

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Wednesday, November 1, 2023, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The November 1, 2023 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 Acting Chairman Sobti at 3:05 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Gurvinder S. Sobti
Donald I. Weakley
Lucy M. Alcorn
Rosie R. Tainatongo
Doyon A. Morato
Jesse G. Garcia

Offices or positions:

Acting Chairman
Board Secretary

Directors Absent:

Brian J. Bamba (Excused)

Chairman

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Raymond Mantanona
Rolenda Faasuumalie
Anthony Quidachay
Joseph Javellana
Audie Artero
Raymond Quintanilla
Danielle Camacho
Debbie Ngata
Raymond Reyes

Executive Manager
Deputy Executive Manager
Airport Services Manager
ARFF, Chief
Marketing Administrator
Safety Administrator
GIAA Property Management Office
Engineering Supervisor
Operations Superintendent
General Accounting Supervisor
General Accounting Supervisor
Airport Police

Anita P. Arriola
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

Acting Chairman Sobti welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Secretary Weakley, seconded by Director Tainatongo the following resolution was unanimously passed:

Resolution No. 24-01

The Board hereby approves the agenda of the November 1, 2023 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. September 22, 2023 - Regular Meeting

On motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 24-02

The Board hereby approves the minutes of the September 22, 2023 regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

Executive Manager Quinata advised there was no Old Business to present.

6. NEW BUSINESS

A. Ratification of FAA Grant Agreement No. 3-66-0001-120-2023 – Rehabilitate Terminal Apron

The first item discussed by the Board was the FAA Grant Agreement No. 3-66-0001-120-2023 – Rehabilitate Terminal Apron. Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement for ratification by the Board.

Mr. Santos advised the Board that the project is in the amount of \$31,127,435.00. The FAA grant is funded at a 90/10 cost share basis with the FAA. The bid was awarded by the Board at the July 6, 2023 Board meeting to Sumitomo Mitsui Construction Co., Ltd. Now that the Grant is in place and the project certified, Notice to Proceed is expected within thirty (30) days. The Airports 10%

share is approximately \$3,458,604.00. Funded under GIAA's FY2024 budget Pay-as-you-go for CIP's.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved:

Resolution No. 24-03

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-120-2023 – Rehabilitate Terminal Apron, in the amount of \$31,127,435.00.

B. Ratification of FAA Grant Agreement No. 3-66-0001-121-2023 – Zero Emissions Vehicle/Infrastructure

The next item discussed by the Board was the FAA Grant Agreement No. 3-66-0001-121-2023 – Zero Emissions Vehicle/Infrastructure. Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement for ratification by the Board.

Mr. Santos advised the Board that the project is in the amount of \$626,670.00. The FAA grant is funded at a 90/10 cost share basis with the FAA. Airports 10% share is approximately \$69,630.00. Funded under GIAA's FY2024 budget Pay-as-you-go for CIP's. Mr. Santos offered brief background on the project for the Board's information, informing the Board that the initial Bid yielded no Bidders. Second time around, the Airport is surveying local dealerships in order to see if they have access to vehicles that meet GIAA standards, vehicles must be electric and American made. Referenced Bid will be brought back to the Board for Award.

Acting Chairman Sobti inquired on the budget and number of vehicles. Mr. Santos advised that the Grant is for seven (7) vehicles and four (4) charging stations, if the budget supports the purchase of additional vehicles, the scope would need to be amended.

Director Morato inquired on the period of performance. Ms. Santos informed the Board that the period would be for four (4) years, however the vehicles are desperately needed, the sooner the vehicles can be procured the better.

After further discussion, on motion duly made by Director Morato, seconded by Secretary Weakley, the following resolution was unanimously approved:

Resolution No. 24-04

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-121-2023, Zero Emissions Vehicle/Infrastructure in the amount of \$626,670.00.

C. Approval of Award for Airport Energy Efficiency Assessment – RFP No. RFP-003-FY23

The next item requiring Board action was the award for Airport Energy Efficiency Assessment – RFP No. RFP-003-FY23. Deputy Executive Manager Hernandez, provided background information to the Board on the referenced RFP, including the scope of services, contract term, dates that the RFP was published in the newspaper, proposal submission deadline, and the number of interested proposers.

The referenced Request for Proposals (RFP) solicited interest from qualified firms and/or individuals to conduct an Airport Energy Efficiency Assessment to further assist GIAA in developing and implementing an Energy/Sustainability program to assess, prepare and design energy conservation measures through efficiencies, renewable energy and technological renewal and replacement programs, and carbon emission reduction in accordance with all applicable Government Laws, Rules, and Regulations. A total of fourteen (14) firms and/or individuals downloaded the RFP package and one (1) firm submitted a proposal before the established deadline. An evaluation committee was established to evaluate the proposals that were submitted based on the evaluation criteria set forth in the RFP. The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror A, the sole offeror, was deemed a responsive firm to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form. The term of the agreement is for period of five (5) years from the effective date. The Airport Energy Efficiency Assessment will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share is 10%.

Offeror A is deemed to have met the standards of responsiveness as outlined in the Guam Procurement Law & Regulations. Management recommends that the Board approve the ranking results and the contract award to Offerer 'A' for Airport Energy Efficiency Assessment, subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA. Brief discussion followed.

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

Resolution No. 24-05

The Board hereby approves the ranking results as presented and the contract award to Offeror 'A' for the Airport Energy Efficiency Assessment – RFP-003-FY23, subject to Management's negotiation of fair and reasonable fees and review by Legal Counsel.

Acting Chairman Sobti inquired if GIAA has done this before. Mr. Santos advised that GIAA had done something similar under ESCO (Energy Services Company), resulting in the change out of GIAA's air conditioning system, funded by GIAA. The reference RFP will be funded by the FAA, giving the Airport 'Energy Conservation Measures', which will allow GIAA to select which measures will be funded.

Deputy Executive Manager Hernandez announced that Offeror 'A' is AECOM Technical Services Inc.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Deputy Executive Manager Hernandez. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

Deputy Executive Manager Hernandez gave a brief update on Insurance Renewal Program, specifically the Property Coverage, as requested by the Board. GIAA was able to negotiate a premium of \$1.6M compared to initial quote of \$1,705,263.00. Looking ahead to FY2025, Management is considering a Parametric program or self-insurance for GIAA's Insurance program. In addition, premiums are typically paid over a period of three (3) – four (4) months, however GIAA was able to extend payments over ten (10) months.

Secretary Weakley inquired on the interest from Air Vietnam. Deputy Executive Manager Hernandez advised that there has been communication to see if there is still continued interest.

Brief discussion on floors in Customs and Quarantine, with Executive Manager Quinata advising that it is a priority, and is still in process with insurance company and FEMA. Anticipated for March 2024. Mr. Audie Artero, Engineering Supervisor informed the Board that GIAA is almost at 100% design.

Secretary Weakley inquired on the new Comptroller. Deputy Executive Manager informed the Board that Management will advise the Board once date is confirmed.

8. REPORT OF THE COMPTROLLER

Ms. Danielle Camacho, General Accounting Supervisor reported on the revenues and expenses of the Authority for the for the month ending **September 30, 2023**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **28.0%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total

Concession Revenues are **45.1%** below budget while Passenger Facility Charges are below the budget estimate by **30.6**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **1.1 %**. Year-to-date Total Operating Revenues actual of **\$51.2M** is **26.6%** below the budget estimate of **\$69.8M**. Year-to-date Total Operating Expenses are below budget by **12.6%**. Components of this line item include a **13.3%** decrease in Personnel Service, a **8.5%** decrease in Contractual Services, a **29.3%** decrease in Materials & Supplies and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$6.9M** represents a **64.0%** decrease over the year-to-date budgeted amount of **\$19.1M**. Finally, our year-to-date results for Debt Service Coverage is at **1.31** versus the requirement of **1.25**.

9. EXECUTIVE SESSION

Upon written recommendation of Counsel, on motion duly made by Director Alcorn, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 3:56 p.m.

Due to a previously disclosed conflict of interest, Director Garcia did not participate in Executive Session.

A. DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA

The Board convened into Executive Session at 4:00 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party. Attending Executive Session were Directors Sobti, Weakley, Alcorn, Tainatongo, Morato, Executive Manager Quinata, and Legal Counsels, Eduardo Calvo, Janalynn Damian, and Genevieve Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 4:37 p.m.

All Board members present in the conference room. Motion to return to regular session duly made by Director Alcorn, seconded by Director Tainatongo; motion unanimously passed. Regular Session began at 4:39 p.m.

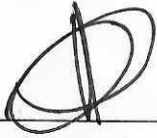
10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT


Motion to adjourn duly made by Director Alcorn, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 4:40 p.m.

Dated this 4TH, day of DECEMBER, 2023.



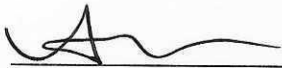
Brian J. Bamba
Chairman

Attest:



Donald I. Weakley
Board Secretary

Prepared and Submitted By:



Amanda O'Brien
Corresponding Secretary

BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Wednesday, November 1, 2023

GIAA CONFERENCE ROOMS 1 & 2

Videoconference and Live Streamed via: <https://www.guamairport.com> or
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

Public Notice

First Notice:

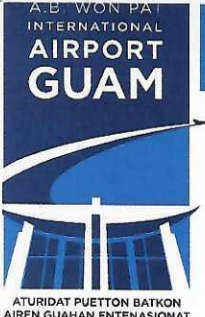
The Guam Daily Post – October 25, 2023
Notice to Media – October 25, 2023

Second Notice:

The Guam Daily Post – October 30, 2023
Notice to Media – October 30, 2023

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. September 22, 2023 Regular Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
 - A. Ratification of FAA Grant Agreement No. 3-66-0001-120-2023
– Rehabilitate Terminal Apron
 - B. Ratification of FAA Grant Agreement No. 3-66-0001-121-2023
– Zero Emissions Vehicle/Infrastructure
 - C. Approval of Award for Airport Energy Efficiency Assessment
– RFP No. RFP-003-FY23
7. Report of Executive Manager
 - A. Airport Updates
 - B. Announcements
8. Report of Comptroller
9. Executive Session
 - A. DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA § 8111(c)).
10. Public Comments
11. Adjournment



BOARD OF DIRECTORS REGULAR MEETING
3:00 p.m., Wednesday, November 1, 2023
GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET		
<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>	<u>CONTACT NO./EMAIL</u>
1. Tricia Cruz	Admin	
2. Raymond Mantuana	ARFF	
3. Joe Tellez	PMD	
4. Raymond Quintanilla	OPS	
5. Toledo Farnham	ukh	
6. VINCE NAPUTI		
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**REGULAR
MONTHLY
BOARD MEETING**

Wednesday, November 1, 2023 at 3:00 PM in
Terminal Conference Rooms 1 & 2 and by
Videoconference and Live Streamed via GIAA
website: www.guamairport.com or
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

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 10. Public Comments
 11. Adjournment
- Parking is available in the Public Parking Lot.
Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services.
This ad is paid for by GIAA.

**IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF
ALBERT ANTHONY BLAS LIMTIACO,
Deceased.**

SUPERIOR COURT CASE NO. PRO090-23

**NOTICE OF RESCHEDULED
HEARING**

THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT
REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE.

1. NOTICE IS HEREBY GIVEN that William B. Limtiaco has filed a Petition for Letters of Distribution reference to such petition is hereby made for further particulars.
2. A rescheduled hearing on the Petition will be heard on **Friday, November 3, 2023 at 9:00 a.m.** before Judge Dana A. Gutierrez in the Superior Court of Guam.
3. To attend or participate in the hearing, you may appear in person at the courtroom of Judge Dana A. Gutierrez, or you may appear remotely via Zoom by logging onto <https://guamcourts.org>, zoom.us and enter the Meeting ID: 839 7874 0380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior the designated hearing time.

Dated: October 13, 2023

SOPHIA SANTOS DIAZ

Clerk of Court, Superior Court of Guam
By: /s/ **Dariene Mae L. Gatchalian**
Acting Courtroom/Chamber Clerk

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Performs cement mason duties for residential, commercial and government projects.	
11 - HEAVY EQUIPMENT MECHANIC WITH 2 YEARS EXPERIENCE	\$19.60 PER HOUR*
Performs heavy equipment mechanic duties for residential, commercial and government projects.	
22 - HEAVY EQUIPMENT OPERATOR WITH 1 YEAR EXPERIENCE	\$18.06 PER HOUR*
Performs heavy equipment operator duties for residential, commercial and government projects.	
28 - LANDSCAPE GARDENER WITH 3 MONTHS EXPERIENCE	\$11.05 PER HOUR**
Performs landscape gardener duties for residential, commercial and government projects.	
** (For work performed on Service Contract Act projects: additional benefits of Health and Welfare Benefits of \$4.80 per hour up to 40 hours per week; Paid time off up to 80 hours of paid vacation after 1 year of service and up to 160 hours after 3 years of service; and 11 paid holidays per year.)	
3 - PIPEFITTER WITH 2 YEARS EXPERIENCE	\$17.05 PER HOUR*
Performs pipefitter duties for residential, commercial and government projects.	
<i>*Special Wage Rate: Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.</i>	
Successful applicant must be able to obtain military base access. Off-island hires must complete a health screening prior to working on Guam. Employees are required to take and pass a substance abuse test after hire.	
Benefits: Round-trip airfare for off-island hire; lodging provided @ \$62.50 per week; local transportation from employer's designated lodging facility to/from jobsite; and employer/employee-paid medical insurance provided.	
<i>The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.</i>	
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JOB ANNOUNCEMENT

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 BOOKKEEPER, SALES ASSOCIATE, OFFICE ASSISTANT,
 HANDYMAN, WAREHOUSE ASSISTANT, PLUMBER
CALL 671-646-0510/11

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

Habibi's LLC (Takeover)
DBA : Habibi's Mediterranean Delicacy

has applied for a Class: Four (4) General On-Sale Alcoholic Beverage License said premises being marked as Lot: 5114-1-1-2,4 & 5 1024 Pale San Vitores Rd TAMUNING-TUMON-HARMON

**MAYORS' COUNCIL OF GUAM**

J&G Commercial Center Suite 213F
 215A Chalan Santo Papa Road, Hagåtña, Guam 96910
 Tel: (671) 472-6940 - Fax (671) 477-8777

NOTICE OF REGULAR MEETING

10:00 AM, WEDNESDAY, November 1, 2023

Individuals requiring special accommodations may contact Elaine Schaaf at (671) 472-6940 or email: mcogadmin@teleguam.net. The public can access a live stream on the Mayors' Council of Guam YouTube channel or via zoom at: <https://us02web.zoom.us/j/89956571102?pwd=U3JkSG12RndVOWhtQW1rMFVSUWJwJT09> Meeting ID: 899 5657 1102 Passcode: 730032

AGENDA

- | | |
|---|---|
| I. CALL TO ORDER | VI. APPROVAL OF TREASURER'S REPORT - JUNE/JULY/AUGUST |
| II. ROLL CALL | VII. EXECUTIVE DIRECTOR'S REPORT |
| III. NATIONAL ANTHEM/GUAM HYMN | VIII. COMMITTEE REPORTS |
| IV. GUEST SPEAKERS | A. Boards and Commissions |
| A. 36th Wing Commander Brig. Gen. Thomas Palenske | B. Standing Committees |
| 36th Wing Command Chief Master Sgt. Nicholas Taylor | IX. UNFINISHED BUSINESS |
| B. John Benavente, Independent | A. Christmas Events |
| Vietnam Veterans Association of Guam | X. EXECUTIVE SESSION |
| V. APPROVAL OF AUGUST MINUTES | XI. ANNOUNCEMENTS |
| | XII. ADJOURNMENT |

This ad was paid for with government funds by the Mayors' Council of Guam



GUAM FISHERMEN'S
COOPERATIVE ASSOCIATION

P. O. Box 24023
 G.M.F., Guam 96921

Notice to Off-Shore Fishermen:

