Outlook

Re: Messages & Communications Doc. No. 38GL-26-2865 through 2871.

From Guam Legislature Clerks <clerks@guamlegislature.gov>
Date Mon 9/14/2026 3:24 PM
To 38th Committee On Rules <committeeonrules@guamlegislature.gov>

Håfa Adai,

Received, and thank you.

Elijah Untalan
Clerks Office
I Mina'trentai Ocho na Liheslaturan Guåhan
Guam Congress Building, 163 Chalan Santo Papa, *Hagåtña*, Guam 96910
Voice: (671) 472-3465/3460 Fax: (671) 472-3524
guamlegislature.gov

From: 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Sent: Monday, September 14, 2026 3:13 PM
To: Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc: Frank Blas Jr. <speakerblas@guamlegislature.gov>
Subject: Messages & Communications Doc. No. 38GL-26-2865 through 2871.

Håfa Adai Clerks Office,

Please see attached, **Messages & Communications Doc. No. 38GL-26-2865 through 2871** for processing:

√	**38GL-26-2865**	The Guam Board of Registration for Professional Engineers, Architects and Land Surveyors (PEALS)	Board Meeting Packet for September 10, 2026*
√	**38GL-26-2866**	Guam Housing and Urban Renewal Authority	FY2025 Citizen-Centric Report*
√	**38GL-26-2867**	Judiciary of Guam	Guam Criminal Law and Procedure Review Commission Plenary Meeting Packet for September 10, 2026*
√	**38GL-26-2868**	A.B. Won Pat International Airport Authority	Board Meeting Packet for August 6, 2026*
√	**38GL-26-2869**	Department of Administration	Notice of Proposed Creation of Positions Re: Health Professional Licensing Office Board Investigator and Proposed Amendment Re: Assistant Chief Aquatic and Wildlife Resources*
√	**38GL-26-2870**	Port Authority of Guam	Revenues and Expenses Report for month ending June 30, 2025*
√	**38GL-26-2871**	Department of Revenue and Taxation	Income Tax Refund Status Report for the Month Ending August 2026*

Please retrieve Doc. No. 38GL-26-2868 and 2869 from link below:

Messages & Communications Physical Scanned Copy - Google Drive

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

Messages and Communications 38GL-26-2868*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Fri, Sep 11, 2026 at 1:52 PM
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-26-2868

38GL-26-2868	A.B. Won Pat International Airport Authority	Board Meeting Packet for August 6, 2026*

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, Hagåtña

(671)969-6456
speakerblas@guamlegislature.gov

38GL-26-2868.pdf

EXECUTED Transmittal of Minutes - August 6, 20…

On Fri, Sep 11, 2026 at 10:29 AM GIAA Official <official@guamairport.net> wrote:

Electronic Transmittal

Date:	September 3, 2026
To:	The Honorable Frank F. Blas, Jr., Speaker of the 38th Guam Legislature
From:	John M. Quinata, Executive Manager
Subject:	GIAA Monthly Board of Directors Meeting Minutes

Attachment (s):	GIAA Monthly Board of Directors Meeting Minutes Regular Meeting Minutes for Thursday, August 6 2026

X	For your information and use		For your review and action
	Per your request		For signature and return to our office
	Per our conversation		Please provide us with copy
	For your approval		For Billing Purposes

This email is being sent on behalf of the Executive Manager, John M. Quinata.
Should you have any questions or require additional information, please email via ***official@guamairport.net*** *or contact our office at* ***(671)646-0300****.*

Transmitted by:	WW

A.B. WON PAT INTERNATIONAL AIRPORT GUAM
50 YEARS
Connecting Guam to the world.
Together we fly.

P.O. Box 8770, Tamuning Guam, 96931
355 Chalan Pasaheru, Tamuning, Guam 96913
TEL (671) 646-0300
www.guamairport.com

38th Committee On Rules <committeeonrules@guamlegislature.gov> Fri, Sep 11, 2026 at 5:00 PM
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Håfa Adai,

Received, and thank you.

LIHESLATURAN GUÅHAN HAGÅTÑA

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

[Quoted text hidden]

THE GUAM LEGISLATURE

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

GIAA Monthly Board of Directors Meeting Minutes

3 messages

GIAA Official <official@guamairport.net> Fri, Sep 11, 2026 at 10:29 AM
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Electronic Transmittal

Date:	September 3, 2026
To:	The Honorable Frank F. Blas, Jr., Speaker of the 38th Guam Legislature
From:	John M. Quinata, Executive Manager
Subject:	GIAA Monthly Board of Directors Meeting Minutes

Attachment (s):	GIAA Monthly Board of Directors Meeting Minutes Regular Meeting Minutes for Thursday, August 6 2026

X	For your information and use		For your review and action
	Per your request		For signature and return to our office
	Per our conversation		Please provide us with copy
	For your approval		For Billing Purposes

*This email is being sent on behalf of the Executive Manager, John M. Quinata. Should you have any questions or require additional information, please email via **official@guamairport.net** or contact our office at (671)646-0300.*

Transmitted by:	WW

Doc Type: 38GL-26-2868
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.
September 11, 2026
Time: 10:29 AM
Received: FB

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355 Chalan Pasaheru, Tamuning, Guam 96913
TEL (671) 646-0300
www.guamairport.com

*or disclose to anyone this message or any information contained in this message (including any attachments). If you have received this message in error, please advise the sender of this error by reply e-mail, and please destroy all copies of this message (including any attachments).***

EXECUTED Transmittal of Minutes - August 6, 2026.pdf
30384K

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Fri, Sep 11, 2026 at 10:39 AM
To: GIAA Official <official@guamairport.net>

Håfa 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 Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456
speakerblas@guamlegislature.gov

[Quoted text hidden]

---

speakerblas@guamlegislature.gov <speakerblas@guamlegislature.gov> Fri, Sep 11, 2026 at 10:39 AM
To: official@guamairport.net, official@guamairport.net

Your message

To: official@guamairport.net
Subject: GIAA Monthly Board of Directors Meeting Minutes
Sent: 9/11/26, 10:29:29 AM GMT+10

was read on 9/11/26, 10:39:46 AM GMT+10

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

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

WE'RE ON IT 24/7

September 8, 2026

VIA EMAIL: speakerblas@guamlegislature.gov

The Honorable Frank F. Blas Jr.
Speaker of the 38th Guam Legislature
163 Chalan Santo Papa
Hagåtña, Guam 96910

SUBJECT: Monthly Board of Directors Meeting Minutes

Hafa Adai Speaker Blas,

Pursuant to 5 GCA §8113.1, transmitted herewith are the A.B. Won Pat International Airport Authority, Guam (GIAA) Board of Directors meeting minutes:

- Regular Meeting Minutes for Thursday, August 6, 2026

Should you have any questions or concerns, please do not hesitate to contact me.

Senseramente,

John M. Quinata
Executive Manager

Attachments
CC: Admin

38GL-26-2868
Messages and Communications
RECEIVED
COMMITTEE ON RULES
September 11, 2026
1:52 p.m.
Mario Crisostomo

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

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

WE'RE ON IT 24/7

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Thursday, August 6, 2026, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was held on August 6, 2026, and called to order by Chairman Brian J. Bamba at 3:07 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:	**Offices or Positions:**
Brian J. Bamba	Chairman
Donald I. Weakley	Board Secretary
Lucy M. Alcorn	Director
Rosie R. Tainatongo	Director
Jesse G. Garcia	Director

Directors Present:	**Offices or Positions:**
Gurvinder S. Sobti (Excused)	Vice Chairman
Doyon A. Morato (Excused)	Director

GIAA Officials:	**Offices or Positions:**
John M. Quinata	Executive Manager
Dafne Mansapit-Shimizu	Deputy Executive Manager
Jean M. Arriola	Airport Services Manager
Rolenda L. Faasuamalie	Airport Marketing Administrator
Kathrina Bayson	Supply Management Administrator
Antonio O. Laniog, Jr.	Engineering III
Kenneth McDonald	Airport Facility/Equipment Main. Superintendent
Juan S.A. Reyes, Jr.	Air Terminal Manager
Raymond T.Q. Quintanilla	Airport Operations Superintendent
Debbie C.M. Ngata	Comptroller, Acting
Fidel Q. Masga	Assistant Chief of Airport Police
William Brennan	Arriola Law Firm, GIAA Legal Counsel
Frank Santos	TMG, GIAA Consultant

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

2. APPROVAL OF AGENDA

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

Resolution No. 26-49

The Board hereby approves the agenda of August 6, 2026, regular meeting, as presented.

3. APPROVAL OF MINUTES

A. June 18, 2026, Regular Board Meeting

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

Resolution No. 26-50

The Board hereby approves the minutes of June 18, 2026, Regular Board Meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager (EM) Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

EM Quinata advised there was no Old Business to be presented.

6. NEW BUSINESS

A. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-137-2026 – Rehabilitate Terminal Building – Public Conveyance Systems Upgrade

Reference is made for Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-137-2026 – Rehabilitate Terminal Building – Public Conveyance Systems Upgrade as part of the Board's packet, which was presented by Mr. Frank Santos, GIAA Consultant. The short form for this grant is AIP 137. It is funded by the Infrastructure Investment and Jobs Act (IIJA), and specifically from the Airport Terminal Program (ATP). The grant amount is $5,336,000.

The sponsor's share is 5%, so it's a 95% FAA, 5% local share. The local share translates to about $280,842. The project scope is the partial replacement of conveyance systems. Conveyance systems include elevators, escalators, and moving walks. Properties and facilities, airport operations, and the Air Terminal Manager will be the ones prioritizing which of the units would be replaced first.

Management's request is for the Board to ratify the acceptance of AIP 137, which would include the appropriation of the $280,842 for the sponsor's share.

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

Resolution No. 26-51

The Board hereby moves to approve ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-137-2026 – Rehabilitate Terminal Building – Public Conveyance System Upgrade

B. Approval of Bond Defeasance Transaction and Related Documents

Reference is made for the Bond Defeasance Transaction and Related Documents as part of the Board's packet, which was presented by Ms. Dafne Mansapit-Shimizu (DEM). The A.B. Won Pat International Airport Authority, Guam (GIAA) continues to recover from the unprecedented financial impacts due to COVID-19, and other geopolitical factors which have had a significant effect on Guam's visitor industry. While passenger traffic has steadily improved, GIAA continues to experience financial pressures due to lower than historical passenger volumes, significant fixed operating costs, and debt service obligations associated with GIAA's capital improvement program.

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

Resolution No. 26-52

The Board hereby moves to approve the authorization for the GIAA Management to move forward with a bond defeasance in an amount not to exceed $9 million, with estimated legal, professional, and other related transaction costs of approximately $70,000, to be paid initially by GEDA and reimbursed by GIAA.

C. Approval and Award of Landscaping Design and Management Services – RFP-005-FY26

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-005-FY26, for Landscaping Design and Management Services at the Antonio B. Won Pat International Airport Authority, Guam ("GIAA").

The referenced Request for Proposal ("RFP") solicits proposals from qualified firms and/or individuals, licensed to conduct business in Guam, to provide professional landscaping services, including but not limited to the maintenance of all landscaped areas within and around airport property, as well as the assessment and design of a safe and sustainable management plan for these areas, to ensure continuous maintenance of GIAA's properties and an aesthetically pleasing environment that meets the operational requirements of an airport facility, as required by GIAA.

The RFP was publicly announced in a local newspaper on May 20, 26, and June 2, 2026. The deadline to submit proposals was extended to June 18, 2026, at 4:00 p.m.

A total of sixteen (16) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

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

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror A has met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The term of the agreement is for a period of five (5) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of seven (7) years, subject to the availability of funding.

The Landscaping Design and Management will be funded under the Properties & Facilities O&M budget.

