

Messages & Communications Doc. No. 38GL-26-1953 through 1959.

From 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Date Fri 2/20/2026 3:02 PM
To Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc Frank Blas Jr. <speakerblas@guamlegislature.gov>

7 attachments (23 MB)

22026COMM Doc. No. 38GL-26-1953.pdf; 22026COMM Doc. No. 38GL-26-1954.pdf; 22026COMM Doc. No. 38GL-26-1955.pdf; 22026COMM Doc. No. 38GL-26-1956.pdf; 22026COMM Doc. No. 38GL-26-1957.pdf; 22026COMM Doc. No. 38GL-26-1958.pdf; 22026COMM Doc. No. 38GL-26-1959.pdf;

Hafa Adai Clerks Office,

Please see attached, Messages & Communications Doc. No. 38GL-26-1953 through 1959 for processing:

✓	38GL-26-1953	Department of Public Health and Social Services	Guam Board of Examiners for Pharmacy Regular Board Meeting Packet for February 19, 2026*
✓	38GL-26-1954	Office of the Governor of Guam	Interim Administrative Director Designation of Angela Camacho for the CHamoru Land Trust Commission*
✓	38GL-26-1955	Office of the Mayor - Municipality of Dededo	FY2026 Appropriated Funds (VOMPS-GF and GEFF) Report- 1st Quarter*
✓	38GL-26-1956	Office of the Mayor - Municipality of Dededo	FY2026 Non-Appropriated Funds Report- 1st Quarter*
✓	38GL-26-1957	Guam Preservation Trust	Board Meeting Packet for February 18, 2026*
✓	38GL-26-1958	Department of Administration	Income Tax Refund Efficient Payment Trust Fund Report and accompanying bank statement for January 2026*
✓	38GL-26-1959	Department of Revenue and Taxation	Prior Years Obligations to pay Craig Camacho in the total amount of \$459.71*

Kindly reply to this email



Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

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Messages and Communications 38GL-26-1957*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Fri, Feb 20, 2026 at 10:41 AM

To: 38th Committee On Rules <committeeonrules@guamlegislature.gov>, Sabrina Salas Matanane <office.senatorbri@guamlegislature.gov>

Håfa Adai,

Please see attached M&C Doc. No. 38GL-26-1957

38GL-26-1957	Guam Preservation Trust	Board Meeting Packet for February 18, 2026*
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*Si Yu'os Ma'åse'**Bernice Rivera*

Administrative Assistant

**Office of Speaker Frank F. Blas, Jr.**I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456

speakerblas@guamlegislature.gov

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----- Forwarded message -----

From: **Ruby Santos** <rspreservation@guam.net>

Date: Thu, Feb 19, 2026 at 2:24 PM

Subject: GPT Board Materials - February 18, 2026 Meeting

To: Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>, <central.files@guam.gov>Cc: <jqpreservation@guam.net>

Hafa Adai Speaker Blas,


In compliance to PL31-233, relative to reporting requirements, attached are the agenda and corresponding documents discussed during the Guam Preservation Trust's February 18, 2026, Board of Directors meeting.

Please feel free to call if you have any questions.

Wishing you, your family, and staff a blessed and Merry Christmas and safe and prosperous New Year!



2 attachments

 **GPT Board Materials - Feb 18, 2026 Meeting.pdf**
2182K

Håfa Adai,

Received, and thank you.



Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

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[Quoted text hidden]



Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

GPT Board Materials - February 18, 2026 Meeting

3 messages

Ruby Santos <rspreservation@guam.net> Thu, Feb 19, 2026 at 2:24 PM
 Reply-To: rspreservation@guam.net
 To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>, central.files@guam.gov
 Cc: jqpreservation@guam.net

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Doc Type: 38GL-26-1957
 OFFICE OF THE SPEAKER
 FRANK F. BLAS, JR.
 February 19, 2026
 Time: 2:24 PM
 Received: *FR*



 **GPT Board Materials - Feb 18, 2026 Meeting.pdf**
 2182K

Ruby Santos <rspreservation@guam.net> Thu, Feb 19, 2026 at 2:28 PM
 Reply-To: rspreservation@guam.net
 To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

From: Ruby Santos <rspreservation@guam.net>
Sent: Thursday, February 19, 2026 2:24 PM
To: 'Speaker Frank Blas Jr.' <speakerblas@guamlegislature.gov>; 'central.files@guam.gov'

<central.files@guam.gov>

Cc: 'jqpreservation@guam.net' <jqpreservation@guam.net>

Subject: GPT Board Materials - February 18, 2026 Meeting

Hafa Adai Speaker Blas,

In compliance to PL31-233, relative to reporting requirements, attached are the agenda and corresponding documents discussed during the Guam Preservation Trust's February 18, 2026, Board of Directors meeting.

Please feel free to call if you have any questions.



 **GPT Board Materials - Feb 18, 2026 Meeting.pdf**
2182K

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>
To: rspreservation@guam.net

Thu, Feb 19, 2026 at 4:37 PM

Hafa Adai,

Confirming receipt of your email.

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant



Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Li Heslaturan Guahan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

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GUAM PRESERVATION TRUST

INANGOKKON INADAHI GUAHAN

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GUAM PRESERVATION TRUST REGULAR BOARD OF DIRECTORS VIRTUAL MEETING

Wednesday, February 18, 2025; 10:00 A.M.

The Regular Board of Directors Meeting will be held utilizing the Zoom virtual meeting platform. The meeting may be publicly accessible via live stream at www.facebook.com/guampreservationtrust

A G E N D A

- 1.0. CALL TO ORDER / ROLL CALL**
- 2.0. APPROVAL OF MINUTES**
(December 17, 2025 Board Meeting & January 5, 2026 Special Meeting)
- 3.0. ELECTION OF OFFICERS**
 - 3.1. Vice Chair
 - 3.2. Secretary
 - 3.3. Treasurer
- 4.0. OLD BUSINESS**
 - Info 4.1. Current Board – Appointment & Upcoming Expiring Terms
 - Info/Action 4.2. Board Orientation
 - Info 4.3. Hila'an – Fee Simple Purchase Agreement
 - Info 4.4. Bill 40-38; Introduced by Sen. Parkinson; Co-authored by Sen. Calvo & Sen. Barnes; relative to appropriating \$3.5 million for FQ Sanchez facility
- 5.0. NEW BUSINESS**
 - Info 5.1. Chief Program Officer Announcement
 - Action 5.2. Restoration of the George Flores House – Inalahan
 - Action 5.3. New Grant Submissions
 - Action 5.3.a. I Rikesan I Tasi: A Piti Sea Festival Piti Municipal Planning Council;
 - Action 5.3.b. Maila Halom-Preserving the Tradition of the Talaya; Brian Muna
 - Action 5.3.c. 2026 Inacha'igen Fino' CHamoru – University of Guam
 - Action 5.3.d. St. Joseph's Church Structural Assessment; Inalahan Parish Council
 - Action 5.3.e. Courting our Roots: CHamoru Courtship & Marriage Traditions through youth and elder co-creation: Inetnon Gefpa'go Cultural Arts Program Inc.
 - Action 5.3.f. Guam History Day Competition: Guam Society of History & Culture
- 6.0. COMMITTEE REPORTS**
 - 6.1. Budget & Finance Committee**
 - Info 6.1.a. YTD Balance
 - 6.1.b. FY2024 Audit
 - Action - Policy Review Committee
 - Info 6.1.c. FY2025 Audit
 - 6.2. Architecture/Planning Committee Report**
Refer to Architecture/Planning Committee Progress Report
 - Action 6.2.a. FQ Sanchez Facility
 - Action 6.2.a.1. BME – Change Order 1
 - Action 6.2.b. RIM Architect Contract Extension



38GL-26-1957
Messages and Communications

RECEIVED
COMMITTEE ON RULES
February 20, 2026

10:41 a.m.
Marie Crisostomo

- 6.2.c. Lujan House
-RFQ – A&E Services
- Action 6.2.d. Atantano Conceptual Plan
- Action
- Info **6.3. Grants Committee**
- Refer to Grants Committee Progress Report
- Action 6.3.a. I Sengsong; An Educational CHamoru Children’s Program; PBS
– Ruzell Almonds
- Action 6.3.b. Cultivating Village Connections Through Storytelling & Showcasing
Guam’s Unique Sense of Place; Guampedia – Rita Nauta
- Action 6.3.c. The Journey of the Niyok: From Tree to Table-Odyessa San Nicolas
- Info **6.4. CHamoru Culture & History Committee Report**
- Refer to CHamoru Culture & History Committee Progress Report
- Info **6.5. Archaeology Committee Report**
- Refer to Archaeology Committee Progress Report
- 7.0. OPEN DISCUSSION**
- 8.0. ADJOURNMENT**

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ITEM 2.0

APPROVAL OF MINUTES

December 17, 2025 Regular Board Meeting

&

January 5, 2026 Special Meeting



**GUAM PRESERVATION TRUST
REGULAR BOARD OF DIRECTORS VIRTUAL MEETING
WEDNESDAY, DECEMBER 17, 2025
10:00 A.M.**

MINUTES

**Present: Michael Makio, Architecture – Principal Vincent Leon Guerrero, History - Alternate
Nicole Calvo, Planning – Principal Marvin Aguilar, Planning - Alternate
Zina Ruiz, CHamoru Culture – Principal**

**Also Present: Joe Quinata, GPT CPO Patrick Lujan, SHPO - DPR
Ruby Santos, Ofc Mgr. & Finance Kyle Riordan, Prog Ofcr - GPT
Svc. Coord. – GPT Troy Cruz, Prog Ofcr – GPT**

1.0. CALL TO ORDER

Chairman Makio called the meeting to order at 10:03 a.m. followed by roll call.

2.0. APPROVAL OF MINUTES

Chairman Makio opened the floor for discussion on the Board minutes of June 11, 2025.

Motion There being no changes, Nicole Calvo motioned to approve the minutes as read. Zina Ruiz seconded the motion.
With no further discussion, the Board unanimously approved the motion.

3.0. EXECUTIVE SESSION

Under legal advisement Chairman Makio announced executive sessions would not include discussion on personnel performance or employee compensation and the Board would be discussing these topics during open session.

Chairman Makio recessed the general board meeting and entered into Executive Session.

The Board adjourned Executive Session and reconvened into the general board meeting.

4.0. ELECTION OF OFFICERS

Chairman Makio recommended to table the Election of Officers until the January Board meeting since the regular election is scheduled for January.

Motion Nicole Calvo motioned to table the Election of Officers to January. Vincent Leon Guerrero seconded the motion.

With no further discussion, the Board unanimously approved the motion.

5.0. OLD BUSINESS

5.1. Board Orientation

Joe Quinata reported the Board orientation is tentatively scheduled for January 30th, at the Crowne Plaza Hotel. The orientation will begin at 8:00 a.m., and end after lunch.

5.2. Hila'an Multi-Year Encroachment Protection Agreement

Joe Quinata presented the fee-simple agreement and agreed by the owner for a not-to-exceeding amount of \$12 million for eighty (80) acres of beachfront property. The \$12 million will be secured with REPI funds.

Nicole Calvo reported a draft covenant between GPT and the owner was reviewed during the committee meeting and listed issues that were not in the best interest of GPT and requested further analysis (i.e., the need to enter a covenant with the seller; go to escrow to determine any additional costs; the additional \$250,000.00 for another appraisal).