The Guam Fishermen's is hosting a gathering of Guam Off-shore fishers and meet with the NOAA Pacific Islands Fisheries Science Center to share data collection issues on a community level. Your participation is greatly appreciated. The "Talk Story with the Scientist" event will be held on **November 7, 2023, at 5pm at the GFCA Temporary Facility in Hagåtña.**

Public Notice:

In accordance with the United States Department of Agriculture Rural Administration Federal Guidelines this is a Public Notice announcement for general summary informational process meeting for the disbursement of approved Congressional funding for the construction of two-story facility within the Hagåtña Paseo area adjacent to the Greg D. Perez Marina. The Public Is invited to attend and contribute. Presentation will be held on **Saturday November 11, 2023, at 5:00pm at the GFCA temporary facility.**

Attention Guam Fishermen's Cooperative
Association Members:

This is notice for the Annual Membership Meeting. Matters to be discussed are Approval of Articles and By-Laws and Election of Board of Directors (7). Membership applications (new or renewal) must be completed prior to the start of the Meeting. The meeting shall be held on **Saturday November 11, 2023, with applications at 6:00pm and meeting at 7:00pm. Your attendance is greatly appreciated.**

AVAILABLE POSITIONS

CONSTRUCTION SUPERVISORS
WELDERS

Send resume to
hiring@guamadvance.com or
 apply at 276 W. Harmon Industrial Park



REGULAR
MONTHLY
BOARD MEETING

Wednesday, November 1, 2023 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: www.guamairport.com or <https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

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- Parking is available in the Public Parking Lot. Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services. This ad is paid for by GIAA.

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 Facsimile: (671) 649-2394

Attorney for Petitioner

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE

OF
JOSE PANGELINAN MORCILLA and
ANA LIZAMA MORCILLA,
Decedent,
By
BANK OF HAWAII,
Petitioner

PROBATE CASE NO. PR0136-23

AMENDED NOTICE OF HEARING FOR INVOLUNTARY
PETITION FOR LETTERS OF ADMINISTRATION
IN PERSON HEARING

THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE.

NOTICE IS HEREBY GIVEN that Petitioner Bank of Hawaii, have filed herein an Involuntary Petition for Letters of Administration upon the Estate of Jose Pangelinan Morcilla and Ana Lizama Morcilla, and the time and place of said hearing is in the Superior Court of Guam on November 08, 2023, at the hour of 9:30am, and all persons interested are hereby notified to appear and show cause, if any they have, why the Petition should not be granted.

Reference is made to said petition for further particulars
 DATED: SEPTEMBER 13, 2023.

SOPHIA SANTOS DIAZ
 Clerk, Superior Court of Guam
 By: **/s/Pauline I. Untalan**
 Courtroom/Chamber Clerk

Office of the Attorney General
Douglas B. Moylan
Attorney General of Guam
 Family Section, General Crimes Division
 590 S. Marine Corps Drive, ITC Bldg., Ste. 706
 Tamuning, Guam 96913 • USA
 (671) 475-2595 • (671) 475-3343 (fax)
familydivision@oagguam.org
 Attorney for the People of Guam

IN THE SUPERIOR COURT OF GUAM

IN THE INTEREST OF
J.G., (DOB: 12/01/2022),
Minor.

JUVENILE CASE NO. JP0303-22

SUMMONS

To: JACIANN MONIQUE GARRIDO, Mother

You are hereby summoned to appear via Zoom, before the **HONORABLE LINDA L. INGLES**, at the Judiciary of Guam, Superior Court of Guam, 120 West O' Brien Drive, Hagåtña, Guam, for a court hearing on:

MONDAY, NOVEMBER 13, 2023 AT 11:45 A.M.
 Zoom meeting ID: 716-711-9213 / Password: 76504

YOU MAY BE HELD IN CONTEMPT IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS.

"YOUR PARENTAL AND CUSTODIAL DUTIES AND RIGHTS CONCERNING THE CHILDREN WHO ARE THE SUBJECT OF THE ABOVE MAY BE TERMINATED BY AWARD OF PERMANENT CUSTODY IF YOU FAIL TO APPEAR ON THE DATE THAT IS SET FORTH IN THIS SUMMONS."

Dated: October 05, 2023

CLERK, SUPERIOR COURT OF GUAM
 By: **/s/ Alexis D. Tenorio**
 Deputy Clerk

Office of the Attorney General
Douglas B. Moylan
Attorney General of Guam
 Family Section, General Crimes Division
 590 S. Marine Corps Drive, ITC Bldg., Ste. 706
 Tamuning, Guam 96913 • USA
 (671) 475-2595 • (671) 475-3343 (fax)
familydivision@oagguam.org
 Attorney for the People of Guam

IN THE SUPERIOR COURT OF GUAM

IN THE INTEREST OF
J.G., (DOB: 12/01/2022),
Minor.

JUVENILE CASE NO. JP0303-22

SUMMONS

To: JONAH PARAGES, Father
Tel: (671) 686-6469

You are hereby summoned to appear via Zoom, before the **HONORABLE LINDA L. INGLES**, at the Judiciary of Guam, Superior Court of Guam, 120 West O' Brien Drive, Hagåtña, Guam, for a court hearing on:

MONDAY, NOVEMBER 13, 2023 AT 11:45 A.M.
 Zoom meeting ID: 716-711-9213 / Password: 76504

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Dated: October 05, 2023

CLERK, SUPERIOR COURT OF GUAM
 By: **/s/ Alexis D. Tenorio**
 Deputy Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Friday, September 22, 2023, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The September 22, 2023 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 Acting Chairman Sobti at 3:16 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Gurvinder Sobti
Donald I. Weakley
Lucy M. Alcorn
Rosie R. Tainatongo

Offices or positions:

Acting Chairman
Board Secretary

Directors Absent:

Brian J. Bamba (Excused)
Doyon A. Morato (Excused)
Jesse G. Garcia (Excused)

Chairman

GIAA Officials:

Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Raymond Mantanona
Rolenda Faasuamalie
Anthony Quidachay
Joseph Javellana
Audie Artero
Raymond Quintanilla
Danielle Camacho
Debbie Ngata
Raymond Reyes

Deputy Executive Manager
Airport Services Manager
ARFF, Chief
Marketing Administrator
Safety Administrator
GIAA Property Management Office
Engineering Supervisor
Operations Superintendent
General Accounting Supervisor
General Accounting Supervisor
Airport Police

William Brennan
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

Acting Chairman Sobti welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Secretary Weakley, seconded by Director Tainatongo the following resolution was unanimously passed:

Resolution No. 23-55

The Board hereby approves the agenda of the March 28, 2023 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. August 28, 2023 - Regular Meeting

On motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 23-56

The Board hereby approves the minutes of the August 28, 2023 regular meeting, subject to corrections.

4. CORRESPONDENCE

Deputy Executive Manager Hernandez advised there was no Correspondence to report.

5. OLD BUSINESS

A. Approval of Legal Services Invoice No. 81174

The next item discussed were invoices from Calvo Fisher & Jacob, LLP (CFJ) relative to legal services fees incurred in April 2023. Deputy Executive Manager Hernandez advised the Board that CFJ submitted invoices for general legal services relating to:

1. Invoice No. 81174: Sunshine Act Request (\$11,862.45)

Referenced legal services invoices total an amount of \$11,862.45. Due to the referenced services exceeding CFJ's monthly cap of \$10,000.00, Board action is required to authorize the additional amount of \$1,862.45 above the cap.

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

Resolution No. 23-57

The Board hereby authorizes the Authority to issue payment to Calvo Fisher & Jacob, LLP for legal fees incurred in April 2023 pertaining to Sunshine Act Request (Invoice No. 81174) that exceed

the monthly cap of \$10,000.00 in the amount of \$1,862.45, a total invoice amount of \$11,862.45.

6. NEW BUSINESS

A. Approval of FY24 Insurance Renewal Program

The first item discussed by the Board was the FY24 Insurance Renewal Program.

