAVIT $\underline{\text{MUST}}$ BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

Street Add: 355 Chalan Pasaheru, Tamuning, GU 96931 Mailing Add: P.O. Box 8770, Tamuning, GU 96931 Tel:(671) 646-0300 FAX(671) 646-8823 www.airport.guam.net Form MSDA-1



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)		
HAGÅTÑA, GUAM	ss:)	
I, the undersigned, being first duly sw (A partner or officer of deposes and says:		
 That the persons who have held r twelve months are as follows: 	more than ten percent (10%) of the	
<u>Name</u>	Address	Percentage of Date Shares Shares Held Held
Petronilo Q. Villaluz	P.O. Box 3928, Agana, GU P.O. Box 8643, Tamuning, GU 30 Antonio St., Dededo, GU	51% March 30, 1987 24 1/2% March 30, 1987 24 1/2% March 30, 1987
	i Otal Pu	mber of Shares 100%
	d or are entitled to receive a or assisting in obtaining business as follows:	
		Amount of Gratuity or
Name	<u>Address</u>	Other Compensation
Further, affiant sayeth naught.	/	Millian
Date: 05 mm roy		if bidder is a sole proprietorship;
		is a partnership; Officer, if the
Subscribed and sworn to before me th	is day of .	
AE-HER NOTARY In and for Gu My Commission Ex 1270 N. Marine Drive #10	PUBLIC Notary Public_ iam, U.S.A. pires: Jan 03, 2015 In and for the T	erritory of Guam n expires 01/03/2015

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)	66.		
HAGÅTÑA, GUAM	ss:		
	Armour, Managing Principal er of company of, etc.)	, being first duly sv	vorn,
1. That the persons who have he twelve months are as follows:	ld more than ten percent (10%) of th	e company:s share	s during the past
<u>Name</u>	Address	Percentage of Shares Held	Date Shares Held
Larry S. Cash	Anchorage, Alaska	45.17%	12/31/2008
David L. McVeigh	Anchorage, Alaska	10.08%	12/31/2008
	eived or are entitled to receive ing or assisting in obtaining busines	ss related to the p Amour	
Not Applicable Further, affiant sayeth naught. Date: 5/27/14	Alle	a)	
	Signature of individu Partner, if the bidde bidder is a corporatio	er is a partnershi	

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)			
HAGĀTÑA, GUAM	55.		
I, the undersigned, being first duly sworn (A partner or officer of com			
deposes and says:			
That the persons who have held more twelve months are as follows:	than ten percent (10%) of th	e company's shar	es during the pas
	- 4.	Percentage of	Date Shares
Name	<u>Address</u>	Shares Held	<u>Heid</u>
	733 Bishop St. #2900 Honclulu, HI 96813	45%	8/2009
	33 Bishop St. #2900 Nonolulu, Hawaii 9681	45% .3	8/2009
 Persons who have received or compensation for procuring or as this Affidavit is submitted are as fi Name 	sisting in obtaining business	related to the pr	raunty or other oposal for which t of Gratuity or Compensation
None			
Further, affiant sayeth naught			
Date: 5/22/14			
	Signature of individual Partner, if the bidder bidder is a corporation	if bidder is a sol is a partnership	e proprietorship: : Officer, if the
Subscribed and swom to before me this day			
	of.	/	
	By: Notary Public_	Inglo	Spisie
	By: Notary Public_	erritory of Guam	1014

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

Since Add 355 Chalco Parabora, Tamarcag, Cit. No. 11: Making Add P.O. Box 8770, Tamarcag, Cit. 96931 Tel (671) 646-05077 (X(671) 646-882) - more ampert grant and Farm MSD 2-1

MARISOL G. TOBIAS

NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: July 02, 2016
645 Rtc. 1 S. Marine Corps Dr.
Tarnuning, Guam 96913



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUA	M)) SS.				
HAGÅTÑA, GUAM)				
I, the undersigned,	Andrew T. Laguaña	being firs	t duly sworn,		
(A ₁	partner or officer of company of,	etc.)			
deposes and says:					
	s who have held more than ter ths are as follows:	n percent (10%) o	f the company's s	shares during the	
			Percentage of	Date Shares	
<u>Name</u>	Address	***************************************	Shares Held	<u>Held</u>	
	162 W. Santa Barbara Ave. De 162 W. Santa Barbara Ave. D		<u>51%</u> <u>49%</u>	3/16/2009 3/16/2009	
compensation for	nave received or are entitle or procuring or assisting in ob- submitted are as follows: Addre	ed to receive a otaining business	related to the pro	ratuity or other	
(NONE)	(NON)	<u>VE)</u>	;	(NONE)	
Further, affiant sayeth na Date: 5/ <i>38/2014</i>	Signa Partne	ture of individual er, if the bidder r is a corporation.			
NC In	DE G. DOMAOAL OTARY PUBLIC and for Guam, U.S.A. ssion Expires: October 02, 2014 Santo Papa Hagatna, GU 96910	Notary Public	erritory of Guam	2014 2	



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM) ss:	
(F	ESS T. LIZAMA, PRESIDENT OF ESS T. LIZAMA & ASSOCIATES, INC.
I, the undersigned, being first duly sworn, (A partner or officer of company of	
deposes and says:	
 That the persons who have held more than t twelve months are as follows: 	en percent (10%) of the company's shares during the past Percentage of Date Shares
Name	Address Shares Held Held
Jesus T. Lizama PO Box EK	, Hagatna, GU 96932 49% 9/24/04 , Hagatna, GU 96932 49% 9/24/04
Victoria L.G. Lizama PO Box EK	Total Number of Shares 98%
Persons who have received or are compensation for procuring or assistin this Affidavit is submitted are as follow Name NONE Further, affiant sayeth naught.	entitled to receive a commission, gratuity or other g in obtaining business related to the proposal for which s: Amount of Gratuity or Other Compensation
Date: 5/25/2014	JESUS T. LIZAMA Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.
Subscribed and sworn to before me this day of SHEILA MARIE S. MANALOTO NOTARY PUBLIC In and for Guam, U.S.A. My Commission Expires: Mar. 01, 2015 P.O. Box 11594 Yigo, Guam 96929	
P.O. BOX 11594 11g0, Guain 2022	PLETED AND RETURNED IN THE ENVELOPE