Management recommends that the Board approve the ranking results and the contract award to Offeror A, subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

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

Resolution No. 26-53

The Board herby moves to approve the ranking results and the contract award to Offeror A, subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Offeror A is Guam Cleaning Masters Inc.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made for the Executive Manager's Report as part of the Board's packet, which was presented by EM Quinata. The report included brief updates on Passenger Flight Network for August 2026, Month over Month Schedule Changes (August 2026 vs. July 2026), Year Over Year Air Service Snapshot, Airline Updates, Facility and Infrastructure Updates, Regulatory Updates, Legislative Updates, Concession & Leases, Procurement Updates, and Announcements.

8. REPORT OF THE COMPTROLLER

Reference is made for the Comptroller's Report included as part of the Board's packet which was presented by Debbie Ngata, Acting Comptroller. Attached herewith is GIAA's Operating Results Report for the month ending June 30, 2026. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month, and year-to-date results ended June 30, 2026. A chart of the key operating results for 9 months of FY2026 ending June 30, 2026 – (in $000's).

Year-to-date Total Signatory Revenues for the month ending June 30, 2026, are below budgeted revenues by 13.9%. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are 6.7% below budget while Passenger Facility Charges are below the budget estimate by 18.4%.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by 1.9%.

Year-to-date Total Operating Revenues actual of $50.9M are 9.7% below the budget estimate of $56.3M.

Year-to-date Total Operating Expenses are below budget by 12.4%. Components of this line item include a 8.0% decrease in Personnel Service, a 16.7% decrease in Contractual Services, a 49.4% decrease in Materials & Supplies and a 0% decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of $12.5M represent a 1.9% increase over the year-to-date budgeted amount of $14.8M.

Finally, our year-to-date results for Debt Service Coverage are at 1.10 versus the requirement of 1.25.

9. EXECUTIVE SESSION

Chairman Bamba advised there was no Executive Session at this time.

10. PUBLIC COMMENTS

EM Quinata advised there was no public comments at this time.

11. ADJOURNMENT

Motion to adjourn duly made by Chairman Bamba, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 4:06 p.m.

Dated this 27th day of August 2026.

Brian J. Bamba
Chairman

Attest:

Donald I. Weakley
Board Secretary

Prepared and Submitted by:

Wana Frances C. Wintterle
Corresponding Secretary

A.B. WON PAT INTERNATIONAL AIRPORT GUAM
ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT
P.O. Box 8770
Tamuning, GU 96931
Tel (671) 646-0300
Fax (671) 646-8823
www.guamairport.com

WE'RE ON IT 24/7

BOARD OF DIRECTORS REGULAR MEETING
3:00 p.m., Thursday, August 6, 2026
GIAA CONFERENCE ROOMS 1 & 2

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

Public Notice

First Notice:	Second Notice:
The Guam Daily Post – Thursday, July 30, 2026	The Guam Daily Post – Tuesday, August 04, 2026
Notice to Media – Thursday, July 30, 2026	Notice to Media – Tuesday, August 04, 2026

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - **A.** June 18, 2026, Regular Board Meeting

4. Correspondence – None
5. Old Business – None
6. New Business
  - **A.** Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-137-2026 – Rehabilitate Terminal Building – Public Conveyance Systems Upgrade
  - **B.** Approval of Bond Defeasance Transaction and Related Documents
  - **C.** Approval and Award of Landscaping Design and Management Services – RFP-005-FY26

7. Report of Executive Manager
  - **A.** Airport Updates
  - **B.** Announcements

8. Report of Comptroller
9. Executive Session – None
10. Public Comments
11. Adjournment

A.B. WON PAT INTERNATIONAL AIRPORT GUAM
ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT
P.O. Box 8770
Tamuning, GU 96931
Tel (671) 646-0300
Fax (671) 646-8823
www.guamairport.com

WE'RE ON IT 24/7

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Board of Directors Regular Meeting
3:00 p.m., Thursday, August 6, 2026
GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET

	PRINT NAME	COMPANY/AGENCY
1.	Jenielle M.	GIAA
2.	Kathrina B.	GIAA
3.	William Brennan	Arriola Law Firm
4.	[illegible] Lawlor	GIAA
5.	Jean Arriola	GIAA
6.	Nafre M. Shimizu	GIAA
7.	[illegible] Reyes	"
8.	Jonah Benavente	Post Guam
9.	Uriah Aguon	PDN
10.	DEBBIE NGATA	GIAA
11.	Lori Cruz	GIAA
12.	Tracy Cruz	GIAA
13.	Fidel Masga	GIAA
14.	Rolenda Faasuamalie	GIAA
15.	MARVIN CRISOSTOMO	SEN. LUJAN
16.		
17.		
18.		
19.		
20.		

REQUEST FOR PROPOSAL

The Honorable Lourdes A. Leon Guerrero, Governor of Guam, and the Honorable Joshua F. Tenorio, Lieutenant Governor of Guam through the Director of the Department of Public Works (DPW) is soliciting Proposals for Professional Services for the following project:

Title	Project #	Description	Issue Date	Mandatory Pre-Proposal Meeting	Proposal Submittal Deadline	Anticipated LOI To Award
Islandwide Program Management Services	GU-THS-IPMS(007)	Engineering and program management services in support of the federally funded Guam Transportation Improvement Program	30-JUL-26	11-AUG-26	10-SEP-26	21-SEP-26

1. Sealed proposals should be submitted at the 2nd Floor, Division of Highways Building Room 201, Department of Public Works, 542 North Marine Corps Drive, Tamuning, Guam 96913, no later than 10:00 A.M., on the date specified above.
2. Please note that all Proposal documents and related Addenda can be obtained at the 2nd Floor, Division of Highways Building Room 201, Department of Public Works, 542 North Marine Corps Drive, Tamuning, Guam 96913. Submission of sealed Proposals will remain at the Department of Public Works.
3. Dates for all Projects are subject to change. Notification by Addenda will be provided in the event these dates change.
4. The Request for Proposal can be downloaded at www.guamtransportationprogram.com/contract-opportunities/request-for-proposal
5. A Mandatory Pre-Proposal Meeting will be held on the date specified above, at 9:00 A.M. via in-person and if requested, a teleconference call. Prospective proposers are encouraged to attend in-person. Items discussed during the pre-proposal teleconference will be made part of the contract documents.

/s/ Vincent P. Arriola
Director
Department of Public Works

This ad was paid for by the Department of Public Works Federal-Aid Program through funds received from the Federal Highway Administration (FHWA). Visit www.guamtransportationprogram.com to download this ad.

HELP WANTED
ELECTRICAL TECHNICIAN

Able to read and troubleshoot Control Surfaces; boards; Full time; Co benefits available

Please call/email: Dianne
671-648-0030 · fredridm@ussicorp.com

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

BOARD OF DIRECTORS REGULAR MEETING

Thursday, Aug. 6, 2026 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: www.guamairport.com or https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
   A. June 18, 2026, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
   A. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-137-2026 – Rehabilitate Terminal Building – Public Conveyance Systems Upgrade
   B. Approval of Bond Defeasance Transaction and Related Documents
   C. Approval and Award of Landscaping Design and Management Services – RFP-005-FY26
7. Report of Executive Manager
   A. Airport Updates
   B. Announcements
8. Report of Comptroller
9. Executive Session – None
10. Public Comments
11. Adjournment

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

GUAM CCU
Francis E. Santos
CCU Chairman

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O. BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977
Telephone Nos. 671-648-3045/55 or Facsimile 671-648-3165

John M. Benavente, P.E.
General Manager

FINAL ADVERTISEMENT
INVITATION FOR BID

This notice is paid for by the GUAM POWER AUTHORITY REVENUE FUNDS Public Law 26-12

BID NO.:	DUE DATE:	TIME:	DESCRIPTION:
GPA-057-26	08/06/2026	11:00 A.M.	Wire(s) - Revenue
GPA-070-26	08/06/2026	9:00 A.M.	Pad Mounted Transformer(s) - Revenue
GPA-072-26	08/06/2026	10:00 A.M.	Wire(s) - Revenue
GPA-073-26	08/11/2026	10:00 A.M.	Wire(s) - Revenue
GPA-074-26	08/11/2026	9:00 A.M.	Wire(s) - Revenue

Bid packages may be picked up at the GPWA Procurement Office, Room 101,1ST Floor, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam. All interested firms should register with GPA's Procurement Division to be able to participate in the bid. Please call our office at 1 (671) 648-3045 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. Procurement instructions are posted on the Authority's web site at: https://notices.guam.gov.

/s/ JOHN M. BENAVENTE, P.E.
General Manager

BROOKS CONCEPCION LAW, P.C.
247 Martyr Street, Ste. 101
Hagåtña, Guam 96910
(671) 472-6848 • (671) 477-5790
Attorneys for Administratrix

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF:
BRIAN WAYNE TIREY,
Deceased.
PROBATE CASE NO. PR0086-26
NOTICE TO CREDITORS

Notice is hereby given by the undersigned, Maria L. Perez, Administratrix of the Estate of **BRIAN WAYNE TIREY**, deceased, to the creditors of, and all persons having claims against the said estate or against said deceased, that within sixty (60) calendar days after the first publication of this notice, they either file them with necessary vouchers in the office of the Clerk of the Superior Court, Guam, or exhibit them with the necessary vouchers to Maria L. Perez, Administratrix, at the law offices of **BROOKS CONCEPCION LAW, P.C.**, at 247 Martyr Street, Ste. 101, Hagåtña, Guam, the same being the place for the transaction of the said estate.

Dated: 07/17/26

/s/ Maria L. Perez
Administratrix

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

IN THE SUPERIOR COURT OF GUAM
In the Interest of:

A.R.B. (DOB: 07/16/2018),
Minor.

Juvenile Case No. JP0323-25
Summons

To: **DIONNA LYNN BORJA, NATURAL MOTHER**
Unknown Address

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

THURSDAY, AUGUST 20, 2026 AT 10:30 A.M.
Zoom meeting ID: 716-711-9213 / Passcode: 76504

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

Dated: MAY 21 2026

CLERK, SUPERIOR COURT OF GUAM
BY: /s/ Nikole L.B. McDonald
Deputy Clerk

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF
DONALD KIRK GAFFORD, JR.,
Decedent.
PROBATE CASE NO. PR0095-26
NOTICE OF HEARING

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

1. NOTICE IS HEREBY GIVEN that Petitioner Joshua Dabinon Gafford has filed a Petition for Probate of the Estate and for Appointment of Administrator and Letters of Administration.

2. A hearing on the petition will be heard on **Wednesday, August 5, 2026, at 11:10 a.m. before Hon. Judge Elyze M. Iriarte.**

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

Dated: 22 JUNE 2026

JANICE M. CAMACHO-PEREZ
Clerk of Court, Superior Court of Guam
By: /s/FLORA W. FAGAN
Courtroom/Chamber Clerk

LAW OFFICES OF JACQUES G. BRONZE
A Professional Corporation
173 Aspinall Avenue, Suite 206A
Hagåtña, Guam 96910
Telephone: (671) 649-2392
Facsimile: (671) 649-2394
Attorney for Petitioner

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE
OF
PATRICIA MARIANO BLAS,
Decedent,
By
JACQUES G. BRONZE,
Petitioner

PROBATE CASE NO. PRO051-26
NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN by the undersigned Jacques G. Bronze, Administrator of the Estate of Patricia Mariano Blas, decedent, to the creditors of, and all persons having claims against the said estate or against said decedent, that within sixty (60) days after the first publication of this notice, they either file their claims in the office of the Clerk of the Superior Court of Guam, or provide them with the necessary vouchers to Jacques G. Bronze, at the Law Offices of Jacques G. Bronze, P.C., 173 Aspinall Avenue, Suite 206A, Hagåtña, Guam 96910, the same being the place for the transaction of the said business of Estate.

