

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Thursday, September 26, 2024, 2:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The September 26, 2024 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Brian Bamba at 3:03 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Gurvinder S. Sobti
Donald I. Weakley
Rosie R. Tainatongo
Doyon A. Morato
Jesse G. Garcia

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

Lucy M. Alcorn

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Dafne Mansapit Shimizu
Jean M. Arriola
Joseph Javellana
Ken McDonald

Executive Manager
Deputy Executive Manager
Comptroller
Airport Services Manager
Property Management Office
Properties & Facilities Superintendent

William Brennan
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

Chairman Bamba 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

At this time Chairman Bamba advised that item 9A will be tabled.

On motion duly made by Director Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously passed:

Resolution No. 24-64

The Board hereby tables item 9A, DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA §8111(c)).

On motion duly made by Chairman Bamba, seconded by Director Garcia, the following resolution was unanimously passed:

Resolution No. 24-65

The Board hereby approves the agenda of the September 26, 2024 regular meeting, subject to corrections.

3. APPROVAL OF MINUTES

- A. September 10, 2024 - Regular Meeting
- B. September 19, 2024 – Special Meeting

On motion duly made by Director Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously passed:

Resolution No. 24-66

The Board hereby approves the minutes of the September 10, 2024 regular meeting, and the September 19, 2024 special meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

- A. Approval of Award for GIAA Apron East Operations Area - Phase II – IFB No. GIAA-C06-FY24

The first item requiring Board action was the approval of the award for Invitation for Bid (“IFB”) No. GIAA-C06-FY24 for the GIAA East Apron Operations Area Restoration – Phase II. Deputy Executive Manager Hernandez provided background information to the Board on the referenced IFB. Twenty-one (21) firms and/or individuals downloaded the IFB package and four (4) firms submitted a bid prior to the bid submission deadline. The bids were opened publicly and read aloud by the Supply Management Administrator and recorded by a member of the Procurement staff. The result of the submitted bids are as follows in the order that they were received and opened:

Bidder	Total Bid Amount
Pacific Federal Management, Inc.	\$2,869,407.14
SE Construction Corporation	\$1,332,650.00
Cabras Marine Corporation	\$1,944,078.72
Polyphase System, Inc.	\$1,136,830.00

All bids received were determined to be responsive and all bidders have met the standards of responsibility as set forth in the Guam Procurement Law and Regulations. The government estimate for this project was \$1,704,453.82 (“government estimate”).

Upon Board approval, award will be processed through the issuance of a contract in conformance with the Guam Procurement Law and Regulations, subject to legal review. The Project is funded through Capital Improvement Plan funds.

Management recommends award of the GIAA Apron East Operations Area Restoration – Phase II in the amount of \$1,332,650.00 to SE Construction Corporation, who is the lowest bidder that has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations.

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

Resolution No. 24-67

The Board hereby approves the contract award for GIAA East Apron Operations Area Restoration – Phase II under IFB No. GIAA-C06-FY24 to SE Construction Corporation, in the amount of \$1,332,650.00, subject to review by legal counsel.

6. NEW BUSINESS

A. Ratification of FAA Grant Agreement No. 3-66-0001-124-2024 – Rehabilitate Apron

The next item discussed by the Board was FAA Grant Agreement No. 3-66-0001-124-2024 – Rehabilitate Apron. Mr. Frank Santos presented the FAA Grant Agreement for ratification by the Board. The grant is in the amount of \$10,606,951.00, and is a 90% FAA, 10% GIAA share. Airports share to be appropriated is \$1,178,550.00.

*Legal Counsel, William Brennan announced that the live stream was interrupted at 3:18 pm., and confirmed that the Airport was experiencing technical difficulties with the internet. The livestream was restored at 3:22 p.m. Airport staff made efforts to contact anyone that was in

attendance via the live stream. Legal Counsel confirmed that no business was conducted while off-line and the Board allowed time for the public to rejoin via livestream before continuing with the meeting. Discussion began with Mr. Frank Santos summarizing what was discussed on item 6A before the livestream was interrupted.

Vice Chairman Sobti inquired on the availability of GIAA's share. Mr. Santos advised that Management has worked with the Comptroller to ensure that the funds are available, and after working with the FAA, the 10% share would be required toward the end of the project.

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

Resolution No. 24-68

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-124-2024, Rehabilitate Apron.

- A.** Ratification of FAA Grant Agreement No. 3-66-0001-125-2024 – Rehabilitate Terminal Building – Construction – Phase 1 (Roof Replacement w/Solar Module Racking)

The next item discussed by the Board was FAA Grant Agreement No. 3-66-0001-125-2024 – Rehabilitate Terminal Building – Construction – Phase 1 (Roof Replacement w/Solar Module Racking). Mr. Frank Santos presented the FAA Grant Agreement for ratification by the Board. The grant falls under the Bipartisan Infrastructure Law, in the amount of \$21,400,000.00, and is a 95% FAA, 5% GIAA share. GIAA's share is \$1,126,315.79. Phase II portion, consisting solely of Solar Panels is anticipated for 2025, and has been allocated by the FAA. Management is requesting that the Board ratify the Executive Managers acceptance and execution of the referenced grant.

After further discussion, on motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously approved via roll call vote:

Resolution No. 24-69

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No3-66-0001-125-2024, Rehabilitate Terminal Building – Construction – Phase 1 (Roof Replacement w/Solar Module Racking).

- A.** Approval of FY25 Insurance Renewal Program

The next item requiring Board action was the FY25 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 seven (7) policies: Property Insurance including Catastrophe; Airport

Operators Liability; Directors & Officers Liability; Workman's Compensation; Automobile Insurance; Crime Insurance; and Cyber Liability.

The Deputy Executive Manager announced that GIAA's Insurance Consultant Ms. Cheryl McDowell of Bolton Company was via Zoom and AM Insurance ("AM") representative, Ms. Ann Marie Muna and Tricia Granilo, and. 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 provided brief background on the annual program. Nine (9) different markets were encouraged to quote, eight (8) local carriers, and one (1) international carrier. Five (5) carriers did not meet the financial rating, and one (1) carrier met the financial requirements but declined to provide a quote, leaving three (3) carriers providing quotes for select items. Ms. Muna went on to present updates and announced the insurance quotes for FY2025 as follows:

Policy	Firm with Lowest Offered Premium	Amount
Property	Calvo's	\$1,536,639.00
Airport Operators Liability	Calvo's	\$263,160.00
Directors & Officers Liability	Calvo's	\$178,500.00
Workman's Compensation	Moylan's	\$231,194.32 (2 of 3-Year Term)
Automobile Insurance	Moylan's	\$51,699.64 (3-Year Term)
Crime Insurance	Moylan's	\$6,352.00 (1-Year Term)
Cyber Liability	Harman Kemp	\$72,000.00
TOTAL:		\$2,339,544.96

The appended schedule illustrates the recommended program for FY2025. Management recommends the Board adopt the FY2025 insurance program as appended. The total premium costs for all coverage including Catastrophic perils for FY2025 is \$2,272,605.94. This represents an increase in premium of \$73,369.67 per annum compared to FY2024 premium cost of \$2,199,236.27.

The total premium costs for all coverage including Cyber Liability and Catastrophic perils for FY2025 is \$2,339,544.96. This represents an increase in premium of \$145,369.67 per annum compared to FY2024 premium cost of \$2,199,236.27. The insurance premium costs are budgeted under Property Management Division (PMO) budget for FY2025.

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

Resolution No. 24-70

The Board hereby adopts the FY2025 Insurance Program as presented by Management, up to the amount \$2,339,544.96, subject to further negotiations with carriers.

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 the Executive Manager Quinata. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

8. REPORT OF THE COMPTROLLER

Ms. Dafne Mansapit Shimizu, Comptroller reported on the revenues and expenses of the Authority for the month ending **August 31, 2024**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **20.4%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **8.5%** below budget while Passenger Facility Charges are below the budget estimate by **20.8%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **7.1 %**. Year-to-date Total Operating Revenues actual of **\$59.4M** is **12.4%** below the budget estimate of **\$67.8M**. Year-to-date Total Operating Expenses are below budget by **13.0%**. Components of this line item include Personnel Service, Contractual Services, and Materials & Supplies which came in below budget by **8.8%**, **13.8%**, and **48.8%**, respectively. The actual year-to-date Net Revenues from Operations of **\$15.4M** is **10.4%** below the year-to-date budgeted amount of **\$17.1M**. Finally, our year-to-date results for Debt Service Coverage is at **1.48** versus the requirement of **1.25**.

9. EXECUTIVE SESSION

Upon written recommendation of Counsel, on motion duly made by Vice Chairman Sobti, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:23 p.m.

All Board members present in the conference room. Regular Session began at 4:52 p.m.

Legal Counsel, William Brennan at this time announced that no Executive Session was held, due to a miscommunication with the assigned Court Reporter. No business was conducted during the recess.

10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

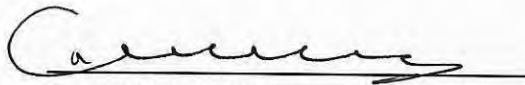
Motion to adjourn duly made by Vice Chairman Sobti, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 4:36 p.m.

Dated this 18th, day of October, 2024.



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., Thursday, September 26, 2024

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 – September 19, 2024

Notice to Media – September 19, 2024

Second Notice:

The Guam Daily Post – September 24, 2024

Notice to Media – September 24, 2024

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. September 10, 2024 Regular Meeting
 - B. September 19, 2024 Special Meeting
4. Correspondence - None
5. Old Business – None
 - A. Approval of Award for GIAA Apron East Operations Area
- Phase II – IFB No. GIAA-C06-FY24
6. New Business
 - A. Ratification of FAA Grant Agreement No. 3-66-0001-124-2024
– Rehabilitate Apron
 - B. Ratification of FAA Grant Agreement No. 3-66-0001-125-2024
– Rehabilitate Terminal Building – Construction – Phase 1
(Roof Replacement w/Solar Module Racking)
 - C. Approval of FY25 Insurance Renewal Program
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)).
 - B. Civil Service Commission Case No. 20-AA05T, in the Matter of P. Kim.
10. Public Comments
11. Adjournment

BOARD OF DIRECTORS SPECIAL MEETING
3:00 p.m., Thursday, September 26, 2024
GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET

PRINT NAME	COMPANY/AGENCY	CONTACT NO./EMAIL
1. Dafne Shimizu	GIAA	(671) 442-4468
2. AnnMarie Muen	AM INS	671-687-6001
3. Susan Muen	AM INS	1c
4. TRICIA R. GRANILLO	AM INS	687 3575
5. TRICIA ORUM	GIAA	6460300
6. JENIFER MENDO	GIAA	*646-0300
7. KATHARINA PRYSON	GIAA	646-0300
8. Ken McDonald	GIAA	642-4480
9. Jonah Benavente	POST Guam	998-0474
10. AUDIE AFTERO	GIAA	642-4433
11. AUSTIN GRANT	GIAA	
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

JON A. VISOSKY, Esq.
ROBERTS FOWLER & VISOSKY LLP
 865 South Marine Corps Drive, Suite 201
 Tamuning, Guam 96913
 Tel.: (671) 646-1222
 Fax: (671) 646-1223
visosky@guamlawoffice.com
nericsson@guamlawoffice.com
 Attorneys for Petitioner
 Norma Zahnen Iriarte-Fejeran

IN THE SUPERIOR COURT OF GUAM
Estate of MaryAnn Zahnen Iriarte,
aka Mary A. Iriarte aka Maryann Z. Iriarte,
Decedent.