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRI	ITORY OF GUAM)) ss:			
HAGÁ	TÑA, GUAM)			
	ndersigned, Ascencio R (A partner or office	Vicente uly sworn, cer of company	of, etc.)		
aepose	s and says:				
	at the persons who have lelve months are as follow		ten percent (10%) of th	e company's shar	es during the past
	Name Ascencio R. Vicente Leticia C. Vicente	406 Jones Co	Address ourt Tamuning, GU 96913 ourt Tamuning, GU 96913	Percentage of Shares Held 99.75 0.125	Date Shares <u>Held</u> 1996-present 1996-present
	Marianne C. Vicente	7820 Eastwoo	od Rd., Colorado Springs	0.12 <u>5</u>	1999-present
		Colorado 8091	19 Total N	umber of Shares	100
2.	Persons who have re- compensation for procu- this Affidavit is submitted	iring or assistii	ng in obtaining business	s related to the pi	· ·
	Name		Address		Compensation
	Dr. Judith Guthertz		Mangilao, Guam	TBD	
Further	r, affiant sayeth naught.	***************************************	/		
Date:	Q-U-W/4		Signature of individual Partner, if the bidder bidder is a corporation	r is a partnershi	
Subscr	ibed and sworn to before	me this day of	. May 10 th	12014	
			By: Notary Public	reat	
				Territory of Guar	06/13/15

Street Add 355 Chalan Pasaheru Tamuning, GU 95831 Mailing Add P.O. Box 87 30 FAX:671) 646-8823 - www.espect.goest.net Form MSDA-1

JEANNETTE NICOLE ESPIRITU NOTARY PUBLIC In and for Guam, U.S.A.
My Commission Expires: June 13, 2015
645 Rte. 1 South Marine Corps Drive
Tamuning, Guam 96931



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM) ss: HAGÅTÑA, GUAM) I, the undersigned, being first duly sworn,	fiel of con	Jens	
(A partner or officer of company of deposes and says:	i, etc.)		
That the persons who have held more than to twelve months are as follows:	en percent (10%) of the	company's share	es during the past
Name Coffman Engineers, 414 West Soledad Ave., Ste 903, Hagat Setiadi Architects, 357 Rte 8, Mongmong-Toto-Maite, GU AmOrient Engineering, 414 West Soledad Ave., Ste 906, Ha	96910	Percentage of Shares Held 33.4 33.3 33.3	Date Shares <u>Held</u> 5/28/2014 5/28/2014 5/28/2014
	Total Nu	mber of Shares 1	00
 Persons who have received or are compensation for procuring or assisting this Affidavit is submitted are as follows 	g in obtaining business i	related to the pro-	
<u>Name</u>	Address	Other C	Compensation
N/A Further, affiant sayeth naught.	- 1 A		
Date: MM QL, 2014	Signature of individual Partner, if the bidder bidder is a corporation.		• •

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRI	TORY OF GU	JAM)					
HAGÅ	TÑA, GUAM)	ss:)				
		ohn P. Duena rtner or office	as, being first er of company c	duly swo	orn,		
<u>deposes</u>	s and says:						
	at the persons at			ten perce	ent (10%) of the	company=s shar	es during the past
						Percentage of	Date Shares
	Name			Addres		Shares Held	Held
	John P. Duen		238 E Marine GU		. Ste. 201	79%	5/27/2014
		<u> </u>	<u> Iagatna, GU 9</u>	0910.	Total N	umber of Shares	79%
					10tai N	diffice of Shares	1220
2.	compensation	n for procur	eived or are ing or assistin d are as follow	ıg in obt	l to receive a aining business	related to the p	gratuity or other roposal for which
							nt of Gratuity or
	Name			Addre	<u>88</u>	Other	Compensation
	N/A			N/A		<u>, , : : : : : : : : : : : : : : : : : :</u>	<u>N/A</u>
Further	, affiant sayetl	h naught.				mil	
Date:	5/28/14				prod		
	3/2017						ole proprietorship;
					r, if the biddent is a corporation	-	p; Officer, if the
				Diddei	is a corporation	ı.	
Subscri	ibed and swon	n to before n	ne this day of	. May	28, 2014		

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)) ss:		
HAGÅTÑA, GUAM	´)		
, .	rst duly sworn, officer of company of, etc.)		
deposes and says:			about displaying the next
1. That the persons who have twelve months are as fo	ave held more than ten perd Hows:	cent (10%) of the comp	any's shares during the past
Michael W. Makio	Agana Heights,	Guam 283 shar	
H. Mark Ruth	Agana Heights,	Guam 10 snar	
Melet Santos	Barrigada, Guar	m 156 shar 10 shar	
Chona Cabedo	Dededo, Guam Saipan	10 shar	
Richard Cody	· barpan	•	
compensation for p	e received or are entitle procuring or assisting in obsomitted are as follows: Addre	staining business relate	mission, gratuity or other d to the proposal for which Amount of Gratuity or Other Compensation
Further, affiant sayeth naug	ht.	011	
Date: 5/22/2014		TOSLAR W/O WY	
Date: 5/24/00(1)	Signa	ture of individual if bi	dder is a sole proprietorship;
	Partn	er, if the bidder is a	partnership; Officer, if the
	bidde	er is a corporation.	
Subscribed and sworn to be	efore me this day of . M	mn, 1014.	00 101-
CH	ONA E. CABEDO NOTARY PUBLIC	By:	horascocas
În	and for Guarn, U.S.A.	Notary Public In and for the Territ	cory of Guam
My Comm P.O. 1	nission Expires: JAN. 12, 2018 Box EA Hagatna, GU 96932	My commission ex	



