Outlook

Messages & Communications Doc. No. 38GL-26-3115 through 3123.

From 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Date Thu 11/12/2026 3:34 PM
To Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc Frank Blas Jr. <speakerblas@guamlegislature.gov>

6 attachments (16 MB)
111226COMM Doc. No. 38GL-26-3115.pdf; 111226COMM Doc. No. 38GL-26-3117.pdf; 111226COMM Doc. No. 38GL-26-3119.pdf; 111226COMM Doc. No. 38GL-26-3118.pdf; 111226COMM Doc. No. 38GL-26-3120.pdf; 111226COMM Doc. No. 38GL-26-3122.pdf;

Håfa Adai Clerks Office,
Please see attached, **Messages & Communications Doc. No. 38GL-26-3115 through 3123** for processing:

√	**38GL-26-3115**	Guam Housing Corporation	Unaudited Statement of Revenue and Expenditure Report for September 2026 and FY2026 4th Quarter Staffing Pattern*
√	**38GL-26-3116**	A.B. Won Pat International Airport Authority	Board Meeting Packet for Regular Board Meeting held on August 27, 2026 and Special Board Meeting held on September 3, 2026*
√	**38GL-26-3117**	University of Guam	4th Quarter Staffing Pattern. FY2026 4th Quarter Staffing Pattern.
√	**38GL-26-3118**	Department of Public Health and Social Services	Guam Board of Barbering and Cosmetology Board Meeting Packet for October 5, 2026 and reconvened on October 26, 2026*
√	**38GL-26-3119**	Guam Memorial Hospital Authority	Notification of Temporary Assignment or Detail – Amee Jaylan Fejeran, Administrative Assistant, 9/28/26 and Claire B. Frianeza, Management Analyst III, 10/12/26.
√	**38GL-26-3120**	Guam Solid Waste Authority	Unaudited Revenues and Expenditures Report for the month of September 2026*
√	**38GL-26-3121**	Guam Memorial Hospital Authority	FY2026 4th Quarter Staffing Pattern.
√	**38GL-26-3122**	Port Authority of Guam	Revenues and Expenses Report for month ending August 31, 2026*
√	**38GL-26-3123**	Judiciary of Guam	FY2026 4th Quarter Judicial Building Revenues and Expenditures Report, Staffing Pattern, Travel Quarterly Report, Operational Cost Budget Report, Judicial Client Services Fund Report.

Please retrieve Doc. No. 38GL-26-3116, 3121 and 3123 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

Disclaimer: The content of this email is intended for the person or entity to which it is addressed only. This email may contain confidential information. If you are not the person to whom this message is addressed, be aware that any use, reproduction, or distribution of this message is strictly prohibited. If you received this in error, please contact the sender at committeeonrules@guamlegislature.gov and immediately delete this email and any attachments.

Messages and Communications 38GL-26-3116*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Wed, Oct 28, 2026 at 5:30 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-26-3116

38GL-26-3116	A.B. Won Pat International Airport Authority	Board Meeting Packet for Regular Board Meeting held on August 27, 2026 and Special Board Meeting held on September 3, 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, Hagatña

(671)969-6456
speakerblas@guamlegislature.gov

Electronic Privacy Notice: This e-mail and any attachment(s), contains information that is, or may be, covered by electronic communications privacy laws and legal privileges, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing the information in this e-mail or any attachment in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

38GL-26-3116.pdf

Speaker _ EXECUTED Transmittal of Minutes - A…

---------- Forwarded message ---------
From: **GIAA Official** <official@guamairport.net>
Date: Wed, Oct 28, 2026 at 3:58 PM
Subject: GIAA Monthly Board of Directors Meeting Minutes
To: Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Electronic Transmittal

Date:	October 13, 2026
To:	The Honorable Frank F. Blas, Jr., Speaker of the 38th Guam Legislature
From:	Executive Manager, John M. Quinata
Subject:	GIAA Monthly Board of Directors Meeting Minutes

Attachment (s):	GIAA Monthly Board of Directors Meeting Minutes **Speaker _ EXECUTED Transmittal of Minutes - August 27, 2026 & September 3, 2026.pdf**

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

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

Confidentiality notice: This message (including any attachments) contains information that is confidential and proprietary to GIAA and/or A.B. Won Pat International Airport Authority, Guam, and that is for the sole use of the intended recipients. If you are not an intended recipient, you may not read, print, retain, use, copy, distribute, forward 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).