The A.B. Won Pat International Airport Authority, Guam as required by the GIAA Bond Indenture is required to carry an adequate amount of insurance coverage to protect the Authority, its officers and bondholders. The Airport Insurance Program covers general airport operations and was developed by GIAA with the assistance of its Insurance Consultant, Bolton Company. The Insurance Program includes six (6) policies: Property Insurance including Catastrophe; Airport Operators Liability; Directors & Officers Liability; Workman's Compensation; Automobile Insurance; and Crime Insurance. The Deputy Executive Manager announced that in attendance via Zoom was Ms. Cheryl McDowell of Bolton Company, GIAA's Insurance Consultant and AM Insurance ("AM") representative, Ms. Ann Marie Muna. The Deputy Executive Manager informed the Board that there were increases in premium rates, and invited Ms. Muna to present the premium rates and quotes to the Board.

Ms. Muna announced to the Board that this year has been the most challenging year due to world-wide disasters. Eleven (11) different markets were encouraged to quote, with only five (5) qualifying based on the Airports requirement of A-rated Insurance companies. Ms. Muna went on to present updates and announced the insurance quotes for FY2024 as follows:

Policy	Firm with Lowest Offered Premium	Amount
Property	Calvo's	\$1,705,263.00
Airport Operators Liability	National Union	\$286,160.00
Directors & Officers Liability	Moylan's	\$61,200.00 (1-Year Term)
Workman's Compensation	Moylan's	\$231,194.32 (3-Year Term)
Automobile Insurance	Moylan's	\$31,368.95 (1-Year Term)
Crime Insurance	Moylan's	\$7,050.00 (1-Year Term)
Cyber Liability	N/A	No Quotes
TOTAL:		\$2,299,236.27

The Deputy Executive Manager turned it over to Ms. Cheryl McDowell and Mr. Ronald Wanglin of Bolton Company to explain the increases in premium rates. Significant, catastrophic losses in the property world are due to a number of world-wide disasters, causing a huge impact to the insurance industry. With that in mind, Bolton Company suggested a slight delay making a decision

on the property coverage, to see if the quotes offered may be renegotiated, by having airport management, the broker and consultant explore additional options, including the following:

- Request quotes to separate the standard property insurance, typically known as “All Risk” or “Special Form Causes of Loss”, from the Catastrophic coverage lines which would include:
 - Typhoon/Wind
 - Earthquake
 - Flood
 - Tsunami/Tidal Wave
- Explore a Parametric program to cover all or part of the catastrophic perils that would complement the standard property insurance product.
- Lastly, explore a self-insurance model which may or may not be feasible depending on the Airport’s ability to fund the exposure, which would require a long-term commitment to build up the fund to acceptable levels and restrict funds from other uses.

The Deputy Executive Manager presented a schedule illustrating the recommended program for FY2024. Management recommended the Board accept all quotes as provided for the FY2024 insurance program as appended except for property coverage. With regard to property coverage, it is recommended the Board delegate management the authority to work with the insurance consultant and broker to approach underwriters for all risk catastrophic and non-catastrophic coverage; alternate property coverage; and with a cap of \$1,705,263.00 before the end of the Fiscal Year 2024.

The insurance premium costs are budgeted under Property Management Division (PMO) budget for FY2024. Although this year's premium exceeds the line item FY2024 budget for insurance, we will program funds within the PMO and Administration budget for FY2024 to cover this expenditure.

Discussion followed with Bolton Company explaining the difference between a Parametric program and self-insurance model, for the Boards information.

Acting Chairman Sobti inquired if an increase for insurance was included in the FY24 budget. The Deputy Executive Manager advised that funding in the amount of \$400,000.00 was included in the budget however, the premium increase quoted is much higher than anticipated.

Acting Chairman Sobti thanked all involved in renewing FY24 Insurance Program. Discussion followed relative to the insurance market to returning to normal.

After further discussion, on motion duly made by Director Morato, seconded by Director Alcorn, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-59

The Board hereby adopts the FY2024 Insurance Program as presented, in the total amount not to exceed \$2,299,236.27; the Board delegates Management the Authority to work with GIAA Insurance Consultant and Insurance Broker to approach underwriters for potential quotes for all risk catastrophic and non-catastrophic coverage; alternate property coverage or other potential coverage, as presented by Management and reported to the Board at the next Board meeting:

Policy	Firm with Lowest Offered Premium	Amount
Property	Calvo's	\$1,705,263.00
Airport Operators Liability	National Union	\$286,160.00
Directors & Officers Liability	Moylan's	\$61,200.00 (1-Year Term)
Workman's Compensation	Moylan's	\$231,194.32 (3-Year Term)
Automobile Insurance	Moylan's	\$31,368.95 (1-Year Term)
Crime Insurance	Moylan's	\$7,050.00 (1-Year Term)
Cyber Liability	N/A	No Quotes
TOTAL:		\$2,299,236.27

B. Ratification of FAA Grant Agreement No. 3-66-0001-118-2023 – Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate)

Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement No. 3-66-0001-118-2023 – Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate) for ratification by the Board.

Secretary Weakley inquired of Counsel regarding a potential conflict of interest relating to the referenced FAA Agreement, as he has family involved in business in a related industry. On request, Secretary Weakley clarified he has no financial interest in such business and is not an officer of any business. Legal Counsel confirmed based on the disclosure that there did not appear to be a reason for Secretary Weakley to recuse himself at this time, as the Grant Application and Agreement would be public documents, and procurement of the items funded by the Grant will occur and come before the Board separately.

. Legal Counsel, William Brennan announced for the record that there were no reasons for Secretary Weakly to recuse at this time.

Mr. Santos advised the Board that the project is to install perimeter fencing at the AOA main access security gate, such fencing is required by CFR 1542. The FAA grant is funded at a 90/10 cost share basis with the FAA. The amount of the Grant is \$1,200,000.00. Mr. Santos provided details of the scope of work, such as site selection, a design of the AOA access gate, a Guard

House and potentially a self-contained restroom. The location of the AOA access gate currently, is at the old Airport Terminal. Brief discussion on the location, with Mr. Santos advising the Board that the site selection will determine, however Management has found what they believe to be a suitable location, a space west to the existing cargo building.

Mr. Santos added that the grant funding of \$1.2M is available, and GIAA's sponsor share is approximately \$134,000.00.

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

Resolution No. 23-59

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-118-2023, Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate), in the amount of \$1,200,000.00.

C. Ratification of FAA Grant Agreement No. 3-66-0001-119-2023 – Construct Cargo Apron & Taxiway (Design)

Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement No. 3-66-0001-119-2023 – Construct Cargo Apron & Taxiway (Design) for ratification by the Board. Mr. Santos advised the Board that the project is the design for the construction of the cargo apron and taxiway, and is ongoing at this time. The source of funding is entitlements from GIAA cargo activity. Mr. Santos explained that whenever GIAA exceeds 100M pounds of aircraft weight, from aircrafts such as FEDEX and UPS, the FAA provides entitlement. The grant is at a 90/10 share. The amount of the Grant is \$574,901.00, with the Airports 10% sponsor share being \$63,878.00. Mr. Santos provided brief details of the project for the Board's information, stating that the design is expected to be completed 2024. Brief discussion ensued on funding,

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

Resolution No. 23-60

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-119-2023, Construct Cargo Apron & Taxiway (Design) in the amount of \$574,901.00.

D. Board Appointment and Compensation – Comptroller

Deputy Executive Manager Hernandez gave brief background on the Comptroller position at the Airport, stating that the Comptroller position has been vacant for approximately two (2) years, with the retirement of Mr. John A. Rios. During that time, Ms. Antoniette Bautista had filled the role in an acting capacity, however retired December of 2022. Currently, Ms. Danielle Camacho and Ms. Debbie Ngata, General Accounting Supervisors have been jointly fulfilling the duties of a

Comptroller. The Deputy Executive Manager announced that a candidate had been identified to fill the referenced position at the Airport.