DATED: July 9, 2026

/s/Jacques G. Bronze
Administrator

HELP WANTED
ELECTRICAL TECHNICIAN

Able to read and troubleshoot Control Surfaces; boards; Full time; Co benefits available

Please call/email: Dianne
671-648-0030 · fredridm@ussicorp.com

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF
GERALD RAYMOND ADAMS
AND KAY Y. ADAMS,
Decedents.
PROBATE CASE NO. PR0101-26

NOTICE OF HEARING

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

1. NOTICE IS HEREBY GIVEN that Petitioner Sulinda A. Fawcett has filed a Petition for Letters Testamentary and for Appointment of Executor.
2. A hearing on the petition will be heard on **Wednesday, August 12, 2026, at 9:30 a.m. before the Hon. Judge Elyze M. Iriarte.**
3. To attend or to participate in the hearing, you may appear in person at the Guam Judicial Center, appear remotely at https://guamcourts-org.zoom.us and enter Meeting ID: 864 4387 2213 and Passcode: JEMI; or call into the courtroom at 671-300-6703 at the designated hearing time. For connectivity issues, you may contact Jannette Samson at (671) 475-0141 or email jsamson@guamcourts.gov.

DATED: 29 JUNE 2026

JANICE M. CAMACHO-PEREZ
Clerk of Court, Superior Court of Guam
By: /s/Flora W. Fagan
Courtroom/Chamber Clerk

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

BOARD OF DIRECTORS REGULAR MEETING

Thursday, Aug. 6, 2026 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: **www.guamairport.com** or **https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting**

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
   A. June 18, 2026, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
   A. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-137-2026 – Rehabilitate Terminal Building – Public Conveyance Systems Upgrade
   B. Approval of Bond Defeasance Transaction and Related Documents
   C. Approval and Award of Landscaping Design and Management Services – RFP-005-FY26
7. Report of Executive Manager
   A. Airport Updates
   B. Announcements
8. Report of Comptroller
9. Executive Session – None
10. Public Comments
11. Adjournment

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

GUAM CCU
Francis E. Santos
CCU Chairman

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O. BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977
Telephone Nos. 671-648-3045/55 or Facsimile 671-648-3165

GUAM POWER AUTHORITY GPA POWER TO SERVE
John M. Benavente, P.E.
General Manager

INVITATION FOR BID

This notice is paid for by the GUAM POWER AUTHORITY REVENUE FUNDS
Public Law 26-12

BID NO.:	MANDATORY PRE-BID CONFERENCE/SITE VISIT:	TIME:	DUE DATE:	TIME:	DESCRIPTION:
GPA-055-26	————————	———	08/18/2026	10:00 A.M.	Structured Query Language (SQL) Server 2022 Standard Edition (CIP)
GPA-075-26	08/19/2026	9:00 A.M.	09/09/2026	9:00 A.M.	GPA Transportation Building Modification (Revenue) (Non-Refundable Fee $150.00)
GPA-076-26	————————	———	08/19/2026	10:00 A.M.	Miscellaneous Connector(s) (Revenue)

Bid packages may be picked up at the GPWA Procurement Office, 1st. Floor, Room 101, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam. All interested firms should register with GPA's Procurement Division to be able to participate in the bid. Please call our office at (671) 648-3045 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. "A Non-Refundable payment must be made at GPA Cash Management Section prior to issuance of documents". Procurement instructions are posted on the Authority's web site at https://notices.guam.gov.

/s/ JOHN M. BENAVENTE, P.E.
General Manager

Dusit Thani | Dusit | BAYVIEW HOTEL | DUSIT PLACE

Dusit Thani Guam Resort, Dusit Beach Resort Guam & Bayview Hotel

At Dusit, we are committed to delivering exceptional moments whether you're staying with us or working with us. Join our dynamic team and discover enriching opportunities in a world of possibilities.

EXECUTIVE OFFICE
- Hygiene Manager

ENGINEERING
- Assistant Chief Engineer
- Technicians I, II, III
- Mason
- Engineering Supervisor
- Engineering Team Leader
- Plant Operator
- Plant Room Supervisor
- Electrician

RESERVATIONS
- Reservations Agents

HUMAN RESOURCES
- HR Manager

SECURITY
- Safety & Compliance Manager

FRONT OFFICE
- Assistant Director of Rooms
- Front Desk Officers
- Bell Attendants
- Concierge Officers
- Doormen

RECREATION
- Assistant Manager
- Supervisor
- Lifeguard
- Pool Attendant

HOUSEKEEPING
- Room Attendants
- Public Area Attendants
- Housemen

SPA
- SPA Manager
- SPA Therapists
- SPA Receptionists
- SPA Attendants
- Trainee Therapists

CULINARY
- Sous Chef
- Chef de Partie
- Commis Chefs I
- Commis Chefs II
- Stewarding Manager

FOOD & BEVERAGE
- Outlet Managers
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Doc. No. 38GL-26-2868.*

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Thursday, June 18,2026, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was held on June 18, 2026, and called to order by Chairman Brian J. Bamba at 3:08 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:	**Offices or Positions:**
Brian J. Bamba	Chairman
Gurvinder S. Sobti	Vice Chairman
Donald I. Weakley	Board Secretary
Rosie R. Tainatongo	Director
Jesse G. Garcia	Director

Directors Present:	**Offices or Positions:**
Lucy M. Alcorn (Excused)	Director
Doyon A. Morato (Excused)	Director

GIAA Officials:	**Offices or Positions:**
John M. Quinata	Executive Manager
Dafne Mansapit-Shimizu	Deputy Executive Manager
Jean M. Arriola	Airport Services Manager
Rolenda L. Faasuamalie	Airport Marketing Administrator
Kathrina Bayson	Supply Management Administrator
Vanessa L. Pangindian	Management Analyst III
Antonio O. Laniog, Jr.	Acting Engineering Supervisor
Kenneth McDonald	Airport Facility/Equipment Main. Superintendent
Juan S.A. Reyes, Jr.	Air Terminal Manager
Raymond T.Q. Quintanilla	Airport Operations Superintendent
Daniel Stone	Fire Chief (Airfield)
Anthony J. Quidachay	Safety Administrator
Debbie C.M. Ngata	General Accounting Supervisor
William Brennan	Arriola Law Firm, GIAA Legal Counsel
The Honorable Jesse A. Lujan	Senator and Legislative Chairperson on Transportation
Frank Santos	TMG, GIAA Consultant

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

2. APPROVAL OF AGENDA

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

Resolution No. 26-42

The Board hereby approves the agenda of June 18, 2026, regular meeting, as presented.

3. APPROVAL OF MINUTES

A. April 30, 2026, Regular Board Meeting

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

Resolution No. 26-43

The Board hereby approves the minutes of April 30, 2026, Regular Board Meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager (EM) Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

EM Quinata advised there was no Old Business to be presented.

6. NEW BUSINESS

A. Acceptance of FY25 Financial Audit Report

The first item discussed was the FY25 Financial Audit. Mr. Rizalito Paglingyan (RG), partner at Ernst & Young (E&Y) and the rest of the E&Y team. Mr. Paglingyan presented the financial audit results via Power Point and E&Y's unmodified or clean opinion, for the Boards information. E&Y thanked GIAA's Accounting team for their cooperation. Chairman Bamba thanks Mr. Paglingyan and E&Y team for their hard work and effort on the audit. Mr. Paglingyan provided some highlights of the audit to the Board. Discussion followed regarding concerning the airport improvement program, coronavirus funds, and disaster grants. Management recommended that the Board accept the audit report as presented.

After discussion, on motion duly made by Secretary Weakley, seconded by Director Garcia, the following resolution was unanimously passed:

Resolution No. 26-44

The Board hereby accepts the FY25 Financial Audit Report as presented.

B. Approval and Award for GIAA Underground Utility Infrastructure Relocation and Power Generation - Design – RFP-004-FY26

The Executive Manager presented this item. Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-004-FY26 to design the GIAA Underground Utility and Infrastructure Relocation and Power Generation at GIAA.

The referenced Request for Proposals ("RFP") solicited interest from qualified firms and/or individuals to provide professional design services for the planning and relocation of existing overhead electrical distribution infrastructure to underground systems across all airport properties, including those situated in Tiyan, formerly the Naval Air Station in Hagåtña. This initiative seeks cost-effective, resilient designs that enhance storm preparedness, safeguard public safety, and reduce risks of injury, loss of life, and damage to property, critical services, facilities, and infrastructure. Proposed activities include but are not limited to scoping and developing hazard mitigation alternatives, including engineering design and feasibility studies; facility and area evaluation; environmental and historic preservation integration; and data collection and compliance.

The RFP was publicly announced in a local newspaper on March 24, 30 and April 7, 2026. The deadline to submit proposals was April 23, 2026, at 4:00 p.m. A total of eighteen (18) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All three (3) offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it was determined that Offeror C met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The term of the agreement is for a period of one (1) year with one (1) additional one (1) year option to renew at the sole discretion of GIAA, not to exceed a total term of two (2) years, subject to the availability of funding.

The GIAA Underground Utility and Infrastructure Relocation and Power Generation – Design will be funded under the Federal Emergency Management Agency ("FEMA") Building Resilient Infrastructure and Communities ("BRIC") Grant.

Management recommended that the Board approve the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.

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

Resolution No. 26-45

The Board hereby approves the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Offeror C is EMC Consulting Engineers

C. Approval and Award for Architectural, Engineering and Surveying Services – RFP-003-FY26

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-003- FY26 to provide architectural, engineering, and surveying services to supplement the engineering workforce on an as-needed basis at the Antonio B. Won Pat International Airport, Guam ("GIAA").

The referenced Request for Proposals ("RFP") solicited interest from qualified firms and/or individuals to provide architectural, engineering, and surveying services to supplement GIAA's engineering work force on an as-needed basis. The services are needed to allow for continuous coordination and completion of various GIAA projects, which are required for maintenance and operation of the Airport. The professional services desired include, but are not limited to, the preparation of designs, plans, specifications, and cost estimates for construction projects; land surveying; investigations; preparation of reports; peer review; construction management; inspection, and contract administration; engineering feasibility studies; and other architectural, engineering (all disciplines), and land surveying related services.

The RFP was publicly announced in a local newspaper on April 24, 29 and May 7, 2026. The deadline to submit proposals was May 14, 2026, at 4:00 p.m.

A total of thirty-nine (39) firms and/or individuals downloaded the RFP package, and fifteen (15) firms submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All fifteen (15) offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it was determined that all fifteen (15) offerors met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The term of the contract to be awarded is for a period of four (4) years with three (3) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of seven (7) years, subject to the availability of funding.

The Architectural, Engineering and Surveying Services will be funded under the Engineering Division's O&M Budget.

Management recommends that the Board approve the ranking results and the contract award to All Offerors subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

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

Resolution No. 26-46

The Board hereby approves the ranking results and the contract award to All Offerors subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

The following Offerors will be invited to enter negotiations with GIAA:

1. Offeror C - EMCE Consulting Engineers
2. Offeror G – WM Engineering Services LLC
3. Offeror B – SSFM International
4. Offeror L – Taniguchi Ruth Makio Architects
5. Offeror M – EMPSCO Engineering Consultants
6. Offeror D – E&A Engineers

7. Offeror I – EXP U.S. Services Inc.
8. Offeror K – Kilojoule Consultants, LLC
9. Offeror A – Serisola and Associates, Inc.
10. Offeror H – RMT Engineers, LLC
11. Offeror J – Amorient Engineering
12. Offeror F – PNF Engineers
13. Offeror O – KHLG & Associates, Inc.
14. Offeror N – Kunimoto Architect Design Group, LLC
15. Offeror E- E.M. Chan & Associates, Inc.

D. Approval of DPW Perpetual Easement Route 10-A Expansion Project

Mr. Frank Santos, GIAA Consultant, presented this item. This project is for Department of Public Works (DPW) to improve and expand Route 10-A, also known as airport road or Chalan Pasaheru. Mr. Santos mentioned what is needed from the airport is a right-of-way due to the use of federal highway funds, which the DPW has already secured, a multi-million-dollar grant, so the airport action is to execute a perpetual agreement that encompasses over 40,625 square meters, or approximately one mile. This will be from the Marine Corps Drive and Route 10A intersection, Marine Corps Drive, all the way up to our departure roadway intersection. This will be phase one and eventually, phase two would be from the departure roadway intersection up to Route 16. For now, we are only talking about phase one.