38th Committee On Rules <committeeonrules@guamlegislature.gov> Thu, Oct 29, 2026 at 10:30 AM
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Håfa Adai,

Received, and thank you.

Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

Disclaimer: The content of this email is intended for the person or entity to which it is addressed only. This email may contain confidential information. If you are not the person to whom this message is addressed, be aware that any use, reproduction, or distribution of this message is strictly prohibited. If you received this in error, please contact the sender at committeeonrules@guamlegislature.gov and immediately delete this email and any attachments.

[Quoted text hidden]

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

GIAA Monthly Board of Directors Meeting Minutes

3 messages

GIAA Official <official@guamairport.net> Wed, Oct 28, 2026 at 3:58 PM
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Doc Type: 38GL-26-3116
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.
October 28, 2026
Time: 3:58 PM
Received:

Electronic Transmittal

Date:	October 13, 2026
To:	The Honorable Frank F. Blas, Jr., Speaker of the 38th Guam Legislature
From:	Executive Manager, John M. Quinata
Subject:	GIAA Monthly Board of Directors Meeting Minutes

Attachment (s):	GIAA Monthly Board of Directors Meeting Minutes **Speaker _ EXECUTED Transmittal of Minutes - August 27, 2026 & September 3, 2026.pdf**

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

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

Confidentiality notice: This message (including any attachments) contains information that is confidential and proprietary to GIAA and/or A.B. Won Pat International Airport Authority, Guam, and that is for the sole use of the intended recipients. If you are not an intended recipient, you may not read, print, retain, use, copy, distribute, forward 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).

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Wed, Oct 28, 2026 at 4:22 PM
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

Electronic Privacy Notice: This e-mail and any attachment(s), contains information that is, or may be, covered by electronic communications privacy laws and legal privileges, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing the information in this e-mail or any attachment in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

[Quoted text hidden]

---

speakerblas@guamlegislature.gov <speakerblas@guamlegislature.gov> Wed, Oct 28, 2026 at 4:23 PM
To: official@guamairport.net, official@guamairport.net

Your message

To: official@guamairport.net
Subject: GIAA Monthly Board of Directors Meeting Minutes
Sent: 10/28/26, 3:58:33 PM GMT+10

was read on 10/28/26, 4:23:01 PM 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

October 22, 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:

- Thursday, August 27, 2026, Regular Meeting Minutes
- Thursday, September 3, 2026, Special Meeting Minutes

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

Senseramente,

John M. Quinata
Executive Manager

Attachments
CC: Admin

38GL-26-3116
Messages and Communications
RECEIVED
COMMITTEE ON RULES
October 28, 2026
5:30 p.m.
Marie 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 27, 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 27, 2026, and called to order by Chairman Brian J. Bamba at 3:14 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[1]	Director
Doyon A. Morato	Director
Jesse G. Garcia	Director

Directors Present:	**Offices or Positions:**
Gurvinder S. Sobti (Excused)	Vice Chairman
Rosie R. Tainatongo (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
Antonio O. Laniog, Jr.	Engineer III (Civil)
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
Vanessa Pangindian	Management Analyst III
Daniel Stone	Assistant Fire Chief (Airfield)
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. At this time Executive Manager (EM) John M. Quinata announced that he recuses himself from item 6F.

[1] Arrived at 3:15pm

2. APPROVAL OF AGENDA

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

Resolution No. 26-65

The Board hereby approves the agenda of August 27, 2026, regular meeting, as presented.

3. APPROVAL OF MINUTES

A. August 6, 2026, Regular Board Meeting

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

Resolution No. 26-66

The Board hereby approves the minutes of August 6, 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-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicle

Reference is made for Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicle as part of the Board's packet, which was presented by Mr. Frank Santos, GIAA Consultant. The short form for this grant is AIP 135.