The Deputy Executive Manager gave a brief background on the candidate, Ms. Daphne Mansapit-Shimizu's academic and extensive professional qualifications, stating that her professional experience spans almost thirty (30) years in both public and private sectors and is currently the Director of Department of Revenue & Taxation (DRT). Ms. Mansapit-Shimizu holds a Master's Degree in Public Administration and is a Licensed Certified Public Accountant. The Deputy Executive Manager noted the compensation package will be the same as the former Comptrollers salary, \$130,000.00, and will be adjusted along with all other GIAA employees in January 2024, when the new pay study take effect. The Manager added that Ms. Mansapit-Shimizu will undergo a transition period of October 1, 2023 to January 15, 2024, from DRT to GIAA, and asked that the Board take this into consideration. Management recommends the Board approve the appointment of Ms. Daphne Mansapit-Shimizu as the Comptroller, to be flexible with the start date, between October 1, 2023 and January 15, 2024, along with the annual salary of \$130,000.00, and the salary adjustment in January 2024, when the new pay adjustments take effect.

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

Resolution No. 23-61

The Board hereby appoints of Ms. Daphne Mansapit-Shimizu as the Comptroller for the A.B. Won Pat International Airport Authority, Guam, with a flexible effective date between October 1, 2023 and January 15, 2024, and further approves the Comptrollers annual salary of \$130,000.00, and the pay adjustment in January 2024.

E. Approval of Board Resolution: GIAA's Bank Signatories

Deputy Executive Manager Hernandez presented a Board resolution to revise GIAA's Bank Signatories. The Deputy Executive Manager requested that the Board that the revision to GIAA's bank signatories be effective, subject to the new Comptrollers official employment with the Airport.

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

Resolution No. 23-62

WHEREAS, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA") 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. John M. Quinata, Executive Manager;
2. Artemio R. A. Hernandez, Deputy Executive Manager
3. Brian J. Bamba, Chairman of the Board;
4. Gurvinder Sobti, Vice Chairman of the Board;
5. Dafne Mansapit-Shimizu, Comptroller
6. Jean M. Arriola, Airport Services Manager
7. Danielle E. Camacho, General Accounting Supervisor
8. Debbie C. M. Ngata, General Accounting Supervisor

BE IT RESOLVED FURTHER, that one of the two signatories must include any one of the following: the Chairman, the Vice Chairman, the Executive Manager, the Deputy Executive Manager, the Comptroller or General Accounting Supervisor D.E. Camacho or General Accounting Supervisor D.C.M. Ngata.

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.

F. Approval of Legal Services Invoice No. 81081

The next item discussed were invoices from Calvo Fisher & Jacob, LLP (CFJ) relative to legal services fees incurred in March 2023. Deputy Executive Manager Hernandez advised the Board that CFJ submitted invoices for general legal services relating to:

2. Invoice No. 81081: Legislative Issues (\$12,121.20)

Referenced legal services invoices total an amount of \$12,121.20. Due to the referenced services exceeding CFJ's monthly cap of \$10,000.00, Board action is required to authorize the additional amount of \$2,121.20 above the cap.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved:

Resolution No. 23-63

The Board hereby authorizes the Authority to issue payment to Calvo Fisher & Jacob, LLP for legal fees incurred in March 2023 pertaining to Sunshine Act Request (Invoice No. 81081) that exceed the monthly cap of \$10,000.00 in the amount of \$2,121.20, a total invoice amount of \$12,121.20.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Deputy Executive Manager Hernandez. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

Secretary Weakley asked that Management provide a brief overview on the recent official Airport travel to Manila, Philippines. Deputy Executive Manager Hernandez advised the Board that a delegation from the Airport consisting of Chairman Bamba and Executive Manager Quinata travelled to the Philippines to meet with the CEO of Philippine Airlines and Cebu Pacific to discuss the increase in air service to and from Philippines and Guam. The inquiry will be referred to the Executive Manager upon his return for further details and outcome of the meetings. The Deputy Executive Manager expressed the importance of reestablishing connections with airlines, such as Cebu Pacific, which was a Signatory Airline prior to the Covid-19 pandemic.

8. REPORT OF THE COMPTROLLER

Ms. Danielle Camacho, General Accounting Supervisor reported on the revenues and expenses of the Authority for the for the month ending **August 31, 2023**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **27.5%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **45.5%** below budget while Passenger Facility Charges are below the budget estimate by **30.8**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **1.2%**. Year-to-date Total Operating Revenues actual of **\$46.7M** is **26.6%** below the budget estimate of **\$63.6M**. Year-to-date Total Operating Expenses are below budget by **12.3%**. Components of this line item include a **13.8%** decrease in Personnel Service, a **6.4%** decrease in Contractual Services, a **45.8%** decrease in Materials & Supplies and a **79.3%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$5.8M** represents a **65.8%** decrease over the year-to-date budgeted amount of **\$17.0M**. Finally, year-to-date results for Debt Service Coverage is at **1.07** versus the requirement of **1.25**.

9. EXECUTIVE SESSION

Upon written recommendation of Counsel, on motion duly made by Director Garcia, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:37 p.m.

A. DFS Guam L.P. related litigation to which GIAA is or may be a party

The Board convened into Executive Session at 5:08 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party. Attending Executive Session were Directors Sobti, Weakley, Alcorn, Tainatongo, Acting Executive Manager Hernandez, and Legal Counsels, Janalynn Damian, and Genevieve Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 5:37 p.m.

10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

Motion to adjourn duly made by Director Garcia, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 5:42 p.m.

Dated this _____, day of _____, 2023.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date September 14, 2023

Airport/Planning Area Guam International Airport

FY2023 AIP Grant Number 3-66-0001-120-2023

Unique Entity Identifier CBDXKNH7L5H9

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 10, 2023, 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 Terminal Apron.

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$31,127,435.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 31,127,435 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer 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 September 18, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **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 for 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.

10. **United States Not Liable for Damage or Injury.** 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.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **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 or five percent (5%), whichever is greater, the FAA can issue a letter amendment 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. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** 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 Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, 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 and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, 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 if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While 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:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any 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:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. 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 while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Pavement Maintenance Management Program**. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). 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 the current version of 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:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - i. 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 current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. 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.
 3. 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 type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. 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.

29. **Project Containing Paving Work in Excess of \$500,000.** 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 ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM 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; and
 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 assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure 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. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, 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.

30. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Carlos H. Salas

Carlos H. Salas (Sep 14, 2023 06:57 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Assistant Manager, Airports District Office

(Title of FAA Official)

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

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 15, 2023

A.B. Won Pat International Airport Authority,
Guam

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: John Quinata

(Typed Name of Sponsor's Authorized Official)

Title: Executive Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anita Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 14, 2023

By: Anita P. Arriola
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**A.B. Won Pat International Airport Authority, Guam**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 10, 2023.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date September 14, 2023

Airport/Planning Area Guam International Airport

FY2023 AIP Grant Number 3-66-0001-121-2023

Unique Entity Identifier CBDXKNH7L5H9

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 24, 2023, 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:

Zero Emissions Vehicle/Infrastructure

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$626,670.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 626,670 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer 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 September 18, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **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 for 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.

10. **United States Not Liable for Damage or Injury.** 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.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **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 or five percent (5%), whichever is greater, the FAA can issue a letter amendment 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. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** 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 Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, 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 and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, 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 if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While 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:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any 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:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. 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 while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

- 28. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further,

the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

29. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment included in this Grant:
- Will be maintained and used at the airport for which they were purchased;
 - Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and
 - Will be replaced, at the Sponsor's own cost, if disabled or seriously damaged during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the remaining portion of the useful life of the damaged vehicle or equipment, or life of Airport Emissions Reduction Credits (AERC) (if earned), whichever is longer.
 - The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
30. **Recharging Systems Under Voluntary Airport Low Emissions (VALE) - Use and Operation Requirements.** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the Federal share of the recharging project if the Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
31. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, 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 based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Carlos H. Sals

Carlos H. Sals (Sep 14, 2023 07:32 HST)

(Signature)

Carlos H. Sals

(Typed Name)

Assistant Manager, Airports District Office

(Title of FAA Official)

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

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 15, 2023

A.B. Won Pat International Airport Authority,
Guam

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: John Quinata

(Typed Name of Sponsor's Authorized Official)

Title: Executive Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anita Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 14, 2023

By: Anita P. Arriola
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**A.B. Won Pat International Airport Authority, Guam**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 24, 2023.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.