Joe Quinata responded that the purpose of the covenant was to address the seller's need for green space should they proceed in developing their properties.

It was not known whether not entering the covenant would dissuade the seller from entering into the agreement.

GPT wants to protect and maximize the opportunity for future generations.

The Board discussed to include a "Hold Harmless" clause in the covenant agreement.

The Board discussed the significance of green space and the development of a master plan and program of what is intended for the site utilizing the space for the benefit of the people of Guam. It was recommended to table further discussion on the covenant.

Motion

Nicole Calvo motioned to direct the Chief Program Officer to move ahead with the fee-simple purchase agreement of the property with the recommendation to engage escrow to calculate closing costs any other expenses that we may need and analyze to see if the Trust has those funds and table any discussion on the covenant. Zina Ruiz seconded the motion.

The Board discussed conversation will continue with the owner to discuss closing. With no further discussion, the Board unanimously approved the motion.

5.3. Ad Hoc Committee: 2021 GCA Chapter 76; Historical Objects & Sites

Joe Quinata gave a brief background on the ad hoc committee.

Former Board member Edwin Reyes was tasked to chair the committee to review the laws of the Guam Code Annotated Chapter 76 regarding the mandates of historical objects and sites.

State Historic Preservation Officer Patrick Lujan reactivated the committee, with the intent of making changes and revamping the local laws.

The committee included major stakeholders in real estate, commerce, government agencies, and the legislature with an initiative to review Chapter 76 and Chapter 77, specifically on the role of the SHPO as the Executive Director of the Guam Preservation Trust.

Chairman Makio noted the best forum to discuss this matter would be during a Historic Review Board meeting.

Patrick Lujan recommended a combined Historic Review Board and GPT meeting.

Chairman Makio suggested the meetings may be scheduled back-to-back and not as a combined meeting.

GPT & SHPO administrative staff will be instructed to coordinate a date and time to schedule a back-to-back meeting in January.

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5.4. National History Day

Joe Quinata reported a letter received from UOG informed they are facing significant challenges in running the program and requested that GPT consider taking back and managing the Guam History Day competition moving forward.

The Board discussed the future of National History Day.

Vince Leon Guerrero reported a new organization, Guam Society for History and Culture, was formed to continue the program. The organization has yet to formalize its non-profit status.

Nicole Calvo questioned the potential conflict of interests of board members serving on the organization and requesting GPT's support.

UOG will continue providing in-kind support, but the new organization will manage coordination and administrative activities.

The Board agreed to wait for its establishment before making a commitment to the NHD program.

Chairman Makio suggested to address action items on the agenda due to time limitation. There was no objection by the Board.

5.5. Bill 40-38; Introduced by Sen. Parkinson; Co-authored by Sen. Shelly Calvo & Sen. Tina Barnes; Relative to appropriating \$3.5 million for the FQ Sanchez facility

No discussion.

5.6. Manenggon Site - National Historic Landmark

No discussion.

5.7. Historic Tax Credit Workshop

Staff requested an additional \$10,000.00 to fund the venue, honorarium for the presenters, marketing, and supplies.

Motion

Nicole Calvo motioned to approve an additional \$10,000.00 in addition to the \$5,000.00 received from the National Trust for historic for the Tax Credit Workshop. Vincent Leon Guerrero seconded the motion.

There being no further discussion, the Board unanimously approved the motion.

6.0 NEW BUSINESS

6.1. New Grant Submissions

Joe Quinata presented the recommendations by the Grants Committee.

Grants Committee members Vince Leon Guerrero, Nicole Calvo, Zina Ruiz, and Joe Quinata met on December 15 to review new grant submissions.

6.1.a. The Journey of the Niyok from Tree to Table-Odyessa San Nicolas

The applicant requested \$12,280.00 to increase the use and accessibility of the traditional tool, the kâmyu, both on and off island.

The Grants Committee recommended tabling the grant and direct staff to work with the applicant to strengthen the proposal.

6.1.b. Remembering the Forgotten: A Theatrical Oral History Project - Breaking Wave Theatre Co., - CJ Ochoco

The applicant requested funding of \$20,000.00 for an oral history and performance

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project highlighting Guam's Manâmkko through collaboration between elders, at-risk youth, cultural advisors, and local artists.

The Grants Committee recommended approving the application with a condition that the applicant presents letters of funding of support from the National Endowment for Humanities before release of funds.

Motion Nicole Calvo motioned to approve \$20,000.00 for the grant with the condition of confirmation of funding from the National Endowment for the Humanities is received before release of funds. Vincent Leon Guerrero seconded the motion. With no further discussion, the Board unanimously approved the motion.

6.1.c. Gef Pago Cultural Center Revitalization – Inalahan Mayor's Office; Inalahan Mayor Anthony Chargualaf

The applicant requested funding of \$39,249.00 to revitalize the Gef Pa'go cultural center area for the village to do public interpretation and educational programming for students, residents, and visitors.

The Grants Committee recommended approving the grant on the condition that the applicant collaborates with staff to adjust the project timeline.

Motion Vince Leon Guerrero motioned to approve \$39,249.00 for the grant with the condition that the applicant works with staff to adjust the project timeline and clarify the role of the master buildings and create an organizational flowchart to ensure the involvement of the community. Marvin Aguilar seconded the motion. With no further discussion, the Board unanimously approved the motion.

6.1.d. I Sengsong: An Educational CHamoru Children's Program - PBS – Ruzell Almonds

The applicant requested funding of \$40,000.00 for a CHamoru education children's show consisting of four (4) ten-minute episodes spoken entirely in CHamoru aimed at teaching the CHamoru language aimed at pre-school and elementary aged children.

The Committee recommended tabling discussion pending clarification of budget details and partner support letters.

6.1.e. Cultivating Village Connections Through Storytelling & Showcasing Guam's Unique Sense of Place; Guampedia – Rita Nauta

The applicant requested funding of \$50,000.00 to document village storytelling sessions.

The Committee recommended tabling discussion pending budget information.

6.1.f. Hasso Yan Onra: Sumay – Pacific Historic Parks - Jaclynn Balajadia

Nicole Calvo disclosed her employment with the organization and recused from discussion or voting.

The applicant requested \$50,750.00 to produce a short documentary film on the history of Sumay.

The committee recommended approval of the application.

Motion Vincent Leon Guerrero motioned to approve \$50,750.00 for the grant. Zina Ruiz seconded the motion.

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With no further discussion, the Board unanimously approved the motion.

6.2. Teaching with Historic Places

Joe Quinata reported the program provides funding for bus transportation for school aged children to visit historic sites.

Staff requested to approve \$15,000.00 to continue the program.

Motion Vincent Leon Guerrero motioned to approve \$15,000.00 to continue the Teaching with Historic Places program. Nicole Calvo seconded the motion. With no further discussion, the Board unanimously approved the motion.

6.3. Supplies for Heritage Oriented Projects – S.H.O.P.

Joe Quinata reported staff requests for approval of \$25,000.00 for the program which will provide \$500 to 50 teachers for heritage-oriented classroom materials.

Motion Zina Ruiz motioned to approve \$25,000 for the program.

Vincent Leon Guerrero seconded the motion.

The Board discussed extending the deadline and defining allowable and non-allowable costs.

With no further discussion, the Board unanimously approved the motion.

6.4. Archbishop Flores House – RFP – Demolition Services

Chairman Makio suggested to rephrase the solicitation as “deconstruction services.”

Joe Quinata reported the contracted architect and engineering firm Provido Tan Jones recommended conducting a deconstruction of the house before proceeding with the reconstruction to identify any removal of asbestos materials and an inventory of any salvageable ifit materials on the property.

Motion Nicole Calvo motioned to direct staff to proceed in RFP solicitation for the deconstruction and related services of the Archbishop Flores House. Vincent Leon Guerrero seconded the motion. With no further discussion, the Board unanimously approved the motion.

7.0 COMMITTEE REPORTS

7.1. Budget & Finance Committee

The Board discussed staff compensation and consideration of a 5-7% cost of living adjustment and potential performance bonuses.

The Board expressed the importance of transparency and documentation of performance evaluations.

Vincent Leon Guerrero recommended scheduling a special meeting to further discuss compensation structures and metrics.

With no objection from the members, the Board agreed to discuss salary compensation during a scheduled Special Board Meeting.

Staff will coordinate scheduling the Special Board Meeting and prepare the necessary public meeting notices.

7.1.a. YTD Balance

No discussion

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7.1.b. FY2026 Budget Expenditure Summary

No discussion

7.1.c. FY2024 Audit

-Policy Review Committee

No discussion.

7.2. Architecture Committee

No Discussion

7.3. Grants Committee

No Discussion

7.4. CHamoru Culture & History Committee Report

No Discussion

7.5. Archaeology Committee Report

No Discussion

8.0. OPEN DISCUSSION

No Discussion

9.0. ADJOURNMENT

Chairman Makio recommended to consider adjourning due to time constraints.


Motion Vince Leon Guerrero motioned to adjourn the meeting.

Marvin Aguilar seconded the motion.

With no further discussion or objection, the Board unanimously approved the motion.

The meeting adjourned at 12:53 p.m.

Transcribed by: 

Approved by: 

Date: 2/18/2026

Date: 2/18/2026

GUAM PRESERVATION TRUST

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**GUAM PRESERVATION TRUST
SPECIAL BOARD OF DIRECTORS VIRTUAL MEETING
MONDAY, JANUARY 5, 2026; 10:00 A.M.**

M I N U T E S

Present: Michael Makio, Architect Principal
Pale' Eric Forbes, History – Principal
Zina Ruiz, CHamoru Culture – Principal

Nicole Calvo, Planning - Principal
Marvin Aguilar, Planning - Alternate

Also Present: Joe Quinata, GPT – CPO
Vanessa Williams, Legal Counsel
Ruby Santos, GPT – Staff

Lawrence Borja, GPT Staff
Kyle Riordan, GPT Staff

1.0. CALL TO ORDER

Chairman Makio called the GPT Special Virtual meeting to order at 10:04 a.m., and conducted roll call.

2.0. GPT EMPLOYEE SALARY ADJUSTMENTS & PERFORMANCE BONUS

Chairman Makio noted during the December 17, 2025, Board of Directors meeting, CPO Joe Quinata had circulated information related to staff compensation and the evaluation process.

Board member Vincent Leon Guerrero had requested additional time to review the information.

The Board agreed it was best to address as a single item in a Special Session.

The Board reviewed the payroll history summary reflecting all salary increments of the employees.

The Board discussed the process of employee evaluations and the percentage deemed appropriate for salary adjustments and performance bonuses.

The Board had not modified employee salaries since 2023.

Chairman Makio gave a brief overview of information from the Bureau of Statistics and Plans regarding the cost-of-living index reflecting an increase of 13.8% and 2.8% over the preceding quarter.

The Board discussed the performance evaluations and what percentage would be appropriate.

The Board asked for the results of employee evaluations conducted by the CPO.

Joe Quinata reported he conducted employee evaluations and rated all employees with satisfactory performances.

Staff have accomplished overseeing 90% of the programs and projects listed in the 5 Year Strategic Plan.

The Board questioned whether employees stayed with their allowable annual or sick leave.

Joe Quinata reported no employee has exceeded their earned leave hours.

Chairman Makio acknowledged employees and events highlighted GPT's success (i.e., Historic Revitalization Festival, Preservation Summits, educational outreach, Audits, Year End Reports, George Flores House federal grant).