The grant amount is $2M with FAA's share at 95% and the Airport's share at 5%. The vehicle replaces our current unit number five, which was a 2015 model and ten years is the usual time frame FAA considers replacing the vehicles they funded previously. Note that there is a long wait time for this type of purchase. Though this will go out for bid, it is expected that even after the NTP it will take two years for the vehicles to be manufactured, shipped, and delivered to Guam.

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

Resolution No. 26-67

The Board hereby moves to approve ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicles.

B. Reference is made for Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing

Reference is made for Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing as part of the Board's packet, which was presented by Mr. Frank Santos, GIAA Consultant. The short form for this grant is AIP 138.

This grant is to reconstruct perimeter security fencing, and also involves relocation and expansion of a brand-new entry into the Air Operations Area (AOA). There will be a booth for Airport Police to inspect vehicles and personnel entering and exiting the AOA. The grant amount for this is $7,008,570, which is 95% FAA and 5% Airport share. This will also be funded in the FY2027 budget.

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

Resolution No. 26-68

The Board hereby moves to approve ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing.

C. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges

Reference is made for Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges as part of the Board's packet, which was presented by Mr. Frank Santos, GIAA Consultant. The short form for this grant is AIP 139.

This grant was previously awarded in AIP 130 for four loading bridges from the FAA in the amount of $6.8 million for four bridges at a time, but that specific grant was for five bridges. This new grant with additional money is to acquire two additional for a total of seven bridges that will be replaced. The two new bridges will be assigned to Gate 12 and Gate 14. These two bridges that were previously approved have already been ordered and are queued for manufacturing in June 2027. Gate 5 will arrive on July 7, 2027, Gate 16 on July 14, 2027, Gate 4 on July 21, 2027, lastly the fifth bridge for Gate 19 on July 28, 2027. These particular grants 138 and 139 are $3 million and are 100% FAA funded. There is a total of seventeen bridges to rebuild. At this time, we are able to address seven with the plan for the remaining ten to be replaced on a multi-year basis.

This is included in the capital improvement project (CIP) list for FY2027. On motion duly made by Director Alcorn, seconded by Director Garcia, the following resolution was unanimously passed:

Resolution No. 26-69

The Board hereby moves to approve ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges.

D. Approval of Contract Modifications for Passenger Loading Bridges

Reference is made for Contract Modifications for Passenger Loading Bridges as part of the Board's packet, which was presented by Mr. Frank Santos, GIAA Consultant. Change Order No. 1 is in connection with Contract No. GIAA-26-001 (the "Contract") between Oshkosh AeroTech, LLC (hereinafter referred to as "Contractor") and Antonio B. Won Pat International Airport Authority, Guam, (hereinafter referred to as "Owner"), fully executed on April 9, 2026, for the replacement and installation of four (4) new passenger loading bridges for the Owner; the following change order is made in accordance with the Contract Document's General Provisions, Section 16.2.

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

Resolution No. 26-70

The Board hereby moves to approve Change Order No. 1 in the amount of $4,516,384.00 for Passenger Loading Bridges, subject to legal review.

E. Approval of GIAA Operating Budget FY2027

Reference is made to the GIAA Operating Budget FY2027 as part of the Board's packet, which was presented by Ms. Debbie Ngata, Acting GIAA Comptroller. Ms. Ngata mentioned that the FY2027 budget being presented is a result of a cumulative effort which involves consultation with our airline partners. The GIAA Operating Budget presentation focused on justification of the FY2027 budget, emphasizing cost-cutting measures and revenue stabilization. Requests were sent to each division for their knowledge and expertise in their fields to put out what they believe is necessary for the Authority to operate. Additionally, requests were sent to Signatory Airlines for their flight and passenger projections. All this information is combined along with projections for non-aeronautical revenues to determine the rates and fees for FY2027.

Projections decreased in total Airport revenues from $78.3 million in FY26 to $77.3 million in FY2027. This trend is driven by passenger traffic falling below budgeted projections for seven consecutive years, with FY2026 enplanement tracking 15% below budget at 1.06 million. FY2027 forecasted airline projections are set at 1.18 million passengers, a 5% decrease from FY26. Aeronautical sources are expected to comprise 72.9% of revenue, while non-aeronautical source will account for 27.1%. Annual debt service is budgeted at $18.6 million for FY2027, which is expected to remain at this level until FY2034. As for the Computed Per Enplanement (CPE) it is projected at $38.03, an 8.69% increase for FY2026.