**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS**

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP) NO. RFP-003-FY23

PROJECT No. GIAA-FY23-001-4

AIP No. 3-66-0001-TBD

AIRPORT ENERGY EFFICIENCY ASSESSMENT

November 1, 2023

Purpose

Board action is requested to approve the ranking results and conditional award for Request for Proposals (RFP) No. RFP-003-FY23 for the Airport Energy Efficiency Assessment.

Background

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct an Airport Energy Efficiency Assessment to further assist GIAA in developing and implementing an Energy/Sustainability program to assess, prepare and design energy conservation measures through efficiencies, renewable energy and technological renewal and replacement programs, and carbon emission reduction in accordance with all applicable Government Laws, Rules, and Regulations.

Procurement Background

The above referenced RFP was advertised in the local newspapers on September 19 and 26, and October 11, 2023. The established deadline to submit proposals was October 18, 2023, at 4:00 p.m.

A total of fourteen (14) firms and/or individuals downloaded the RFP package and one (1) firm submitted a proposal.

Proposal Evaluation and Selection

The proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The sole offeror has submitted the required documents and has been determined to be responsive as outlined in the Guam Procurement Law & Regulations, subject to the following:

Offeror A:

Offeror A's proposal was deemed to be responsive based on the submittal of all required documentation set forth in the RFP.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror A, the sole offeror, was deemed as

Executive Summary

RFP No. RFP-003-FY23, Project No. GIAA-FY23-001-4, AIP No. 3-66-0001-TBD,
Airport Energy Efficiency Assessment

Page 2 of 2

a responsive firm to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Legal Review

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form. The term of the agreement is for period of five (5) years from the effective date.

Financial Review

The *Airport Energy Efficiency Assessment* will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share is 10%.

Recommendation

I recommend that the Board approve the ranking results and the contract award to Offeror A for Airport Energy Efficiency Assessment, subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.





P.O. Box 8770 Tel (671) 646-0300
Tamuning, GU 96931 Fax (671) 646-8823

www.guamairport.com

EMAIL: official@guamairport.net

WE'RE ON IT
24/7

October 31, 2023

MEMORANDUM

TO: JOHN M. QUINATA
EXECUTIVE MANAGER

VIA: JEAN M. ARRIOLA
AIRPORT SERVICES MANAGER

FROM: BUYER SUPERVISOR I

SUBJECT: EVALUATION AND RECOMMENDATION - REQUEST FOR PROPOSALS (RFP)
RFP-003-FY23, PROJECT NO. GIAA-FY23-001-4, AIP No. 3-66-0001-TBD
AIRPORT ENERGY EFFICIENCY ASSESSMENT

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct an Airport Energy Efficiency Assessment to assist the Antonio B. Won Pat International Airport, Guam ("GIAA") in developing and implementing an Energy/Sustainability program to assess, prepare and design energy conservation measures through efficiencies, renewable energy and technological renewal and replacement programs, and carbon emission reduction in accordance with local and federal Laws, Rules, and Regulations.

The advertisement for this RFP was published on September 19 and 26, and October 11, 2023. The deadline to submit proposals was established at October 18, 2023, at 4:00 p.m. A total of fourteen (14) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal.

Proposal Review for Responsiveness

The proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The sole offeror has submitted the required documents and has been determined to be responsive as outlined in the Guam Procurement Law & Regulations as follows:

Offeror A:

Offeror A submitted all required documents set forth in the RFP.

Evaluation and Selection

Pursuant to Section 8: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP documents, after receipt of the proposal, the GIAA Evaluation Committee conducted an independent evaluation for the purpose of selecting the most responsive and responsible offeror based on the evaluation criteria set forth in the RFP. Hence, the sole proposal received was evaluated and found to be responsive.



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES



NASAO
National Association of State Aviation Officials



Evaluation and Recommendation

Request for Proposal No. RFP-002-FY23

Airport Energy Efficiency Assessment

Project No. GIAA-FY23-001-4

AIP No. 3-66-0001-TBD

The committee appointed by the Executive Manager to evaluate the proposal included the following:

1. Juan S.A. Reyes, Jr., Airport Terminal Manager
2. Kenneth McDonald, Properties and Facilities Superintendent
3. Audie Artero, Engineer Supervisor
4. Elpidio Antenor, Engineer III
5. Emily Tongson, Engineer I

The committee completed their evaluation, and the scores were tabulated as reflected on the attached summary worksheet.

Attached for your reference is the summary of the committee's evaluation scores based on the evaluation criteria set forth in the RFP.

Recommendation


Offeror A is deemed to have met the standards of responsiveness as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to **Offeror A** for the Airport Energy Efficiency Assessment, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of five (5) years subject to the availability of funding.

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



JENIELLE P. MENO

APPROVED:



JOHN M. QUINATA
Executive Manager

Attachments

cc: Evaluation Committee
Procurement File





Antonio B. Won Pat International Airport Authority, Guam

Evaluation Score Tally Sheet

RFP NO. RFP-003-FY23

PROJECT NO. GIAA-FY23-001-4

AIP NO. 3-66-0001-TBD

AIRPORT ENERGY EFFICIENCY ASSESSMENT

OFFEROR DESIGNATION	Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4		Evaluator 5		Final Ranking
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	
OFFEROR A	90	1	100	1	91	1	97	1	91	1	1

Evaluators:
No. 1: Juan Reyes, Jr., Airport Terminal Manager
No. 2: Kenneth McDonald, Properties and Facilities Superintendent
No. 3: Audie Artero, Engineer Supervisor
No. 4: Elpidio Antenor, Engineer III
No. 5: Emily Tongson, Engineer I

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

November 1, 2023

PASSENGER FLIGHT NETWORK: NOVEMBER 2023

AIRLINE	ROUTE	FLIGHT #	OPERATING DAYS (ORIGINATING GUAM)
United Airlines	HNL	UA200	Daily
	NRT	UA196	Daily
		UA828	Tue, Thu, Sat, Sun
		UA873	Daily
		UA864	Daily
	SPN	UA174	Daily
	MNL	UA183	Daily
	KIX	UA151	Daily
		UA177	Tues, Thurs, Saturday
	FUK	UA165	Daily
	NGO	UA137	Daily Nov.20-26 Daily Nov. 27-30 Mon, Wed, Thu
		UA171	
	ROR	UA157	Mon, Wed, Thurs, Sun
	TKK	UA193	Tue, Fri
		UA133	Wed, Sun
		UA155	Mon, Fri
	PNI	UA176	Saturday
	Yap	UA185	Tue and Sat

AIRLINE	ROUTE	FLIGHT #	OPERATING DAYS (ORIGINATING GUAM)
Jeju Airlines	ICN	7C3101	Daily
	ICN	7C3105	Daily
	NRT	7C1181	Daily
	PUS	7C3153	Sun, Mon, Thu, Friday
Korean Air	ICN	KE422	Daily
		KE424	Daily
Jin Air	ICN	L916	Daily
	PUS	LJ929	Daily Effective Nov. 17
Japan Airlines	NRT	JL942	Tue, Thurs, Sat & Sun
Philippine Airlines	MNL	PR111	Daily except for Nov. 14 & 30
T'Way Airlines	ICN	TW304	Daily
Star Marianas	ROP	4301	Mon, Tue, Wed, Thu, Fri
		4302	Mon, Tue, Wed, Thu, Fri
China Airlines	TPE	*	*
Air Seoul	ICN	*	*
Air Busan	PUS	*	*

* Continued Suspension

Air Service Changes (October vs November):

United increases ROR services from 5x to 6x weekly
 United increases NGO services from 4x weekly to daily
 Jeju adds PUS service 4x weekly
 T'way suspends 2nd ICN daily flight

AIR SERVICE SNAPSHOT

In the upcoming month, airlines are scheduled to conduct 690 flights to Guam, and a seat capacity of 120,749, representing 76% and 63% of September 2019, (pre-COVID) flights and seat capacity respectively.