FAA, although they do not have approval authority, did review the document and did provide comments which were incorporated into the easement document. GIAA's attorney has also reviewed the easement document, and made some recommendations which were also incorporated into the easement agreement. One of the key areas is, well, when we turn over this property for the road, who is going to maintain that road? So, under the agreement, DPW will be maintaining the roadway, which will include pavement repairs, striping, raised pavement markers, landscaping, and traffic and pedestrian signals. They also provide indemnification to GIAA for anything on and around the easement area and any negligent act or omission by the government of Guam, its contractors, and employees within the easement area.

There is no cost to this easement. Just to provide some background the airport can only use its funds for airport traffic only. However, there is a lot of through traffic that occurs through that area, so that could constitute revenue diversion if the airport improves or maintains the road instead of the Government. So having DPW do this is in the airport's best interest. It is part of an overall roadway system. You already saw phase one of the Tiyan Parkway. There will be a phase two of the parkway that will eventually connect to this Route 10A, phase one. Then there will also be a phase two. On the south side, part of that roadway system is the expansion and extension of Mariner Drive, which could connect Route 16 to Route 8, but that is years in the future. Right now, we will focus on getting the parkway and the Route 10-A done and again, this is just the perpetual easement. We are not willing to provide a quit claim or a title, so if the Government of Guam no longer needs it for a roadway, it reverts back to the airport.

The roadway consists really of two southbound and two northbound lanes plus a turn lane. The impact on airport infrastructure is a lane, one single lane from the Y intersection up to the departure intersection that will wipe out about one hundred stalls, but that was already envisioned. We have been working internally to determine where that shortfall of, say, car rentals would go, a shortfall of public stalls would go, as well as employee parking. Oh, good. So, you already have this working solution. Eventually, GIAA has an overall plan to manage the commercial transportation requirements. Lastly, Mr. Santos mentioned that because this is a pretty major thoroughfare for a lot of people, so there will be a lot of impact.

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

Resolution No. 26-47

The Board hereby moves to approve DPW Perpetual Easement Route 10-A Expansion Project.

E. Ratification of Amendment No. 6 to Specialty Retail Merchandise Concession Agreement (Extension pursuant to Public Law 38-125)

The Executive Manager presented this item . On May 18, 2013, the authority and low Duty-Free Guam LLC concessionaire entered into a specialty retail concession agreement with an original term of expiration in 2023. In 2020, the COVID-19 pandemic brought the worldwide travel industry to abrupt and immediate halt, and Guam tourism, which is our primary private industry, was devastated. Consequently, arrivals at Antonio B. Won Pat International Airport Authority Guam, the airport, dropped precipitously by over 90%. This dramatically affected the GIAA revenues and financial stability. Typhoon Mawar, a Category 4 typhoon, passed over Guam on May 23, 2023, causing catastrophic damage to our island. The airport was not spared, and with the damage suffered in Tumon, our travel and visitor industry suffered another significant setback.

In light of the importance of the revenues generated from the concession agreements to include the Lotte concession agreement, GIAA requested that the legislature authorize it to negotiate extensions of its concession agreements and Public Law 37-23 recognized that given the damage and uncertainty caused by the COVID-19 pandemic, typhoon Marwar and other geopolitical issues and hardships that have arisen over the past several years, it was projected to take at least several years of the territory's visitor industry and for the authority to achieve the employment trajectory and financial stability through the restoration of operating reserves and capital improvement funds expected prior to the COVID-19 pandemic. Thus, extension of the GIAA's concession agreements, including the specialty retail concession agreements, was in the best interest of GIAA and the territory. GIAA's concession revenues are its main source and non-airline revenue, and its existing specialty retail concession agreement expires by its terms as previously amended on July 20, 2026, at 11.59 a.m.

Between 2023 and present Guam has not yet returned to the employment levels and overall visitor volume trajectory anticipated prior to the COVID-19 pandemic. GIAA continues the necessary work of restoring operating reserves and capital improvement funding capacity to ensure safe, dependable, and financially stable GIA operations. Public Law 38-125 again recognizes that the concession revenues play a major revenue source for the airport, and further, that more time is needed for us to secure a successor concessionaire. The Legislature authorized the airport to further extend the existing specialty retail concession agreement for up to another three years, as determined by the GIA Board of Directors.

On June 18, 2026, the authority issued a request for proposals for a specialty retail concessionaire, and additional time is necessary to complete the solicitation process, including evaluations and contract negotiations and allow for proper mobilization and transition to the selected concessionaire. An interim extension will ensure the continuity of retail services to minimize disruption to the airport operations and passenger amenities and maintain concession revenue streams during the transition period. Public Law 38-125 requires that the terms and conditions of the extension shall be in the best interest of the authority and subject to the approval of the board of directors of the authority, negotiate terms and conditions of the extension and provides that the terms and conditions of the extension shall be in the best interest of the authority, subject to the approval of the board of directors of GIAA.

Based on the information presented, Lotte Concession Agreement and the terms and conditions of Amendment No. 6 to the existing Specialty Retail Concession Agreement and the information provided by management relating thereto, Management requested that the Board approve the terms and conditions of Amendment No. 6.

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

Resolution No. 26-48

The Board approves Amendment No. 6 to Specialty Retail Merchandise Concession Agreement (Extension pursuant to Public Law 38-125) and entered the following resolution: 26-36

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made for the Executive Manager's Report as part of the Board's packet, which was presented by EM Quinata. The report included brief updates on Passenger Flight Network for June 2026, Month over Month Schedule Changes June 2026 vs. May 2026, Year Over Year Air Service Snapshot, Airline Issues, Regulatory Updates, Military Support Facility, Concessions and Leases, Procurement Updates, and Announcements.

8. REPORT OF THE COMPTROLLER

Reference is made for the Comptroller's Report included as part of the Board's packet. Attached herewith is GIAA's Operating Results Report for the month ending April 30, 2026. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month, and year-to-date results ended April 30, 2026. A chart of the key operating results for 7 months of FY2026 ending April 30, 2026 – (in $000's).

Year-to-date Total Signatory Revenues for the month ending April 30, 2026, are below budgeted revenues by 9.1%. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are 5.0% below budget while Passenger Facility Charges are below the budget estimate by 12.6%.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by 0.3%.

Year-to-date Total Operating Revenues actual of $41.1M are 6.6% below the budget estimate of $44.0M.

Year-to-date Total Operating Expenses are below budget by 11.5%. Components of this line item include a 6.9% decrease in Personnel Service, a 16.3% decrease in Contractual Services, a 48.6% decrease in Materials & Supplies and a 0% decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of 12.4M represent a 7.1% increase over the year-to-date budgeted amount of $11.6M.

Finally, our year-to-date results for Debt Service Coverage are at 1.38 versus the requirement of 1.25.

9. EXECUTIVE SESSION

EM Quinata advised there was no Executive Session at this time.

10. PUBLIC COMMENTS

EM Quinata advised there was no public comments at this time.

11. ADJOURNMENT

Motion to adjourn duly made by Chairman Bamba, seconded by Vice Chairman Sobti; motion unanimously passed. The meeting was adjourned at 4:11 p.m.

Dated this 6th day of August 2026.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted by:

Wana Frances C. Wintterle
Corresponding Secretary

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
Guam

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

July 6, 2026

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

Dear Mr. John Quinata:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-66-0001-137-2026 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 1, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

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

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

Sincerely,

Carlos H. Salas
Carlos H. Salas (07/06/2026 08:19:26 HST)

Carlos H. Salas
Manager (A), Honolulu Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT TERMINAL PROGRAM (ATP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 6, 2026
Airport/Planning Area	Guam International Airport
Airport Grant Number	3-66-0001-137-2026
Unique Entity Identifier	CBDXKNH7L5H9

TO: Guam Airport Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated January 15, 2026, for a grant of federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Terminal Building – Public Conveyance Systems Upgrade

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.118.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $5,336,000.

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

   $0 for planning
   $5,336,000 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **August 1, 2026**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

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

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

  i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

  ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

    a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

  i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

  i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

    a) Severe forms of trafficking in persons;

    b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

    c) The use of forced labor in the performance of this grant; or any subaward; or

    d) Acts that directly support or advance trafficking in persons, including the following acts:

      1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

      2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 01, 2010, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Plans and Specifications Prior to Bidding.** The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

33. **Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

    a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

    b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

    c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

34. **Grants Issued on Estimates.** The sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Public Transport System Enhancement Initiative; and the parties agree that within 10days from the date of acceptance of this Grant Offer, the sponsor will receive bids for Public Transport System Enhancement Initiative contained within the project description, which is more fully described in the Project Application. If, after the sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000.00 or five percent, whichever is greater based on the actual bid prices received, the FAA can issue a letter to the sponsor unilaterally reducing the maximum obligation. The sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

35. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Carlos H. Salas
Carlos H. Salas (07/06/2026 08:19:26 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Manager (A), HNL ADO

(Title of FAA Official)

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

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

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

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

Dated July 7, 2026

Guam Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: John Quinata

(Typed Name of Sponsor's Authorized Official)

Title: Executive Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, William Brennan , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at July 8, 2026

By: William Brennan
William Brennan (07/08/2026 09:13:02 GMT+10)
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

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

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

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

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

Specific Assurances

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance-Management.**

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

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

    1. Operating the airport's aeronautical facilities whenever required;

    2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

    3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

    1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

    2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

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

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

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

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

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

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Guam Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 22, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

ESCROW AGREEMENT

by and between the

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Escrow Agent

relating to the partial defeasance of:

GUAM INTERNATIONAL AIRPORT AUTHORITY
GENERAL REVENUE BONDS, 20[__] SERIES [__]

Dated as of [Month] 1, 2026

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4135-2866-5959.1

Doc. No. 38GL-26-2868.*

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of [Month] 1, 2026 (the "Escrow Agreement"), is by and between the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (the "Authority"), a duly organized public corporation and autonomous instrumentality of the government of Guam, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America and qualified to accept and administer the duties of the Escrow Agent (as defined herein) hereby created, as Co-Trustee under the Indenture hereinafter identified and acting as escrow agent hereunder (in both such capacities, the "Escrow Agent").

WITNESSETH:

WHEREAS, on [*Issue Date*], the Authority issued its $[_______] A.B. Won Pat International Airport Authority, Guam, General Revenue Bonds, [*Bond Series to be Partially Defeased*] (the "20__ Series _ Bonds") pursuant to an Indenture, dated as of September 1, 2003, by and between the Authority and Bank of Guam, as successor trustee (the "Trustee") (the "General Indenture"), as previously amended and supplemented, including by the [__] Supplemental Indenture relating to the 20__ Series _ Bonds, dated as of [____ 1, 20__] (as so amended and supplemented, the "Indenture") by and among the Authority, the Trustee and the Co-Trustee; and

WHEREAS, the Authority has determined to defease a portion of the 20__ Series _ Bonds having a final maturity date of [October 1, 20__] ("Maturity Date") in the principal amount identified in the Settlement Verification Report (as defined below) (the "Defeased Bonds") in accordance with Article X of the Indenture, and to accomplish such defeasance, the Authority will deposit, or cause to be deposited, certain moneys in accordance with this Escrow Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. ***Creation of Escrow Fund*****.** There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated as the "Guam International Airport Authority General Revenue Bonds, 20__ Series __ Escrow Fund" (the "Escrow Fund"), to be held in the custody of the Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Defeased Bonds. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged to meet the payment requirements set forth in Schedule I attached hereto (i.e., the payment of principal and interest on the Defeased Bonds coming due on the Maturity Date in the amount shown in the Settlement Verification Report, as defined below) and made a part hereof, subject to the provisions of Sections 5 and 7 hereof.

SECTION 2. ***Deposit to the Escrow Fund*****.**

(a) Substantially concurrently with the execution and delivery of this Escrow Agreement, but in any event no later than _____, 2026, the Authority shall deposit, or cause to be deposited, with the Escrow Agent for deposit in the Escrow Fund the sum of $_________, constituting legally available funds of the Authority, which shall be held in the Escrow Fund, uninvested, until the Settlement Date (as defined in Section 2(b), below). The Authority hereby deems the moneys deposited in the Escrow Fund to have been deposited with the Trustee for purposes of Article X of the Indenture.