PROBATE CASE NO. PR0126-24

Notice of Hearing on Petition for Letters of Administration with the Will Annexed

Petitioner Norma Zahnen Iriarte-Fejeran has filed a petition praying for letters of administration in the Estate of MaryAnn Zahnen Iriarte, Decedent. A hearing on the petition is set for October 01, 2024, at 11:00 a.m., before the Honorable Hon. Arthur R. Barchinas, Judge Superior Court of Guam, Hagåtña, Guam. All persons interested should contact the court or counsel for the administrator about how to appear at the hearing, whether by zoom, teleconference or otherwise, and show cause, if any, why the petition should not be granted.

Date: August 15, 2024

ZOOM INFO:

Meeting ID: 752 425 5848

Passcode: JARB

JANICE M. CAMACHO-PEREZ
 Clerk of the Court, Superior Court of Guam
 By: **/s/ Yvonne L. Cruz**
 Deputy Clerk

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 Website: www.portguam.com



Loures A. Leon Guerrero
 Governor of Guam
 Joshua F. Tenorio
 Lieutenant Governor

The Port Authority of Guam Board of Directors will hold its regular meeting on
Thursday, September 26, 2024 at 3:00 p.m.

Meeting will be held virtually. To view, visit: <http://www.portguam.com/live> or <https://www.facebook.com/portauthorityofguam/>.

Agenda: I. Call to Order; II. Approval of Minutes August 30, 2024; III. Public Comments; IV. General Managers Report; V. Old Business; VI. New Business: 1. Resolution No. 2024-11 Relative to honoring the life and service of Port Authority of Guam employee Reed K. Topasna and extending our heartfelt deep sympathy and condolences to the bereaved family members; 2. Resolution No. 2024-12 Relative to authorizing the General Manager to administer the disposal of Port Authority excess supplies and surplus equipment in compliance with 5 GCA, Chapter 5, Section 5404; 3. Resolution No. 2024-13 Relative to authorizing the General Manager to issue a request for procurement solicitation for a Public-Private Partnership for the management, operation and maintenance of the Golf Pier, F1 Fuel Pier, and Area A Fuel Tank; 4. Resolution No. 2024-14 Relative to holding in abeyance the merger of Operations and Equipment Maintenance divisions, the amendment of the Operations and Equipment Maintenance Manager and address the impact of the realignment on the organizational structure; VII. Adjournment

For any assistance/access or individuals with disabilities who may need special accommodations, please call 671-477-5931, ext. 201/202 or mduenas@portofguam.com.

This ad paid for by PAG

LAW OFFICES

CUNLIFFE & COOK
 210 Archbishop Flores Street, Ste. 200
 Hagåtña, GU 96910-5189
 Telephone: (671) 472-1824
 Telefax: (671) 472-2422

IN THE SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE

OF

SOPHIA UNTALAN FLEMING,
 Decedent.

Probate Case No. PR0052-23

SIXTH NOTICE OF HEARING

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

1. NOTICE IS HEREBY GIVEN that Mary Ann U. Quigley has filed a Petition for Probate of Will and for Letters of Administration with Copy of Will Annexed.

2. A hearing on the petition will be heard on Thursday, September 26, 2024, at 9:00 a.m.

3. To attend or to participate in the hearing, you may appear in person at the Guam Judicial Center, appear remotely at <https://guamcourts-org.zoom.us> and enter Meeting ID: 864 4387 2213 and Passcode: JEMI; or call into the courtroom at 671-300-6703 at the designated hearing time. For connectivity issues, you may contact Jannette Samson at (671) 475-0141 or email jsamson@guamcourts.gov.

Dated: 04 SEPT, 2024

JANICE M. CAMACHO-PEREZ
 Clerk of Court, Superior Court of Guam
 By: **/s/ Alice B. Mendoza**
 Courtroom/Chamber Clerk

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BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 26, 2024 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>

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. September 10, 2024 Regular Meeting
 - B. September 19, 2024 Special Meeting
4. Correspondence - None
5. Old Business
 - A. Approval of Award for GIAA Apron East Operations Area - Phase II - IFB No. GIAA-C06-FY24
6. New Business
 - A. Ratification of FAA Grant Agreement No. 3-66-0001-124-2024 - Rehabilitate Apron
 - B. Ratification of FAA Grant Agreement No. 3-66-0001-125-2024 - Rehabilitate Terminal Building-Construction Phase I (Roof Replacement w/Solar Module Racking)
 - C. Approval of FY25 Insurance Renewal Program
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 not be a party (5GCA §8111(c))
 - B. Civil Service Commission Case No. 20-AA05T, in the Matter of P. Kim
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.

WILLIAM L. GAVRAS, ESQ.
 LAW OFFICES OF WILLIAM L. GAVRAS
 A Professional Corporation
 101 Salisbury Street,
 Dededo, Guam 96929
 Telephone: 632-4357
 Email: williamgavras@yahoo.com

Attorney for the Petitioner/Administratrix
TERESITA B. SANTOS
 As to the Estate of GERARDO BAUTISTA
 aka GERARDO R. BAUTISTA

IN THE SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE

OF

GERARDO BAUTISTA aka
GERARDO R. BAUTISTA,

Deceased.

BY

TERESITA B. SANTOS,
 Petitioner.

PROBATE CASE NO. PR0111-21

AMENDED NOTICE OF RENDERING ACCOUNTING FOR FINAL SETTLEMENT AND PETITION FOR FINAL DISTRIBUTION

NOTICE IS HEREBY GIVEN that TERESITA B. SANTOS, Administratrix of the Estate of GERARDO BAUTISTA aka GERARDO R. BAUTISTA, has rendered and presented her Amended petition for a final settlement of the Estate, and filed in said court, her account of such administration, together with the Amended Petition for Distribution of said Estate, and that the 1 day of October, 2024 at 9:00 a.m. of said day in the courtroom of the Honorable John C. Terlaje, Judge, Superior Court of Guam, Hagåtña, Guam, has been set for hearing of said Amended Petition and all persons interested are hereby notified to appear at the time and place set for said hearing and show cause if any they have why the Amended Petition should not be granted.

Reference is hereby made to the said petition for further particulars.

Date: AUGUST 28, 2024

JANICE M. CAMACHO-PEREZ, ESQ.
 Clerk of Court, Superior Court of Guam
 By: **/s/ Anna M. Taves**
 Courtroom/Chamber Clerk

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NOTICE OF MEETING

IN-PERSON MEETING AT 9:00 A.M. ON THURSDAY, SEPTEMBER 26, 2024.

The public can access a live stream of this meeting on the CSC website at: csc.guam.gov or via zoom at:

<https://us06web.zoom.us/j/86573695628?pwd=HqJtabBifneMw5FAK7BV0qjjeC4SY.1>

(Meeting ID: 865 7369 5628)

(Passcode: 927869)

AGENDA:

- CALL TO ORDER.
- APPROVAL OF MINUTES: May 02, 2024 and May 09, 2024.
- NEW BUSINESS:
 - (1) POST AUDIT INVESTIGATION HEARING. Piola A. Fernandez vs. Department of Education (DOE); CSC Case No.: 24-PA06.
 - (2) POST AUDIT INVESTIGATION HEARING. Dennis L. Mendiola et. al. vs. Guam Solid Waste Authority (GSWA); CSC Case No.: 24-PA02.
 - (3) SIGNING: JUDGMENT OF DISMISSAL. Monique A. San Nicolas vs. Department of Education (DOE); CSC Case No.: 24-PA05.
- OLD BUSINESS:
 - (1) SIGNING: ORDER AFTER HEARING. Tommy Arceo vs. Department of Public Works (DPW); CSC Case No.: 23-GRE06.
 - (2) SIGNING: DECISION AND JUDGMENT. Tommy Arceo vs. Department of Public Works (DPW); CSC Case No.: 23-GRE06.
- MOTION HEARING. Joseph Sakisat vs. Department of Correction (DOC); CSC Case No.: 21-AA21T.
- MOTION HEARING. Leo Rustum S. Espia vs. Guam Homeland Security (GHS); CSC Case No.: 22-AA06T.
- GENERAL BUSINESS:
 - (1) Bills and Laws affecting CSC: None.
 - (2) Administrative Counsel Litigation Update
 - (3) Administrative Matters:
 - (a) CSC Resolution No.: 2024-003; Relative to Commending Robert C. Taitano for his Service, Dedication, and Commitment to the Guam Civil Service Commission.
 - (b) Board Training: Civil Service Commission Board Members.
- ADJOURNMENT.

For special accommodations, please contact Maria P. Masnayan, CSC ADA Coordinator at (671) 647-1872 / (671) 647-1855.

/s/ Daniel D. Leon Guerrero, Executive Director
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 Director (Discretion)
 ELIZABETH T. FISHER
 Deputy Director (Signature Discretion)

DEPARTMENT OF ADMINISTRATION

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GENERAL SERVICES AGENCY DIVISION

(Aghension Setebision Hinirad)

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LOURDES A. LEON GUERRERO
 Governor (Maga Huga)
 JOSHUA E. TENORIO
 Lt. Governor (Sigunda Maga Huga)

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Department of Public Health & Social Services

A non-refundable fee of \$10.00 per bid package will be assessed.
 Certified Check, Cashier's Check, Cash will be accepted. No personal or Company Check.
 Payment for bid package picked up after 3:00pm will not be accepted.

INVITATION FOR BID

BID NO.: GSA-035-24

FOR: Sedan, Mini Vans, and Trucks (Latest Model)

OPENING DATE: 10/15/2024 Time: 10:00AM

LOCATION TO SUBMIT: General Services Agency, ITC Building Tamuning, Guam

The General Services Agency is issuing this Invitation for Bid for Sedan, Mini Vans, and Trucks (Latest Model). A pdf copy is available to download at www.gsa.doa.guam.gov, or a hard copy can be obtained at the General Services Agency located at 2nd floor ITC Bldg. Rm. 230, Tamuning, Guam 96931 from 8:00am - 5:00pm, Monday through Friday, beginning Tuesday, September 24, 2024 through Tuesday, October 15, 2024.

Bidders must register their current contact information with GSA to ensure they receive any notices regarding changes or updates to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

/S/ ANDRIANA QUITUGUA
 Acting Chief Procurement Officer



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BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 26, 2024 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>

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. September 10, 2024 Regular Meeting
 - B. September 19, 2024 Special Meeting
4. Correspondence - None
5. Old Business
 - A. Approval of Award for GIAA Apron East Operations Area - Phase II - IFB No. GIAA-C06-FY24
6. New Business
 - A. Ratification of FAA Grant Agreement No. 3-66-0001-124-2024 - Rehabilitate Apron
 - B. Ratification of FAA Grant Agreement No. 3-66-0001-125-2024 - Rehabilitate Terminal Building-Construction Phase I (Roof Replacement w/Solar Module Racking)
 - C. Approval of FY25 Insurance Renewal Program
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 not be a party (5GCA §8111(c))
 - B. Civil Service Commission Case No. 20-AA05T, in the Matter of P. Kim
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.