	2019			2023			% Change 2023 vs 2019		
	# of Flights	Seat Capacity	Enplanements	# of Flights	Seat Capacity	Enplanements	# of Flights	Seat Capacity	Enplanements
July	945	182,354	159,346	615	113,581	*73,811	65%	62%	46%
August	1,007	208,655	183,096	663	121,515	*96,666	66%	58%	53%
September	940	193,961	154,276	621	113,764	*73,013	66%	59%	47%
October	967	197,679	152,190	706	124,991	NA	73%	63%	
November	904	190,597	158,156	690	120,749	NA	76%	63%	

* Unaudited

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

November 1, 2023

Nauru Airlines

US DOT ruled on Nauru Airlines' application to conduct services to Guam on September 21, 2023, granting Nauru Airlines authority

- Operate scheduled flights for the transportation of persons, property, and mail between Nauru and Guam via intermediate points of Tarawa, Majuro and Pohnpei
- Operate charter flights of persons, property and mail between Nauru and US, and other charters subject to certain provisions in 14CFR, Part 212

Charter Inquiries

Our office has received official inquiries from Starlux Airlines, Asiana Airlines and Malaysia Airlines for winter-scheduled charters.

FINANCIAL UPDATES

FY 2022 Citizen-Centric Report

In accordance with Title 1, GCA Chapter 19 §1922(a), GIAA's FY2022 Citizen-Centric Report has been submitted to the Office of the Public Auditor, Speaker of the Legislature, and has been published and uploaded to our website as of October 23, 2023. GIAA has received certificates of excellence in CCR from the Association of Government Accountants, for its past FY 2020 and FY 2021 reports and is looking forward to a three-peat with this FY 2022 publication. A hard copy is provided here for reference.

REGULATORY UPDATES

FEDERAL AVIATION ADMINISTRATION (FAA)

FAA Part 139 Full Scale Emergency Exercise 2023

Planning meetings with island-wide first responders continue for the Triennial Full-Scale Emergency Exercise scheduled for **November 15, 2023**, under the leadership of our Air Terminal Manager, the ARFF Division, and the Airport Police Division. A public notice will be issued to media advising the public to anticipate a high level of activity for the duration of the exercise by all island first responders.

US CUSTOMS AND BORDER PROTECTION

COMMON USE TERMINAL EQUIPMENT OPERATORS (CUTE) BIOMETRIC AIR EXIT SYSTEM

Biometric equipment has been installed at the passenger gates and has been utilized by airlines, capturing biometric exit of all departing passengers since October 1, 2023. The biometric exit system, hosted by the Airline Common Use Terminal Equipment (CUTE) Club, strengthens identity verification throughout passenger processing. Activation of the biometric exit system makes Guam the first US airport in the region to implement technology in conformance to USCBP requirements.

TRANSPORTATION SECURITY ADMINISTRATION (TSA)

DHS/TSA AVIATION WORKERS SCREENING MANDATE

TSA has mandated screening of all aviation workers to mitigate potential threats to civil aviation by employees circumventing security policies. Effective September 25, 2023, all aviation workers will be screened for entry into secured areas. Separate vetting stations for employees at the TSA

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

November 1, 2023

screening area and entry into the AOA has been established and will be under the purview of Airport Police to meet this latest TSA mandate. Airport Police discussed the mandate and process with airlines and tenants at the AOC meeting held September 12, 2023 and provided written directive of the mandate.

INFRASTRUCTURE & TECHNOLOGY

GPA INTERRUPTIBLE LOAD PROGRAM (ILP)

GIAA continues to assist GPA in decreasing power demand during periods when power capacity is less than demand, by voluntarily going off the grid and operating on generator power.

AIRPORT CYBERSECURITY TRAINING

GIAA, in coordination with the Cybersecurity and Infrastructure Security Agency (CISA), the FAA Office of Information and Technology Services, and their cybersecurity training partners – Airports Council International (ACI) and the Idaho National Laboratory (INL) will be sponsoring an ACI-INL Airport Cybersecurity Training, tentatively scheduled for January 8 – 12, 2023. Training costs will be free for participants, and the CIS/FAA/ACI/INL will be sending invites to regional airports in the coming month. GIAA conference rooms will be the location of the training, as practical exercises around the terminal will be conducted to assess cybersecurity threats present in the operational systems in play, and training to mitigate/resolve these risks.

LEGISLATIVE ISSUES

GIAA Board of Directors Re-Appointment(s)

Vice Chairman Gurminder S. Sobti, has been reappointed to the GIAA Board by Governor Lou Leon Guerrero for a three-year term. Legislative hearing schedule is pending.

Director Jesse G. Garcia's legislative confirmation hearing was held September 8, 2023, and was confirmed at yesterday's legislative session.

PROCUREMENT

Invitation for Bid (IFB) No. GIAA-001-FY24

Grounds Maintenance Services - Secured Areas (Non-Moving)

Bid Announced:	10/25/2023
Pre-Bid Conference/Tour:	10/31/23 @ 9:30 am
Deadline for Receipt of Written Questions:	11/01/23 @ 5pm
Bid Submission Deadline:	11/13/23 @ 2pm

ANNOUNCEMENTS

- **The Women in Aviation International Guam Chapter (WAI)** will be holding a public event entitled "Wings in Paradise", on Saturday, November 4 at Aire Services from 2:00pm – 6:00pm. This open house event will feature aviation business vendor displays, food trucks, music, static displays and a light show.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

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- **GIAA met with military partners from Joint Region Marianas** on October 17 and 25 to plan logistics and operations of Cope North 2023 exercises. Led by the Air Terminal Manager, GIAA will be a support facility and staging site for the exercise, as it has successfully executed in the past few years.
- A **very successful joint United Airlines and GIAA Health and Safety Fair** was held on October 25, 2023 in the East Ticket Lobby, featuring 26 vendors highlighting safety, wellness, and health for all airport employees. Participation and engagement were high; and plans going forward is for this to become a signature annual joint event.

November 1, 2023

MEMORANDUM

To: Mr. Brian Bamba
Chairman
GIAA Board of Directors

From: Danielle E. Camacho 
Acting Comptroller

Subject: Operating Results – Revenues and Expenses as of September 30, 2023

Attached herewith is GIAA's Operating Results Report for the month ending September 30, 2023. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended September 30, 2023.

The key operating results for 12 month(s) of FY2023 ending September 30, 2023 – (in \$000's) are

CATEGORY	Actual FY23 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY23	
		Budget FY23 Y-T-D	Actual FY23 Y-T-D	% Variance Budget vs. Actual	Actual	% Variance Budget vs. Actual
				Y-T-D Current Month		
Total Signatory Revenues	\$ 1,982.3	\$ 32,210.0	\$ 23,195.9	-28.0%	\$ 23,195.9	-28.0%
Total Concession Revenues	\$ 872.2	\$ 17,632.7	\$ 9,684.9	-45.1%	\$ 9,684.9	-45.1%
Total PFC's	\$ 234.7	\$ 4,750.7	\$ 3,295.0	-30.6%	\$ 3,295.0	-30.6%
Total Other Revenues	\$ 1,270.8	\$ 15,187.6	\$ 15,015.7	-1.1%	\$ 15,015.7	-1.1%
Total Operating Revenues	\$ 4,359.9	\$ 69,781.1	\$ 51,191.5	-26.6%	\$ 51,191.5	-26.6%
Total Operating Expenses	\$ 3,820.3	\$ 50,691.6	\$ 44,328.2	-12.6%	\$ 44,328.2	-12.6%
Net Revenues from Operations	\$ 539.6	\$ 19,089.5	\$ 6,863.3	-64.0%	\$ 6,863.2	-64.0%
Non-Operating Expenses	\$ 636.4	\$ 800.0	\$ 1,963.4	145.4%	\$ 1,963.4	145.4%
Other Available Moneys/Other Sources of Funds	\$ 1,265.8	\$ 2,418.6	\$ 3,565.3	47.4%	\$ 3,565.3	47.4%
Net Debt Service Coverage	1.69	2.64	1.31	-50.3%	1.31	-50.3%

Page 2 – Operating Results as of September 30, 2023

Year-to-date Total Signatory Revenues for the month ending September 30, 2023 are below Budgeted revenues by **28.0%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **45.1%** below budget while Passenger Facility Charges are below the budget estimate by **30.6**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **1.1%**.