(b) On [Day of Week], [Date], the Escrow Agent is hereby requested and directed to take all necessary steps to subscribe for or acquire that certain noncallable security identified in Exhibit A-1 hereto (the "Escrowed Security"). The Escrow Agent shall purchase the Escrowed Security in the name of the Escrow Agent. The Escrow Agent shall, on [Settlement Date] (the "Settlement Date"), apply such portion of the amount initially held by the Escrow Agent as uninvested cash as described in Section 2(a), above, to purchase such Escrowed Security, which security the Authority represents constitutes one or more Eligible Securities permitted under the Indenture for purposes of defeasing the Defeased Bonds, maturing on the date(s) and in the amount(s) necessary, together with other amounts on deposit in the Escrow Fund, to make the payments described in Section 5. The remaining amount in the Escrow Fund not so applied to purchase such Escrowed Security shall remain held in the Escrow Fund, as uninvested cash.

For purposes of this Escrow Agreement, the term "Eligible Securities" means noncallable Federal Securities described in the definition thereof in the Indenture.

(c) On or before the Effective Date (as defined below) [*Name of Verification Agent*] ("Verification Agent") has provided its draft verification report which shall be attached to this Escrow Agreement as Exhibit A-2 ("Preliminary Verification Report"). Not later than the Settlement Date, the Verification Agent shall provide its final verification report ("Settlement Verification Report"), in substantially the same form as the Preliminary Verification Report, but including final pricing information for the Escrowed Security and such other changes not inconsistent with this Escrow Agreement and as shall be acceptable to the Authority. The Authority hereby authorizes and directs the Escrow Agent to attach the Settlement Verification Report as Exhibit A-3 upon receipt thereof, which thereafter shall form a part of this Escrow Agreement. The Settlement Verification Report will demonstrate that the maturing principal of and interest on the Escrowed Security together with cash to be held uninvested, if any, in the amount as specified in the Settlement Verification Report shall provide money sufficient to pay the principal and all unpaid interest to the Maturity Date, on the Defeased Bonds, as such principal and interest become due.

SECTION 3. *Investment of Portion of Escrow Fund*. Until the Settlement Date, the Escrow Agent shall hold the funds received from the Authority as described in Section 2(a), above, as uninvested cash. On the Settlement Date, the Escrow Agent shall apply such amount as needed to make the payments and transfers identified in the Settlement Verification Report and required by this Escrow Agreement.

The Escrow Agent shall hold the Escrowed Security and any earnings received thereon in the Escrow Fund and disburse such amounts as provided herein. The Escrow Agent shall collect amounts due and shall apply such amounts as needed to make the payments and transfers required by this Escrow Agreement, but otherwise shall have no power or duty to sell, transfer or otherwise dispose of the Escrowed Security or cash held under the terms of this Escrow Agreement.

In the event that at any time the Authority is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Escrow Agent pursuant to this Escrow Agreement, the Authority shall instruct the Escrow Agent in writing, and the Escrow Agent shall take such action as it may be directed in accordance with such instructions; provided, however, that no such action shall impair the ability of the Escrow Agent to apply necessary amounts in the Escrow Fund for the purposes set forth in Section 5 below.

SECTION 4. *Creation of Lien on Escrow Fund*. The Escrow Fund shall be irrevocable, and the Escrow Agent is hereby appointed to act for the benefit of the holders of the Defeased Bonds, which holders are hereby granted an exclusive lien on the respective account of the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 below. The Escrow Agent shall hold such moneys for the sole benefit of the holders of the Defeased Bonds separate and apart from, and not commingled with, any other moneys or investments.

SECTION 5. *Use of Escrow Fund*. The Escrow Agent shall apply amounts in the Escrow Fund at such times and in such amounts as is necessary to transfer to the paying agent for the Defeased Bonds amounts to pay for maturing Defeased Bonds and Defeased Bonds called for redemption as well as interest due according to Schedule I attached hereto.

As soon as practicable following the application of amounts in the Escrow Fund on the Maturity Date in accordance with Schedule I, the Escrow Agent shall transfer any remaining balance of moneys in the Escrow Fund to the Co-Trustee. The Co-Trustee is hereby directed by the Authority to deposit such amount in the Debt Service Fund for application in accordance with the Indenture.

SECTION 6. *Effective Date*. This Escrow Agreement shall become effective on the date when fully executed (the "Effective Date").

SECTION 7. *Transfer of Excess Funds*. Interest income and other amounts received by the Escrow Agent as payments on the Escrowed Security shall be held as part of the Escrow Fund to be used for the purposes set forth in Section 5 of this Escrow Agreement and shall be held uninvested.

SECTION 8. *Liability of Escrow Agent*.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(b) The Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

(c) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or Escrowed Security purchased at the direction of the Authority to pay the principal of and premium, if any, and interest on the Defeased Bonds.

(d) In the event of the Escrow Agent's failure to account for any of the Escrow Fund or moneys received by it, said Escrow Fund or moneys shall, nevertheless, be and remain in trust for the holders of the Defeased Bonds or portions thereof, as herein provided.

(e) The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

(f) The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected as stated in this Escrow Agreement, in acting, or refraining from acting, upon written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(g) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Escrow Agreement.

(h) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(i) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(j) The Escrow Agent may become the owner of, or acquire any interest in, any of the 20__ Series _ Bonds with the same rights that it would have if it were not the Escrow Agent and may engage or be interested in any financial or other transaction with the Authority.

(k) The Escrow Agent shall be afforded the same rights and protections afforded the Co-Trustee under the Indenture, including, without limitation, those set forth in Article VIII thereof.

(l) The Escrow Agent shall not be liable for any action or omission of the Authority under this Agreement, the Indenture or otherwise.

(m) No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder or in the exercise of its rights or powers.

SECTION 9. *Sufficiency of Escrow*. The Authority agrees that if for any reason the investments and other moneys in any account of the Escrow Fund are insufficient or otherwise unavailable to pay timely principal of, premium, if any, and interest on, the Defeased Bonds, the Authority shall continue to be liable therefor in accordance with the terms of the Defeased Bonds and the Indenture. The Escrow Agent shall in no manner be responsible for the Authority's failure to make any deposit to cure any deficiency.

SECTION 10. *Records and Reports*. The Escrow Agent will keep books of record and account in which correct entries shall be made of all transactions made by it relating to the receipts, disbursements, allocations and application of the money and Escrowed Security deposited to the Escrow Fund and all proceeds thereof. Such books shall be available for inspection at reasonable hours and under reasonable conditions upon reasonable prior notice by the Authority and the owners of the Defeased Bonds.

SECTION 11. *Successor Escrow Agent*. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (so long as such company meets the requirements set forth below), shall be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent may resign by notifying the Authority in writing at least 30 days before the effective date of such resignation. The Authority may remove the Escrow Agent and appoint a successor Escrow Agent by notifying the Escrow Agent in writing. No such resignation or removal shall be effective until a successor Escrow Agent meeting the requirements set forth in the next paragraph has delivered an acceptance to the Authority and the Escrow Agent of (a) its appointment and (b) the cash and securities held under the terms of this Escrow Agreement. If the Authority does not appoint a successor Escrow Agent, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent.

Any Escrow Agent appointed under the provisions of this Section in succession to the Escrow Agent shall be a trust company or bank having the powers of a trust company doing business which has a combined capital and surplus of at least seventy-five million dollars ($75,000,000), and is subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this paragraph the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Escrow Agent shall cease to be eligible in accordance with the provisions of this paragraph, the Escrow Agent shall resign immediately in the manner and with the effect specified in this Section.

SECTION 12. *Termination*. This Escrow Agreement shall terminate when all payments required to be made by the Escrow Agent under the provisions of Section 5 hereof shall have been made and any moneys and investments remaining in the Escrow Fund at the time of such termination shall have been transferred to the Authority and the Escrow Agent has provided a final account statement to the Authority.

SECTION 13. *Severability*. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

SECTION 14. *Successors and Assigns*. All of the covenants and agreements in this Escrow Agreement contained to be performed by or on behalf of the Authority or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15. *Compensation of Escrow Agent*. For acting under the Escrow Agreement, the Escrow Agent shall be entitled to payment of fees for its services and reimbursement of reasonable disbursements and advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Escrow Agent in connection with its services under this Escrow Agreement in accordance with the Escrow Agent's fee schedule as agreed to with the Authority; provided, however, that such amount shall never be deducted or payable from, or constitute a lien or charge against or upon the Escrow Fund.

SECTION 16. *Governing Law*. This Escrow Agreement shall be governed by the applicable laws of Guam; provided, however, that the administration of the trusts and duties imposed upon the Escrow Agent by the Escrow Agreement and the rights, duties and obligations of the Escrow Agent hereunder shall be governed by, and construed in accordance with the laws of the jurisdiction in which the Escrow Agent has its corporate trust office.

SECTION 17. *Business Day*. Whenever under the terms of this Escrow Agreement the performance date of any act to be done hereunder shall fall on a day which is a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, the performance thereof on the next succeeding day which is not a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close shall be deemed to be in full compliance with this Escrow Agreement.

SECTION 18. *Headings*. Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, are for convenience of reference only and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

SECTION 19. *Counterparts*. This Escrow Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be one original and all of which shall together constitute but one and the same instrument.

SECTION 20. *Amendment*. The parties hereto may, without the consent of or notice to the holders of the Defeased Bonds, enter into such amendments to this Escrow Agreement that shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;

(b) to grant to, or confer upon the Escrow Agent, for the benefit of the holders of the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon the Escrow Agent;

(c) to subject to this Escrow Agreement additional funds, revenues, securities or properties; and

(d) to make any other change determined by the Authority to be not materially adverse to the holders of the unpaid Defeased Bonds. In making such determination, the Authority and the Escrow Agent may rely on the opinion of legal counsel.

SECTION 21. *Miscellaneous*. At the request of the Escrow Agent, the Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Escrow Agent will provide to the Authority periodic cash transaction statements that shall include detailed information for all investment transactions made by the Escrow Agent under this Escrow Agreement.

IN WITNESS WHEREOF, the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

By ______________________________
Authorized Officer

Date: ________________, 2026

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Escrow
Agent

By ______________________________
Authorized Officer

Date: ________________, 2026

[Signature page – Escrow Agreement 2026 Partial Defeasance of 20__ Series __]

EXHIBIT A-1 – Escrowed Security

EXHIBIT A-2 – Preliminary Verification Report

(to be attached)

EXHIBIT A-3 – Settlement Verification Report

(to be attached not later than the Settlement Date)

SCHEDULE I—Required Payments

(Attach Exhibit B from Settlement Verification Report)

C. Approval and Award of Landscaping Design and Management Services – RFP-005-FY26

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

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP) NO. RFP-005-FY26

LANDSCAPING DESIGN AND MANAGEMENT SERVICES

August 6, 2026

Purpose

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-005-FY26, for Landscaping Design and Management Services at the Antonio B. Won Pat International Airport, Guam ("GIAA").

Background

The referenced Request for Proposal ("RFP") solicits proposals from qualified firms and/or individuals, licensed to conduct business in Guam, to provide professional landscaping services, including but not limited to the maintenance of all landscaped areas within and around airport property, as well as the assessment and design of a safe and sustainable management plan for these areas, to ensure continuous maintenance of GIAA's properties and an aesthetically pleasing environment that meets the operational requirements of an airport facility, as required by GIAA.

Procurement Background

The RFP was publicly announced in a local newspaper on May 20, 26, and June 2, 2026. The deadline to submit proposals was extended to June 18, 2026, at 4:00 p.m.

A total of sixteen (16) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

Proposal Evaluation and Selection

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

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that **Offeror A** has met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Legal Review

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The term of the agreement is for a period of five (5) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of seven (7) years, subject to the availability of funding.