As far as operational adjustments, these are made to manage cash shortfall and declining federal operating grants. The Authority is prioritizing essential expenditures and cost reduction. Expense reductions include personnel costs which are budgeted at $27.2 million due to lower statutory retirement rates and vacancy adjustments. Contractual services were also reduced by approximately $500,000 through contract re-evaluation. Capital projects are budgeted at $6.6 million, focusing on federally funded or essential projects like the terminal building roof replacement, apron projects, etc. As for risk management, the Risk and Loss Funds require replenishment to $5 million to meet insurance deductibles following typhoon-related costs. The Property Management Office (PMO) is actively seeking new non-aeronautical income through monthly request for interest (RFI) for property leases. The Authority's primary focus remains on Airport safety and security while navigating fluctuating passenger numbers. The Authority will prioritize key maintenance functions while deferring non-critical projects identified by the Properties & Facilities and Engineering division heads. Management will work closely with signatory airlines to monitor passenger counts and address protentional rate adjustments if revenues fail to cover obligations.

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

Resolution No. 26-71

The Board hereby moves to approve GIAA Operating Budget FY2027, as presented.

F. Approval and Award of Non-Exclusive Car Rental Concession – GIAA RFP No. C-003-FY26

As part of the Board's packet, board action is requested to approve the ranking results for Request for Proposals (RFP) No. C-003-FY26 for the award of up to six (6) Non-Exclusive Car Rental Concession and Lease Agreements to provide and operate rental car services within the Main Passenger Terminal at the A.B. Won Pat International Airport Authority, Guam, (GIAA).

The A.B. Won Pat International Airport Authority, Guam (GIAA) solicited for the submission of competitive proposals from qualified parties ("Proposers") for the award of a Non-Exclusive Car Rental Concession and Lease Agreement to provide and operate rental car services within the Main Passenger Terminal at GIAA.

The GIAA intends to award up to six (6) rental car service counters and 138 ready/return parking spaces. Awards will be made on a one-counter-per-proposer basis and single, dual or multi-branding is permitted.

The Non-Exclusive Car Rental Concession and Lease Agreement is for a period of ten (10) years beginning September 1, 2026 -August 31, 2036. The Non-Exclusive Car Rental Concession and Lease Agreement shall include one (1) option to extend for an additional five (5) year term,

exercised at the sole discretion of the GIAA. In no event shall the total term of the Agreement, including the initial term and any extension, exceed fifteen (15) years.

The RFP was publicly announced in a local newspaper on July 13, 2026, July 21, 2026, and August 5, 2026. The deadline to submit proposals was August 14, 2026, at 4:00 p.m. Chamorro Standard Time (ChST).

A total of nine (9) companies downloaded the RFP package, and eight (8) companies submitted proposals before the submission deadline.

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

Resolution No. 26-72

The Board hereby moves to approve the ranking results and the concession agreement award to the six (6) highest ranking qualified Proposers based on their proposed Minimum Annual Guaranty (MAG) amounts, proposer's G, C, E, H, D, and F subject to the execution of the Non-Exclusive Car Rental Concession and Lease Agreement. If GIAA is unable to execute a concession agreement with any of the six (6) highest ranked qualified proposers, the Deputy Executive Manager or designee may execute concession agreement(s) with the next highest ranked qualified proposer.

The six (6) highest ranking qualified Proposers are:

G. Triple J
C. Emerald Pacific Corp.
E. EL Corp.
H. Atkins Kroll
D. Nissan Rent-A-Car ← Tie
F. Pacific Auto Group – Sixt Rent-A-Car ←

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, 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 Attached herewith is GIAA's Operating Results Report for the month ending July 31, 2026. This

report summarizes the Budgeted versus Actual Revenues and Expenses for the month, and year-to-date results ended July 31, 2026. A chart of the key operating results for 10 months of FY2026 ending July 31, 2026 - (in $000's)

Year-to-date Total Signatory Revenues for the month ending July 31, 2026, are below budgeted revenues by 15.5%. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are 10.2% below budget while Passenger Facility Charges are below the budget estimate by 20.3%.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by 5.5%.