Year-to-date Total Operating Revenues actual of **\$51.2M** is **26.6%** below the budget estimate of **\$69.8M**.

Year-to-date Total Operating Expenses are below budget by **12.6%**. Components of this line item include a **13.3%** decrease in Personnel Service, a **8.5%** decrease in Contractual Services, a **29.3%** decrease in Materials & Supplies and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$6.9M** represents a **64.0%** decrease over the year-to-date budgeted amount of **\$19.1M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.31** 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
Airport Services Manager



GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of September 30, 2023

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual	Budget	Actual	%Var		Actual	Budget	Actual	%Var	Actual/Est	%Var
	FY2022	FY2023	FY2023	Bud Vs Act'l		FY2022	FY2023	FY2023	Bud Vs Act'l		
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	205.0	216.2	223.0	3.1%	2,594.5	2,249.8	2,594.5	2,662.5	2.6%	2,662.5	2.6%
Departure Fees	257.5	707.1	402.7	-43.0%	7,671.8	1,908.7	7,671.8	4,870.6	-36.5%	4,870.6	-36.5%
Arrival Fees	173.2	538.1	293.4	-45.5%	5,751.9	1,208.6	5,751.9	3,402.2	-40.9%	3,402.2	-40.9%
Immigration Inspection Fees	64.8	213.2	116.7	-45.3%	2,258.9	372.1	2,258.9	1,334.4	-40.9%	1,334.4	-40.9%
Common Use Ticket Counter Fees	30.8	70.3	0.0	-100.0%	741.4	140.3	741.4	203.4	-72.6%	203.4	-72.6%
Loading Bridge Use Fees	165.6	382.3	301.7	-21.1%	4,190.2	1,135.2	4,190.2	3,185.9	-24.0%	3,185.9	-24.0%
Apron Use Fees	231.3	102.2	80.4	-21.4%	1,137.6	1,773.1	1,137.6	2,399.0	110.9%	2,399.0	110.9%
Landing Fees	86.8	706.4	564.5	-20.1%	7,863.7	645.2	7,863.7	5,137.8	-34.7%	5,137.8	-34.7%
Total Signatory Revenue	1,214.9	2,935.9	1,982.3	-32.5%	32,210.0	9,433.1	32,210.0	23,195.9	-28.0%	23,195.9	-28.0%
Enplaned Signatory Pax	49,792	124,681	71,049	-43.0%	1,352,700	344,898	1,352,700	859,518	-36.5%	859,518	-36.5%
Cost per Enplaned Pax	\$24.40	\$23.55	\$27.90	18.5%	\$23.81	\$27.35	\$23.81	\$26.99	13.3%	\$26.99	13.3%
Revenues from Sources other than Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse	616.9	1,263.3	516.9	-59.1%	15,160.0	5,737.8	15,160.0	6,563.7	-56.7%	6,563.7	-56.7%
In-flight Catering	42.0	53.5	81.1	51.6%	601.1	393.3	601.1	682.7	13.6%	682.7	13.6%
Food & Beverage	49.5	68.0	68.0	0.0%	763.8	400.9	763.8	771.3	1.0%	771.3	1.0%
Rental Cars	92.6	55.9	163.7	192.8%	663.4	856.5	663.4	1,425.8	114.9%	1,425.8	114.9%
Other Concession Rev	23.0	39.6	42.4	7.2%	444.6	144.1	444.6	241.4	-45.7%	241.4	-45.7%
Total Concession Revenues	824.0	1,480.3	872.2	-41.1%	17,632.7	7,532.6	17,632.7	9,684.9	-45.1%	9,684.9	-45.1%
Passenger Facility Charges	121.6	437.9	234.7	-46.4%	4,750.7	1,452.6	4,750.7	3,295.0	-30.6%	3,295.0	-30.6%
Other Revenue	992.1	1,293.1	1,270.8	-1.7%	15,187.6	25,796.7	15,187.6	15,015.7	-1.1%	15,015.7	-1.1%
Total Operating Revenue	3,152.7	6,147.2	4,359.9	-29.1%	69,781.1	44,215.0	69,781.1	51,191.5	-26.6%	51,191.5	-26.6%
II. Operating Expenses:											
Personnel Services	1,777.3	1,887.3	1,691.1	-10.4%	24,534.5	20,853.8	24,534.5	21,282.4	-13.3%	21,282.4	-13.3%
Contractual Services	1,879.1	2,079.8	1,875.3	-9.8%	23,906.5	18,890.8	23,906.5	21,866.7	-8.5%	21,866.7	-8.5%
Materials & Supplies	312.0	77.9	254.0	226.1%	1,668.0	1,266.4	1,668.0	1,179.1	-29.3%	1,179.1	-29.3%
Equipment/Furnishings	36.1	10.4	0.0	-100.0%	582.5	36.1	582.5	0.0	-100.0%	0.0	-100.0%
Total Operating Expenses	4,004.5	4,055.3	3,820.3	-5.8%	50,691.6	41,047.0	50,691.6	44,328.2	-12.6%	44,328.2	-12.6%
Net income from Operations	-851.8	2,091.9	539.6	-74.2%	19,089.5	3,168.0	19,089.5	6,863.3	-64.0%	6,863.3	-64.0%

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of September 30, 2023

CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
Actual FY2022	Budget FY2023	Actual FY2023	%Var Bud Vs Act'l		Actual FY2022	Budget FY2023	Actual FY2023	%Var Bud Vs Act'l	Actual/Est	%Var

III. Other Revenues and Expenses

Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	68.2	66.7	636.4	854.5%	800.0	813.5	800.0	1,963.4	145.4%	1,963.4	145.4%
Add: Interest on Investments	97.4	51.5	48.1	-6.7%	618.3	756.0	618.3	1,063.7	72.0%	1,063.7	72.0%
Net Revenues	-822.6	2,076.7	-48.7	-102.3%	18,907.8	3,110.5	18,907.8	5,963.6	-68.5%	5,963.6	-68.5%
Add: Other sources of Funds (Federal Reimb)	37.4	33.3	1,097.6	3192.7%	400.0	8,160.0	400.0	1,546.7	286.7%	1,546.7	286.7%
Add: Other available moneys	168.2	168.2	168.2	0.0%	2,018.6	2,065.3	2,018.6	2,018.6	0.0%	2,018.6	0.0%
Net Revenues and Other Available Moneys	-617.0	2,278.3	1,217.1	-46.6%	21,326.3	13,335.7	21,326.3	9,528.9	-55.3%	9,528.9	-55.3%
Debt Service payments	672.9	672.9	722.0	7.3%	8,074.2	8,074.2	8,074.2	7,264.9	-10.0%	7,264.9	-10.0%
Debt Service Coverage	-0.92	3.39	1.69	-50.2%	2.64	1.65	2.64	1.31	-50.3%	1.31	-50.3%
Debt Service Requirement	1.25	1.25	1.25		1.25	1.25	1.25	1.25		1.25	

CALVO FISHER & JACOB LLP


259 MARTYR STREET
SUITE 100
HAGÅTÑA, GUAM 96910
P: 671.646.9355 F: 671.646.9403
WWW.CALVOFISHER.COM

writer's direct e-mail:
jdamian@calvofisher.com

RECOMMENDATION OF COUNSEL

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

CC: Mr. John M. Quinata
Executive Manager
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

FROM: Janalynn Cruz Damian 
CALVO FISHER & JACOB LLP

DATE: October 19, 2023

SUBJECT: **Executive Session**

Pursuant to 5 GCA § 8111(c)(1), I hereby recommend that the Board of Directors of GIAA conduct an Executive Session at the next scheduled Board meeting to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party.