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THE GUAM DAILY **POST**



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Tuesday, September 10, 2024, 2:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The September 10, 2024 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam (“GIAA” or the “Authority”) was called to order by Chairman Brian Bamba at 2:04 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Gurvinder S. Sobti
Rosie R. Tainatongo
Doyon A. Morato
Jesse G. Garcia

Offices or positions:

Chairman
Vice Chairman

Directors Absent:

Donald I. Weakley (Excused)
Lucy M. Alcorn

Board Secretary

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Dafne Mansapit Shimizu
Jean M. Arriola
Raymond T. Q. Quintanilla, A.C.E.
Joseph Javellana
Rolenda Faasuamalie
Audie Artero
Ken McDonald
Kathrina Bayson

Executive Manager
Deputy Executive Manager
Comptroller
Airport Services Manager
Superintendent of Operations
Property Management Office
Airport Marketing Administrator
Engineering Supervisor
Properties & Facilities Superintendent
Supply Management Administrator

William Brennan
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

Chairman Bamba 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

At this time Chairman Bamba suggested that the agenda be amended to table items 6A and 6C.

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

Resolution No. 24-59

The Board hereby amends the agenda of the September 10, 2024 regular meeting, to table item 6A and 6C.

3. APPROVAL OF MINUTES

- A. July 9, 2024 - Regular Meeting
- B. August 16, 2024 – Special Meeting

On motion duly made by Vice Chairman Sobti, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 24-60

The Board hereby approves the minutes of the July 9, 2024 regular meeting, and the August 16, 2024 special 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. Approval of Award for GIAA Apron East Operations Area - Phase II – IFB No. GIAA-C06-FY24 – *TABLED*
- B. Approval of Award for Management and Infrastructure Support Services for GIAA's Baggage Conveyance Systems – RFP No. RFP-005-FY24

Deputy Executive Manager Hernandez announced that Board action is requested to approve the ranking results and conditional award for Request for Proposals (RFP) No. RFP-005-FY24, for the Management and Infrastructure Support Services for GIAA's Baggage Conveyance Systems. 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.

A total of twelve (12) firms and/or individuals downloaded the RFP package, and two (2) firms submitted a proposal before the submission deadline. The proposals were reviewed to determine

responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. Both offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations. 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 B met the standards of responsibility and responsiveness 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.

The Management and Infrastructure Support Services for GIAA's Baggage Conveyance Systems will be funded under the Properties & Facilities O & M budget. The term of the agreement is for a period of three (3) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Managements recommendation is that the Board approve the ranking results and the contract award to Offeror B for the Management and Infrastructure Support Services for GIAA's Baggage Conveyance Systems subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.

After further discussion, on motion duly made by Director Tainatongo, seconded by Vice Chairman Sobti, the following resolution was unanimously passed:

Resolution No. 24-61

The Board hereby approves the ranking results as presented and the conditional contract award to Offeror 'B' as presented, for Management and Infrastructure Support Services for GIAA's Baggage Conveyance Systems – RFP No. RFP-005-FY24, subject to negotiation of fair and reasonable fees, and review by legal counsel.

Deputy Executive Manager Hernandez announced that Offeror 'B' is JMI Edison.

- C.** Proposed Concession Enplanement Fee – *TABLED*
- D.** Approval of Legal Services Invoices No. 81838-81840

The next item discussed was invoices from Calvo Jacob & Pangelinan, LLP (CJP) relative to legal services fees incurred in June 2024. Deputy Executive Manager Hernandez advised the Board that the referenced legal services invoices total an amount of \$23,312.34.00. Due to the referenced services exceeding CJP's monthly cap of \$10,000.00, Board action is required to authorize the additional amount above the cap; \$13,312.34.00.

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

Resolution No. 24-62

The Board hereby authorizes the Authority to issue payment to Calvo Jacob & Pangelinan, LLP for legal fees incurred in June 2024 pertaining to Legislative Issues (Invoice No. 81838), DFS Guam L.P. Government Claim (Invoice No. 81839) and DFS Guam L.P. Arbitration Claim (Invoice No. 81840), that exceed the monthly cap of \$10,000.00 in the amount of \$13,312.34.00, invoices totaling the amount of \$23,312.34.00.

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 the Executive Manager Quinata. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

8. REPORT OF THE COMPTROLLER

Ms. Dafne Mansapit Shimizu, Comptroller reported on the revenues and expenses of the Authority for the month ending **July 31, 2024**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **19.9%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **8.3%** below budget while Passenger Facility Charges are below the budget estimate by **20.6%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **8.1 %**. Year-to-date Total Operating Revenues actual of **\$54.0M** is **11.9%** below the budget estimate of **\$61.3M**. Year-to-date Total Operating Expenses are below budget by **15.4%**. Components of this line item include Personnel Service, Contractual Services, and Materials & Supplies which came in below budget by **9.7%, 16.5%, and 58.5%**, respectively. The actual year-to-date Net Revenues from Operations of **\$14.5M** is **0.5%** below the year-to-date budgeted amount of **\$14.6M**. Year-to-date results for Debt Service Coverage is at **1.56** versus the requirement of **1.25**.

9. EXECUTIVE SESSION

Executive Manager Quinata advised there was no Executive Session.

10. PUBLIC COMMENTS

There were no Public Comments

11. ADJOURNMENT

Motion to adjourn duly made by Vice Chairman Sobti, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 2:31 p.m.

Dated this _____, day of _____, 2024.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Thursday, September 19, 2024, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The September 19, 2024 special 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 Vice Chairman Gurvinder Sobti at 3:19 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Gurvinder S. Sobti
Lucy M. Alcorn
Doyon A. Morato
Rosie R. Tainatongo

Offices or positions:

Vice Chairman

Directors Absent:

Brian J. Bamba (Excused)
Donald I. Weakley (Excused)
Jesse G. Garcia (Excused)

Chairman
Board Secretary

GIAA Officials:

John M. Quinata
Juan S.A. Reyes, A.C.E.
Vince Naputi
Rolenda Faasuamalie
Audie Artero
Ken McDonald

Executive Manager
Air Terminal Manager
Airport Police, Chief
Airport Marketing Administrator
Engineering Supervisor
Superintendent of Properties & Facilities

Eduardo Calvo
Genevieve Rapadas

Calvo Jacob & Pangelinan, GIAA Legal Counsel
Calvo Jacob & Pangelinan, GIAA Legal Counsel

Vice 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 Director Tainatongo, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 24-64

The Board hereby approves the agenda of the September 19, 2024 special meeting, as presented.

3. EXECUTIVE SESSION

Upon written recommendation of Counsel, on motion duly made by Director Morato, seconded by Director Alcorn, and unanimously approved, the Board recessed to convene into Executive Session at 3:20 p.m.

A. DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA § 8111(c))

The Board convened into Executive Session at 3:29 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA § 8111(c)). Attending Executive Session were Directors Sobti, Alcorn, Morato, Tainatongo, Executive Manager Quinata, and Legal Counsel, Eduardo Calvo and Genevieve Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 3:45 p.m.

Based on discussion during Executive Session, there was an item requiring Board approval.

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

Resolution No. 24-63

BE IT RESOLVED, by the Board of Directors of the Antonio B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The Board hereby authorizes the Authority, represented by the Vice-Chairman of this Board and the Executive Manager and members of the Authority Board, staff and Authority consultants designated in writing by the Vice-Chairman or Executive Manager (the Vice-Chairman, Executive Manager, and designated directors, staff and consultants, whether acting individually or collectively, are referred to herein as “Authorized Officers”), in consultation with legal counsel, to engage in settlement discussions with DFS Guam L.P. (“DFS”) and Lotte Duty Free Guam, LLC to attempt to resolve and fully settle all disputes between the Authority and DFS currently in litigation, to include related litigation between DFS and Lotte Duty Free Guam, LLC (“DFS-related litigation”).

Section 2. Any proposed settlement of the DFS-related litigation shall be subject to Board approval.

Section 3. The Authorized Officers are authorized to do all things necessary and proper to implement this resolution.

Section 4. This resolution shall take effect from and after its adoption.

4. ADJOURNMENT

Motion to adjourn duly made by Vice Chairman Sobti, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 3:48 p.m.

Dated this _____, day of _____, 2024.

Attest:

Gurvinder Sobti
Vice Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary



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

EXECUTIVE SUMMARY

INVITATION FOR BID

IFB NO. GIAA-C06-FY24

Project No. GIAA-FY24-01-1

GIAA APRON EAST OPERATIONS AREA RESTORATION – PHASE II

September 26, 2024

Purpose

Board action is requested to approve the award for Invitation for Bid (“IFB”) No. GIAA-C06-FY24 for the GIAA East Apron Operations Area Restoration – Phase II.

Background

The IFB is for Phase II of the Restoration of the GIAA Apron East Operations Area (the “Project”) in the Main Terminal Building at the A.B. Won Pat International Airport Authority, Guam (“GIAA”) inclusive of construction services for the replacement and rehabilitation of the existing HVAC systems. The Project includes the replacement of the Variable Air-Volume Valve (“VAV”) boxes, insulation of air-conditioning duct systems, recalibration of Variable Frequency Drive (“VFD”), installation of new power supply panel and Direct Digital Drive (“DDC”) panel and repair of existing damaged building seismic joint. The replacement and rehabilitation of the HVAC system located in the Main Terminal Building would provide proper and efficient air distribution while eliminating any condensation leaks as a result of damages sustained from Typhoon Mawar.

Procurement Background

The IFB was publicly announced in a local newspaper on June 19 and 25, and July 5 and 12, 2024. The bid submission deadline was extended to July 25, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Twenty-one (21) firms and/or individuals downloaded the IFB package and four (4) firms submitted a bid prior to the bid submission deadline. The bids were opened publicly and read aloud by the Supply Management Administrator and recorded by a member of the Procurement staff.

The result of the submitted bids are as follows in the order that they were received and opened:

Bidder	Total Bid Amount
Pacific Federal Management, Inc.	\$2,869,407.14
SE Construction Corporation	\$1,332,650.00
Cabras Marine Corporation	\$1,944,078.72
Polyphase System, Inc.	\$1,136,830.00

Evaluation and Recommendation

GIAA Apron East Operations Area Restoration – Phase II

IFB No. GIAA-C06-FY24, Project No. GIAA-FY24-01-1

Page 2 of 2

Bid Analysis and Evaluation:

Pursuant to Section 12 of the Instructions to Bidders of the IFB, the contract will be awarded, if it is to be awarded, as soon as possible to the responsive and responsible bidder with the lowest Total Bid Price within the available funding for the project, and provided the bid is reasonable and is in the best interest of GIAA to accept. To determine the responsiveness of bidders, the bid package specified the required documents that bidders must submit with their bid. The abstract illustrates the list of required documents and each bidder's submittal (*see Attachment 1*). The government estimate for this project was \$1,704,453.82 ("government estimate").

Pacific Federal Management, Inc.: The bidder submitted a total bid price of \$2,869,407.14 or 68.35% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB, including a copy of its Contractor's License(s). The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

SE Construction Corporation: The bidder submitted a total bid price of \$1,332,650.00 or 21.81% below the government estimate. Upon GIAA's request and pursuant to 2GAR §3109(m)(3), bidder confirmed that the bid price provided is true and correct (*See Attachment 2*). The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB, including a copy of its Contractor's License(s). The bid was found to be responsive and the bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Cabras Marine Corporation: The bidder submitted a total bid price of \$1,944,078.72 or 14.06% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB, including a copy of its Contractor's License(s). The bid was found to be responsive and the bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Polyphase System, Inc.: The bidder submitted a total bid price of \$1,136,830.00 or 33.30% below the government estimate. However, upon GIAA's request to confirm bid price pursuant to 2GAR §3109(m)(3), bidder identified an inadvertent mistake in its total bid price and requested to formally withdraw its bid. GIAA determined the bidder was able to clearly and convincingly demonstrate that a mistake was made and allowed the bidder to withdraw its bid. The Executive Manager's written determination is part of the procurement record.