Financial Review

The Landscaping Design and Management will be funded under the Properties & Facilities O&M budget.

Recommendation

Management recommends that the Board approve the ranking results and the contract award to **Offeror A,** subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

A.B. WON PAT INTERNATIONAL AIRPORT GUAM
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EMAIL: official@guamairport.net
WE'RE ON IT 24/7
ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT

July 16, 2026

MEMORANDUM

TO: John M. Quinata
Executive Manager

FROM: Kathrina Bayson
Supply Management Administrator

SUBJECT: **Evaluation and Recommendation**
Landscaping Design and Management Services
RFP No. RFP-005-FY26

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide landscaping design and management services to the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on May 20, 26, and June 2, 2026. The deadline to submit proposals was extended to June 18, 2026, at 4:00 p.m.

A total of sixteen (16) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

Proposal Review for Responsiveness

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

Evaluation and Selection

Pursuant to Section 10: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP, after receipt of the proposal, the GIAA Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

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

1. Antonio Laniog, Jr., Engineer Supervisor, *Acting*
2. Raymond Quintanilla, Airport Operations Superintendent
3. Peter Torres, Properties & Facilities Superintendent, *Acting*

The committee completed its evaluation based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected in the attached evaluation score summary. As a result, the proposal was ranked as follows:

1. Offeror A

Recommendation

Offeror A has been deemed to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to the best qualified offeror, **Offeror A**, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of five (5) years with two (2) additional up to one (1) year options to renew at the sole discretion of GIAA, not to exceed the total term of seven (7) years, subject to the availability of funding.

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

KB

KATHRINA O. BAYSON

APPROVED:

JOHN M. QUINATA
Executive Manager

Attachments

cc: Procurement File

onio B. Won Pat International Airport Authority, Guam

Evaluation Score Summary

RFP NO. RFP-005-FY26

Landscaping Design and Management Services

OFFEROR	Evaluator No. 1		Evaluator No. 2		Evaluator No. 3		Final Ranking
	Score	***Rank***	***Score***	***Rank***	***Score***	***Rank***	
Offeror A	86	*1*	85	*1*	97	*1*	***1***

Evaluators:
No. 1: Antonio Laniog Jr., Engineer Supervisor, Acting
No. 2: Raymond Quintanilla, Airport Operations Superintendent
No. 3: Peter Torres, Properties and Facilities Superintendent, *Acting*

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM

EXECUTIVE MANAGER'S REPORT
GIAA BOARD OF DIRECTORS MEETING
AUGUST 6, 2026

PASSENGER FLIGHT NETWORK: AUGUST 2026

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201U/UA200	1805/0705	Daily
	HND	UA849/UA848	0420/1930	Daily
	NRT	UA827/UA873	1545/1700	Daily
		UA196/UA197	2145/1215	Daily
		UA865/UA864	2115/1300	Mon & Fri/Tue & Sat
		UA874/UA828	0140/0705	Tue, Thu, Sat, Sun
	KIX	UA150/UA151	1550/0715	Daily
	NGO	UA136/UA137	1610/0730	Sun Mon, Thur, & Fri
	MNL	UA184/UA183	0615/1905	Daily, ETA on Wed/Sat @ 0545
	ROR	UA192/UA193	0615/1905	Wed & Sat/ Tue & Fri
		UA158/UA157	0510/2345	M,Tu, Thu, Fri/ M ,W, Thu, Sun
	SPN	UA076/UA174	1040/0805	Daily
	TPE	UA166/UA165	1715/0745	Wed and Sat
	TKK	UA133/UA132	1745/0825	Thu & Sun/Wed & Sat. ETA on Sun @1640 and ETD on Sat @ 0930
		UA154/UA155	1805/0755	Tue & Fri/Mon & Thu
	PNI	UA176/UA176	0335/2025	Departures Sunday, Arrivals Monday
	Yap	UA186/UA185	0405/2335	Wed & Sun/Tue & Sat

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
Japan Airlines	NRT	JL941/JL942	1435/1635	Daily
Phillipine Airlines	MNL	PR110/PR111	0420/0600	Daily, except August 18 & 25
Korean Air	ICN	KE417/KE418	2335/0200+1	Daily
	ICN	KE415/KE416	1535/1720	Daily
Jin Air	ICN	LJ915/LJ916	2345/0050 +1	Daily
		LJ917LJ/918	0335/0440	Daily, except for August 3
	PUS	LJ921/LJ922	0140/0250	Daily
Air Seoul	ICN	RS101/R102	0100/0200	Daily
Air Busan	PUS	BX614/BX613	0110/0240	Sun @ 0230 & ETD @0330.
t'way Air	KIX	TW509/TW510	1530/1630	Effective July 17-August 30, 2026
	NRT	TW517/TW530	1515/1635	Aug 8 - 10 only
		TW517/518	1515/1615	Aug 11 - Sept 6 only
Jeju Airlines				No Operations
Star Marianas	ROP	**3401/**4301	1200/1230	Mon, Tue, Wed, Thu, Fri

MONTH OVER MONTH SCHEDULE CHANGES (August 2026 vs. July 2026)

Seat capacity for the month of August 2026 of 128,215 total seats reflects a 20% increase from July 2026 of 106,824 total seats attributed to United adds a 4th weekly flight to Nagoya for August 2026. Jin Air increases its 2nd morning Incheon flight from 5x weekly flight to daily in August 2026. Air Busan increases its Busan flights from 4x weekly to daily in August through September 4, 2026.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

AUGUST 6, 2026

	FY2025				FY2026				FY 2025 v FY2026 % Percentage Change			
	# of Flights	Seat Capacity	Enplane-ments	Load Factor	# of Flights	Seat Capacity	Enplane-ments	Load Factor	# of Flights	Seat Capacity	Enplane-ments	Load Factor
Oct	651	119,723	79,471	0.66	733	145,462	87,385	0.60	13%	21%	10%	-9%
Nov	564	105,439	78,848	0.75	791	159,237	94,240	0.59	40%	51%	20%	-21%
Dec	619	115,650	94,982	0.82	927	183,333	125,089	0.68	50%	59%	32%	-17%
Jan	638	117,030	93,473	0.80	684	133,395	99,495	0.75	7%	14%	6%	-7%
Feb	580	109,989	86,003	0.78	616	123,988	94,335	0.76	6%	13%	10%	-3%
Mar	639	120,937	92,389	0.76	674	135,708	105,408	0.78	5%	12%	14%	2%
Apr	601	113,814	78,697	0.69	580	106,582	62,169	0.58	-3%	-6%	-21%	-16%
May	590	111,676	82,721	0.74	517	95,990	73,295	0.76	-12%	-14%	-11%	3%
Jun	581	113,959	87,286	0.77	500	91,648	68,447	0.75	-14%	-20%	-22%	-2%
Jul	655	126,624	94,702	0.75	579	106,824	N/A	N/A	-12%	-16%	N/A	N/A
Aug	777	148,015	110,837	0.75	692	128,215	N/A	N/A	-11%	-13%	N/A	N/A
Sep	728	143,933	80,724	0.56	-	-	-		-	-	-	
	# of flights are one way						AVERAGE Y-O-Y		**8%**	**11%**	**4%**	**-8%**

YEAR OVER YEAR AIR SERVICE SNAPSHOT

Looking at operations year over year, there is a 11% decrease in flights and 13% decrease in seat capacity in August 2026 from August 2025. This is attributed to the suspension of Jin Air's 3rd daily flight from Incheon and Korean Air's 3x-weekly operation to Busan that operated in August 2025, which has since been suspended.

AIRLINE UPDATES

Signatory Airline Meeting

Signatory airlines were provided the preliminary proposed FY 2027 budget on July 15, 2026. In response, Korean Airlines, Japan Airlines, Jin Air, T'way Airlines, and Air Busan have submitted correspondence and United Airlines and Air Seoul issued vocal concern objecting to the preliminary proposed FY 2027 budget, citing excessive rate hikes and CPE surge compounded with cost pressures (high fuel prices) and uncertainty with Guam's tourism recovery. Attached are letters for reference.

A follow-up meeting with signatory airlines was held on Friday, July 31, 2026 to discuss the current FY 2026 financial status, the Ninth Special session, and proposed legislation to appropriate $17.7M to the Authority, and FY 2027 preliminary budget.

A follow-up meeting will be held with the airlines after the status of legislation is known and with additional adjustments to the preliminary FY 2027 proposed budget, tentatively scheduled for the week of August 10 -14, 2026.

Korean Air and Asiana Merger

GIAA Management received formal correspondence from Korean Air management on July 22, 2026. Correspondence details the effective date of the merger of "24:00 December 16, 2026, with

Korean Air continuing as the surviving company, and will continue to perform all existing obligations under the Agreements without interruption, and no changes or legal impediments to such performance are anticipated as a result of the Contemplated Merger."

FACILITY AND INFRASTRUCTURE UPDATES

Apron Rehabilitation Project

In conjunction with the Apron Rehabilitation project, the West Concourse will be temporarily closed for all passenger operations and employee access. In the interim, all passenger flights will be operating and assigned at Gates 9 – 21 on the East Concourse. Interim suspension of operations in the West Concourse will help contribute to cost containment measures which the Authority is undertaking.

Resumption of operations in the West Concourse will coincide with the completion of Gates 6 and 7, anticipated on December 10, 2026.

REGULATORY UPDATES

Guam CNMI Visa Waiver Program Working Group Discussions

The Guam International Airport served as the venue for discussions to include the Philippines in the CNMI-Guam Visa Waiver Program. This working group consisted of high level government officials from three governments. The Philippine government was represented by the Department of Justice Undersecretary for Immigration and Special Concerns Cluster Attorney Jose "Jojo" Cadiz, Jr. and Deputy Commissioner Attorney Joel Alejandro Nacnac. The government of Guam was represented by Lt. Governor Joshua Tenorio, Senator Jesse Lujan and Senator Chris Duenas, Chair and Vice Chair, respectively, of the Committee on Transportation. The CNMI government was represented by Joe Guerrero, Co-Chair of the CNMI Governor's Economic Council and Senior Policy, Floor Leader of the 24th CNMI House of Representatives Marissa Flores and Matthew Deleon Guerrero, Senior Policy Adviser, Office of the CNMI Delegate to the US House of Representatives. Action items for the working group are due in August, and a meeting with President Ferdinand "Bongbong" Marcos Jr. will be scheduled in the coming month.

FAA HNL ADO Visit

Carlos Salas of the Honolulu Airport District Office will be visiting Guam in mid-August 2026 to meet with Guam Airport Management, review grant funding, inspect, and acquire status updates of various ongoing FAA projects.

FAA RSAT and SMS Team Meetings

The Runway Safety Action Team will be meeting on August 14, 2026 to discuss local airport surface safety risks, and mitigate to continually update our Runway Safety Action Plan. The Safety Management System team will also be meeting in August to discuss identifying hazards, assessing operational risks, and evaluating safety controls.

FAA Part 139 Triennial Full Scale Exercise Planning
Planning for the Triennial Full-Scale Exercise (FSE) scheduled for November 19, 2026, continues

with internal meetings for all FSE committees. Engagement of all island responders will occur prior to the Airport Emergency Plan Tabletop Exercise scheduled for September 17, 2026.

FAA Certification Inspection

GIAA'S Annual FAA Certification inspection is tentatively scheduled sometime in September 2026. Operations, ARFF and Engineering are continuing preparation of required documentation, records and airport information updates to ensure smooth and complete inspection formalities.

LEGISLATIVE UPDATES

Ninth Special Session
Governor Lou Leon Guerrero called for the Ninth Special Session of the 39th Guam Legislature with proposed legislation to appropriate funding for recovery efforts, childcare subsidy payments, outstanding prior-year aviation fuel tax of $9,254,625 to satisfy GovGuam's outstanding prior year aviation fuel tax remittance and $8,400,000 to address FY 2026 GIAA revenue shortfall. GIAA management were called to discuss the airport appropriations on August 6, 2026, and requested for $27.7M to satisfy debt service coverage requirements for FY 2026 and align FY 2027 proposed rates and charges with FY 2026 current rates. Discussion(s) on the Bill will continue on August 7, 2026.