Joe Quinata had explained that employee Troy Cruz was hired as an Administrative Assistant and had applied and was selected for the vacant Program Officer position justifying the change in his salary.

Eric Forbes noted how the staff was able to maintain the operations through the difficulties of not having a functioning board.
The Board discussed the range of salary adjustments in the past have ranged from 3% to 6% based on exemplary performance.
In the past, the Board gave employees performance bonuses equivalent to one (1) paycheck.
The three (3) year organization growth plan provides general estimates of anticipated growth in staff and salaries.

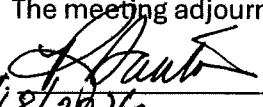
Motion Nicole Calvo motioned to increase employee salaries by 5%.
Zina Ruiz seconded the motion.
With no further discussion, the Board unanimously approved the motion.

Motion Nicole Calvo motioned to give the Guam Preservation staff a bonus equivalent to one (1) single paycheck effective immediately. Eric Forbes seconded the motion. Chairman Makio opened the floor for discussion.
The Board commented on how important that staff be diligent in protecting and preserving the heritage and culture for Guam's future.
There being no further discussion, the Board unanimously approved the motion.

Chairman Makio requested that in the future, the CPO provides more detail in performance evaluations.
Chairman Makio gave a summary of the performance evaluation he prepared on the Chief Program Officer.
Marvin Aguilar asked legal counsel's observation on the Board's process addressing employee salaries and performance bonus.
Legal Counsel Vanessa Williams had consulted with the CPO and Chairman about the process beforehand and approved of the Board's actions.

3.0 ADJOURNMENT

There being no further business, Nicole Calvo motioned to adjourn the meeting.
Eric Forbes seconded the motion. With no objections, the Board unanimously approved the motion.
The meeting adjourned at 10:56 a.m.

Transcribed by: 
Date: 2/18/2020

Approved by: 
Date: 2/18/2020

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ITEM 4.4.

**BILL 40-38; Introduced by Sen. Parkinson; Co-
authored by**

Sen. Calvo & Sen. Barnes

**Relative to appropriating \$3.5 million for the
FQ Sanchez facility**



COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson


I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

January 31, 2025

To: Rennae V. C. Meno
Clerk of the Legislature

Attorney Darleen Hiton
Legislative Legal Counsel

From: Vice Speaker V. Anthony Ada 
Chairperson, Committee on Rules

Subject: Referral of Bill No. 40-38 (COR)

Håfa Adai,

As per my authority as Chairperson of the Committee on Rules and subject to §6.01(d)(1), Rule VI of our Standing Rules, I am forwarding the referral of **Bill No. 40-38 (COR)** – William A. Parkinson, Shelly V. Calvo, Tina Rose Muña Barnes, Joe S. San Agustin. – “AN ACT TO APPROPRIATE THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) FROM FISCAL YEAR 2025 GENERAL FUND REVENUES COLLECTED IN EXCESS OF THE ADOPTED LEVELS ENUMERATED IN PUBLIC LAW 37-125 TO THE GUAM PRESERVATION TRUST FOR THE PURPOSE OF THE REHABILITATION OF THE HISTORIC FRANCISCO Q. SANCHEZ ELEMENTARY SCHOOL PROPERTY.”

Please ensure that the subject bill is referred to the Committee on Finance and Government Operations chaired by Senator Christopher M. Dueñas. I also request that the same be forwarded to the Prime Sponsor of the subject bill, to the Office of Finance and Budget (OFB) and to Management Information Services (MIS) for posting on our website.

A copy of the bill is available on our legislative website.

Should you have any questions or concerns, please feel free to contact Kamarin Nelson, Committee on Rules Director at 671-472-2461.



I Mina'trentai Ocho Na Lihelaturan Guåhan
BILL STATUS

40-38 (COR)	William A. Parkinson Shelly V. Calvo Tina Rose Muña Barnes Joe S. San Agustin	AN ACT TO APPROPRIATE THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) FROM FISCAL YEAR 2025 GENERAL FUND REVENUES COLLECTED IN EXCESS OF THE ADOPTED LEVELS ENUMERATED IN PUBLIC LAW 17-125 TO THE GUAM PRESERVATION TRUST FOR THE PURPOSE OF THE REHABILITATION OF THE HISTORIC FRANCISCO Q. SANCHEZ ELEMENTARY SCHOOL PROPERTY.	1/23/25 1:17 p.m.	1/31/25	Committee on Finance and Government Operations				



October 30, 2025

OFFICE OF THE SPEAKER
FRANK F. BLAS JR.

The Honorable Frank Blas, Jr.
Speaker, 38th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

OCT 31 2025

Time: 9:33 AM
Received: [Signature]

Dear Speaker Blas,

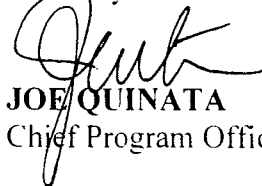
On behalf of the Board of Directors of the Guam Preservation Trust, I write to request to meet with you and your colleagues to revisit the discussions for the legislature to act to save the historic F.Q. Sanchez School Facility by appropriating the second phase of additional funds to complete its rehabilitation.

Initially, P.L. 36-82 provided \$3.5 million dollars for the rehabilitation's cost of \$7 million. Currently, GPT understands that Senator Parkinson introduced Bill 40-38 to assist GPT meet this remaining amount.

We are now looking for your leadership and guidance in determining if this bill or another legislative mechanism that accomplishes its effect can be acted by this legislature in the next legislative session. Current rehabilitation work funded by P.L. 36-82 is nearly complete and the project needs the remaining critical funds to complete the project and return the historic structure to the Municipality of Humåtak.

In this regard, I respectfully request to meet with you and your colleagues to see how we can save this historic structure for our island and especially the residents of Humåtak who hold the structure and its shared community stories. I appreciate our great working relationship and look forward to working with you and your colleagues to complete this project.

Sincerely,


JOE QUINATA
Chief Program Officer

Attachments

- C The Honorable Shelly Calvo, Legislative Oversight Chair
- The Honorable Chris Duenas Chair, Committee on Finance and Government Operations
- The Honorable William Parkinson, Bill 40-38 Sponsor
- The Honorable Johnny Quinata, Mayor of Humåtak

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ITEM 5.1.

CHIEF PROGRAM OFFICER ANNOUNCEMENT

Hafa Adai Guam Preservation Trust Board of Directors, Staff, Stakeholders, and the People of Guam,

Si Yu'os ma'åse' for the decades of our shared passion to preserve and protect Guam's heritage. Last year, I expressed my wish to retire from the Guam Preservation Trust. After much thought, I am submitting this official letter to notify you that effective June 1, 2026, I will end my employment with the Trust.

In 1992, I opened the doors to the Guam Preservation Trust with great enthusiasm and candor, helping to start the preservation movement on our island. We introduced historic preservation to the people of Guam through a number of community engagements and grassroots heritage projects. In 1995, I left the Trust, returning ten years later with a burning passion to bring this preservation movement into homes, schools, and communities.

Among our greatest achievements include our work with our partners to save places that matter to our communities, supported and funded heritage programs and projects, participated in policy making at the local and national level, and most importantly, rallied educators to participate in the teaching and learning of Guam's history and culture to our school-aged youth. Through our work together, we showcased and shared Guam's preservation movement with regional, national, and international preservation communities, establishing invaluable partnerships, building a truly marvelous network.

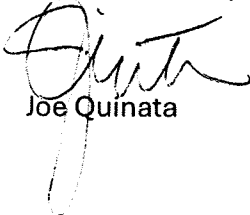
These relationships have only helped us in achieving our true vision of linking preservation with our island's rich cultural heritage through education, cooperation, and advocacy in a movement that finds shared responsibility among government leaders, private businesses, and our local community.

Know that I will truly miss the friends I have made in this preservation family who have supported our movement in past projects and continue to support us as we bring this passion into the future. To the owners of historic homes, grassroots organizations, educators, professors, students, architects, engineers, archaeologists, historians, construction contractors, government agencies, village mayors, Guam senators, governors, and most importantly, the residents of Guam, I extend the deepest and most heartfelt si Yu'os ma'åse. It has been the honor of a lifetime to work alongside all of you in helping to make this vision a reality.

My experience at the Trust has instilled a collective wisdom of historic preservation that I have shared with many. Know that although I may no longer be working at the Guam Preservation Trust, my work in cultural and historic preservation will never end.

As my elders would say "*Nihi ta na' mâolek mo'na*" – *lets make it better forever!*

Si Yu'os Ma'åse',



Joe Quinata

ITEM 5.2.

RESTORATION OF THE GEORGE FLORES HOUSE

**Addenda
to
Grant Agreement
GRANT14464484**

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>			\$ 18,852.00		\$ 18,852.00
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Equipment</i>					\$ -
<i>Supplies</i>					\$ -
<i>Contractual</i>		\$ 36,000.00			\$ 36,000.00
<i>Construction</i>		\$ 1,891,850.00		\$ 558,322.00	\$ 2,450,172.00
<i>Other</i>				\$ 7,400.00	\$ 7,400.00
<i>Indirect Costs</i>					\$ -
Total	\$ -	\$ 1,927,850.00	\$ 18,852.00	\$ 565,722.00	\$ 2,512,424.00

2. Addendum to Article IV - Statement of Work

The Statement of Work, to be performed in areas with an eligible major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, as determined eligible in the National Historic Preservation Act (NHPA) (54 U.S.C 300101 et. seq.), and in the Historic Preservation Fund Grants Manual, is further defined to include:

1. Preservation and repair of the George Flores House, a contributing resource to the Inarajan Village Historic District, at Lot 62 R-1 Block 6 (corner of San Jose Avenue and Benny San Nicolas Flores Street), Inalåhan, Guam 96915 to address disaster-associated damage to include:
 - i. Exterior envelope repairs, to include:
 1. Roof repairs.
 2. Porch repairs.
 3. Wooden window and door repairs.
 4. Exterior wall repairs.
 5. Exterior stair repairs.
 - ii. Interior repairs, to include:
 1. Wood floor repairs.
 2. Wood structural repairs.
 - iii. Architectural, engineering, archeological monitoring, and project management services.

2. All section 106 & 110 responsibilities will be conducted in accordance with the Nationwide Programmatic Agreement for Cultural Resources Grants and Financial

Assistance (CRFA PA). If any projects funded through this grant also intend to pursue Federal Historic Preservation Tax Incentives, NHPA grant compliance should be completed prior to submitting to the NPS for Tax Incentives review to streamline the process as much as possible. That compliance review and indication that the project is also a NPS grant should be clearly noted in any correspondence with NPS.

3. NPS review and approval of all work undertaken on the resource(s) during the period of performance, including activities funded by non-Federal sources, is required prior to commencement of said work. This includes the design, materials, and methods to be utilized, as well as consultant and contractor qualifications.

3. Addendum to Article IX – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:
 - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions).
 - ii. Selected consultant and/or contractor qualifications (prior to signing contracts).*
 - iii. Draft architectural and engineering plans and specifications at 75% completion to initiate Section 106 and 110 Review and Consultation, and for NEPA review and Tribal Consultation, as applicable (See Requirements for National Historic Preservation (NHPA) Compliance).
 - iv. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance).
go.nps.gov/HPF-NEPA
 - v. Draft project sign (see Requirement for Project Sign & Public Notification).
 - vi. Draft preservation easement/covenant (see Easement/Covenant Requirement).