Legal Review

Upon Board approval, award will be processed through the issuance of a contract in conformance with the Guam Procurement Law and Regulations, subject to legal review.

Financial Review

The Project is funded through Capital Improvement Plan funds.

Recommendation

Management recommends award of the GIAA Apron East Operations Area Restoration – Phase II in the amount of **\$1,332,650.00** to **SE Construction Corporation**, who is the lowest bidder that has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations.

September 25, 2024

MEMORANDUM

TO: John M. Quinata
Executive Manager

FROM: Kathrina Bayson, **Supply Management Administrator**
Audie Artero, **Engineer Supervisor**

SUBJECT: Bid Evaluation and Recommendation – Invitation For Bid (“IFB”)
GIAA Apron East Operations Area Restoration – Phase II
IFB No. GIAA-C06-FY24, Project No. GIAA-FY24-01-1

Project Background:

The IFB is for the Phase II Restoration of the Apron East Operations Area (the “Project”) in the Main Terminal Building at the A.B. Won Pat International Airport Authority, Guam (“GIAA”) inclusive of construction services for the replacement and rehabilitation of the existing HVAC systems. The Project includes the replacement of the Variable Air-Volume Valve (“VAV”) boxes, insulation of air-conditioning duct systems, recalibration of Variable Frequency Drive (“VFD”), installation of new power supply panel and Direct Digital Drive (“DDC”) panel and, repair of existing damaged building seismic joint. The replacement and rehabilitation of the HVAC system located in the Main Terminal Building would provide proper and efficient air distribution while eliminating any condensation leaks as a result of damages sustained from Typhoon Mawar.

Procurement Background:

The IFB was publicly announced in a local newspaper on June 19 and 25, and July 5 and 12, 2024. The bid submission deadline was extended to July 26, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Twenty-one (21) firms and/or individuals downloaded the IFB package and four (4) firms submitted a bid prior to the bid submission deadline. The bids were opened publicly and read aloud by the Buyer Supervisor I and recorded by a member of the Procurement staff.

The result of the submitted bids are as follows in the order that they were received and opened:

Bidder	Total Bid Amount
Pacific Federal Management, Inc.	\$2,869,407.14
SE Construction Corporation	\$1,332,650.00
Cabras Marine Corporation	\$1,944,078.72
Polyphase System, Inc.	\$1,136,830.00

Bid Analysis and Evaluation:

Pursuant to Section 12 of the Instructions to Bidders of the IFB, the contract will be awarded, if it is to be awarded, as soon as possible to the responsive and responsible bidder with the lowest Total Bid Price within the available

Evaluation and Recommendation

GIAA Apron East Operations Area Restoration – Phase II

IFB No. GIAA-C06-FY24, Project No. GIAA-FY24-01-1

Page 2 of 2

funding for the project, and provided the bid is reasonable and is in the best interest of GIAA to accept. To determine the responsiveness of bidders, the bid package specified the required documents that bidders must submit with their bid. The abstract illustrates the list of required documents and each bidder's submittal (see *Attachment 1*). The government estimate for this project was \$1,704,453.82 ("government estimate").

Pacific Federal Management, Inc.: The bidder submitted a total bid price of \$2,869,407.14 or 68.35% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB, including a copy of its Contractor's License(s). The bid was found to be responsive and the bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

SE Construction Corporation: The bidder submitted a total bid price of \$1,332,650.00 or 21.81% below the government estimate. Upon GIAA's request and pursuant to 2 GAR § 3109(m)(3), bidder confirmed that the bid price provided is true and correct (See *Attachment 2*). The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB, including a copy of its Contractor's License(s). The bid was found to be responsive and the bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Cabras Marine Corporation: The bidder submitted a total bid price of \$1,944,078.72 or 14.06% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB, including a copy of its Contractor's License(s). The bid was found to be responsive and the bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Polyphase System, Inc.: The bidder submitted a total bid price of \$1,136,830.00 or 33.30% below the government estimate. However, upon GIAA's request to confirm bid price pursuant to 2 GAR § 3109(m)(3), bidder identified an inadvertent mistake in its total bid price and requested to formally withdraw its bid. GIAA determined bidder was able to clearly and convincingly demonstrate that a mistake was made and allowed the bidder to withdraw its bid. The Executive Manager's written determinations is part of the procurement record.

Recommendation:


Pursuant to the IFB, Instructions to Bidder, Section 12, it is recommended that the contract be awarded to the responsive and responsible bidder with the lowest Total Bid Price, **SE Construction Corporation** in the amount of **\$1,332,650.00**. The contract time for the Project is three hundred (300) calendar days from issuance of the Notice to Proceed.

Should you have any questions, we are available at your request.


KATHRINA BAYSON



AUDIE ARTERO

APPROVED:


JOHN M. QUINATA

Executive Manager

Attachments

Invitation for Bid No.: GIAA-C06-FY24			 <div style="text-align: center;"> Antonio B. Won Pat International Airport Authority, Guam Abstract for Invitation for Bid DETERMINATION FOR BIDDER'S RESPONSIVENESS </div>																				Issuance Date: 6/19/2024						
Name of Procurement: GIAA Apron East Operations Area Restoration - Phase II																							Submission Deadline: July 26, 2024 2:00PM						
																							No. of Packages Issued: 21		No. of Bids Received: 4				
#	Name of Bidder	Date & Time of Submission	Required Forms/Documents																				Bid Security	Bid Form/Bid Amount <i>(See page 2) - KJS</i>					
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T			U	V	W	X	Y
1	Pacific Federal Management, Inc.	07/26/24 1:42 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	15% of Total Bid Amount	<input checked="" type="checkbox"/> Bid Schedule Attached \$2,869,407.14
2	SE Construction Corporation	07/26/24 1:48 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	15% of Total Bid Amount	<input checked="" type="checkbox"/> Bid Schedule Attached \$1,332,650.00
3	Cabran Marine Corporation	07/26/24 1:53 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$291,611.87 Cashier's Check	<input checked="" type="checkbox"/> Bid Schedule Attached \$1,944,078.72
4	Polyphase System Inc.	07/26/24 2:00 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	15% of Total Bid Amount	<input checked="" type="checkbox"/> Bid Schedule Attached \$1,136,830.00
5																													<input type="checkbox"/> Bid Schedule Attached
6																													<input type="checkbox"/> Bid Schedule Attached
7																													<input type="checkbox"/> Bid Schedule Attached
8																													<input type="checkbox"/> Bid Schedule Attached

I hereby certify that all bids received in response to this solicitation were opened and that the names of all bidders have been entered hereon.

[Signature] **JENJELLE MENO**
BUYER SUPERVISOR I

Attested By: *[Signature]* **KATHRINA BAYSON**
SUPPLY MANAGEMENT ADMINISTRATOR

LEGEND - REQUIRED FORMS/DOCUMENTS

(A) Special Reminder to Prospective Bidders

(B) Acknowledgement of Receipt Form for receipt of IFB

(C) Acknowledgement of Receipt Form for all issued Addenda for this IFB

(D) Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest

(E) Affidavit Regarding Non-Collusion

(F) Affidavit Regarding No Gratuities or Kickbacks

(G) Affidavit Regarding Contingent Fees

(H) Affidavit Regarding Ethical Standards

(I) Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination

(J) Designation of Subcontractors

(K) Bidder's Qualification Statement

(L) Bidder's Financial Statement

(M) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

(N) Trade Restriction Certification

(O) Certification of Bidder Regarding Debarment

(P) Certification Regarding Lobbying

(Q) Certificate of Buy American Compliance for Total Facility

(R) Title VI Solicitation Notice

(S) Local Procurement Preference Application

(T) Service-Disabled Veteran Owned Business Application

(U) Women-Owned Business Application

(V) Confidential Data Designation Request Form

(W) Certification of Bidder Regarding Tax Delinquency and Felony Convictions

(X) Contract. The Form Contract provided must be submitted signed by the Bidder

(Y) Other Requirements. Copy of valid Contractor's license - Classification B

CITY OF _____)
)
 ISLAND OF GUAM) SS.

Name of Owner	Principal Place of Business Street Address	% of Interest

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name None

Name of Owner	Principal Place of Business Street Address	% of Interest

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
Robert Salas II	President	202 Hilton Road, Unit 7 PFM Tumon, Guam 96913	(671)688-8454 rob.salas@pfmgum.com

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
None		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):


Name	Principal Place of Business Street Address
None	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

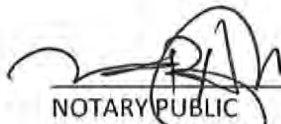
- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

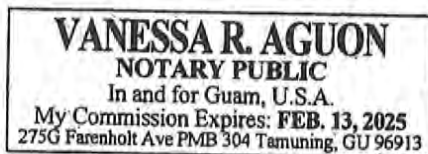
Executed on: 27 June 2024
(date)


Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 27th day of June, 2024.


NOTARY PUBLIC
My commission expires: FEB 13, 2025



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>Sergio R. Llarena</u>	<u>P.O. Box 11293 Tamuning</u>	<u>51%</u>
<u>Eduardo R. Ilao</u>	<u>Guam 96921</u>	<u>49%</u>
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
N/A		

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
N/A		

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows (if none, please so state):

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
N/A		

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
N/A			

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
N/A		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
N/A	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
N/A	

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____

07-26-2024
(date)



Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 26th day of July, 2024.



NOTARY PUBLIC

My commission expires: 07/19/2027



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF Piti)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>Teresa M. Watkins</u>	<u>178 Industrial Avenue Piti, GU 96915</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name N/A

Name of Owner	Principal Place of Business Street Address	% of Interest
N/A		

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
N/A			

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
N/A		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

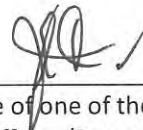
Name	Principal Place of Business Street Address
N/A	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
N/A	

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

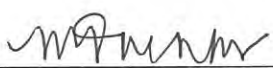
Executed on: July 3, 2024
(date)

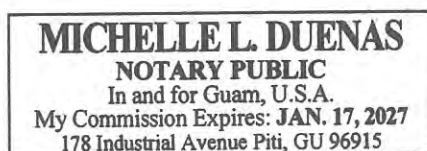


Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 3rd day of July, 2024.


NOTARY PUBLIC
My commission expires: Jan. 17, 2027



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF DEDEDU)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

[v] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>GLENDALYN C. CAROLINO</u>	<u>157 LILAC CT. LATTE HEIGHTS.</u>	<u>60.00%</u>
	<u>MANGILAO, GUAM 96913</u>	
<u>RONALD C. CAROLINO</u>	<u>157 LILAC CT. LATTE HEIGHTS.</u>	<u>39.99%</u>
	<u>MANGILAO, GUAM 96913</u>	

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 7/12/24
(date)



Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

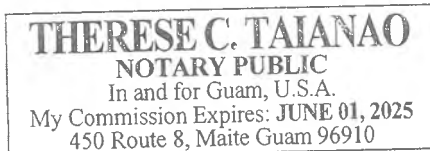
Subscribed and sworn to before me

This 12th day of JULY, 2024.