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)	A bidder intends to participate in bid schedule for GIAA RFQ No. RFQ 001-FY14
HAGÁTÑA, GUAM) ss:)	on May 28, 2014
I, the undersigned, being first du (A partner or offic deposes and says:	ally sworn, her of company of, etc.)	
That the persons who have he twelve months are as follows:		(10%) of the company's shares during the past Percentage of Date Shares
Name Amor A. Pakingan Francisco Z. Diamzon Ponce Herradura	Address 158 Jackson St: Barrigada, GU 9 383 Apusento G Chalan Pago, G 158 Jackson St: Barrigada, GU 9	Shares Held Held reet 2/20/2014 2/20/2014 2/20/2014 2/20/2014 2/20/2014 2/20/2014 2/20/2014 2/20/2014 2/20/2014
	ing or assisting in obtain	o receive a commission, gratuity or other ing business related to the proposal for which Amount of Gratuity or Other Compensation
N/A	N/A	N/A N/A
Further, affiant sayeth naught.	FI	RANCISCO Z. DIAMZON
Date:	Signature Partner,	of individual if bidder is a sole proprietorship; if the bidder is a partnership; Officer, if the a corporation.
Subscribed and sworn to before r	ne this day of.	
NOTARY In and for G My Commission Ex	umii, U.S.A.	otary Public OCAL On and for the Territory of Guam ly commission expires O(103/2015)

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRI	TORY OF GUAM)) ss:	
HAGÅ	TÑA, GUAM)	
	F. Andres, the undersig (An officer of F s and says:	gned, being first duly sworn, EMCE Consulting Engineers)	
1. Th	at the persons who have	e held more than ten percent (10%) or	the company's shares during the past
ţw	Name Victorio Reyes, Jr. Alex F. Andres	Address P.O. Box 8888 Tamuning, GU 969 P.O. Box 8888 Tamuning, GU 969	Percentage of Shares Held Held 1 70.5 1/1981 1/2004
		Total Num	per of Shares: 100
2.	Persons who have compensation for prothis Affidavit is subm	received or are entitled to receive curing or assisting in obtaining busin itted are as follows: Address	Amount of Gratuity or Other Other Compensation
Furthe	r, affiant sayeth naught		,
	5/28/2014	Partner, if the bidder is a corpora	dual if bidder is a sole proprietorship; der is a partnership; Officer, if the
		Signature of indiv Partner, if the bidder is a corpora	dual if bidder is a sole proprietorship; der is a partnership; Officer, if the



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
) s s:
HAGÂTÑA, GUAM)

- I, the undersigned, Ronald G. Gonzales, P.E., CFM, RME, Executive Vice President of LYON Associates, Inc., being first duly sworn, deposes and says:
- 1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares Held	Date Shares Held
Frank E. Lyon, Jr.	21 Kaiholu Place, Kailua, Hawaii 96734	51%	Oct 1996
Frank James Lyon	21 Kaiholu Place, Kailua, Hawaii 96734	49%	Sep 2011
	5,000		

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for which this Affidavit is submitted are as follows:

Name

Address

Amount of Gratuity or Other Compensation

NOT APPLICABLE

Further, affiant sayeth naught.

Date: 05/12/14

Ronald G. Gonzales P.E., CFM, RME

Executive Vice President LYON Associates, Inc.

Subscribed and sworn to before me this 2 day of May 2014.

ROXANNE L. HOCOG NOTARY PUBLIC

In and for Guam, U.S.A. My Commission Expires: Apr. 04, 2015 P.O. Box 8016 Tamuning, Guam 96931

Notary Public

In and for the Territory of Guam

My commission expires April 104, 2015

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE **CONTAINING THE PROPOSAL**

Street Add: 355 Chalan Pasaheru, Tamuning, GU 96931 Mailing Add: P.O. Box 8770, Tamuning, GU 96931 Tel: (671) 646-0300 FAX(671) 646-8823 www.airport.guam.net Form MSDA-1



ARCHITECT ENRICO A. CRISTOBAL AIA

339 CHALAN SAN ANTONIO, STE.200, TAMUNING, GUAM 96913 1 671-649-4499 671-649-4498 • EACARCHITECT@GMAIL.COM

ARCHITECTURE . PLANNING . INTERIORS

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

·	of Hagåt)	ss:				
				undersigned, AIA, depose		t duly sworn, the sc	ole proprieto	or of the firm
				ave held mo onths are as f		ten percent (10%)	of the co	mpany's shares
	Name	e & Add	<u>ress</u>			% of Shares Held	C	oate Shares Held
	a. Enrico 220 C			al Drive, Tamu	ning	100%		May 2009
2.	compens	ation fo	or procu		ing in ol	to receive a cor otaining business		
	Name	e & Add	<u>ress</u>			Amount of Grat	uity or Othe	er Compensation
	a. <u>None</u>	Applica	able					**************************************
	ther, affia	4	n not. of May.	2014.				
						Architect Enrico A	. Cristobal, A	u A
Si st	hscribed c	and swor	n to be	fore me this 2°	By:	Enrico A. Cristobal Principal of May, 2014.		2
JUI	JOUINGU L	a 10 34401		: mare har का रक्षा देगे तक्षा 🌺		a a compression of the		

MICHICO JEAN BLAS LUJAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Apr. 64, 2015
105 Tun Joe Domingo Ct.
Mangilao, Guam 96913

NOTARY PUBLIC April 04-2015

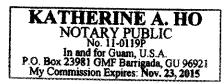


MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)			
HAGÅTÑA, GUAM	ss:)		
I, the undersigned, being first duly sworr (A partner or officer of com	ı, npany of, etc.)		
deposes and says:			
That the persons who have held more twelve months are as follows:	e than ten percent (10%) of	f the company's shar	res during the past
Name	Address	Percentage of Shares Held	Date Shares <u>Held</u>
	O Box 4565 Tagatna, GU 96932	100%	September 2000
	Tota	l Number of Shares	100%
2. Persons who have received o compensation for procuring or a this Affidavit is submitted are as	ssisting in obtaining busin	ess related to the pr	
Name	<u>Address</u>		Compensation
Further, affiant sayeth naught. Date:	-	. 7	16
Date.		dual if bidder is a solder is a partnershiption.	
Subscribed and sworn to before me this d	ay of .		Appendix Committee of the Committee of t
	In and for t	olic Latherie A. the Territory of Guar ission expires	De 2 3 3 1 1 2 3 3 1 2 3 3 3 3 3 3 3 3 3 3
THIS AFFIDAVIT <u>MUST</u> BE CONT	OMPLETED AND RETU AINING THE PROPOSA		NVELOPE