*All consultants and contractors engaged to provide services to the grantee must be selected according to procurement requirements as described in 2 CFR 200 and the HPF Grants Manual, and their qualifications approved by NPS prior to engagement.

2. The Final Report must be submitted digitally and include:
 - i. Before and after images of the project.
 - ii. Copy of the executed covenant or easement.
 - iii. Photo of the installed required project sign.

- iv. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable.
- v. Final architectural and engineering plans and specifications at 100% when complete for NPS/SHPO/THPO approval and final grant record.
- vi. Submitted via Grant Solutions:
 - 1. SF-425 Federal Financial Report.
 - 2. Complete drawdown history report from ASAP.gov.
 - 3. Final Performance Progress Report.

New Grant Submissions

	APPLICANT	TITLE	AMOUNT	DESCRIPTION
1	Piti Municipal Planning Council	I Rikesan I Tasi	\$ 14,837.80	A sea festival scheduled for April 18 & 19.
		A Piti Sea Festival		First ever fisherman's swap meet
				Events include: fishermen can sell, trade, buy fishing
				supplies; a mini regatta and canoe challenge;
				traditional fishing demonstrations, static display, marine life
				touch tanks, free kayak rides, kelaguen competitions
				mangrove and snorkeling tours
2	Brian Muna	Maila Halom-	\$ 59,300.00	30 minutes documentary on the tradition of the talaya;
		Preserving the tradition		3 film screenings will take place on Guam, Colorado & UK
		of the Talaya		3 talaya workshops on Guam
3	University of Guam	2026 Inacha'igen	Not provided	Annual CHamoru Language Competition
	(sponsorship request)	Fino CHamoru		
4	St. Joseph Parish	Structural Assesment	\$ 87,000.00	Structural assessment
	Letter of Intent	of St. Joseph Church		
5	Inetnon Gefpago	Courting Our Roots:	\$ 25,000.00	Documentary and performance of focused on Chamoru
		CHamoru Courtship		courtship and marriage
		& Marriage Traditions		
6	Jorge Emmanuel	National History Day	\$20,000.00	Airfare travel to Maryland to compete in National History Day
	Guam Society of History			
	& Culture			
	(sponsorship request)			

ITEM 6.1.a.
YTD BALANCE

GUAM PRESERVATION TRUST ACCOUNTING SUMMARY For Period Ending January 31, 2026

	PROJ #	BOARD APPROVED	YTD EXPENSE	BALANCE
ADMIN & OPERATIONS		\$ 935,268.44	\$ 266,796.75	\$ 668,471.69
BOARD FUNDED INITIATIVES				
Capital Campaign	BP17-10	\$ 20,000.00	\$ 266.25	\$ 19,733.75
Teaching with Historic Places	BP15-16	\$ 14,400.00	\$ 13,947.50	\$ 452.50
Motion to increase 12/17/25 \$15,000		\$ 15,000.00	\$ -	\$ 15,000.00
Board Orientation	BP20-11	\$ 800.00	\$ -	\$ 800.00
Malesso Revitalization Plan	BP23-07	\$ 65,000.00	\$ -	\$ 65,000.00
So We Leapt-Para I Hinanao-ta Mona	BP25-06	\$ 10,000.00	\$ 10,000.00	\$ -
Guam Archaeological Tech Training	BP25-03	\$ 500.00	\$ -	\$ 500.00
Outdoor Hotnu	BP25-02b	\$ 500.00	\$ -	\$ 500.00
SUB-TOTAL		\$ 1,061,468.44	\$ 291,010.50	\$ 770,457.94

ETHNOGRAPHY & ORAL HISTORY				
SUB-TOTAL		\$ -	\$ -	\$ -

REPAIR, REHABILITATION, RESTORATION AND RENOVATION				
FQ Sanchez PL36-82 funding	HS23-04	\$ 3,500,000.00	\$ 2,503,988.33	\$ 994,591.55
Change Order 1			\$ 1,420.12	
Board motion 8/9/2023		\$ 499,297.95	\$ -	\$ 499,297.95
Baptist Church - Fencing	HS23-01	\$ 15,000.00	\$ 7,943.80	\$ 7,056.20
Baptist Church Structural Assessment	BP24-02	\$ 26,768.00	\$ 16,950.40	\$ 9,817.60
Baptist Church - Land Survey		\$ 8,920.00	\$ -	\$ 8,920.00
SUB-TOTAL		\$ 4,049,985.95	\$ 2,530,302.65	\$ 1,519,683.30

ARCHAEOLOGY RESEARCH				
FQ Sanchez Archaeological Monitoring	HS23-02	\$ 30,000.00	\$ 31,339.12	\$ 17,774.16
Amendment 1 6/11/25 Motion		\$ 13,850.12	\$ -	
Amendment 2 6/11/25 Motion		\$ 5,263.16	\$ -	
SUB-TOTAL		\$ 49,113.28	\$ 31,339.12	\$ 17,774.16

PUBLIC INTERPRETATION AND PRESENTATION				
National History Day	GPTG24-01	\$ 30,300.00	\$ 30,258.48	\$ 41.52
SUB-TOTAL		\$ 30,300.00	\$ 30,258.48	\$ 41.52

ARCHIVAL RESEARCH				
Guam Rock Art Phase II	GPTG25-01	\$ 17,075.00	\$ 13,660.00	\$ 3,415.00
SUB-TOTAL		\$ 17,075.00	\$ 13,660.00	\$ 3,415.00

ARCHITECTURAL RESEARCH				
FQ Sanchez A & E	HS15-01	\$ 208,054.00	\$ 207,554.00	\$ 500.00
Amendment 1		\$ 35,608.00	\$ 35,608.00	\$ -
Amendment - Update for permitting		\$ 51,913.00	\$ 50,123.69	\$ 1,789.31
Amendment 2		\$ 189,450.00	\$ 188,950.00	\$ 500.00
Archb Flores Hse A&E (nte \$150,000.00)		\$ 145,818.90	\$ -	\$ 145,818.90
SUB-TOTAL		\$ 630,843.90	\$ 482,235.69	\$ 148,608.21

HISTORIC PROPERTY DOCUMENTATION & REGISTER NOMINATION				
SUBTOTAL		\$ -	\$ -	\$ -
GRANTS AWARDED TO GPT				
Take Care Heritage/Health Comm	BP19-04	\$ 3,000.00	\$ 2,877.16	\$ 122.84
Pacific Pres Technology - DOI	BP19-10	\$ 94,801.00	\$ 94,451.00	\$ 350.00
World Heritage Workshop - DOI	BP19-14	\$63,217.00	\$ 61,390.67	\$ 1,826.33
Esoriata - Hinanao-ta Exhibit				
Atantano Heritage Preserve - DOI	BP21-05	\$ 200,000.00	\$ 167,301.65	\$ 32,698.35
Plant Inventory \$49,999				
Cultural Resource Inventory \$115,766				
Conceptual Design \$32,698.38				
I Hinanao-ta Exhibit (GU Museum)	BP21-06	\$ 33,599.25	\$ 25,043.25	\$ 8,556.00
GEDA - Refurbishment of 8 Cannons Repurposed to Historic Revitalization Festival & Plaza Cleanup	BP25-05a	\$ 25,000.00	\$ 21,871.27	\$ 3,128.73
Dept. of Navy - Hila'an Survey/Appraisal	BP22-03	\$ 150,000.00	\$ 17,350.99	\$ 17,150.01
Micronesia Appraisal \$15,500.00				
DCA - Survey \$124,499.00			\$ 115,499.00	
Modification #3		\$ 200,000.00		\$ 200,000.00
Attorney General - Education/ Cooperation/Advocacy Programs	BP23-01	\$ 200,000.00		\$ 11,351.62
Onra Summit \$41,800.00			\$ 37,292.96	
Historic Revitalization Fest \$8000.00	BP25-05b		\$ 500.00	
Transmitting Anecdotes Legends Experiences & Stories - \$5500.00	BP25-01b		\$ 3,456.42	
Tax Credit Workshop \$5400.00 Motion to increase 12/11/25 \$10,000			\$ -	\$15,400.00
SHOP \$25,000.00				\$ 25,000.00
Hasso Yan Onra: Sumay \$50,750.00			\$ 40,600.00	\$ 10,150.00
Remembering the Forgotten \$20,000			\$ 5,000.00	\$ 15,000.00

GRANTS AWARDED TO GPT (continued)				
Gef Pago Rehabilitation \$36,249.00			\$ 18,124.50	\$ 18,124.50
Historic Lujan House Repairs- DOI	HS24-01	\$ 250,000.00	\$ -	\$ 250,000.00
Transmitting Anecdotes Legends	BP25-01	\$10,000.00	\$ 8,043.32	\$ 1,956.68
Experiences & Stories (CAHA)				
Outdoor Oven/Hotnu revitalizaton	BP25-02	\$ 6,000.00	\$ 6,000.00	\$ -
Workshop -HPEF Grant				
Capitol Kitchen, FHB, Bankpacific		\$ 2,000.00	\$ 1,271.22	\$ 728.78
2nd Annual Archaeo Tech Seminar -IARII	BP25-03	\$ 2,500.00	\$ 2,480.40	\$ 19.60
Historic Pres Tax Credit Wkshp -NTHP	BP25-04	\$ 5,000.00	\$ -	\$ 5,000.00
GVB-Historic Revitalization Festival	BP25-05c	\$ 10,000.00	\$ 10,000.00	\$ -
SUB-TOTAL		\$ 1,255,117.25	\$ 638,553.81	\$ 616,563.44
TOTAL OBLIGATED FUNDS		\$ 8,029,172.26	\$ 4,284,157.00	\$ 3,745,015.26

CURRENT FUND BALANCES			Balance as of
<i>Bank of Guam Checking</i>		\$ 469,587.35	1/31/2026
<i>Bank of Guam Trust</i>		\$ 28,716.64	1/31/2026
<i>Merrill Lynch</i>		\$ 643,147.33	1/31/2026
<i>RBC Capital Markets LLC</i>		\$ 1,402,550.96	1/31/2026
<i>Charles Schwab</i>		\$ 2,090,444.35	1/31/2026
SUB-TOTAL		\$ 4,634,446.63	
RESERVED FOR GRANTS & PROJECTS			\$ 889,431.37

PROJECTS IN QUEUE	
<i>San Nicolas House - Construction</i>	\$ 920,000.00
<i>Rosario House - Construction</i>	\$ 1,265,000.00
<i>George Flores House - Rehab</i>	\$ 1,172,036.25
<i>Agana Basilica Bell Tower</i>	\$ 150,000.00
<i>Inalahan Baptist Church</i>	\$ 2,000,000.00
<i>FQ Sanchez</i>	\$ 3,500,000.00
TOTAL	\$ 9,007,036.25