NOTARY PUBLIC

My commission expires: JUNE 1, 2025



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

Physical Add: Unit C1 Siket Street Harmon Industrial Park
Mailing Add: PO Box 11293 Tamuning, Guam 96931
Tel #: (671) 646-9098 Fax #: (671) 648-9098

September 25, 2024

Mr. John M. Quinata
A.B. Won Pat International Airport Authority, Guam (GIAA)
355 Chalan Pasaheru, Bldg. 200
Tamuning, Guam 96913

**Subject: Confirmation of Bid Price
GIAA Apron East Operations Area Restoration – Phase II
IFB No. GIAA-C06-FY24, Project No. GIAA-FY24-01-1**

Dear Mr. Quinata,

We acknowledge receipt of your letter dated September 24, 2024, regarding the bid submission evaluation for the above-referenced IFB. We confirm that our total bid price of One Million Three Hundred Thirty-Two Thousand Six Hundred Fifty Dollars and Zero Cents (\$1,332,650.00) is true and correct. We also affirm that our company will fully meet the specifications, terms, and conditions as stipulated in the IFB, including any addenda.

Please consider this as our formal confirmation as requested. Should you require any further information, please do not hesitate to contact us.

Thank you for the opportunity, and we look forward to the successful completion of the evaluation process.

Thank you,



Sergio R. Llarena
President



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Guam

Honolulu Airports District Office:
300 Ala Moana Blvd, Rm 7-128
Honolulu, HI 96850-7128

September 8, 2024

Mr. John Quinata
Executive Manager
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
355 Chalan Pasaheru Route 10-A
Tamuning, Guam 96913-4153, United States

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-124-2024 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. The authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ryan Castillo, (808) 312-6036, ryan.d.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Carlos H. Salas

Carlos H. Salas (Sep 8, 2024 22:06 HST)

Carlos Salas
Acting Manager, Honolulu Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date September 8, 2024

Airport/Planning Area Guam International Airport

Airport Infrastructure Grant
Number 3-66-0001-124-2024

Unique Entity Identifier CBDXKNH7L5H9

TO: Guam Airport Authority
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 20, 2024, 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 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 (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (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 (90) % 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 **\$10,606,951.**

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
\$10,606,951	for 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, policies, and procedures of the Secretary. 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 September 13, 2024, 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 13, 2024, 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. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, 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 goods 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 (P.L. 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:
 - 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 System for Award Management Exclusions in 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 (b) 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 (b) 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 (b) 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 (b) 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 (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) 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 (b) 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. "Forced 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 120 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 July 14, 2017, 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 [P.L. 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.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Multi-Year Grants - Letter of Agreement.** The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 U.S.C. § 47108(a). The total United States share of the multi-year project is \$10,606,951.00, and the project is planned to be funded in Fiscal Years 2024. The conditions of this multi-year Grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this Grant Agreement:
- a. The maximum obligation for the current fiscal year stated in Condition No. 1, Maximum Obligation, of this Grant Agreement may be increased in accordance with Condition No. 18, Maximum Obligation Increase, provided the statutory permissions are met. Furthermore, the Sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsection b. of this condition.
 - b. After an annual appropriations act is enacted funding the AIP and applicable calculations are determined, the FAA will issue a letter to the Sponsor amending the obligated amount for the multi-year Grant; however, such amount shall not exceed the United States' share of the total estimated cost of completion, except as provided in 49 U.S.C. § 47108(b). At such time when the FAA can calculate the funding and incur the obligation, the FAA will establish each fiscal year's maximum obligation in a letter to the Sponsor. The newly obligated amounts for each successive fiscal year will begin a new budget period (See Condition No. 2, Grant Performance). Funding and the associated Federal share for each fiscal year will be subject to the restriction on the use of such apportionments imposed on FAA by existing 49 U.S.C. § 47108 and future appropriations acts, unless otherwise stated in the annual appropriations act or another Act enacted into law.
 - c. Under 49 U.S.C. § 47108(a), as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount pursuant to 49 U.S.C. § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation, including Federal share provided in future appropriations, for this project for each of the following fiscal years:

1. FY-2024 - \$10,606,951
 - d. The Sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this Grant Agreement and limitations of the law.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
32. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
33. **Notice to Proceed - Property Interest Acquired.** The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
35. **Environmental.** The environmental approval for this project was issued on 11/20/2023.
36. **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, rehabilitated, 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 reconstruction, rehabilitation, or repair.
 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.

37. 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.
38. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation 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.
39. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
40. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
41. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Rehabilitate Apron; and the parties agree that within [Bid Received] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [N/A] 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.

42. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
43. **Force Account.** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to the Sponsor incurring costs and that no reimbursement payments will be made on that portion of this Grant until the Sponsor has received FAA approval for the force account information.
44. **Preliminary Scope of Work.** This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Grant, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in this Grant or in the Project Application is in respect to the final scope of work.
45. **Fueling System - Use and Operation Requirements.** This project includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, specifically Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended). The fueling system established under this Grant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected life, including meeting all local, state, and Federal regulations related to the fueling system.
46. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).
47. **Payment Restriction - Legal Issue.** The Sponsor understands that, at the time of this Grant, the FAA is aware of a potential legal issue related to the Sponsor's procurement action for the project funded with this Grant. By accepting this Grant, the Sponsor agrees the FAA will not make, nor be obligated to make, any payments under this Grant until the Sponsor provides documentation satisfactory to the FAA that any pending legal matters related to the Sponsor's procurement action for the project under this Grant have been concluded. The Sponsor further understands, acknowledges, accepts, and agrees that:
 - a. It assumes all legal and financial risks if it elects to proceed with the project implementation prior to resolution of the procurement related legal matters;

- b. The FAA may determine that legal costs are unallowable for reimbursement under this Grant if the costs are related to legal proceedings associated with the procurement action; and
 - c. The Sponsor will be required to return any funds for costs the FAA subsequently determines unallowable.
48. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
49. **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.
50. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
51. **Cargo Preference.** Reports of cargo preference shipments. The Sponsor agrees to comply with the requirements of the Cargo Preference Act of 1954, 46 U.S.C. § 55305, and its implementing regulations at Title 46 CFR Part 381, including that at least 50 percent of the freight revenue and tonnage of cargo be transported on privately owned United States-flag commercial vessels for items procured, contracted for or otherwise obtained by or on behalf of the Sponsor or any of its contractors or subcontractors under this Grant and applicable reporting requirements
52. **Approval of Competition Plan Required for Grant Payments.** The Sponsor understands and agrees that it will not submit payment reimbursement requests for this grant until the FAA has approved the Sponsor's Competition Plan to ensure it meets statutory requirements of 49 U.S.C. § 47106(f). The Sponsor recognizes that this does not constitute the FAA withholding payment or a waiver of the FAA opening a Notice of Investigation. The FAA's review of the submitted Sponsor's Competition Plan could take a minimum of 90 days from the date of submission.
53. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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 8, 2024 22:06 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Acting 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 10, 2024

Guam Airport Authority

(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 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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 10, 2024

By: 
(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

PLANNING AGENCY 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.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- e. 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).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. 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.^{3, 4}
- 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. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 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.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 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.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

-
- ¹ These laws do not apply to private sponsors.
 - ² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ 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.

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.

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.

4. Preserving Rights and Powers

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.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. 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.

7. 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 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 mean 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.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. 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 (Guam Airport Authority), 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 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.

10. 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.

11. 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.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of 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 recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Guam

Honolulu Airports District Office:
300 Ala Moana Blvd, Rm 7-128
Honolulu, HI 96850-7128

September 9, 2024

Mr. John Quinata
A.B. Won Pat International Airport Authority, Guam
355 Chalan Pasaheru, Route 10-A
Tamuning, GU 96913

Dear Mr. John Quinata:

The Grant Offer for the for the Bipartisan Infrastructure Law (BIL) - Airport Terminal Program Grant (ATP) Project No. 3-66-0001-125-2024 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. The authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal

funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ryan Castillo, (808) 312-6036, ryan.d.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Carlos H. Salas
Carlos H. Salas (Sep 9, 2024 07:51 HST)
 Carlos Salas
 Acting Manager, Honolulu Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT TERMINAL PROGRAM GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	September 9, 2024
Airport/Planning Area	Guam International Airport
Airport Terminal Program Grant Number	3-66-0001-125-2024
Unique Entity Identifier	CBDXKNH7L5H9
TO:	Guam Airport Authority
	(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 20, 2024, 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 Building – Construction – Phase 1 (Roof Replacement w/Solar Module Racking)

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on September 1, 2023.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); 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 (95)% 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 **\$21,400,000.**

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
\$21,400,000	for airport development; 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. All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable only if certain conditions under 49 U.S.C. § 47110(c) are met.
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.**
 - a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures.
 - b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.
 - c. 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.
 - d. 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 September 13, 2024, 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 13, 2024, 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 BIL 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, subject to the availability of Federal funds, 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. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, 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 goods 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 American.** 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:
 - 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 BIL (Public Law 117-58), 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 Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) 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 (b) 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 (b) 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. **BIL Funded Work Included in a PFC Application.** Within 120 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 July 14, 2017, 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 subparagraph (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 OIG'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
2. 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.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
30. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
31. **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.
32. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
33. **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.
34. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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 9, 2024 07:51 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Acting 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 10, 2024

Guam Airport Authority

(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)

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; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; 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 10, 2024

By: 
(Signature of Sponsor's Attorney)

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 Public Law 117-58, Division J, Title VIII, 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
- 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. § 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 (Pub. L. 109-282, as amended by section 6202 of Pub. 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 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 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 aviators 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.

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 (**Guam Airport Authority**), 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, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- 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., or Public Law 117-58, Division J, Title VIII 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 a Bipartisan Infrastructure Law 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 BIL projects as of May 20, 2024.

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, 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.



**GIAA BOARD OF DIRECTORS
Executive Summary
Regular Board Meeting
September 26, 2024**

GENERAL AIRPORT INSURANCE – RENEWAL FOR FISCAL YEAR 2025

INTRODUCTION

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, which consists of Conventional Insurance covers general airport operations and was developed by GIAA with the assistance of its Insurance Consultant. The Insurance Program includes seven (7) policies: Property Insurance including Catastrophe; Airport Operators Liability; Directors & Officers Liability; Workman's Compensation; Automobile Insurance; Crime Insurance; and Cyber Liability, all of which are described in detail below.

CONVENTIONAL INSURANCE COVERAGE

The General Airport Insurance is provided to protect GIAA from potential losses resulting from its operations. Listed below are the types of insurance and coverage provided and described in the Premium Comparison and Markets & Underwriters indications attached:

Property Insurance Including Catastrophe	Blanket coverage for All risks of direct and physical loss or damage to all Real and Personal Property. Renewal of coverage includes limit of \$200M with \$450,000 deductible and B&M sub-limit of \$5M. Catastrophe insurance: Windstorm, Typhoon & Earthquake. Renewal of coverages includes sub-limit of \$5M with \$5M deductible.
Airport Operators Liability	Legal liability coverage against claims from members of the general public (third parties) arising from operations at the Airport or elsewhere in the course of the Airports business. Renewal of coverage includes limit of \$500M with Personal Injury limit of \$25M and \$75,000 deductible for Property Damage.
Directors & Officers Liability	Coverage for GIAA's Directors & Officers for loss in which the parties become legally obligated to pay for a Wrongful Act. Includes Employment Practices Liability (EPL) that provides coverage for loss in which the GIAA becomes legally obligated to pay for employee's or former employee's claim for Wrongful

Termination, Unfair Dismissal, Harassment, Discrimination, Emotional Distress, Invasion of Privacy, Failure to Employ or Promote, Wrongful discipline, etc.