Street Add: 355 Chalan Pasaheru, Tamuning, GU 96931 Mailing Add: P.O. Box 8770, Tamuning, GU 96931 Tel:(671) 646-0300 FAX(671) 646-8823 www.airport.guam.net

Form MSDA-1



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TE	RRITORY OF GUAM)) SS:			
HA	GÅTÑA, GUAM)			
I, tl	ne undersigned, William G.	Miller, Jr., being f	irst duly sworn, deposes	and says:	
1.	That the persons who have twelve months are as follow	held more than te	en percent (10%) of the c	company's shares	during the past
	Name	Address		Percentage of Shares Held	Date Shares <u>Held</u>
	William G. Miller, Jr. Marlon P. Notarte Rowena C. Honculada	196 Atdigun St.,	Ct., Santa Rita, GU 9691 Mangilao, GU 96923 na St., Dededo, GU 9692	10%	05/11/01 05/11/01 05/11/01
			Total Nun	nber of Shares: 3	
2.	Persons who have received procuring or assisting in submitted are as follows: Name N/A	or are entitled to obtaining busine Address	ss related to the propo	ratuity or other co osal for which th Amount of Gratu Other Compensat	ity or
	rther, affiant sayeth naught. te:5128/14		Signature of individual Partner, if the bidder bidder is a corporation.	if bidder is a sole is a partnership;	proprietorship; Officer, if the
Su	bscribed and sworn to befor	e me this 28th		·	
	NAOMI D. CAS NOTARY In and for Gu My Commission Exp 139 Cushing Way Tu	PUBLIC am, U.S.A. ires: Nov. 10, 2016 mon, Guam 96913	By: Notary Public: In and for the T My commissio ETED AND RETURN	Territory of Guam n expires: NOV.	

THIS AFFIDAVIT <u>MUST</u> BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

	ITORY OF GUAM) ss:	
HAGA	TÑA, GUAM)	
	indersigned, being first du (A partner or offic is and says:	uly sworn, cer of company of, etc.)	
I. Th	at the persons who have t elve months are as follows	neld more than ten percent (10%) s:	of the company's shares during the past Percentage of Date Shares
	Name	<u>Address</u>	Shares Held Held
	Not Applicable. No one or ever preceding the su	ubmission of the bid.	nare during the past twelve months tal Number of Shares
2.	compensation for procu this Affidavit is submitte	ring or assisting in obtaining bus	ive a commission, gratuity or other siness related to the proposal for which Amount of Gratuity or Other Compensation
	Name	Addiess	Omi Domp
Furthe	None. r, affiant sayeth naught.	And the state of t	
Date:	5-13-14	Partner, if the b	vidual if bidder is a sole proprietorship. bidder is a partnership: Officer, if the ration.
	5-13-14	Partner. if the b	oidder is a partnership: Officer, if the ration.



JUN 24 2014

THANK

1220 Ptc.

REC'D BY:

A6

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

U.S Department of Transportation Federal Aviation Administration

June 16, 2014

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. 3-66-0001-089-2014 at Guam International Airport in Agana, Guam. This letter outlines expectations for success. Please read the conditions and assurances carefully.

Western-Pacific Region

Airports District Office

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 July 10, 2014, 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 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,

Steven Y. Wong

Acting Manager, Airports District Office

Enclosure



GRANT AGREEMENT PART I – OFFER

June 12, 2014

Date of Offer
Guam International
(herein called the "Airport")
3-66-0001-089-2014

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 18, 2010, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Runway 06L/24R - Phase IV

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant 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, 100 percent of the first \$2,000,000.00 of the allowable project costs incurred accomplishing the Project, and 90 percent of allowable costs thereafter.

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

CONDITIONS

- 1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$2,950,939.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. 47108(b), the following amounts are being specified for this purpose:
 - \$ 0.00 for planning
 - \$ 2,950,939.00 for airport development or noise program implementation
- 2. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 3. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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. Completing the Project Without Delay and in Conformance with Regulations. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 5. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. Office Expiration Date. This offer will expire and the United States will 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 July 10, 2014, or such subsequent date as may be prescribed in writing by the FAA.
- 7. Improper Use of Federal Funds. The Sponsor must 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. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.
- 8. <u>United States Not Liable for Damage or Injury</u>. The United States is not 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. System for Award Management (SAM) Registration And Universal Identifier.
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipients that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

- 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
- 3. 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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).
- 10. <u>Electronic Grant Payment(s)</u>: Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 11. Informal Letter Amendment of AIP Projects: 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 FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description. By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
- 12. <u>Air and Water Quality:</u> The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 13. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. <u>Buy American</u>. Unless otherwise approved in advance 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 15. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. 47108(b), 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.
- 16. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. <u>Suspension or Debarment</u>. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting When Driving.
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, The Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including
 policies to ban text messaging while driving when performing and work for, or on behalf of, the Federal
 government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at CFR Part 29.

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.

SPECIAL CONDITIONS

1. Projects Which Contain Paving Work in Excess of \$250,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details 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 must 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 the 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 must 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, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will 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.
- 2. <u>Pavement Maintenance Management Program</u>. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a) location of all runways, taxiways, and aprons;
 - b) dimensions;
 - c) type of pavement, and;
 - d) year of construction or most recent major rehabilitation.
 - 2) Inspection Schedule.
 - a) 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 the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - d. 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 and remedial action, scheduled or performed, must be documented. The minimum information is:
 - 1) Inspection date;
 - 2) Location

- 3) Distress types; and
- 4) Maintenance scheduled or performed.
- e. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 3. To ensure the safety and security of the airport, it is understood and agreed that the sponsor will develop a plan and schedule to close the existing Central Avenue connection to Route 8 that is acceptable to the (FAA) Administrator. The schedule shall be to close existing Central Avenue connection to Route 8 immediately upon the completion of the Runway 6L extension project, if not sooner.