GPT FY2026 ADMINISTRATION & OPERATIONS							
EXPENDITURES	APPROP	OCT	NOV	DEC	JAN	YTD EXP	BALANCE
PERSONNEL							
CPO	\$ 99,412.51	\$ 10,924.44	\$ 7,282.96	\$ 7,296.96	\$ 7,465.04	\$ 32,969.40	\$ 66,443.11
Office Manager, Financial Services Coordinator	\$ 80,455.52	\$ 8,841.27	\$ 5,894.18	\$ 5,894.18	\$ 6,041.53	\$ 26,671.16	\$ 53,784.36
Senior Program Officer	\$ 61,589.70	\$ 6,768.09	\$ 4,512.06	\$ 4,512.06	\$ 4,624.86	\$ 20,417.07	\$ 41,172.63
Senior Development Officer	\$ 59,948.82	\$ 6,587.79	\$ 4,391.86	\$ 4,391.86	\$ 4,501.65	\$ 19,873.16	\$ 40,075.66
Program Officer	\$ 47,250.00	\$ 5,192.31	\$ 3,461.54	\$ 3,461.54	\$ 3,548.08	\$ 15,663.47	\$ 31,586.53
Program Officer	\$ 47,250.00	\$ 5,192.31	\$ 3,461.54	\$ 3,461.54	\$ 3,548.08	\$ 15,663.47	\$ 31,586.53
Administrative Assistant	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Performance Incentives total \$37,352.70 \$18,852.71 (adjusted gross salaries 5% increase & \$15,227.17 bonuses)	\$ 18,500.00	\$ -	\$ -	\$ -	\$ 15,227.17	\$ 15,227.17	\$ 3,272.83
FICA	\$ 32,440.12	\$ 3,328.23	\$ 2,219.05	\$ 2,219.05	\$ 2,274.29	\$ 10,040.62	\$ 22,399.50
Insurance	\$ 150,000.00	\$ 7,917.00	\$ 7,917.00	\$ 8,655.00	\$ 8,655.00	\$ 33,144.00	\$ 116,856.00
Wkms Comp	\$ 850.00	\$ 852.67	\$ -	\$ -	\$ -	\$ 852.67	\$ (2.67)
Retirement	\$ 18,852.69	\$ 1,476.00	\$ 984.00	\$ 968.00	\$ 1,522.74	\$ 4,950.74	\$ 13,901.95
Life Insurance	\$ 1,500.00	\$ 218.22	\$ 145.48	\$ 145.48	\$ 145.48	\$ 654.66	\$ 845.34
Utility/Comm/Insur	\$ 54,100.00	\$ 10,626.65	\$ 1,460.69	\$ 1,243.82	\$ 1,350.25	\$ 14,681.41	\$ 39,418.59
TRAVEL	\$ 15,000.00	\$ -	\$ -	\$ -		\$ -	\$ 15,000.00
EQUIPMENT	\$ 9,480.00	\$ -	\$ -	\$ -	\$ 1,419.94	\$ 1,419.94	\$ 8,060.06
SUPPLIES	\$ 3,000.00	\$ 194.01	\$ 600.59	\$ 412.91	\$ 37.50	\$ 1,245.01	\$ 1,754.99
CONTRACTUAL							
Accounting	\$ 30,000.00	\$ 12,441.84	\$ 549.74	\$ 5,222.54	\$ 2,948.74	\$ 21,162.86	\$ 8,837.14
Audit	\$ 32,000.00	\$ -	\$ 6,168.75	\$ -	\$ 12,278.75	\$ 18,447.50	\$ 13,552.50
Legal	\$ 7,000.00	\$ -	\$ 3,240.00	\$ -		\$ 3,240.00	\$ 3,760.00
Tech Maintenance	\$ 2,000.00	\$ 150.00	\$ 150.00	\$ 1,034.86	\$ 150.00	\$ 1,484.86	\$ 515.14
Maintenance & Landscaping	\$ 6,000.00	\$ 1,865.54	\$ 1,217.63	\$ 567.63	\$ 1,217.63	\$ 4,868.43	\$ 1,131.57
Atantano Prop Plan	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Preservation Interns	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Architect	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00
Drone Services	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Office Lease	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
VEHICLE EXPENSES	\$ 7,000.00	\$ -	\$ 140.60	\$ 85.00	\$ -	\$ 225.60	\$ 6,774.40
STIPEND	\$ 14,000.00	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 500.00	\$ 13,500.00
ADVERTISEMENT	\$ 4,076.00	\$ -	\$ -	\$ 1,008.00	\$ -	\$ 1,008.00	\$ 3,068.00
POSTAGE	\$ 460.00	\$ -	\$ -		\$ -	\$ -	\$ 460.00
DUES/SUBSCRPTN	\$ 1,450.00	\$ 861.55	\$ -	\$ 24.00	\$ -	\$ 885.55	\$ 564.45
MISCELLANEOUS	\$ 7,153.08	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 5,653.08
SUB-TOTAL		\$ 83,437.92	\$ 53,797.67	\$ 52,354.43	\$ 77,206.73	\$ 266,796.75	
TOTAL	\$ 935,268.44	\$ 851,830.52	\$ 798,032.85	\$ 745,678.42	\$ 668,471.69		\$ 668,471.69

ITEM 6.1.b.
FY 2024 AUDIT –
Policy Review Committee



BURGER · COMER · & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

May 22, 2025

The Board of Directors
Guam Preservation Trust

In planning and performing our audit of the financial statements of the Guam Preservation Trust (the Trust), as of and for the year ended September 30, 2024, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We considered the Trust's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control. Accordingly, we do not express an opinion on the effectiveness of the Trust's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

During our audit, we noted the following matters that should be brought to your attention:

Board of Directors Quorum

Comment: The Trust lacked a quorum of board members after May of 2024. Actions taken without a quorum may be considered invalid and/or voidable. Operational impacts include delays in decision making and the disruption of essential functions such as approving contracts and setting/amending policies.

Recommendation: Work with all responsible parties to ensure that the replacement of board members are in place as existing members terms expire.

Saipan Office
Suite 203 MH II Building
P.O. Box 504053, Saipan, MP 96950
Tel Nos. (670) 235-8722 (670) 233-1837
Fax Nos. (670) 235-6905 (670) 233-8214

Guam Office
333 South Marine Corps Drive
Tamuning, Guam 96913
Tel Nos. (671) 646-5044 (671) 472-2680
Fax Nos. (671) 646-5045 (671) 472-2686

Palau Office
PIDC Apartment No. 11
PO Box 1266 Koror, PW 96940
Tel Nos. (680) 488-8615
Fax Nos. (680) 488-8616

Permit Fees - Due from General Fund

Comment: Public Law 36-107 restored the Trust’s entitlement to 100% of building permit fees collected, effective October 1, 2022. However, as previously reported, the quarterly remittances of permit fees from the Department of Administration (DOA) continue to be inconsistent with the actual amounts collected for the corresponding quarters. As of September 30, 2024, the Trust’s financial statements reported a gross receivable of \$1,362,484 in unpaid permit fees, nearly all of which has been reserved as an allowance for doubtful accounts. This balance includes a reduction of \$249,659, representing a recovery of previously written-off bad debt based on reconciliations between remittances and actual collections during the current year. Despite the statutory requirement for these fees to be held in a restricted account and remitted to the Trust, the reason for the continuing nonpayment remains unresolved.

Recommendation: We continue to strongly recommend that the Trust actively engage with the Department of Administration to address these ongoing discrepancies. To ensure accountability and compliance with Public Law 36-107, it is essential that the Trust, the Department of Administration, and the Department of Public Works jointly undertake a comprehensive reconciliation of the permit fees collected and remitted. Furthermore, we recommend the establishment of formalized internal control policies and procedures to strengthen oversight and ensure the accurate and timely collection and remittance of building permit fees.

Prior Year Unresolved Matters

During our 2023 audit, we identified several matters that remain unresolved and warrant repeating in the current year. Where applicable, information has been updated to reflect the impact for the year under audit. Notably, several of these unresolved issues are directly attributable to the lack of a quorum within the Board of Directors during the current year, as outlined below:

Legal Authority of Grantor

Comment: The Trust received a \$200,000 grant directly from the Office of the Attorney General of Guam (OAG) pursuant to a Memorandum of Agreement. The funding source was a settlement related to Superior Court of Guam Civil Case No. C2206-01610.

Recommendation: It is unclear whether the OAG possesses the legal authority to directly expend settlement funds in this manner. We recommend that the Trust seek formal clarification regarding the OAG’s authority to allocate and disburse such funds to ensure compliance with applicable laws and regulations.

Investment Policy/Restricted Funds

Comment: The Trust routinely receives funds that are restricted for specific purposes, either by donor stipulations or enabling legislation. As of September 30, 2024, the Trust reported approximately \$2.8 million in restricted funds, while cash and cash equivalents totaled approximately \$2.4 million. The \$400,000 difference represents restricted funds that have been invested, thereby subjecting them to market risk. Although there is no known legal prohibition against this practice, the Trust’s current investment policy does not specifically address the investment of restricted funds or the associated risk exposure.

Investment Policy/Restricted Funds, Continued

Recommendation: We recommend that the Trust take the following actions:

1. Seek clarification from applicable grantors to determine whether investment of restricted funds involving market risk is permissible under the terms of the funding.
2. Revise the Trust’s investment policy to explicitly address the treatment of restricted funds, including establishing an acceptable level of market risk and oversight mechanisms to ensure compliance.

Travel Policy

We noted several areas of concern and opportunities for improvement regarding the Trust’s travel policy, as detailed below:

1. Business First Class Travel – Lack of Documentation

Comment: A presenter at the World Heritage Workshop traveled to Guam using Business First class accommodations, funded by a U.S. Department of the Interior grant. While federal regulations allow for the purchase of the least expensive unrestricted airfare, our review of Board minutes and discussions with management revealed no documentation authorizing or justifying this upgraded travel. Accordingly, this appears to be inconsistent with the Trust’s current travel policy.

Recommendation: The Board of Directors should revise the travel policy to explicitly define the conditions under which Business First class travel is permissible. Any such travel should be pre-approved and documented in the Board’s meeting minutes.

2. Inefficient Travel to Marianas History Conference

Comment: Three individuals traveled to Saipan the day before the Marianas History Conference, which did not begin until 6:00 p.m. the following day. Given the short flight duration and lack of time zone difference, this schedule appears to be an inefficient use of Trust funds.

Recommendation: The travel policy should be amended to clarify when advance travel days are justified, including consideration of travel duration, cost-efficiency, and the nature of the event.

3. Extended Mainland Travel and Unrelated Side Trip

Comment: An individual attended two U.S. mainland conferences spaced four days apart. Between the two events, the traveler remained on the mainland and made an unrelated stop, resulting in increased airfare. While this may have avoided two round trips to Guam, the policy does not currently address personal side trips or layovers.

Recommendation: The Board should revise the travel policy to address extended travel schedules and unrelated side trips. Any travel not directly enroute to and from the official event location should be at the traveler’s personal expense and explicitly disallowed for reimbursement.

Travel Policy, Continued

4. Travel Approval Authority

Comment: Under the current policy, the Chief Preservation Officer (CPO) is authorized to approve staff-level travel, while Board approval is only required for Board members' travel. In light of increased public scrutiny, this level of discretion may lack sufficient oversight.

Recommendation: To strengthen transparency and accountability, we recommend that all travel including staff-level be reviewed and approved by the Board of Directors, with documentation of approvals included in the Board's meeting minutes.

5. Outdated Policies and Procedures

Comment: Several of the Trust's policies and procedures, including the travel policy, have not been reviewed or updated in over a decade.

Recommendation: As a matter of good governance, the Board should adopt a schedule to periodically review and update all policies and procedures to ensure alignment with current best practices and the Trust's mission.

These recommended actions aim to improve internal controls, enhance transparency, and ensure proper stewardship of public and grant funds.