Renewal of coverage includes limit of \$4M with EPL sub-limit of \$1M and no deductible.

Workman's Compensation

Coverage for costs and benefits for job related injuries sustained by GIAA employees.

Renewal of coverage includes P.L. 80 Statutory Benefits, Employers Liability limit of \$1M with no deductible.

Automobile Insurance

Coverage provides for bodily injury and property damage to third parties arising from the use of owned, non-owned or hired vehicles. Coverage has no Aviation Risk Exclusion clause. Coverage on comprehensive, collision & typhoon on all vehicles with a current market value of \$10,000 or more.

Renewal of coverage includes combined single limit of \$2M for bodily injury and property damage liability. Comprehensive & Collision on all vehicles covers actual cash value with deductible of \$1,000.

Crime Insurance

Employee Dishonesty - Coverage provides indemnity to the Authority for the loss of money or other property through the fraudulent or dishonest acts committed by employees. Renewal of coverage includes limit of \$1M with \$50,000 deductible.

Money & Securities - Coverage provides indemnity for loss or destruction of money, securities or negotiable instruments inside the premises and off premises. Coverage sustained from accepting counterfeit money orders or currency.

Renewal of coverage includes limit of \$100,000 for Loss inside of premises, \$100,000 for Loss outside premises and \$100,000 for Counterfeit Paper Currency. Deductible is \$10,000 for each occurrence for Premises, Transit, and Offices & \$50,000 for Counterfeit paper.

Depositors Forgery – Coverage provides indemnity for loss of money as a result of forgery or alteration of or in any check, draft, promissory note, bill of exchange or similar written promise made or drawn from the account.

Renewal of coverage includes limit of \$100,000 with \$50,000 deductible.

Computer Fraud – Coverage provides loss resulting directly from fraudulent acts involving electronic data or computer systems.

Renewal of coverage includes limit of \$100,000 with \$50,000 deductible.

Cyber Liability

\$3M coverage limits include Network Security & Privacy Liability; Breach Notification Cost; Internet Media Liability; Cyber Crime/Extortion; Data Restoration; Cyber Business Interruption; Misc. Professional Liability; and Technology Professional Liability.

RECOMMENDATION

The appended schedule illustrates the recommended program for FY2025. Management recommends the Board adopt the FY2025 insurance program as appended.

The total premium costs for all coverage including Catastrophic perils for FY2025 is \$2,272,605.94. This represents an increase in premium of \$73,369.67 per annum compared to FY2024 premium cost of \$2,199,236.27.

The total premium costs for all coverage including Cyber Liability and Catastrophic perils for FY2025 is \$2,339,544.96. This represents an increase in premium of \$145,369.67 per annum compared to FY2024 premium cost of \$2,199,236.27.

The insurance premium costs are budgeted under Property Management Division (PMO) budget for FY2025.



September 25, 2024

A.B. Won Pat International Airport Authority
P.O. Box 8770
Tamuning, Guam 96931

Re: Insurance Renewal Recommendations
F/Y 2025

Dear GIAA Team,

After review of the most recent revised insurance renewal options provide by AM Insurance, I am making the following recommendations for the upcoming renewal term:

Property Insurance:

I am recommending that GIAA move forward with Option #1 offered through Calvo's effective 10/01/2024 to include Catastrophic coverage for Wind, Typhoon, Earthquake, Tidal Wave and Flood.

Limit:	\$200,000,000	Except \$5,000,000 Limit for Catastrophic Perils
Deductible:	\$ 450,000	Except \$5,000,000 for Catastrophic Perils
Premium:	\$ 1,536,639	

Unfortunately, the alternative options of eliminating the catastrophic perils from the standard property policy and filling the gap with a parametric option does not offer the type of premium relief that we had hoped for. This is primarily due to the fact that the reduction in premium under the standard property policy was not truly reflective of the reduction in exposure.

For the other lines of insurance coverage, we recommend the following:

Airport Liability – Calvo's - at the offered \$263,160

Directors & Officers – Calvo's - \$178,500

Cyber Liability – London - \$3,000,000 limit for \$72,000

This is the first year a Cyber Liability quote has been offered, even though we have requested this as an option for a number of years. I recommend that this coverage be secured to fill the uncovered exposure to risk.



The following were offered with a 1-year and 3-year option through Moylan's/DB. My recommendation is to secure the pricing under a 3-year term for these coverage lines, as follows:

Auto – 3-year option - \$51,699.64

Auto premiums continue to increase due to several factors, including large claims payouts along with the increased cost of repairs related to the higher sophistication of the components in today's vehicles.

Crime – 3-year option - \$6,352

Workers Compensation – N/A – We will be entering the second year of a 3-year term for this coverage, which is currently placed through Moylan's/Nanbo/Tokio Marine. The 2024-2025 annual premium will be per the expiring \$231,194.32.

If you have any questions or need anything further, please do not hesitate to reach out. I am more than happy to be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl McDowell", written over a light blue horizontal line.

Cheryl McDowell, ARM, CSRM, CISR
Vice President, Risk Management Services

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
PREMIUM COMPARISON FY2024 - FY2025

POLICY	FY2024	FY2025	PREMIUM DIFFERENCE	(%) PERCENT
Property (Including Catastrophe Cover)	\$1,605,263.00	\$1,536,639.00	(\$68,624.00)	-4.275%
Airport Operators Liability	\$263,160.00	\$263,160.00	\$0.00	0.000%
Directors & Officers	\$61,200.00	\$178,500.00	\$117,300.00	191.667%
Workers Compensation	\$231,194.32	\$231,194.32	\$0.00	0.000%
Automobile Insurance	\$31,368.95	\$56,062.62	\$24,693.67	78.720%
Crime Insurance	\$7,050.00	\$7,050.00	\$0.00	0.000%
Cyber Liability (\$3MIL Coverage Limit)	No Quote	\$72,000.00	72,000.00	
TOTAL:	\$2,199,236.27	\$2,344,605.94	\$145,369.67	

Updated on: 9/26/2024 11:27 AM

A.B. Won Pat International Airport Authority, Guam

FY2025

MARKETS & UNDERWRITERS

GENERAL AGENT	CARRIER	BEST RATING/ FINANCIAL STRENGTH	PROPERTY	PARAMETRICS	AIRPORT LIABILITY	WORKERS COMP	DIRECTORS & OFFICERS	EPL	COMMERCIAL AUTO	CYBER	CRIME
CENTURY	Century	A- / V	Carrier does not meet financial rating required by Insurance Specifications.								
CALVO'S	National Union	A / XV	See Attached Insurance Quote	See Attached Insurance Quote	\$263,160	No Quote	\$178,500	No Quote	No Quote	No Quote	No Quote
CASSIDY'S	Pacific Indemnity	A- / VI	Carrier does not meet financial rating required by Insurance Specifications.								
GNIU	Chung Kuo	A- (S&P)	Carrier does not meet financial rating required by Insurance Specifications.								
MOYLAN'S	DB	A / XV	No Quote	No Quote	No Quote	2nd of a 3-Year Term: \$231,194.32	No Quote	No Quote	1-Year \$56,062.62 3-Year \$51,699.64	No Quote	1-Year \$7,058 3-Year \$6,352
MOYLAN'S	First Net	B++ / V	Carrier does not meet financial rating required by Insurance Specifications.								
STAYWELL	Island Insurance Co.	Not Rated	Carrier does not meet financial rating required by Insurance Specifications.								
HARMAN KEMP	Lloyds of London	A+ / XV	No Quote	See Attached Insurance Quote	\$271,500	No Quote	No Quote	No Quote	No Quote	\$3Mil \$72,000 \$5Mil \$130,000	No Quote
TAKAGI & ASSOCIATES	Aioi	A+ / XV	Carrier declined to quote due to underwriting restrictions on airport risks.								

NOTE(S):

20 Aug 2024-Transmitted Specs to all carriers; **18 Sept 2024**-Quotes due from all carriers

A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM FY2025 INSURANCE QUOTES

POLICY DESCRIPTION	CURRENT INSURER	COVERAGE	FY2024 PREMIUM	FY2025 QUOTES		
				MOYLAN'S	LONDON	CALVO'S
PROPERTY COVERAGE (All Risk incl Windstorm, Typhoon & Earthquake) FY2024 Property & Equipment Value - \$472,172,457 FY2025 Property & Equipment Value - \$479,172,766 Increase: \$7,000,309 SUBLIMITS Windstorm, Typhoon & Earthquake Shock Mold Coverage: Property In Transit: Valuable Papers Automatic Acquisition Debris Removal Boiler Explosion & Machinery Breakdown DEDUCTIBLE All Perils - Each and every Loss Including Tidal Wave, Flood & Boiler & Machinery Windstorm, Typhoon & Earthquake Shock Business Interruption	Calvo's (AIG)	\$200,000,000	\$1,605,263.00	NO QUOTE	NO QUOTE	\$1,536,639 <i>(Business Interruption Deductible: 14 Days)</i> Option 2: <u>All Risk Excluding CAT</u> \$1,330,784 Option 3: <u>All Risk Excluding CAT, Tidal Wave & Flood</u> \$1,264,602 Option 4: <u>All Risk Incl Earthquake, Flood & Tidal Wave, Excluding Windstorm, Typhoon</u> \$1,403,419
AIRPORT OPERATORS LIABILITY Personal Injury Limit (in the aggregate) DEDUCTIBLE Property Damage War & Terrorism Excluded POLICY ENHANCEMENTS Contingent Contractors Legal Liability AVN52G War Buy-Back		Calvo's (AIG)				\$500,000,000 \$25,000,000 \$75,000 \$250,000 \$150,000,000
DIRECTORS & OFFICERS LIABILITY Employment Practices Liability Sublimit REQUIRED CONDITIONS: <i>Continuity Date: Pending & Prior Litigation and Pollution Claims (Oct. 1, 1992) and Employ. Practices Liability (Oct. 1, 2007)</i>	Moylan's (DB)	\$4,000,000 \$1,000,000 <i>Entity Coverage</i>	\$61,200.00	NO QUOTE	NO QUOTE	\$178,500