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	day of			
		A. B. Won Pat Guam International Airport Authority		
	144	(Name of Sponsor)		
(SEAL)	-	(Signature of Sponsor's Designated Official Representative)		
	By:			
		(Typed Name of Sponsor's Designated Official Representative)		
	Title:			
Attest:		(Typed Title of Sponsor's Designated Official Representative)		
CERTIFICATE OF SPONSOR'S ATTORNEY I,				

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, 25, 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; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

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.
- 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. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- 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
- 1. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq. 1
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq. 1
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq. 1
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

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

Federal Regulations

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations]. 4, 5, 6
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 Investigative and Enforcement Procedures 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates. 1
- i. 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. I
- j. 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
- k. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- 1. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 New restrictions on lobbying.
- n. 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.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. 12
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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.

Footnotes to Assurance C.1.

- 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 2 CFR Part 200 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.
- On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

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;
- 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:
 - 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 promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the 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:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance
 with the acts and regulations relative to non-discrimination in Federallyassisted programs of the DOT, and incorporating the acts and regulations into
 the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and
 regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

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 3/20/2014 (the latest approved version as of this grant offer) 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.

- a. 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.
- b. 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.
- c. 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 sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (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.



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

Updated: 3/20/2014

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

NUMBER	TITLE (-1)		
70/7460-1K	Obstruction Marking and Lighting		
150/5020-1	Noise Control and Compatibility Planning for Airports		
150/5070-6B Change 1	Airport Master Plans		
150/5070-7	The Airport System Planning Process		
150/5100-13B	Development of State Standards for Nonprimary Airports		
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators		
150/5200-30C Change 1	Airport Winter Safety And Operations		
150/5200-31C Change 2	Airport Emergency Plan		
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport		
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		
150/5210-18A	Systems for Interactive Training of Airport Personnel		

NUMBER	TITLE TO THE TOTAL	
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports	
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	
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	
AC 150/5220-20 Change 1	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 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment	
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes	
150/5300-13A Change 1	Airport Design	
150/5300-14C	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 Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards	
150/5320-5D	Surface Drainage Design	
150/5320-6E	Airport Pavement Design and Evaluation	

NUMBER	TITLE			
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces			
150/5320-15A	Management of Airport Industrial Waste			
150/5235-4B	Runway Length Requirements for Airport Design			
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)			
150/5340-1L	Standards for Airport Markings			
150/5340-5D	Segmented Circle Airport Marker System			
150/5340-18F	Standards for Airport Sign Systems			
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			
150/5345-7F	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			
150/5345-27E	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			
150/5345-42G	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			

NUMBER	TIME		
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		
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)		
150/5360-12F	Airport Signing and Graphics		
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		
150/5390-2C	Heliport Design		

NUMBER:	TITLE ## ## ## ## ## ### #################
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE			
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects			
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects			
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects			
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects			
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals			
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program			
150/5370-12A	Quality Control of Construction for Airport Grant Projects			
150/5380-7A	Airport Pavement Management Program			



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

June 16, 2014

Administration

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. 3-66-0001-090-2014 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 July 10, 2014, 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 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,

Steven Y. Wong

Acting Manager, Airports District Office

Enclosure



GRANT AGREEMENT

PART I – OFFER

June 12, 2014

Date of Offer

Guam International
(herein called the "Airport")
3-66-0001-090-2014

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 is included as part of this Grant Agreement; and

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

Install Instrument Landing System (ILS) Runway 06L - Phase III

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

- 1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$1,556,987.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. 47108(b), the following amounts are being specified for this purpose:
 - \$ 0.00 for planning
 - \$ 1,556,987.00 for airport development or noise program implementation
- 2. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 3. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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. Completing the Project Without Delay and in Conformance with Regulations. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 5. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. Office Expiration Date. This offer will expire and the United States will 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 July 10, 2014, or such subsequent date as may be prescribed in writing by the FAA.
- 7. Improper Use of Federal Funds. The Sponsor must 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. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.
- 8. <u>United States Not Liable for Damage or Injury</u>. The United States is not 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. System for Award Management (SAM) Registration And Universal Identifier.
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipients that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

- 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
- 3. 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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).
- 10. <u>Electronic Grant Payment(s)</u>: Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 11. <u>Informal Letter Amendment of AIP Projects:</u> 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 FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description. By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
- 12. <u>Air and Water Quality:</u> The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 13. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. <u>Buy American</u>. Unless otherwise approved in advance 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 15. <u>Maximum Obligation Increase For Primary Airports</u>. In accordance with 49 U.S.C. 47108(b), 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.
- 16. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. <u>Suspension or Debarment</u>. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting When Driving.
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, The Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including
 policies to ban text messaging while driving when performing and work for, or on behalf of, the Federal
 government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at CFR Part 29.
- 20. To ensure the safety and security of the airport, it is understood and agreed that the sponsor will develop a plan and schedule to close the existing Central Avenue connection to Route 8 that is acceptable to the (FAA) Administrator. The schedule shall be to close existing Central Avenue connection to Route 8 immediately upon the completion of the Runway 6L extension project, if not sooner.

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	day of	·		
		A. B. Won Pat Guam International Airport Authority		
		(Name of Sponsor)		
(SEAL)		(Signature of Sponsor's Designated Official Representative)		
	Ву:	(Typed Name of Sponsor's Designated Official Representative)		
	Titl	•		
Attest:		(Typed Title of Sponsor's Designated Official Representative)		
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	trus	day of		
		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.

^{5|}Page



ASSURANCES

Airport Sponsors

A. General.

- 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, 25, 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; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

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. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- 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
- 1. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- g. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq. 1
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq. 1
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et seq.²
- v. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

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

Federal Regulations

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 Investigative and Enforcement Procedures 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates.¹
- i. 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
- j. 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).
- k. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- 1. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 New restrictions on lobbying.
- n. 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.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. 12
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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.