We would be pleased to discuss the above matters or respond to any of your questions, at your convenience.

This communication is intended solely for the information and use of the management, and Board of Directors of the Guam Preservation Trust, others within the organization, and the Office of Public Accountability and is not intended to be and should not be used by anyone other than these specified parties.

Bruce Conus & Associates
Tamuning, Guam

ITEM 6.2.a.1.
BME – Change Order 1

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Repair of the F.Q. Sanchez School Facility Humatak, Guam	CONTRACT INFORMATION: Contract For: General Construction Date: October 18, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: September 15, 2025
OWNER: <i>(Name and address)</i> Guam Preservation Trust Historic Lujan House 157 Padre Palomo Street Hagatna, GM 96910	ARCHITECT: <i>(Name and address)</i> RIM Architects 316 Hernan Cortez Ave., Suite 300 Hagatna, Guam 96910	CONTRACTOR: <i>(Name and address)</i> BME & Sons, Inc. PO Box 24402 Barrigada, GM 96921

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


The existing contract will be descoped to keep the existing asphalt driveway at the lower level building. New concrete work for stair no. 1 will be removed from the scope as it is no longer required. The handrails/guardrails and ductworks with insulation, registers, dampers & accessories will be descoped from the contract. Additionally, the scope will be revised to include new waterproofing over the repaired roofs and install new underground plumbing work for the restrooms.

The original Contract Sum was	\$	3999297.95
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	3,999,297.95
The Contract Sum will be decreased by this Change Order in the amount of	\$	(1420.12)
The new Contract Sum including this Change Order will be	\$	3,997,877.83

The Contract Time will be increased by Two Hundred Seventy-Five (275) days.
The new date of Substantial Completion will be March 06, 2026


NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT *(Signature)*
 BY: Brent L Wiese, AIA NCARB
 LEED AP BD+C, Team
 Leader/Principal Architect


(Printed name, title, and license number if required)
 9.15.25

 Date


CONTRACTOR *(Signature)*
 BY: Bernadette P. Maranan, President

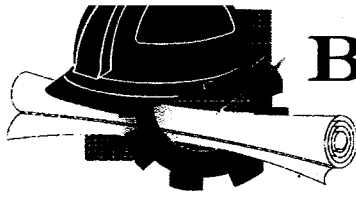
(Printed name and title)
 9/23/2025

 Date


OWNER *(Signature)*
 BY: Joseph E. Quinata, Chief
 Program Officer

(Printed name and title)
 9/23/2025

 Date



BME & SON'S INC.

GENERAL CONTRACTOR & EQUIPMENT RENTAL

September 9, 2025

Attention : Joe Quinata
Chief Program Officer

Thru : Joseph Pangelinan, AIA, GHD
Project Manager

Subject : Request for Time Extension
HS23-01 Rehabilitation of the FQ Sanchez School Facility, Humatak

Dear Joe,

We respectfully submit this formal request for a time extension to the Contract Completion Date (CCD) for the FQ Sanchez Project, considering several critical factors that have materially impacted the project schedule and scope execution.

1. Additional Work Approval Delays:

A major contributor to the delay has been the late approval of a pending Change Order that covers essential scope items, including:

- Roof waterproofing system
- Plumbing infrastructure to be installed prior to slab pouring

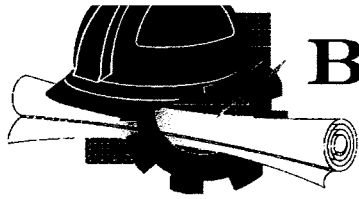
These scope elements are situated on the project's critical path, and as such, any delay in their initiation directly affects downstream construction activities and the overall schedule.

The Change Order Approval was received only on August 22, 2025, despite earlier submission. This delay has compressed available time for procurement, installation, and coordination of follow-on trades.

2. Specific Impact Areas

a. Roof Waterproofing System

P.O. Box 24402, Barrigada, Guam 96921
Tel.: (671) 632-3338 * (671) 637-5498
Fax: (671) 632-3334



BME & SON'S INC.

GENERAL CONTRACTOR & EQUIPMENT RENTAL

ENCLOSURE I

UPDATED CONSTRUCTION SCHEDULE

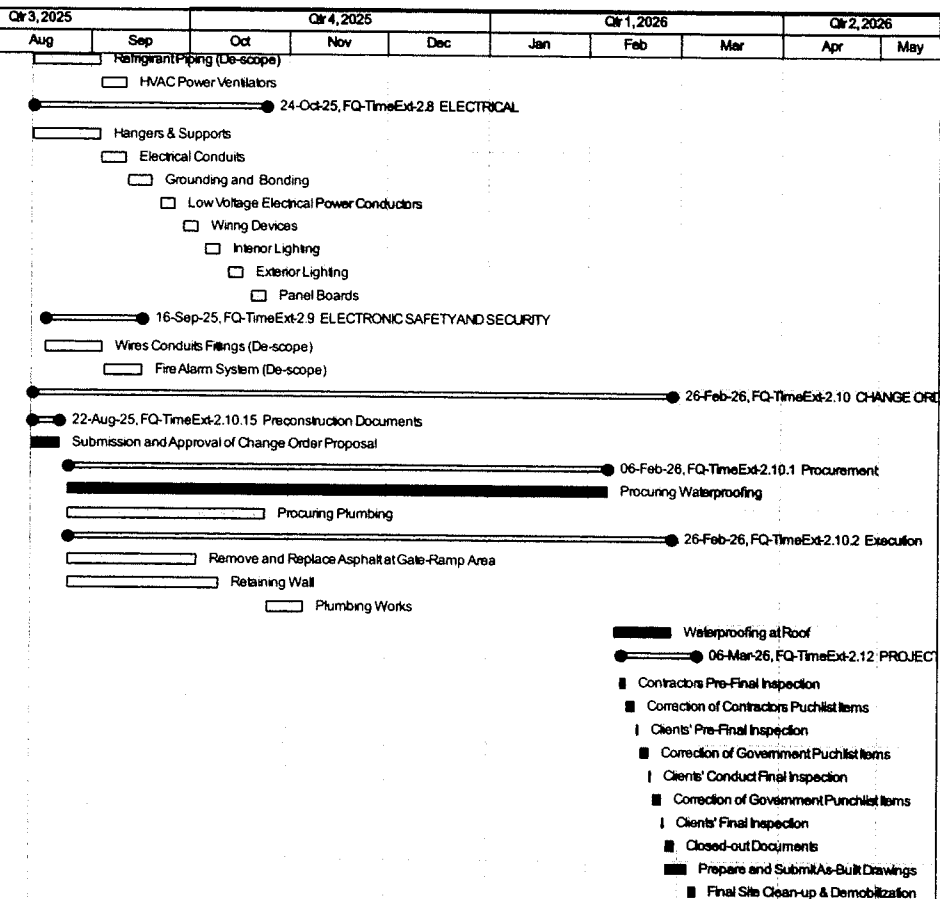
P.O. Box 24402, Barrigada, Guam 96921
Tel.: (671) 632-3338 * (671) 637-5498
Fax: (671) 632-3334

Doc. No. 38GL-26-1957.*



FQ SANCHEZ REHABILITATION PROJECT - TIME EXTENSION (Updated)

Activity ID	Activity Name	Remaining Duration	Start	Finish	Qtr 3, 2025		Qtr 4, 2025				Qtr 1, 2026			Qtr 2, 2026		
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
A1450	Refrigrant Piping (De-scope)	15	14-Aug-25	03-Sep-25												
A1460	HVAC Power Ventilators	6	04-Sep-25	11-Sep-25												
FQ-TimeExt-2.8 ELECTRICAL		52	14-Aug-25	24-Oct-25												
A1500	Hangers & Supports	15	14-Aug-25	03-Sep-25												
A1480	Electrical Conduits	6	04-Sep-25	11-Sep-25												
A1490	Grounding and Bonding	6	12-Sep-25	19-Sep-25												
A1470	Low Voltage Electrical Power Conductors	5	22-Sep-25	26-Sep-25												
A1520	Wiring Devices	5	29-Sep-25	03-Oct-25												
A1530	Interior Lighting	5	06-Oct-25	10-Oct-25												
A1540	Exterior Lighting	5	13-Oct-25	17-Oct-25												
A1510	Panel Boards	5	20-Oct-25	24-Oct-25												
FQ-TimeExt-2.9 ELECTRONIC SAFETY AND SECURITY		22	18-Aug-25	16-Sep-25												
A1560	Wires Conduits Fillings (De-scope)	14	18-Aug-25	04-Sep-25												
A1550	Fire Alarm System (De-scope)	8	05-Sep-25	16-Sep-25												
FQ-TimeExt-2.10 CHANGE ORDER		197	14-Aug-25	26-Feb-26												
A1780	Submission and Approval of Change Order Proposal	7	14-Aug-25	22-Aug-25												
A1800	Procuring Waterproofing	120	25-Aug-25	06-Feb-26												
A1810	Procuring Plumbing	45	25-Aug-25	24-Oct-25												
A1580	Remove and Replace Asphalt at Gate-Ramp Area	30	25-Aug-25	03-Oct-25												
A1610	Retaining Wall	35	25-Aug-25	10-Oct-25												
A1600	Plumbing Works	12	25-Oct-25	05-Nov-25												
A1590	Waterproofing at Roof	14	09-Feb-26	26-Feb-26												
FQ-TimeExt-2.12 PROJECT CLOSE-OUT		24	11-Feb-26	06-Mar-26												
POST1000	Contractors Pre-Final Inspection	2	11-Feb-26	12-Feb-26												
POST1020	Correction of Contractors Puchlist Items	3	13-Feb-26	15-Feb-26												
POST1030	Clients' Pre-Final Inspection	1	16-Feb-26	16-Feb-26												
POST1040	Correction of Government Puchlist Items	3	17-Feb-26	19-Feb-26												
POST1050	Clients' Conduct Final Inspection	1	20-Feb-26	20-Feb-26												
POST1060	Correction of Government Punchlist Items	3	21-Feb-26	23-Feb-26												
POST1070	Clients' Final Inspection	1	24-Feb-26	24-Feb-26												
POST1080	Closed-out Documents	3	25-Feb-26	27-Feb-26												
POST1010	Prepare and Submit As-Built Drawings	7	25-Feb-26	03-Mar-26												
POST1090	Final Site Clean-up & Demobilization	3	04-Mar-26	06-Mar-26												



Actual Level of Effort
 Remaining Work
 Baseline Milestone
 Actual Work
 Critical Remaining Work
 Milestone

Date	Revision	Checked	Approved
04-Jun-25	Contract Completion Date	M. Broqueza	R. Galang
06-Mar-26	Proposed Time Extension Schedule	M. Broqueza	R. Galang

Rehabilitation of the Historic FQ Sanchez School

Change Order No. 1

Date:

6/10/2025

Item No.	Description	Amount		Item No.	Description	Amount
2.01.06	Remove existing pavement and walkways	\$ 16,348.50		Div 07	Supply & Installtion of Cold-Fluid Applied Waterproofing	\$ 144,546.15
3.02.05	Concrete Stair 01	\$ 4,185.07		Div 22	Sewerline - Plumbing Works	\$ 20,607.80
5.01.01	Handrails & Guardrails	\$ 118,870.30				
23.03.03	Ductworks, Insulation, Registers, dampers & accessories	\$ 27,170.20				
Contract Amount						\$ 3,999,297.95
Contract Adjustment						\$ 3,997,877.83