Year-to-date Total Operating Revenues actual of $56.4M is 10.4% below the budget estimate of $63.0M.

Year-to-date Total Operating Expenses are below budget by 12.7%. Components of this line item include a 7.7% decrease in Personnel Service, a 17.3% 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 $15.9M represents a 4.1% decrease over the year-to-date budgeted amount of $16.6M.

Finally, our year-to-date results for Debt Service Coverage is at 1.12 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 Garcia; motion unanimously passed. The meeting was adjourned at 5:54 p.m.

Dated this 9th day of October 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 27, 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:
The Guam Daily Post – Thursday, August 20, 2026
Notice to Media – Thursday, August 20, 2026

Second Notice:
The Guam Daily Post – Tuesday, August 25, 2026
Notice to Media – Tuesday, August 25, 2026

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
   - **A.** August 6, 2026, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
   - **A.** Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicle
   - **B.** Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing
   - **C.** Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges
   - **D.** Approval of Contract Modifications for Passenger Loading Bridges
   - **E.** Approval of GIAA Operating Budget FY2027
   - **F.** Approval and Award of Non-Exclusive Car Rental Concession – GIAA RFP No. C-003-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 27, 2026
GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET

	PRINT NAME	COMPANY/AGENCY
1.	FRANK SANTOS	TMG
2.	William Brennan	Arriola Law Firm
3.	CHERYL BUSTOS	GIAA
4.	MARVIN CRISOSTOMO	SEN LUJAN
5.	DANIEL SPOHR	GIAA
6.	Billy G.	GIAA
7.	Rotenda Isaac-Ramalie	GIAA
8.	TRICIA C	GIAA
9.	Tony Lujan	"
10.	JUAN BENGO	"
11.	Jean M. Arriola	GIAA
12.	Debbie Ngata	GIAA
13.	Danielle Camacho	GIAA
14.	Vanessa Pangindian	GIAA
15.		
16.		
17.		
18.		
19.		
20.		

OLIVER WESTON BORDALLO, ESQ.
502 Agana Bay Condominium
182 Trankilo Street, Tamuning, Guam 96913
Phone: (671) 649-4230 Fax: (671) 649-4231
olibordallo_@hotmail.com
olibordallo@gmail.com

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE
OF
JACKQULINE M. STRANDHAGEN,
Decedent.

PROBATE CASE NO. PR0079-26

AMENDED 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 Jorgi G.S. Flores has filed a Petition to Admit Pour-Over Will to Probate, Appoint Executrix and Authorize Transfer of Property to Strandhagen Family Trust without Administration.

2. A hearing on the petition will be heard on **Wednesday, August 28, 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: 8 JULY 2026

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

CLASSIFIED ADVERTISING

Personal Ad?

Trying to sell the car, old phone, or miscellaneous item? Have an up coming yard sale, Events, etc?

We can help you get the word out.

ONLY $16.00
A DAY/COLUMN INCH

Call us at 671.649.1924 or
email sales@postguam.com
Mon. - Fri. 8:00 am - 5:00 pm

THE GUAM DAILY POST



JOB ANNOUNCEMENT FOR TEMPORARY POSITIONS

4 – CARPENTER (1 yr. exp.) $18.34/Hr.
10 – CEMENT MASON (1 yr. exp.) $17.51/Hr.

Apply at RN Builders Corporation by calling 671-989-0498.
References required upon request.

GUAM HYBRID LAND USE COMMISSION
Department of Land Management
ITC Building, Third Floor, Tamuning, GU 96913
P.O. Box 2950, Hagåtña, Guam 96932
Tel: 671-649-5263 Ext. 300 • Fax: 671-649-5383

AGENDA

A regular Guam Hybrid Land Use Commission meeting will be held on Thursday, August 27, 2026, at 1:30 p.m., Department of Land Management Conference Room, 590 S. Marine Corps Dr., 3rd Floor, ITC Building, Tamuning. Livestreamed on YouTube at the Guam Department of Land Management Channel.