Footnotes to Assurance C.1.

- 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 2 CFR Part 200 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.
- On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

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
- 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:
 - 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;
- 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 promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the 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:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance
 with the acts and regulations relative to non-discrimination in Federallyassisted programs of the DOT, and incorporating the acts and regulations into
 the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and
 regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

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 3/20/2014 (the latest approved version as of this grant offer) 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.

- a. 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.
- b. 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.
- c. 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 sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (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.



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

Updated: 3/20/2014

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
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
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
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
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
AC 150/5220-20 Change 1	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 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	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 Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
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
150/5345-7F	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
150/5345-27E	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
150/5345-42G	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

1	
NUMBER	TITLE
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
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)
150/5360-12F	Airport Signing and Graphics
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
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE AND THE SECOND OF THE SE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



Executive Manager's Report GIAA Board of Directors Meeting June 26, 2014

AIRLINE ISSUES

United Airlines

United applied to the USDOT on May 28, 2014 for authority to begin nonstop service between Guam and Shanghai, China. United intends to begin the new service from Guam using Boeing 737-700/800 series aircraft, effective Oct. 28, 2014, subject to government approval. United's plans to service the GUM/PVG route twice weekly. United's 737-700 series is configuration includes 12 first class and 106 economy class seats.

Dynamic Air

Dynamic Air operated its first of 39 round trip scheduled charters from Beijing to Guam and arrived on Saturday, June 21, 2014 at 10:50am. The flight will operate every five days, utilizing a 767-200 ER aircraft with a capacity of 235 passengers. With 39 round trips scheduled, total charter seat capacity supplied for China to Guam by Dynamic Air is 9,165 seats. Earlier this year, Dynamic Airways brought 872 visitors from China over four charter flights for the Chinese New Year. Dynamic's inaugural flight landed on Guam on January 29, with more than 200 people on board.

Japan Airlines

The JAL Guam/Narita route was chosen to be featured in Tokyo's Fuji Terebi TV, "Real Scope Hyper", to air July 5 or July 6, 2014. The feature will feature a behind the scenes look of the airline from in-flight services to operations. Filming took place June 13 and 14, 2014, with GIAA's full support.

Philippine Airlines

Beginning October 26, 2014, Philippine Airlines will be increasing operations on **Manila – Guam**, from five flights to seven flights weekly, utilizing Airbus 320 aircraft. This increases seat capacity by 300 weekly, and adds 29% more seat capacity annually, from 39,000 to 54,600 seats.

China Airlines

China Airlines will operate eight additional flights on the **Taipei** – **Guam** route, utilizing its Boeing 737-800 aircraft. The flights will operate every four days, beginning June 27 and ending July 25, 2014. This will add 1,264 seats from Taipei during this one-month charter period.

EVA AIR

From July 2, 2014 to August 5, 2014, EVA AIR will increase their **Taipei/Guam** service from two to five weekly, utilizing A330-200 with 380 pax capacity. This increases capacity by 1,140 seats weekly, and 4,560 seats annually from this four-week period.

In addition, EVA AIR will operate **Narita/Guam** scheduled charter operations every four days, from August 1, 2014 through August 20, 2014, utilizing an Airbus A321 with 184 pax capacity. This increases seat capacity from Narita to Guam by 5,488 annually from these additional 12 charter operations.

Emergency Exercise Participation

GIAA participated in GHS/OCD's "TYPHOON PAKYO EXERCISE", which simulated response and actions taken by all agencies in a pre-set scenario. The exercise is a seven-day functional exercise that began June 19 and ran through today, June 25, 2014.

Executive Manager's Report GIAA Board of Directors Meeting June 26, 2014

FINANCIAL ISSUES

GIAA's Fiscal Year **2015 Financial Budget** has been compiled with all divisions' input. The Preliminary Budget will be distributed for signatory airline review and discussion will be scheduled in late July or early August 2014.

FAA ISSUES

FAA continues its support of airport development with the notice to award two grants. The first grant is in the amount of \$1,556,987.00, for additional funding requirements of the installation of the Instrument Landing System (ILS) Runway 6L - Phase III. Also awarded was \$2,950,939.00, for additional funding requirements of the Rehabilitation of Runway 6L24R - Phase IV.

PROCUREMENT

IFB Purchase and Delivery of Police Package Motorcycles

Announced: June 13, 2014 Pre Bid: June 24, 2014 10am

Submission Deadline: July 2, 2014, 2pm

IFB Purchase and Delivery of Crew/King Cab Vehicles

Announced: June 12, 2014 Pre-Bid: June 19, 10am

Submission Deadline: June 27, 2014, 2pm

ANNOUNCEMENT:

• The 1st Cycle of ARFF Fire recruits graduated on June 20, 2014, at 9:00am in a ceremony at the Sheraton Laguna Guam Resort. Governor Calvo and Lt. Governor Tenorio presented the Graduation Address to GIAA's 15 new Fire Fighters, and Judge Maria Cenzon administered the Fire Fighter's Oath. The first inspection was made of the new members of units A & B, and orders were given to the successful graduates.



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June 25, 2014

MEMORANDUM

To:

Mr. Edward G. Untalan

Chairman

GIAA Board of Directors

From:

Carlos Bordallo Comptroller

Subject:

Operating Results - Revenues and Expenses as of

May 31, 2014

Attached herewith is GIAA's Operating Results Report for the month ending May 31, 2014. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and yearto-date results ended May 31, 2014.