SUMMARY OF DE-SCOPED WORKS

PROJECT NAME: FQ Sanchez School Renovations

NAME AND ADDRESS OF THE CONTRACTOR: BME & SONS, INC. - P. O. BOX 24402 GMF, Barrigada, GUAM 96921

SIGNATURE AND TITLE OF OF CONTRACTOR'S AGENT

06/05/25

REYNALADO GALANG - PROJECT MANAGER

DATE

No.	ITEM DESCRIPTION	QUANTITY		MATERIAL COST		LABOR/EQUIPMENT COST		TOTAL
		QTY	UNIT	UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT	
DE-SCOPED								
3.02	Cast-in-Place Concrete							
3.02.05	Concrete Stair 01							
	Reinforcement	(0.15)	TON	\$ 2,015.60	\$ (302.34)	\$ 2,074.10	\$ (311.12)	\$ (613.46)
	Formworks to include placement and removal	(1.00)	LS	\$ 257.16	\$ (257.16)	\$ 1,004.62	\$ (1,004.62)	\$ (1,261.78)
	Concrete, 4000 Psi	(1.17)	CY	\$ 679.19	\$ (792.39)	\$ 958.59	\$ (1,118.36)	\$ (1,910.74)
	Concrete Testing (for Stair 1)	(1.00)	EA	\$ -	\$ -	\$ 399.09	\$ (399.09)	\$ (399.09)
2.01.06	Remove existing pavement and walkways	(1,730.00)	SF		\$ -	\$ 9.45	\$ (16,348.50)	\$ (16,348.50)
5.01	Metal Fabrications							
5.01.01	Handrails & Guardrails	(1.00)	LS	\$ 111,629.86	\$ (111,629.86)	\$ 7,240.44	\$ (7,240.44)	\$ (118,870.30)
23.01	Refrigerant Piping							
23.01.02	Elastomeric Rubber Pipe Insulation, 1-inch thick		LS	\$ 36,155.08	\$ -	\$ -	\$ -	\$ -
23.03	Split-System Air Conditioners							
23.03.03	Ductworks, Insulation, Registers, dampers & accessories	(1.00)	LS	\$ 27,170.20	\$ (27,170.20)	\$ -	\$ -	\$ (27,170.20)
26.10	TELCOM							
26.10.01	Conduits & Wirings		LS	\$ 22,447.62	\$ -	\$ -	\$ -	\$ -
26.10.02	Wiring Devices							
26.10.03	Telephone outlet		PCS	\$ 16.68	\$ -	\$ -	\$ -	\$ -
26.10.04	CATV outlet		PCS	\$ 25.02	\$ -	\$ -	\$ -	\$ -
26.10.05	CATV drop		PCS	\$ 34.75	\$ -	\$ -	\$ -	\$ -
28.02	Wires, Conduits, Fittings, Supports & Associated		LS	\$ 17,753.19	\$ -	\$ -	\$ -	\$ -
28.03	FPE Review and Stamp Fee		LS	\$ 10,425.51	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT								\$ (166,574.07)

ITEM 6.2.b.

RIM Architect Contract Extension



Professional Services Agreement

Reference no: 12667739

This Professional Services Agreement (hereinafter "Agreement") is effective this 14th day of October 2025, ("Effective Date") between GHD Inc., a California corporation (hereinafter "GHD") and Guam Preservation Trust (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work. GHD shall perform the services set forth in the Scope of Work which is attached hereto as Exhibit "A". It is understood that the Scope of Work will be based on facts known and laws in place at the time of execution of this Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines specified in the Scope of Work (an "Amendment").

2. Changes in the services.

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the services shall be set forth in a written Amendment which is agreed upon and signed by GHD and Client.
- (b) Unless otherwise provided herein, GHD shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services.
- (c) GHD shall also be entitled to an Amendment setting forth an equitable adjustment to its compensation, based on standard rates for professional services and expenses, if any information provided by, or on behalf of, Client is not complete and/or accurate or, as a result of the services performed hereunder, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority.
- (d) GHD shall have no liability for any delay, and the services completion date shall be extended by the equivalent time, associated with Client's delay in executing an Amendment.

3. Payment for services.

- (a) For services rendered on a time plus expense basis:
 - (i) The fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates stated in the fee schedule are subject to revision on a periodic basis, following notice to Client. Personnel rates are all-inclusive, including overhead and profit.
 - (ii) GHD shall be reimbursed for all reasonable expenses actually incurred in connection with the services, plus reasonable markup as specified in the Scope of Work, plus reasonable travel and living expenses of GHD staff; communication and technology charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; and costs of providing and maintaining site offices, supplies, and equipment.
 - (iii) For services performed or goods supplied by GHD's subcontractors, Client shall pay GHD for the cost of such services or goods plus markup, as specified in the Scope of Work.
- (b) For services rendered on a lump sum, unit price, or fixed fee basis, Client shall pay GHD for services that are rendered on a percentage complete or task complete basis as specified in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor.
- (c) Unless otherwise agreed, GHD will invoice Client monthly for services completed. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within thirty (30) calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within thirty (30) calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within the specified time shall deem the invoice accepted by Client. Interest shall not accrue on any disputed amount.
- (d) GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within forty-five (45) calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance. GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise agreed in writing, and will provide certificates of insurance upon request to evidence such insurance:

- (a) Workers' compensation – statutory;
- (b) employers' liability – \$1,000,000 per accident/ disease/ employee (US);
- (c) automobile liability – \$1,000,000 combined single limit;
- (d) commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (e) professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data.

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, documents, site information, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). Client warrants that it owns all rights to, or otherwise has rights to use and disclose, Client Data required to meet Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free, license to use Client Data and perform all acts with respect to Client Data as necessary to perform the Scope of Work. GHD shall have no obligation to validate the content of Client Data for content, accuracy, usability or for any other purpose.
- (b) Client acknowledges that project or site information previously provided by Client (or by a third party on Client's behalf) to GHD personnel not engaged in the provision of the services hereunder shall not be deemed to have been provided to or known by GHD personnel that are engaged in the provision of the services hereunder.
- (c) Client shall review any reports, plans, designs, drawings, specifications, bids, proposals, and any other work prepared or furnished by GHD under this Agreement (the "Work Product") before it is finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the services. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to provide services that meet the standard of care established in this Agreement.
- (d) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Scope of Work, as determined by GHD:
 - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- (e) If applicable to the Scope of Work, Client shall be responsible for providing information, to the extent such information is within Client's possession, (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (f) If the Scope of Work includes subsurface digging, drilling, or other invasive work, upon GHD's review of Client Data, if any, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of the subsurface work, to the extent such work causes or contributes to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other damage, loss, or liability whatsoever; or (v) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters, unless such damage results from GHD's negligence, recklessness, or willful misconduct.
- (g) Quantities and Estimates of Cost: The parties recognize that bid quantity estimates and opinions of probable cost will be based on preliminary design calculations and past designs prepared for similar projects. Quantities and final costs determined after final design are expected to vary from preliminary estimates. Regardless of which party is providing estimates of quantities and/or opinions of probable

cost, Client will compute or independently verify the bid quantities and costs as accurately as possible and will estimate the anticipated tolerance for each item. Client will be ultimately responsible for the determination of quantities and costs to be included in the proposal and shall determine the appropriate amount of contingency to include in its proposal to cover variations in quantities and other risk factors. GHD will consult with Client in this endeavor to the extent desired by Client.

- (h) Client agrees that GHD may use Client Data to add insight, analytics, and data science to the services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure, Amazon Web Services, etc.) and which may be transmitted to or stored outside the County or origin, subject to applicable laws.
- (i) Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Data"). Client agrees that all right, title, and interest in Aggregated Data, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Data for any business purpose, during and after the term of this Agreement.

6. Confidentiality. During the term of this Agreement and for a period of two (2) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law). GHD shall not disclose any Confidential Information relating to Client to any third parties other than employees, subcontractors, or agents of GHD without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. "Confidential Information" includes, without limitation, whether received from or on behalf of the Client, whether marked or not; (i) any information constituting a trade secret under applicable law, (ii) non-technical information relating to the past, present or future business affairs of the Client such as pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, future business plans, (iii) technical information including patent, copyright, trade secret, and other proprietary information. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any Confidential Information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the Confidential Information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents.

7. Independent contractor and subcontracting. The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

8. Site access and safety. Client shall provide right of entry and safe access and necessary permissions for GHD, its representatives, and its subcontractors to perform the services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD, its representatives, and its subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner, as well as those of Client with respect to Client's facilities, which may be imposed upon GHD as a condition of its right of entry. If access to the project site is required to perform the services and such access does not comply with applicable Client approved safety plans, regulations, and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

9. Hazards, materials, and samples.

- (a) Unless otherwise stated in the Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which the services are to be performed by GHD or its subcontractors. Client warrants that it will make full and accurate written disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site prior to the commencement of the services.
- (b) If Hazardous Conditions are discovered by GHD during the performance of the services which it could not have reasonably discovered prior to the commencement of the services and if the existence of such Hazardous Conditions materially changes the nature or performance of the services or responsibilities at the project site, Client and GHD shall execute an Amendment to address such changes. If the Parties are unable to agree on an Amendment within thirty (30) calendar days, the Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement. The Parties

expressly agree that, unless otherwise specified in the Scope of Work, the discovery of the presence of mold, asbestos, or lead-based paint will constitute a changed condition enabling GHD in its sole discretion to terminate its provision of services if GHD and Client are unable to renegotiate the Scope of Work in a timely manner. GHD will notify Client as soon as practicable should GHD encounter unanticipated hazardous or suspected hazardous materials or conditions.

- (c) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the gross negligence or willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims against or liability of GHD in relation to preexisting conditions on the project site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner, operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.
- (d) In the event GHD performs sampling on behalf of Client, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in the Scope of Work, GHD shall not assume title to any samples taken on behalf of Client.

10. Standard of care. GHD represents that the services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any services which fail to conform to the standard of care established in this Section.

11. Indemnity and liability.

- (a) Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services.
- (b) Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.
- (c) The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION; GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE AGREEMENT VALUE.

CLIENT'S LIABILITY TO GHD (NOT INCLUDING PAYMENT OBLIGATIONS), INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND CONTRACTORS, WILL BE LIMITED TO \$1,000,000.

THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.

- (e) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, AND/OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION OR THE LOSS

OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 11(E) THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

- (f) GHD liability for delay related damages, including owner imposed liquidated damages, shall be limited to those resulting directly from GHD negligent failure to perform in accordance with the mutually agreed upon schedule. Further, GHD liability for delay related damages shall be subcapped at 10% of the fees paid to GHD, such subcap failing within and reducing the overall limit of liability.

12. Intellectual property.

- (a) GHD's Work Product is deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a non-exclusive, non-transferable, non-sublicensable, license to use the Work Product or make and retain copies for information and reference, to effectuate to the purpose contemplated by the Scope of Work. Any reuse or modification of the Work Product without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability to GHD and Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's such unauthorized use.
- (b) Client acknowledges that inventions, works, products, software, copyrights, patents, derivative works, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, moral rights, publicity rights, and privacy rights and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD whether or not related to the Scope of Work (hereinafter the "Background IP") shall remain the property of GHD. To the extent that any Background IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the Background IP solely with respect to the purpose contemplated by the Scope of Work.