CONCESSIONS & LEASES

Request for Proposal GIAA-C-003-FY26
Non- Exclusive Car Rental Concessions and Lease Agreement

Announced:	Monday, July 13, 2026
Proposal Submission Deadline:	Wednesday, August 12, 2026 @ 4pm

PROCUREMENT UPDATES

Request for Proposal RFP-006-FY26
Airport Ambassador Program

Announced:	Friday, July 24, 2026
Bid Submission Deadline:	Monday, August 17, 2026 @ 4pm

ANNOUNCEMENTS

- **Society of Military Engineers (SAME) Guam Industry Forum.** GIAA Executive Manager John Quinata participated in a panel discussion on Guam's DOW Infrastructure Growth: Power, Water, Wastewater and Port Capacity. This discussion focused on how the island is upgrading its power, water, wastewater, and port systems to meet rising demand, improve reliability ,and strengthen long-term resilience.

- **The Summer Youth Employment Program** commenced on June 15, 2026, and concluded on July 31, 2026. In addition to their "Make Your Mark" latte project and capstone presentations, a select number of interns were provided the opportunity to shadow Captain Errol Lee, Chief Pilot of United Airlines, Guam hub, to promote careers in aviation. Overall, the program was a success and benefited both the youth and divisions and sections that had extra help during the summer program.

- **Labor Day 2026** is scheduled for the September 7, 2026, and will be spearheaded by the Property Management, ARFF and Operations divisions. We will provide our location at Ypao beach once confirmed.

- **Relay for Life 2026** is scheduled for September 19, 2026. More information will be provided as our activity is confirmed.

ATTACHMENT(S)

From: 이상태[GUMKKKKZ - LEE Sang Tae] <sangtae.lee@koreanair.com>
Sent: Tuesday, July 21, 2026 2:33 PM
To: GIAA Official <official@guamairport.net>
Cc: 괌공항지점 <GUMKK@koreanair.com>
Subject: Re: Fiscal Year 2027 Proposed Budget

Dear GIAA Management Team,

This is Sangtae Lee, station manager of Korean Air in Guam.

Thank you for providing us with the details regarding the proposed Fiscal Year 2027 Budget Package. As a long-standing partner, Korean Air fully understands and sympathizes with the financial challenges GIAA is currently facing, including delayed passenger recovery and rising infrastructure costs.

However, we kindly ask for your understanding that the proposed fee adjustments will result in a realistic and unsustainable financial burden for Korean Air, projecting an overall cost increase of over 70%.

Below, we outline our specific concerns regarding this proposal:

- Excessive Cost Increase (Over 70% Additional Burden)

According to our internal simulations applying the proposed adjustments to our flight schedules, apron use fees, and landing fees, Korean Air will experience an immediate cost increase of more than 70% compared to current levels.

Considering the broader market conditions and global inflation rates, such a drastic hike is extremely difficult for our airline to absorb.

- Rising Global Fuel Prices and Airline's Emergency Management

Driven by macroeconomic uncertainties and the recent surge in global jet fuel prices, airlines are already carrying an immense financial burden.

To navigate these turbulent conditions, Korean Air has been forced to implement a company-wide emergency management system focused on strict cost reduction.

Implementing a sharp increase in airport tariffs at this critical juncture will severely exacerbate our operational pressures.

- Concerns Over Declining Tourism Demand (Risk of Mutual Stagnation)

A steep rise in airport operating costs will inevitably put upward pressure on passenger airfares, shifting the financial burden onto travelers.

This will heavily dampen the travel sentiment of Korean tourists bound for Guam, right as the market is struggling to build a steady recovery.

A drop in visitor demand will eventually force airlines to reduce flight frequencies, triggering a vicious cycle that weakens GIAA's long-term revenue base and stalls the local tourism economy.

For the reasons stated above, Korean Air respectfully informs GIAA that we cannot accept the FY2027 rates and fees increase under the currently proposed terms.

As vital partners, we sincerely hope to collaborate and find a mutually beneficial solution.

We look forward to engaging in productive discussions to derive a reasonable and modified budget plan during our upcoming joint meeting on Friday, July 31, 2026.

Thank you for your understanding and consideration.

Sincerely,

Sangtae Lee

Station Manager, Korean Air Guam

From: 장재원[GUMSML - JANG JAEWON] <jwjang@airbusan.com>
Sent: Saturday, July 18, 2026 11:29 PM
To: Dafne M. Shimizu <dmshimizu@guamairport.net>
Cc: 윤준철[GUMKKKKZ - YOON JUNCHUL] <jchyoon@jinair.com>; mahn@flyairseoul.com
Subject: Objection to Proposed FY2027 Airport Fees - Air Busan

Dear GIAA Management,

I hope this email finds you well.

Please find the attached formal letter regarding Air Busan's position on the proposed Signatory Airline Rents and Fees for Fiscal Year 2027.

We have carefully reviewed the latest budget package and would like to formally express our concerns as outlined in the attached document.

We appreciate your attention to this matter and look forward to your response or an opportunity for further discussion.

Sincerely,

--

장재원 | 지점장 | 괌지점 | 에어부산

JANG JAEWON | Sationl Manager | Guam Branch | AIR BUSAN

M +1 671-787-3060 | jwjang@airbusan.com

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Email:jwjang@airbusan.com

Date: 18.JULY.2026

Guam International Airport Authority

Executive Manager, GIAA Management

Subject: Formal Protest Regarding Proposed Fiscal Year 2027 Airport Rates and Fees

Dear GIAA Management

I am writing on behalf of AirBusan to formally express our profound concern regarding the recently proposed adjustment to the Signatory Airline Rents and Fees for Fiscal Year 2027.

While we acknowledge the Guam International Airport Authority commitment to operational excellence and financial sustainability, we believe the proposed fee structure imposes an excessive and disproportionate burden on air carriers. Given the current economic climate, we find it difficult to reconcile these hikes with the market's recovery trajectory. We would like to formally request a reconsideration of these adjustments, specifically regarding the following areas:

- **Disproportionate Increase in Operational Costs:** The proposed adjustments for appear to far exceed standard industry benchmarks and annual inflation rates. Such significant spikes threaten to undermine the cost-efficiency required to maintain our current service levels.

- **Impact on Route Economic Viability:** The projected increase in the Cost per Enplaned Passenger (CPE) significantly challenges our ability to maintain competitive pricing. This poses a direct risk to the long-term sustainability of our routes, potentially forcing a re-evaluation of our future capacity allocation.

- **Challenging Global Aviation Environment:** Carriers are currently navigating an era of volatile fuel costs and strained operational margins. Implementing such steep increases at this juncture places undue strain on our operations and may unintentionally discourage the very growth we are all striving to achieve for this destination.

We urge the Airport Authority to engage in further consultation with airline partners to find a more balanced and sustainable approach. We remain committed to our partnership and are eager to discuss potential alternatives that ensure the airport's financial stability without jeopardizing airline operations.

Sincerely,

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Jae Won, Jang
Station Manager
Air Busan Guam Branch

From: 강현욱 <gumkkz@trinityairways.com>
Sent: Wednesday, July 15, 2026 12:52 PM
To: GIAA Official <official@guamairport.net>
Subject: Objection to the Proposed FY 2027 Rates and Fees Increase – [T'way air]

Dear [GIAA Management],

On behalf of T'way air, I am writing to formally submit our deep concern and strong objection regarding the proposed Signatory Airline Rents and Fees for Fiscal Year 2027,

as presented in the latest budget package.

While we understand the Airport Authority's need to secure financial stability and meet its debt service coverage requirements, the scale of the proposed increases

is exceptionally high and imposes an unsustainable financial burden on our operations.

In particular, we would like to highlight the following critical concerns:

- **Excessive Rate Hikes:** Key operational cost drivers, such as Landing Fees (+130.2%) and Loading Bridge Use Fees (+45.7%), are slated for unprecedented increases. These drastic hikes are far beyond normal inflation or manageable operational adjustments.
- **Unprecedented CPE Surge:** Under this proposed budget, the Cost per Enplaned Passenger (CPE) is projected to skyrocket from **$34.62 to $55.06 (a 59% increase)**. This steep rise severely damages the economic viability of our Guam routes.
- **Compounded Cost Pressures (High Fuel Prices):** This massive rate hike comes at a time when airlines are already struggling under intense financial pressure due to persistently **high global fuel prices**. Forcing carriers to absorb such significant airport fee increases alongside high fuel costs will inevitably pressure us to review our flight frequencies and capacity to Guam.

Guam's tourism and aviation sectors are still in a delicate phase of recovery. Directly transferring the airport's financial deficit and debt service recovery burden to the airlines—who are actively keeping the island connected to the world—risks harming the entire local hospitality economy.

Therefore, we urgently request that GIAA **reconsider and adjust the proposed FY 2027 rates and fees**. We strongly advocate for a phased implementation or a downward adjustment of these rates, alongside joint efforts to find more balanced cost-saving measures.

We request an urgent consultation meeting between GIAA leadership and the Signatory Airline Committee to discuss a mutually viable path forward.

Thank you for your attention to this critical matter, and we look forward to your prompt response.

Sincerely,

From: 윤준철[GUMKKKKZ - YOON JUNCHUL] <jchyoon@jinair.com>
Sent: Monday, July 20, 2026 11:41 AM
To: Dafne M. Shimizu <dmshimizu@guamairport.net>; GIAA Official <official@guamairport.net>
Cc: 괌지점 <gumkk@jinair.com>
Subject: [JIN AIR] Comments on the FY2027 Proposed Airport Fee Increase

Dear GIAA Management,

I hope this email finds you well.

Please find attached Jin Air's comments regarding the proposed FY2027 Airport fee adjustments.

Sincerely,

JC Yoon

Jin Air Guam Branch

From: OWANO HIDEO (JALI GUMBOZ) <owano.r9d5@jal.com>
Sent: Thursday, July 23, 2026 6:13 PM
To: Dafne M. Shimizu <dmshimizu@guamairport.net>
Cc: KURITA RYUICHI (JALI GUMBOG) <kurita.my9x@jal.com>
Subject: JAL comments regarding Fiscal Year 2027 Budget

Dear Dafne Mansapit-Shimizu san

Thank you for providing us with the opportunity to review and comment on the proposed FY2027 Budget.

First of all, we sincerely appreciate GIAA's continuous efforts to maintain and improve Guam's airport infrastructure and services. We understand that ensuring safe and efficient airport operations requires significant investment and careful financial planning.

However, from the perspective of an airline serving Guam, we would like to express our serious concern regarding the proposed increase in airport charges.

Needless to say, the airline industry continues to face significant cost pressures, particularly due to the sustained high price of aviation fuel and other operating expenses. At the same time, demand from the Japanese market, which has traditionally been one of Guam's most important source markets, has yet to recover. Additionally passenger demand remains fragile and highly sensitive to any increase in travel costs including weak foreign exchange rate.

Under these circumstances, the proposed increase in airport charges would impose a substantial additional financial burden on our Guam operation. We are seriously concerned that this increase could elevate our operating costs to a level where maintaining the financial sustainability of our Guam station would become extremely challenging. In the worst-case scenario, it could jeopardize our ability to cover the basic operating costs necessary to continue our local operations. While the GUam route's operating results were already extremely poor in both FY24 and 25, they are expected to deteriorate further in FY2026.

Furthermore, despite our continued commitment to the Guam market, the Japan–Guam route has remained unprofitable (While the Guam route's operating results were already extremely poor in both FY24 and 25, they are expected to deteriorate further in FY2026). This is largely because the route depends almost entirely on leisure travelers, whose travel decisions are highly price-sensitive. Any increase in the overall cost of travel—including airport charges—is likely to have a direct impact on demand.