The key operating results for 8 month(s) of FY 2014 ending May 31, 2014 - (in \$000's) are:

		YEAR-TO-D	FORECAST FOR FULL YEAR- FY14				
CATEGORY	5 1 1			riance vs. Actual	Actual Y-T-D	% Variance Budget vs. Estimate for Full Year	
	Budget FY 14 Y-T-D	Actual FY 14 Y-T-D	Y-T-D Current Month	Y-T-D Last Month	+ Remaining FY 14 Budget		
Total Signatory Revenues	\$17,619.7	\$17,807.0	1.1%	2.4%	\$26,917.8	.7%	
Total Concession Revenues	\$11,963.9	\$12,110.3	1.2%	1.3%	\$18,117.1	0.8 %	
Total PFC's	\$4,198.1	\$4,247.6	1.2%	2.7%	\$6,485.6	0.8%	
Total Other Revenues	\$10,072.9	\$10,542.2	4.7%	3.2%	\$15,684.4	3.1%	
Total Operating Revenues	\$43,854.5	\$44,707.1	1.9%	2.3%	\$67,205.0	1.3%	
Total Operating Expenses	\$27,227.9	\$24,328.5	-10.6%	-8.1%	\$36,871.0	-4.0%	
Net Revenues from Operations	\$16,626.6	\$20,378.6	22.6%	18.5%	\$30,333.9	14.1%	
Non-Operating Expenses	\$500.0	\$232.3	-535%	-535%	\$232.3	-53.5%	
Other Available Moneys/other sources of funds	\$4,521.8	\$4,439.4	-1.8%	-1.9%	\$6,700.4	-1.2%	
Net Debt Service Coverage	1.26	1.56	23.1%	22.5%	1.53	14.5%	









Page 2 - Operating Results as of May 31, 2014

Year-to-date Total Signatory Revenues for the month ending May 31, 2014 are above Budgeted revenues by 1.1%. 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 1.2% and 1.2%.

Year-to date Total Other Revenues, inclusive of non-signatory and non-airline revenues, are above the budget estimate by 4.7%.

Year-to-date Total Operating Revenues Actual of \$44.7M is 1.9% above the budget estimate of \$43.9M.

Year-to-date Total Operating Expenses are below budget by -10.6 %. Components of this line item include a -6.5% decrease in Personnel Service, a -11.3% decrease in Contractual Services, a -33.6% 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 \$20.4M reflects an increase of 22.6% over the year-to-date budgeted amount of \$16.6M.

Finally, our year-to-date results for Debt Service Coverage is at 1.53 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 (\$000's)

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Budget

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Budget

Actual

YEAR - TO - DATE

.828,42	6.7 <u>22,72</u> - 8.626,6 <u>1</u>	8.686,71	6'185'97	%9:95	9.945,2	1,500.8	₽. 70 2,£	Net income from Operations
.826,328.	6.7 <u>2</u> 2,7 <u>2</u>							
		1.819,22	3.077,65	%0°EZ-	2,939.2	8.818,8	<u>γ.γe0,ε</u>	Total Operating Expenses
.0	177.0	0.0	0.771	% 0.0	0.0	0.0	0.0	Equipment/Furnishings
.707	Z.290,1	6.439	6 [.] 664,1	%6 [.] SE-	1.18	126.4	136.0	Materials & Supplies
15,446.	14,030.2	12,614.3	20,824.5	%Z.71-	Z.704,1	₽.669,1	4٬۲۵۲٫۶	Contractual Services
` ₺ ᠘ፒ'ፒፒ	S.226,11	6.886,6	0.692,71	%Z.TZ-	0.124,1	9.266,1	1,253.8	II. Operating Expenses: Personnel Services
.۲0۲,44	5.428,54	6.706,04	4. 22 5 ,38	%9 '0-	8.882,2	1.615,2	T.209,4	Total Operating Revenue
10,542.	10,072.9	2.195,01	1.212,21	%L'9T	S:99E'T	1,171.0	S.191,1	Other Revenue
	1.891,4	4,246.3	1.984,8	%1.01-	T.454	5.202	₹. ₽ ₹ ₽	Passenger Facility Charges
.011,21	6.596,11	۲٬۲00٬۲	9.076,71	%E [.] 0	5.264,1	5'88₽'T	£.297	Total Concession Revenues
.844	7.192	<u>4.022</u>	8.11.3	<u>%8:98-</u>	9.24	<u>1.07</u>	8.49	Other Concession Rev
·6 1 9	0.949	6.829	0.076	% p .Z	8.88	8.18	2.87	Rental Cars
.219	6.616.3	0.862	6.248	%t [.] 0-	7.27	73.0	2.89	Food & Beverage
TZS	₱:08S	526.4	1.208	%L'6	6.89	8.29	1 .09	In-filight Catering
.828,6	6.609,6	£.766,4	6.414,41	%0.2	1,225.0	7.102,1	4.564	Gen Mdse (DFS)
								Concession Revenues
								Signatory Airlines Rents & Fees
								Revenues from Sources other than
Z:9T\$	87.21\$	99.71\$	19.21\$	% 1 .0-	96'51\$	\$0.91\$	£8.71\$	Cost per Enplaned Pax
0£'860'ī	1,116,503	1,090,928	6\$6'ҬҬ᠘'Ҭ	%6 [.] L-	173,763	134,404	104,701	Enplaned Signatory Pax
.708,71	7.619,71	19,269.3	2.057,82	%E.8-	9.276,1	2,154.3	7.822,2	Total Signatory Revenue
.252,t	<u> </u>	1,888.2	0.761,2	%S.E-	8.071	0.771	2.791	Landing Fees
τ90'τ	1,041.0	£.9£1,1	7,532.7	%8.£-	120.5	125.2	5.611	Apron Use Fees
.£87,£	£.09e,£	7.980,8	S.240,8	%E'TT-	443.0	≥.99.5	8.138	Loading Bridge Use Fees
1,514.	7.155,1	1,801.9	2,042.9	%T.6-	8.131	0.781	9.661	lmmigration Inspection Fees
.4,002.	6.848,E	Z.ZZ7,₽	6.806,2	%S'0T-	413.2	2.134	8.152	Arrival Fees
3,844.	4.188,8	0.453,4	₱ [.] ፗઽ6'S	%9.01-	6.714	2.784	8.052	Departure Fees
		7.591,2	1.280,5	%L'0	2.88.5	8.922	1.882	Terminal Bldg Rentals
.890,2	7.420,2	7 501 5	1 COO C	702 0				
	7.620.2	2 201 6	1 680 6	70 <u>2</u> 0				I. Signatory Airline Rents & Fees