13. Termination.

- (a) Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided thirty (30) calendar days advance written notice of the termination. Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination, including but not limited to costs to cancel or suspend subcontracts, and other related close-out costs.
- (b) GHD may terminate its obligations pursuant to this Agreement under the following circumstances:
 - (i) In the event of a breach or default of any obligation by Client, except non-payment of disputed amounts, or as otherwise provided for in this Agreement;
 - (ii) If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or
 - (iii) In the event Client (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.
- (c) If either circumstance described in Section 13(b)(i) or 13(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within thirty (30) calendar days of such notice the circumstances described in Section 13(b)(i) or 13(b)(ii) above have not been remedied or cured, GHD may terminate this Agreement hereunder. In the event of termination, GHD shall be paid for services performed prior to the effective date of termination plus reasonable termination expenses.

14. Dispute resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general

jurisdiction where the project site is located. IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit. Client shall have the right, upon reasonable advance notice, to audit records associated with the services performed and the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

16. Force majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the Party claiming suspension.

17. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by prepaid overnight express delivery service, or by registered or certified mail with postage prepaid and return receipt requested, or when sent by email and upon the receipt by the sending party of written confirmation by the receiving party, provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation, to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD	Client
Attention:	Brent L Wiese	Mr. Joseph E. Quinata
Address:	316 Hernan Cortez Ave., Ste 300, Hagåtña, Guam 96910	P.O. Box 3036, Hagåtña, Guam 96932
Email:	brent.wiese@ghd.com	jqpreservation@guam.net
Telephone:	671-300-8468	671-472-9439

18. Miscellaneous.

- (a) **Third party beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) **Municipal advisor rule.** GHD's services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.
- (c) **Reliance.** GHD's Work Product shall not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Scope of Work. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.
- (d) **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
- (e) **Successors and assignment.** Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this

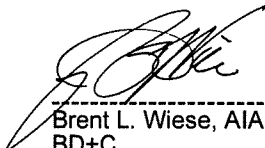
Agreement, which assignment may be effected without any prior notice or action on the part of GHD provided that GHD shall give notice of such assignment to Client as soon as reasonably practicable. Client agrees to execute and deliver any documents as may be reasonably requested to evidence consent to such assignment.

- (f) **Conflict of Interest.** GHD and its Related Entities are engaged by a wide variety of clients, some of whom may be competitors, suppliers, or customers of Client, or other parties with conflicting legal and/or business interests to Client, including, without limitation, in relation to the services provided to Client by GHD. In accordance with applicable professional standards, and except as set out below, GHD will not use any confidential information regarding Client in connection with its engagements with other clients and will establish safeguards to manage conflicts, which may include, in GHD's reasonable discretion, the use of separate personnel and data access controls. Client further agrees that GHD may, in its sole discretion, disclose the fact or general nature of its engagement for Client to (i) internally to Related Entities in order to check against potential conflicts of interest, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual for GHD to act for such entity or individual, or for Client, in connection with this Agreement or any future engagement.
- (h) **Severability and survival.** The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.
- (i) **Governing law.** This Agreement shall be governed by the laws of the State in which the project site is located.
- (j) **No Construction or adverse inference.** The Parties have been provided an opportunity to negotiate the terms of this Agreement. The terms and conditions contained therein shall not be construed in favor of or against any Party.
- (k) **Authority to sign.** Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (l) **Entire agreement.** This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD
GHD Inc.

Client



Brent L. Wiese, AIA NCARB LEED AP
BD+C
Principal Architect/Team Leader,
Guam

Mr. Joseph E. Quinata
Guam Preservation Trust, Chief
Program Officer

Date: _____

APPROVED AS TO FORM



Vanessa Williams Cruz
Guam Preservation Trust, Legal
Counsel

Date: 10/29/2025



EXHIBIT A

October 14, 2025

Mr. Joseph E. Quinata
Chief Program Officer
Guam Preservation Trust
PO Box 3036
Hagåtña, GU 96932

Re: **F.Q. Sanchez School Renovation; Extended Construction Contract
Administration, Humåtak, Guam
Project Number: RM144067.03**

Dear Mr. Quinata,

We are pleased to present you with this Scope of Work and Fee Proposal to provide extended professional construction contract administration services for the F.Q. Sanchez School Renovation project located in Humåtak, Guam.

Project Description

The project is located in Humåtak, Guam. The site is situated at the foot of the hills, along San Dionisio Drive, looking out Humåtak Bay.

GHD previously provided design and document services for the purposes of obtaining building permits and for construction, and construction contract administration services for work done to date.

Upon additional funding to complete the project construction, we will extend our construction contract administration services for the remaining work on the project. We are thrilled to offer our services to participate in the next steps and watch over the renovation of a significant historical building.

Construction Contract Administration:

The temporary cession of site construction and the extended construction period creates more effort for the design team. Although some of the CAA work is not impacted on timing (i.e. submittal review), other work is directly tied to the schedule. The effort described here is to extend the Construction period from June 2025 to June 2026, an additional year. As we anticipate some slow time (waiting for funding), we are calculating only 9 months of extended services. We will provide the following extended Construction Contract Administration services:

- Additional Project Coordination Meetings with the Contractor and Owner's Representatives, twice a month.

→ **The Power of Commitment**

- Additional site visits, twice a month to review progress on site, provide reports with photographs.
- Additional review and responses to contractor RFI's.
- Additional review and process of Change Order Proposals
- Additional Requests for Substitutions
- Additional Contractor pay applications
- Additional Punch List work review.

Duration: We anticipate the extended Construction period to be one year.

Client Responsibilities

The Client will maintain the Owner/Contractor relationship as described in the AIA Document A201.

Professional Fees & Schedule

Construction Contract Administration Fees, inclusive of GRT:

TOTAL ARCHITECTURAL FEE: \$ 26,528

Any printing would be considered as reimbursable expense, with 10% markup of the actual costs, and not included in the fees above.

Additional services above and beyond the written scope of work contained in the Proposal shall be billed at GHD's current hourly rates or an agreed upon lump sum fee. Additional services shall be approved in writing prior to commencement of said services.

In recognition of the relative risks and rewards of the project to both the Client and GHD, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, GHD's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause, shall not exceed the amount of the fee. Client agrees to indemnify and hold harmless GHD for all liabilities in excess of that amount. GHD will maintain worker's compensation insurance and general liability insurance as required by law. GHD does not extend additional warranties or liability limitations above and beyond those noted above for each individual GHD consultant associated with the proposal of services.

Exceptions

The following are selected conditions which may be desired at a future stage but are not included in this proposal. We welcome discussions to complete these items should you desire. This list is not intended to be comprehensive and is provided as a subset of possible conditions.

- A. Bidding
- B. Geo-technical Investigation and Recommendations
- C. Site Surveying
- D. Design and Engineering Services
- E. Hazardous materials / Biological Vector Investigation and Mitigation
- F. Ordnance Investigation and Mitigation
- G. Radon Investigation and Mitigation
- H. Cultural, Historical, and Biological Resource Investigation and Mitigation

- I. Submission of Application for Permit
- J. Permit and Utility Development Fees
- K. Cost Estimating
- L. LEED Compliance
- M. Commissioning
- N. Furniture, Finishes, and Equipment Selection and Procurement Services
- O. Redesign fees due to Value Engineering
- P. Utility Company Clearances
- Q. GEPA Permit Documents; SWPPP, EPP, NOI, and Solid Waste Management Program

As this is an extension of services, terms of the previous agreements still apply.

In providing opinions of probable cost construction cost, the Client understands that GHD has no control over the costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of GHD's qualifications and experience. GHD makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

In recognition of the relative risks and rewards of the project to both the Client and GHD, the nature of this work, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, GHD shall not be liable to the Client for liquidated damages.

This Proposal serves as "*Exhibit A*" as referenced in the accompanying *GHD Professional Services Agreement*.

Conclusion


We trust that this proposal has adequately summarized the project parameters and the subsequent efforts. If you have any questions, please do not hesitate to contact us and we will provide clarification.

This proposal shall be valid for a period of sixty (60) days from the date of proposal submittal.

Upon authorization, we will proceed with the scope of work detailed above unless notified of any changes in writing. Please endorse and return one copy of this proposal.

Thank you for the opportunity and we look forward to working with you on this project.

Best Regards,



Brent L. Wiese, AIA NCARB LEED AP BD+C
GHD Inc.

ITEM 6.2.c.

Lujan House – RFQ for A&E Services

357 Route 8
Maite, Guam 96910

TEL: (671) 477-3556
FAX: (671) 477-3559



23 October 2025

Mr. Joe Quinata
Guam Preservation Trust
P.O. Box 3036
Hagatna, Guam 96932

Via email: jqpreservation@guam.net

Subject: Request for Quotation (RFQ), for A/E Services
Preservation Repair and Refurbishment of 1911 Jose P. Lujan House, Hagatna, Guam

Dear Mr. Quinata,

Setiadi Architects LLC (SA) is pleased to submit our revised fee proposal for the subject project, with the following details and supporting documents.

1. Project Scope: A/E Services is limited to Architectural. Engineering services are excluded.
2. All submittals (60%, Pre-Final Design & Final Construction Documents) will be electronic files, consisting of the Basis of Design, Drawings and Specifications.
3. Printing and other out-of-pocket expenses will be reimbursable.
4. Structural, Mechanical, and Electrical engineering are excluded. No structural design or repair. A/C units to be replaced in the same capacity without re-design. No electrical design. Other A/E services and specialty services such as archaeological surveys, topographic survey, landscape architecture, and any other services are excluded, and if required, will be additional services.
5. Compensation: Total \$46,200.00; please refer to the attached fee breakdown.
6. Services during construction, if required, will be additional service on T&M basis.

I hope the proposals meet all the requirements. Please contact me should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Setiadi Tan', written over a horizontal line.

John Setiadi Tan, AIA, NCARB
President

Setiadi Architects LLC, Fee Proposal

Project Name: Repair and Refurbishment of 1911 Lujan House, Hagatna, Guam

Sheet Description/Work Item		Manhours				
		Principal	PM	CADD	Admin	
A	Field Verification & Plan research		4	4	0	
B	Construction Document Phase					
	Architectural Drawings	8	73	145	0	
	Coordination & QC	8	12	0	0	
	BOD & Specifications	3	21	0	46	
	Response To Review Comments	2	8	0	0	
	Packaging & Printing		8	8	8	
		21	126	157	54	
	Rates	\$250.10	\$179.00	\$69.40	\$61.08	
	Fees	\$5,252	\$22,554	\$10,896	\$3,298	\$42,000 Total A & B \$4,200 10% profit
C	Construction Admin					\$46,200 Total Design
	Construction mtgs/observations					
	Review submittals					
	As-built drawings					
		0	0	0	0	
	Rates	\$250.10	\$179.00	\$69.40	\$73.93	
	Fees	\$0	\$0	\$0	\$0	\$0 Total C \$0 10% profit
						\$0 Total CA

Fee Summary	Design	CA	Total	
Architectural	46,200	0	46,200	SA
10% Design Management (Consultants)	0	0	0	
	\$46,200	\$0	\$46,200	Total Arch Fee
Structural	0	0	0	removed from the scope
Electrical	0	0	0	removed from the scope
Total	46,200	0	46,200	Total A-E Fee