Given these circumstances, we believe that the continued recovery and long-term sustainability of Guam's tourism industry cannot rely solely on the efforts of airlines. Ongoing support and partnership from GIAA and the Government of Guam are essential to maintaining air connectivity and stimulating demand from Japan. Without such support, we are deeply concerned about the future growth and competitiveness of Guam as a destination for Japanese visitors.

Japan Airlines has proudly served Guam for more than 55 years, contributing to the island's tourism industry and strengthening the long-standing ties between Japan and Guam. In addition, for nearly 12 years, Guam has played an important role as the base for our pilot training program. We remain fully committed to contributing to Guam's economy and community for many years to come.

With this long-standing partnership in mind, we respectfully ask GIAA to reconsider the proposed increase in airport charges. We believe that maintaining competitive airport costs is essential to preserving air connectivity, encouraging tourism demand, and ensuring the sustainable growth of Guam's aviation and tourism industries. We sincerely hope that GIAA, the Government of Guam, and the airline community can continue working together to build a stronger and more prosperous future for Guam.

Thank you very much for your time, understanding, and thoughtful consideration of our comments.

Best regards,

Hideo Owano
V.P and Regional Manager Guam and Micronesia Region
Japan Airlines co., ltd.

Date : July 19, 2026

To : GIAA

From : Jin Air Guam Branch

Comments on the FY2027 Proposed Airport Fee Increase

Dear GIAA Management,

First of all, we would like to express our sincere appreciation for your continued efforts to ensure the safe, secure, and efficient operation of Guam International Airport.

After reviewing the proposed FY2027 Budget and the proposed airport fee adjustments, we would like to respectfully provide the following comments.

The global aviation industry continues to face significant challenges, including geopolitical uncertainty, persistent inflation, high operating costs, and volatile fuel prices. In response to these challenges, many airports around the world have chosen to freeze airport charges or minimize fee increases in order to share the financial burden with airlines and support the recovery of international air services.

However, the proposed FY2027 Budget includes substantial increases in various airport charges across multiple categories. These proposed increases would place an additional financial burden on airlines that continue to support Guam's air connectivity despite the current challenging operating environment.

Furthermore, Guam International Airport is already recognized as one of the higher-cost airports in the region. Additional increases in airport charges may negatively affect airlines' ability to maintain existing services, increase capacity, or introduce new routes.

Moreover, despite the difficult operating environment faced by airlines, GIAA has not provided any airport-specific financial assistance or incentive programs to airlines during this year. While airlines continue to absorb increasing operating costs and work to sustain air service to Guam, they are now also being asked to bear significantly higher airport charges.

We also note that the proposed FY2027 Budget itself recognizes that passenger traffic remains below historical levels and that airline capacity continues to be critical to Guam's tourism recovery. Under these circumstances, increasing airport charges may discourage airlines from maintaining or expanding air services, ultimately slowing the recovery of visitor arrivals and weakening Guam's tourism competitiveness.

The recovery of Guam's tourism industry depends on close cooperation between the airport and its airline partners. Maintaining a competitive airport cost structure is essential to preserving existing air services, encouraging future growth, and strengthening Guam's long-term economic recovery.

In light of these circumstances, we respectfully request that GIAA reconsider the proposed FY2027 airport fee increases before finalizing the FY2027 Budget.

We appreciate your consideration of our comments and remain committed to working closely with GIAA to support the continued growth of air services and the sustainable recovery of Guam's tourism industry.

Thank you for your consideration.

Junchul Yoon
Guam Regional Manager / Jin Air

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WE'RE ON IT 24/7

August 3, 2026

MEMORANDUM

To: Mr. Brian Bamba
Chairman
GIAA Board of Directors

From: Debbie Ngata
Acting Comptroller

Subject: Operating Results – Revenues and Expenses as of June 30, 2026

Attached herewith is GIAA's Operating Results Report for the month ending June 30, 2026. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended June 30, 2026.

The key operating results for 9 month(s) of FY2026 ending June 30, 2026 – (in $000's) are

CATEGORY	Actual FY26 Current Month	YEAR-TO-DATE		
		Budget FY26 Y-T-D	Actual FY26 Y-T-D	% Variance Budget vs. Actual Y-T-D Current Month
Total Signatory Revenues	$ 2,387.2	$ 32,285.3	$ 27,795.3	-13.9%
Total Concession Revenues	$ 769.0	$ 8,195.6	$ 7,644.1	-6.7%
Total PFC's	$ 179.7	$ 3,451.5	$ 2,817.0	-18.4%
Total Other Revenues	$ 1,545.2	$ 12,411.8	$ 12,647.1	1.9%
Total Operating Revenues	$ 4,881.1	$ 56,344.2	$ 50,903.5	-9.7%
Total Operating Expenses	$ 3,721.7	$ 41,559.9	$ 36,405.7	-12.4%
Net Revenues from Operations	$ 1,159.4	$ 14,784.3	$ 14,497.8	-1.9%
Non-Operating Expenses	$ 112.4	$ 1,112.2	$ 1,327.4	19.3%
Other Available Moneys/Other Sources of Funds	$ 388.4	$ 3,233.5	$ 1,080.7	-66.6%
Net Debt Service Coverage	**1.03**	**1.54**	**1.10**	**-28.4%**

Year-to-date Total Signatory Revenues for the month ending June 30, 2026 are below budgeted revenues by **13.9%.** Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **6.7%** below budget while Passenger Facility Charges are below the budget estimate by **18.4%.**

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **1.9%.**

Year-to-date Total Operating Revenues actual of **$50.9M** is **9.7%** below the budget estimate of **$56.3M**.

Year-to-date Total Operating Expenses are below budget by **12.4%.** Components of this line item include a **8.0%** decrease in Personnel Service, a **16.7%** decrease in Contractual Services, a **46.9%** decrease in Materials & Supplies and a **0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **$14.5M** represents a **1.9%** decrease over the year-to-date budgeted amount of **$14.8M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.10** versus the requirement of **1.25.**

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

Attachments

Cc: Board of Directors
Executive Manager
Deputy Executive Manager
Airport Services Manager

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
KEY OPERATING RESULTS ($000's)
As of June 30, 2026

	CURRENT MONTH					YEAR - TO - DATE			
	Actual FY2025	Budget FY2026	Actual FY2026	%Var Bud Vs Act'l	Budget Full Year	Actual FY2025	Budget FY2026	Actual FY2026	%Var Bud Vs Act'l
I. Signatory Airline Rents & Fees									
Terminal Bldg Rentals	302.4	305.0	302.7	-0.8%	3,659.7	2,721.5	2,744.8	2,699.7	-1.6%
Departure Fees	579.3	711.4	457.8	-35.6%	8,713.6	5,207.9	6,437.7	5,386.6	-16.3%
Arrival Fees	730.3	940.5	550.9	-41.4%	11,715.3	6,800.2	8,623.4	6,910.5	-19.9%
Immigration Inspection Fees	185.8	240.9	137.3	-43.0%	3,030.8	1,761.3	2,237.4	1,811.3	-19.0%
Common Use Departure Fees	37.6	53.0	21.5	-59.4%	667.5	335.7	484.2	388.6	-19.7%
Loading Bridge Use Fees	313.5	386.3	274.0	-29.1%	4,781.8	2,875.0	3,511.8	3,081.8	-12.2%
Landing Fees	601.4	772.9	555.7	-28.1%	9,714.7	5,359.5	7,128.7	6,504.4	-8.8%
Apron Use Fees	113.4	121.1	87.2	-28.0%	1,522.6	996.4	1,117.3	1,012.5	-9.4%
Total Signatory Revenue	**2,863.6**	**3,531.1**	**2,387.2**	**-32.4%**	**43,805.9**	**26,057.3**	**32,285.3**	**27,795.3**	**-13.9%**
Enplaned Signatory Pax	87,025	102,209	65,778	-35.6%	1,251,948	767,693	924,962	799,055	-13.6%
Cost per Enplaned Pax	**$32.91**	**$34.55**	**$36.29**	**5.0%**	**$34.99**	**$33.94**	**$34.90**	**$34.79**	**-0.3%**
Revenues from Sources other than									
Signatory Airlines Rents & Fees									
Concession Revenues									
Gen Mdse	488.0	528.7	430.9	-18.5%	6,750.4	4,353.4	4,774.3	4,479.4	-6.2%
In-flight Catering	130.3	123.4	127.7	3.5%	1,460.2	1,015.3	1,103.7	1,175.8	6.5%
Food & Beverage	76.7	84.9	64.5	-24.0%	1,004.8	685.7	759.5	677.2	-10.8%
Rental Cars	128.2	153.7	129.7	-15.6%	1,818.5	1,168.1	1,374.5	1,144.2	-16.8%
Other Concession Rev	17.9	20.5	16.3	-20.7%	242.9	168.1	183.6	167.4	-8.8%
Total Concession Revenues	**841.2**	**911.2**	**769.0**	**-15.6%**	**11,276.8**	**7,390.5**	**8,195.6**	**7,644.1**	**-6.7%**
Passenger Facility Charges	348.4	381.4	179.7	-52.9%	4,671.6	2,880.9	3,451.5	2,817.0	-18.4%
Other Revenue	1,336.0	1,375.6	1,545.2	12.3%	16,580.4	11,604.8	12,411.8	12,647.1	1.9%
Total Operating Revenue	**5,389.1**	**6,199.3**	**4,881.1**	**-21.3%**	**76,334.8**	**47,933.6**	**56,344.2**	**50,903.5**	**-9.7%**
II. Operating Expenses:									
Personnel Services	2,067.5	2,287.7	2,097.5	-8.3%	27,833.0	18,883.7	20,817.6	19,161.1	-8.0%
Contractual Services	1,897.7	2,063.8	1,474.3	-28.6%	26,086.3	17,602.3	19,377.2	16,137.5	-16.7%
Materials & Supplies	36.9	168.0	140.7	-16.2%	1,796.5	766.7	1,365.1	725.6	-46.9%
Equipment/Furnishings	0.0	0.0	9.2	0.0%	0.0	122.7	0.0	381.5	0.0%
Total Operating Expenses	**4,002.1**	**4,519.4**	**3,721.7**	**-17.7%**	**55,715.7**	**37,375.4**	**41,559.9**	**36,405.7**	**-12.4%**
Net income from Operations	**1,387.0**	**1,679.9**	**1,159.4**	**-31.0%**	**20,619.0**	**10,558.1**	**14,784.3**	**14,497.8**	**-1.9%**

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
KEY OPERATING RESULTS ($000's)
As of June 30, 2026

	CURRENT MONTH					YEAR - TO - DATE			
	Actual FY2025	Budget FY2026	Actual FY2026	%Var Bud Vs Act'l	Budget Full Year	Actual FY2025	Budget FY2026	Actual FY2026	%Var Bud Vs Act'l
III. Other Revenues and Expenses									
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	497.5	123.6	112.4	-9.1%	1,483.0	2,379.4	1,112.2	1,327.4	19.3%
Add: Interest on Investments	149.7	134.1	164.0	22.3%	1,608.8	1,151.7	1,206.6	1,200.5	-0.5%
Net Revenues	1,039.2	1,690.4	1,211.1	-28.4%	20,744.8	9,330.4	14,878.7	14,370.8	-3.4%
Add: Other sources of Funds (Federal Reimb)	12.5	33.3	0.0	-100.0%	400.0	225.3	300.0	82.3	-72.6%
Add: Other available moneys	173.1	325.9	388.4	19.2%	3,911.2	2,623.3	2,933.4	998.4	-66.0%
Net Revenues and Other Available Moneys	**1,224.8**	**2,049.6**	**1,599.5**	**-22.0%**	**25,056.0**	**12,179.0**	**18,112.1**	**15,451.5**	**-14.7%**
Debt Service payments	692.2	1,303.7	1,553.7	19.2%	15,644.8	10,493.3	11,733.6	13,983.6	19.2%
Debt Service Coverage	**1.77**	**1.57**	**1.03**	**-34.5%**	**1.60**	**1.16**	**1.54**	**1.10**	**-28.4%**

Doc. No. 38GL-26-2868.*