A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM
FY2025 INSURANCE QUOTES

POLICY DESCRIPTION	CURRENT INSURER	COVERAGE	FY2024 PREMIUM	FY2025 QUOTES		
				MOYLAN'S	LONDON	CALVO'S
WORKMENS COMPENSATION <i>Coverage is extended to apply in respect of Executive Officers of the Authority</i>	Nanbo (Tokio Marine)	PL80 Stat. Benefits. \$1,000,000 E.L.	\$231,194.32	\$231,194.32 <i>(2 of a 3-Year Term)</i>	NO QUOTE	NO QUOTE
AUTOMOBILE <u>COVERAGE LIMITS</u> A. Bodily Injury & Property Damage Liability B. Comprehensive & Collision Incl Typhoon C. Medical Payments - each person <u>DEDUCTIBLE</u> \$1,000 - Comprehensive, Collision & Typhoon FY2024: 75 Vehicles FY2025: 78 Vehicles	Moylan's (DB)	\$2,000,000 Actual Cash Value \$1,000	\$31,368.95	\$56,062.62 <i>(1-Year Term)</i> \$51,699.64 <i>(3-Year Term)</i>	NO QUOTE	NO QUOTE
CRIME <u>COVERAGE LIMITS</u> A. Aggregate B. Employee Dishonesty Coverage C. Money & Securities Loss Inside Money & Securities Loss Outside D. Money Orders and Counterfeit currency E. Depositors Forgery F. Cheque Forgery G. Third Party Computer & Funds Transfer Fraud H. Cost <u>DEDUCTIBLE</u> \$50,000 each & every loss EXCEPT loss inside/outside the premises at \$10,000 each occurrence <u>REQUIRED CONDITIONS:</u> <i>Retroactive dates 10/01/2004 iro Employee Dishonesty in excess of \$500,000 and 10/01/2003 iro all other coverages.</i>	Moylan's (DB)	\$1,000,000 \$1,000,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000	\$7,050.00	\$7,058.00 <i>(1-Year Term)</i> \$6,352.00 <i>(3-Year Term)</i>	NO QUOTE	NO QUOTE
CYBER LIABILITY <u>COVERAGE LIMITS:</u> A. Network Security & Privacy Liability B. Breach Notification Costs C. Internet Media Liability D. Cyber Crime/Extortion E. Data Restoration F. Cyber Business Interruption G. Miscellaneous Professional Liability H. Technology Professional Liability		\$3, 5 & 10MM	NO QUOTE	NO QUOTE	\$72,000 \$3Mil Limit \$130,000 \$5Mil Limit (Please refer to proposal for coverage details)	NO QUOTE

TOTAL FY2024 PREMIUM : \$2,199,236

A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM
FY2025 INSURANCE QUOTES

POLICY DESCRIPTION	CURRENT INSURER	COVERAGE	FY2024 PREMIUM	FY2025 QUOTES		
				MOYLAN'S	LONDON	CALVO'S

CALVO'S INSURANCE:

Property Insurance - Optional Quotes:

CAT: Windstorm, Typhoon & Earthquake/Earth Movement, Flood, Tidal Wave and All Other Natural Catastrophe

SUBLIMIT	ANNUAL PREMIUM
\$10,000,000	\$ 2,051,967.00
\$25,000,000	\$ 2,869,243.00

**A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM
FY2025 INSURANCE QUOTES**

POLICY DESCRIPTION		COVERAGE	LONDON				CALVO'S																																																					
CATASTROPHIC PROPERTY - PARAMETRIC MODEL COVERAGE: Earthquake/Earth Movement, Wind-Named Storm, Typhoon LIMITS: Option 1: Typhoon / Earthquake Option 2: Typhoon / Earthquake Option 3: Typhoon / Earthquake			OPTIONS 1-3: \$5 MIL, \$10 MIL and \$15 MIL				OPTIONS 1-3: \$5 MIL, \$10 MIL and \$15 MIL																																																					
			TYPHOON - PAYOUT STRUCTURE				COVERAGE – TYPHOON:																																																					
			<table><tr><th colspan="3">Option 1</th></tr><tr><th>Category</th><th>1-min sustained wind speed (mph)</th><th>≤30mi</th></tr><tr><td>4</td><td>≥130 and <157</td><td>100%</td></tr><tr><td>5</td><td>≥157</td><td>100%</td></tr></table>				Option 1			Category	1-min sustained wind speed (mph)	≤30mi	4	≥130 and <157	100%	5	≥157	100%	<table><tr><td>Saffir-Simpson Scale or equivalent</td><td>10 mile radius</td><td>>10 mile and ≤ 20 mile</td><td>>20 mile and ≤ 30 mile</td></tr><tr><td>3</td><td>15%</td><td>10%</td><td>5%</td></tr><tr><td>4</td><td>40%</td><td>15%</td><td>10%</td></tr><tr><td>5</td><td>100%</td><td>40%</td><td>15%</td></tr></table>				Saffir-Simpson Scale or equivalent	10 mile radius	>10 mile and ≤ 20 mile	>20 mile and ≤ 30 mile	3	15%	10%	5%	4	40%	15%	10%	5	100%	40%	15%																						
			Option 1																																																									
Category	1-min sustained wind speed (mph)	≤30mi																																																										
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Saffir-Simpson Scale or equivalent	10 mile radius	>10 mile and ≤ 20 mile	>20 mile and ≤ 30 mile																																																									
3	15%	10%	5%																																																									
4	40%	15%	10%																																																									
5	100%	40%	15%																																																									
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A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM
FY2025 INSURANCE QUOTES

POLICY DESCRIPTION	COVERAGE	LONDON				CALVO'S																				
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EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

September 26, 2024

PASSENGER FLIGHT NETWORK: OCTOBER 2024

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)	AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201/200	1805/0705	Operates Daily, Eff. Oct 28 ETD 0725. Eff Oct 26 ETA 1850	United Airlines	TKK	UA132/UA133 UA154/UA155	1655/0920 1815/0755	Mon & Thur/Wed & Sun Tue & Sat/Mon & Fri
	HND	UA849/848 UA827/UA873	0445/1910 1550/1700	Daily Daily, Eff Oct 27 ETA 2145 and ETD 1335		PNI	UA176/UA176	0345/2025	Sunday/Saturday Wed & Sun/Tue, & Sat. Eff Oct 29 ETD 2335
	NRT	UA197/196 UA865/UA864 UA840/UA841	2150/1215 2215/1300 2245/1130	Daily Daily, Eff Oct. 28 ETA 2240 & Eff Oct 27, ETD 1335 Mon, Wed, Fri, Sat/Tue, Thu, Sat, Sun. Eff Oct 27 ETD 1215		Yap	UA186/UA185	0400/2330	
	SPN	UA076/UA174	1035/0800	Daily	Jeju Airlines	ICN	7C3101/3102 7C3105/7C3106	1605/1710 0200/0305	Daily Daily
	MNL	UA184/UA183	0415/1920	Mon, Tue, Thu, Fri, Sun/Daily	Korean Air	ICN	KE421/KE422	1515/1700	Daily
	KIX	UA150/UA151 UA178/UA177	1555/0720 0135/1700	Daily Wed, Fri, Sun/Tue, Thu, Sat	Jin Air	ICN PUS	LJ913/LJ914 LJ929/LJ930	1505/1615 0200/0300	Daily Daily
		FUK	UA166/UA165	1600/0700	Daily. Last Flight on October 26, 2024	Japan Airlines	NRT	JL941/JL942	1415/1650
	NGO	UA136/UA137	1610/0730	Daily	Philippine Airlines	MNL	PR110/PR111	0425/0555	Daily, except Oct 4, 8, 15,, 22 & 27
	ROR	UA158/UA157 UA192/UA193	0510/2345 1855/0615	Mon, Tue, Thu, Fri/Mon, Wed, Thu, Sun. Eff Oct 27 ETD 2340 Tue & Fri/Wed & Sat. Eff Oct 30 ETA 0630	T'Way Airlines	ICN	TW303/TW304	1410/1510	Daily
					Star Marianas	ROP	**3401/**4301		Mon, Tue, Wed, Thu, Fri

Air Service Changes (OCT vs. SEP):

United Airlines operates last Fukuoka flight on October 26, 2024

Japan Airlines increases 5x to daily effective October 27, and no ops on Oct. 26

PAL planned cancellations on Oct. 4, 8, 15, 22 and 27

AIR SERVICE SNAPSHOT

There is a slight decrease of 3% and 1% in frequency and seat capacity, respectively, of scheduled flights in October 2024, when compared to October 2023, which can be attributed to Philippine Airlines planned cancellation of five flights this month.

	CY 2023			*CY 2024			% Percentage Change		
	# of Flights	Seat Capacity	Enplanements	# of Flights	Seat Capacity	Enplanements	# of Flights	Seat Capacity	Enplanements
January	625	105,854	79,100	816	148,616	101,039	31%	40%	22%
February	525	94,167	73,378	712	129,083	93,224	36%	37%	21%
March	695	112,091	87,147	696	127,338	94,758	0.14%	14%	8%
April	622	115,790	79,104	641	117,135	73,589	3.05%	1%	-7%
May	677	125,300	73,858	703	128,368	83,219	3.84%	2%	11%
June	386	74,159	45,896	633	115,976	85,672	63.99%	56%	46%
July	569	107,198	78,661	653	119,700	86,066	14.76%	12%	9%
August	649	120,587	83,950	681	124,050	94,304	5%	3%	11%
September	955	179,078	72,993	616	113,413	NA	-35%	-37%	NA
*October	672	121,121	79,127	651	119,723	NA	-3%	-1%	NA

*Unaudited

AIR SERVICE UPDATES

Nauru Air files for renewal of its USDOT authority for persons, property and mail from Nauru to Guam through intermediary points of Tarawa, Majuro and Kiritimati on July 18, 2024. Nauru Air cites in its application that it is actively working with FAA and DHS to complete the steps necessary to commence air service. Nauru Air's current USDOT authority expires September 26, 2024.

TRAINING/RECERTIFICATION

GIAA Training Commonwealth Ports Authority on FAR Part 139

In a show of support for our sister airports in the CNMI, Juan Reyes, Air Terminal Manager and Raymond Quintanilla, Operations Superintendent are conducting a comprehensive three-day course of FAR Part 139 – Airport Certification to personnel of the Francisco P. Ada Saipan International Airport from September 25-28, 2023. FAR Part 139 prescribes rules governing the certification and operation of airports in any US state or territory.

*All required quarterly training/travel reports are posted on the Airport's website.

FINANCIAL UPDATES

GIAA's Successful Tender and Refunding Bonds

GIAA, supported by the Guam Economic Development Authority and the Bureau of Budget and Management Research—successfully sold \$67.8 million in bonds in the municipal market through the first-of-its-kind standalone tender offer for Guam coupled with bond refinancing which resulted in a 4.27% All in True Interest Cost (TIC) and savings of \$3.23 million over the remaining term of the bonds through FY 2043. The GIAA bonds were oversubscribed by 9.3 times, which allowed for an opportunity to lower borrowing rates for higher savings.

FEDERAL REGULATORY UPDATES

USCBP – Guam/CNMI Visa Waiver Program Update

Effective September 29, 2024, passengers electing to enter Guam or the CNMI under the Guam-CNMI visa waiver program will have the option for electronic application and pre-clearance of Form I-736 which will be active on the USCBP website. Passengers entering under the program will have the option of either electronic pre-clearance or the current process of a downloaded paper form completed and presented to USCBP officials upon arrival to Guam or the CNMI until November 29, 2024, when full electronic application and clearance will come into effect. A stakeholder briefing to be conducted by USCBP is scheduled for October 1, 2024 @ 10am in the GIAA Conference room.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

September 26, 2024

FAR Part 139 Airport Emergency Plan (AEP) Annual Review

GIAA conducted its annual review of the AEP with multi-agency responders on Friday, September 20, 2024, at the ARFF Station, facilitated by Chief Ray Mantanona. The AEP review is required every 12 months for the GIAA to maintain its civil airport operating license and provides the framework for a coordinated response that is invaluable in minimizing loss and life of property. Stakeholders engaged in discussion and appreciated the opportunity to review the plan and looks forward to the next tabletop exercise and subsequent triennial full-scale exercise.

FAA and GIAA Executes the Award \$32 in Grants

FAA and GIAA executed the award of two grants (ratified earlier this meeting) for the purposes and in the following amounts, respectively:

- FAA Grant No. 3-66-0001-124-2024 – Rehabilitate Apron - \$10.6M
- FAA Grant No. 3-66-0001-125-2024 – Phase I (Roof Replacement w/Solar Module Racking)- \$21.4M

The \$21.4M FAA grant for the Phase I Roof Replacement w/Solar Module Racking was previously announced as being allocated to the GIAA in February 2024. The \$10.6M FAA grant for the Rehabilitation of the Terminal Apron is in addition to what has been previously publicly announced and completes the funding needed for the full Terminal Apron Rehab project.