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Budget

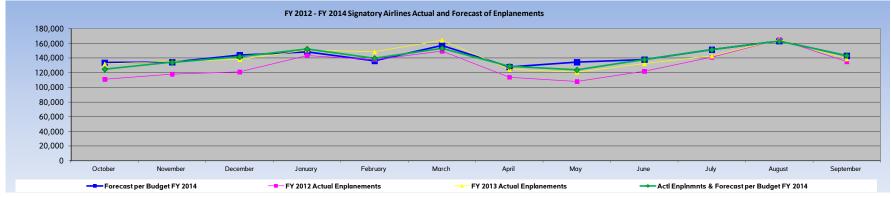
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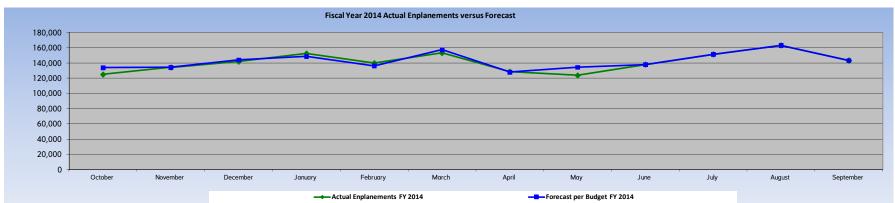
GUAM INTERNATIONAL AIRPORT AUTHORITY (\$000's)

3TAG - OT -	UPTI				HINOMIA	IZVVOO	
leutoA	fegbuð	Actual	fegbuð	%Var	leutoA	fegbug	leutoA
FY2014	FY2014	EX5013	Full Year	I'toA eV bud	FY2014	FY2014	EX5013

Z·I	1.25	1.25	1.25	:	1.25	1.25	2.25 <u>2.25</u>	Debt Service Requirement
S'T	7.2e	1.88	1.34	%p.7£	1.40	1.02		Debt Service Coverage
.550,81	£.478,81	9.542,5	1115,22	%0.0	£.601,2	2,109.3	8.244,1	Debt Service payments
.456,45	1.715,12	2.45T,1S	7.738,88	% p .7£	₱. £ 26, 2	9.641,5	0.721,2	Net Revenues and Other Available Moneys
.812,4	9.812,4	7.288,2	6.725,8	% 0.0	£.722	£.722	7.098	Add: Other Available Moneys
.022	3.808	432.9	8.424	%9°ST-	32.0	6.78	8.491	Add: Other Sources of Funds
.20,495.	16,795.3	0.514,81	0.280,72	%1.12	1.498,1	1,584.3	S'TZS'T	Net Revenues
.848.	8.899	0.489	1,600,1	%L'9ħ-	S.44	9.88	8.28	bdd: Interest on Investments
.232.	0.002	7.092	0.002	%0.0	0.0	0.0	8.12	Less: Non Operating Expense(Ret/DOI/OHS)
								III. Other Revenues and Expenses

SUMMARY SIGNATORY AIRLINES													
Enplanements	October	November	December	January	February	March	April	Mav	June	July	August	September	Total
•							•				•	•	
Forecast per Budget FY 2014	133,792	134,289	144,046	148,586	136,168	157,310	127,908	134,404	137,919	151,310	163,010	143,217	1,711,959
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
FY 2013 Actual Enplanements	131,910	135,518	138,186	150,971	148,524	164,380	124,701	120,751	132,315	142,773	165,026	138,907	1,693,962
Actl Enplnmnts & Forecast per Budget FY 2014	124,805	134,044	141,808	152,311	139,712	153,242	128,621	123,763	137,919	151,310	163,010	143,217	1,693,761
FY 2014 versus FY 2013	-5.39%	-1.09%	2.62%	0.89%	-5.93%	-6.78%	3.14%	2.49%	4.24%	5.98%	-1.22%	3.10%	-0.01%





	Actual versus Forecast												
Enplanements	October	November	December	January	February	March	April	May	June	July	August	September	Total
Actual Enplanements FY 2014	124,805	134,044	141,808	152,311	139,712	153,242	128,621	123,763	137,919	151,310	163,010	143,217	1,693,761
Forecast per Budget FY 2014	<u>133,792</u>	<u>134,289</u>	144,046	148,586	<u>136,168</u>	<u>157,310</u>	127,908	134,404	137,919	<u>151,310</u>	<u>163,010</u>	<u>143,217</u>	<u>1,711,959</u>
Actual Enplanements Over/(Under) Forecast	(8,987)	(245)	(2,238)	3,725	3,544	(4,068)	713	(10,641)	0	0	0	0	(18,197)
Cumulative Total	(8,987)	(9,232)	(11,470)	(7,745)	(4,202)	(8,269)	(7,556)	(18,197)	0	0	0	0	
					Perce	ntage Over/(Un	der) Forecast						
	October	November	December	January	February	March	April	May	June	July	August	September	
% Monthly	-6.7%	-0.2%	-1.6%	2.5%	2.6%	-2.6%	0.6%	-7.9%	0.0%	0.0%	0.0%	0.0%	
% Cumulative Total	-6.7%	-3.4%	-2.8%	-1.4%	0.8%	-2.9%	2.3%	1.1%	0.0%	0.0%	0.0%	0.0%	
						Month to Mont	h Trend						
	October	November	December	January	February	March	April	May	June	July	August	September	
Actual Enplanements	124,805	134,044	141,808	152,311	139,712	153,242	128,621	123,763	0	0	0	0	
Month to Month Increase/(Decrease)		9,239	7,764	10,503	-12,599	13,530	-24,621	-4,858	0	0	0	0	
Month to Month Increase/(Decrease) in %		7.4%	5.8%	7.4%	-8.3%	9.7%	-16.1%	-3.8%	0.0%	0.0%	0.0%	0.0%	

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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

Calvo Fisher & Jacob LLF

FROM:

Janalynn Cruz Damian

DATE: June 17, 2014

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.

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