FAA Officials Brief Visit

FAA's Western Pacific Division Director, Mark McClardy, and FAA's Honolulu District Office Manager, Gordon Wong conducted a brief visit on Guam this week and toured Airport facilities to view and discuss ongoing projects.

LEGISLATIVE UPDATES

Bill 319-37: An Act Relative to Providing Authority to the A. B. Won Pat International Airport Authority to Promulgate Rules and Regulations for the Solicitation, Selection, and Award of Concession Agreements...for the use of airport facilities and properties. Public Hearing on the bill is scheduled for October 1, 2024 @ 2pm, in the public hearing room of the Guam Congress Building. The GIAA will be providing written and oral testimony in support of such legislation.

ANNOUNCEMENTS

- **GIAA DEM Hernandez presented to Society of American Military Engineers (SAME) as part of their "Connecting Guan" forum** held today at the Hilton Guam Resort and Spa, highlighting key capital improvement projects.
- **GIAA will honor upcoming Retirees** from 3 divisions for their valuable contributions to the Authority and the Government of Guam at a retirement ceremony and celebration scheduled for September 27, 2024 @ 11:00 am. We invite all Board member to join us as we recognize:
 - **Antonio Martinez, Utility Worker, with Properties and Facilities division**, with a total of 32 years and 2 months of government service

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

September 26, 2024

- **Danny Cepeda, Data Processing Manager with the Administration division**, with 29 years and 1 month of government service
- **Mary Q. Terlaje, Administrative Assistant with the Airport Police division**, with 28 years, 7 months of government service.
- **Rosie Balajadia, Administrative Officer with the Administration division**, with 28 years and 6 months of government service.
- **Domingo Molo, Painter Leader with the Properties and Facilities division**, with 22 years 11 months of government service.
- **United Airlines/GIAA Joint Annual Safety Fair**

The second annual United Airlines/GIAA Safety Fair is scheduled for Wednesday October 23, 2024, at the East Ticket Lobby. Held for the participation of all working at GIAA, the Safety Fair will feature vendor displays of safety and health measures and awareness, health checks, health and fitness activities, and giveaways for participants. We encourage Board members to join us for this featured event!

September 24, 2024

MEMORANDUM

To: Mr. Brian Bamba

 Chairman

 GIAA Board of Directors

From: Dafne Mansapit-Shimizu 

 Comptroller

Subject: Operating Results – Revenues and Expenses as of August 31, 2024

Attached herewith is GIAA's Operating Results Report for the month ending August 31, 2024. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended August 31, 2024.

The key operating results for 11 month(s) of FY2024 ending August 31, 2024 – (in \$000's) are

CATEGORY	Actual FY24 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY24	
		Budget FY24 Y-T-D	Actual FY24 Y-T-D	% Variance Budget vs. Actual	Actual	% Variance Budget vs. Actual
				Y-T-D Current Month		
Total Signatory Revenues	\$ 2,692.4	\$ 37,056.6	\$ 29,513.6	-20.4%	\$ 32,851.5	-18.7%
Total Concession Revenues	\$ 1,018.6	\$ 11,304.8	\$ 10,344.5	-8.5%	\$ 11,415.8	-7.8%
Total PFC's	\$ 348.9	\$ 4,553.6	\$ 3,608.5	-20.8%	\$ 4,010.7	-19.1%
Total Other Revenues	\$ 1,346.3	\$ 14,911.8	\$ 15,977.5	7.1%	\$ 17,328.3	6.6%
Total Operating Revenues	\$ 5,406.2	\$ 67,826.8	\$ 59,444.2	-12.4%	\$ 65,606.2	-11.3%
Total Operating Expenses	\$ 4,568.2	\$ 50,695.8	\$ 44,093.7	-13.0%	\$ 48,997.6	-11.9%
Net Revenues from Operations	\$ 838.0	\$ 17,131.0	\$ 15,350.4	-10.4%	\$ 16,608.6	-9.7%
Non-Operating Expenses	\$ 564.2	\$ 847.8	\$ 3,806.5	349.0%	\$ 3,856.7	329.5%
Other Available Moneys/Other Sources of Funds	\$ 256.5	\$ 3,082.5	\$ 3,045.8	-1.2%	\$ 3,325.9	-1.1%
Net Debt Service Coverage	0.69	1.83	1.48	-19.3%	1.49	-17.9%

Year-to-date Total Signatory Revenues for the month ending August 31, 2024 are below Budgeted revenues by **20.4%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **8.5%** below budget while Passenger Facility Charges are below the budget estimate by **20.8%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **7.1%**.

Year-to-date Total Operating Revenues actual of **\$59.4M** is **12.4%** below the budget estimate of **\$67.8M**.

Year-to-date Total Operating Expenses are below budget by **13.0%**. Components of this line item include Personnel Service, Contractual Services, and Materials & Supplies which came in below budget by **8.8%**, **13.8%**, and **48.8%**, respectively.

The actual year-to-date Net Revenues from Operations of **\$15.4M** is **10.4%** below the year-to-date budgeted amount of **\$17.1M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.48** 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

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
KEY OPERATING RESULTS (\$000's)
As of August 31, 2024

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l		Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	223.0	279.0	272.4	-2.4%	3,348.2	2,439.5	3,069.2	2,996.6	-2.4%	3,275.6	-2.2%
Departure Fees	533.3	836.9	609.4	-27.2%	9,275.2	4,467.9	8,522.5	6,334.5	-25.7%	7,087.2	-23.6%
Arrival Fees	383.0	627.9	430.4	-31.4%	6,954.1	3,108.8	6,383.1	4,555.9	-28.6%	5,126.9	-26.3%
Immigration Inspection Fees	153.2	244.8	171.1	-30.1%	2,731.0	1,217.7	2,505.0	1,788.1	-28.6%	2,014.1	-26.2%
Common Use Departure Fees	0.0	104.8	59.6	-43.1%	1,175.8	203.4	1,074.3	722.6	-32.7%	824.1	-29.9%
Loading Bridge Use Fees	320.3	413.6	333.9	-19.3%	4,757.3	2,884.3	4,360.6	3,708.6	-15.0%	4,105.3	-13.7%
Landing Fees	599.9	913.6	708.3	-22.5%	10,561.2	6,033.5	9,682.7	8,186.4	-15.5%	9,064.8	-14.2%
Apron Use Fees	85.4	137.7	107.1	-22.2%	1,591.7	858.5	1,459.3	1,221.0	-16.3%	1,353.4	-15.0%
Total Signatory Revenue	2,298.1	3,558.2	2,692.4	-24.3%	40,394.4	21,213.6	37,056.6	29,513.6	-20.4%	32,851.5	-18.7%
Enplaned Signatory Pax	94,095	127,316	92,762	-27.1%	1,411,083	788,469	1,296,573	964,162	-25.6%	1,078,672	-23.6%
Cost per Enplaned Pax	\$24.42	\$27.95	\$29.02	3.9%	\$28.63	\$26.90	\$28.58	\$30.61	7.1%	\$30.46	6.4%
Revenues from Sources other than Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse	687.2	796.7	655.8	-17.7%	8,690.6	6,124.8	7,893.9	6,453.4	-18.2%	7,250.2	-16.6%
In-flight Catering	72.8	71.8	106.7	48.7%	783.1	601.7	724.8	1,167.8	61.1%	1,226.1	56.6%
Food & Beverage	84.5	79.6	81.8	2.8%	867.8	703.3	803.2	839.7	4.5%	904.3	4.2%
Rental Cars	160.9	157.2	158.1	0.6%	1,714.3	1,250.1	1,586.7	1,650.7	4.0%	1,778.4	3.7%
Other Concession Rev	22.5	29.4	16.1	-45.1%	320.2	199.0	296.4	232.9	-21.4%	256.7	-19.8%
Total Concession Revenues	1,027.9	1,134.6	1,018.6	-10.2%	12,376.1	8,878.8	11,304.8	10,344.5	-8.5%	11,415.8	-7.8%
Passenger Facility Charges	316.8	447.1	348.9	-22.0%	4,955.7	3,048.5	4,553.6	3,608.5	-20.8%	4,010.7	-19.1%
Other Revenue	1,720.4	1,370.9	1,346.3	-1.8%	16,262.5	13,833.0	14,911.8	15,977.5	7.1%	17,328.3	6.6%
Total Operating Revenue	5,363.2	6,510.9	5,406.2	-17.0%	73,988.8	46,973.9	67,826.8	59,444.2	-12.4%	65,606.2	-11.3%
II. Operating Expenses:											
Personnel Services	2,014.4	1,949.3	1,976.5	1.4%	25,341.2	19,591.2	23,386.8	21,339.5	-8.8%	23,293.9	-8.1%
Contractual Services	1,904.1	2,137.8	2,350.7	10.0%	27,652.8	19,994.2	24,926.2	21,478.9	-13.8%	24,205.5	-12.5%
Materials & Supplies	196.9	121.6	235.0	93.3%	2,605.6	925.2	2,382.8	1,219.1	-48.8%	1,442.0	-44.7%
Equipment/Furnishings	0.0	0.0	6.0	0.0%	0.0	0.0	0.0	56.2	0.0%	56.2	0.0%
Total Operating Expenses	4,115.4	4,208.7	4,568.2	8.5%	55,599.6	40,510.6	50,695.8	44,093.7	-13.0%	48,997.6	-11.9%
Net income from Operations	1,247.8	2,302.1	838.0	-63.6%	18,389.2	6,463.3	17,131.0	15,350.4	-10.4%	16,608.6	-9.7%

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
KEY OPERATING RESULTS (\$000's)
As of August 31, 2024

CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l		Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l


III. Other Revenues and Expenses

Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	241.3	50.2	564.2	1024.7%	898.0	1,327.0	847.8	3,806.5	349.0%	3,856.7	329.5%
Add: Interest on Investments	73.3	51.5	153.5	198.0%	618.3	1,056.0	566.8	1,498.0	164.3%	1,549.5	150.6%
Net Revenues	1,079.8	2,303.5	427.3	-81.5%	18,109.5	6,192.3	16,849.9	13,041.9	-0.2	14,301.5	-0.2
Add: Other sources of Funds (Federal Reimb)	59.0	33.3	9.6	-71.1%	400.0	468.3	366.7	330.0	-10.0%	363.3	-9.2%
Add: Other available moneys	168.2	246.9	246.9	0.0%	2,962.6	1,850.3	2,715.8	2,715.8	0.0%	2,962.6	0.0%
Net Revenues and Other Available Moneys	1,307.1	2,583.7	683.8	-73.5%	21,472.1	8,511.0	19,932.3	16,087.7	-19.3%	17,627.5	-17.9%
Debt Service payments	948.9	987.5	987.5	0.0%	11,850.6	7,677.4	10,863.0	10,863.0	0.0%	11,850.6	0.0%
Debt Service Coverage	1.38	2.62	0.69	-73.5%	1.81	1.11	1.83	1.48	-19.3%	1.49	-17.9%

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 JACOB & PANGELINAN LLP

DATE: September 26, 2024

SUBJECT: **Executive Session**

Pursuant to 5 GCA § 8111(c), 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.