I. Notation of Attendance/Roll Call
II. Approval of Minutes – June 25, 2026
III. Old or Unfinished Business [None]
IV. New Business
A. Application No. H2025-23, Pacific Energy Corporation requests a Conditional Use Permit to allow for the construction and operation of a photovoltaic solar power facility on a portion of Lot B-3REM-14-R2, Inalåhan, in an "A" Zone.
V. Administrative & Miscellaneous Matters
VI. Adjournment

Funding Source provided by the Applicant.
Persons requiring special accommodations, please call Cristina Gutierrez 671-649-5263, ext. 375

Need to get your message out there?

Our sales team has new opportunities for you!

In print or online we have you covered at The Guam Daily Post!
email at krista@postguam.com for inquiries.

THE GUAM DAILY POST

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

BOARD OF DIRECTORS REGULAR MEETING

Thursday, August 27, 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. August 6, 2026, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
   A. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicle
   B. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing
   C. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges
   D. Approval of Contract Modifications for Passenger Loading Bridges
   E. Approval of GIAA Operating Budget FY2027
   F. Approval and Award of Non-Exclusive Car Rental Concession – GIAA RFP No. C-003-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.

THE LAW OFFICES OF DUNCAN G. MCCULLY, P.C.
ATTORNEYS AT LAW
434 W. O'BRIEN DRIVE SUITE 201
HAGÅTÑA, GUAM 96910
TEL (671) 477-7418 FAX (671) 472-1201

IN THE SUPERIOR COURT OF GUAM

BANK OF GUAM,
Plaintiff,
vs.
JULIA A. SANCHEZ and JESSE Q. SANCHEZ,
Defendant.

CIVIL CASE NO. CV1138-16
NOTICE OF EXECUTION SALE OF REAL PROPERTY

TO: DEFENDANT AND TO ALL INTERESTED PERSON

PLEASE TAKE NOTICE that I, the Marshal of the Superior Court of Guam will, pursuant to the Writ of Execution issued by the Superior Court of Guam in the above-entitled case, the Notice of Levy on Real Property dated October 2, 2025, I will, on **09/03/26** at **10:00 A.M.**, at the office of the Mayor of the Municipality of Humåtak, Guam, sell at public auction, to the highest bidder for cash, all of the right, title and interest of the Defendant, **JULIA A. SANCHEZ** in and to the following described real property as is necessary to satisfy the judgment taken against Defendant.

The property to be sold is described as:
Lot No. 2, Block No. 9, Tract No. 3241, Humatak formerly Umatac, Guam, Estate No. 62341, Suburban, as said Lot is described in that Subdivision Survey Map of Tract 3241 formerly Basic Lot Nos. 269-1 and 269-2 Iplaza, as shown on Drawing No. I4-84T 208A, as LM Check Number 341FY84 dated June 29, 1984 and recorded on April 26, 1985 in the Department of Land Management, Government of Guam under Instrument No. 358020. Area: 929± square meters.

Dated: 6-24-2026

SUPERIOR COURT OF GUAM
By: /s/
CHIEF MARSHAL

Newspaper Bundles available for you today!



Newspaper bundles $10.00 for each pack of 150 papers



Pick up at: THE GUAM DAILY POST @ the CORE TECH CENTER 388 S. Marine Corps Dr., Suite 301 Tamuning, Mon-Fri 8:30am-5pm. First come, first served. Cash only, please!

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

BOARD OF DIRECTORS REGULAR MEETING

Thursday, August 27, 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. August 6, 2026, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
   A. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicle
   B. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing
   C. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges
   D. Approval of Contract Modifications for Passenger Loading Bridges
   E. Approval of GIAA Operating Budget FY2027
   F. Approval and Award of Non-Exclusive Car Rental Concession – GIAA RFP No. C-003-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.

McDONALD LAW OFFICE, LLC
173 Aspinall Avenue, Suite 207A
Hagåtña, Guam 96910
Telephone: (671) 588-8866
Facsimile: (671) 472-9616
Email: guam@mcdonald.law
Attorneys for Petitioner
Rita B. Carbullido

IN THE SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE OF **DOLORES TORRES MATAGULAY**, Deceased, by **RITA B. CARBULLIDO**, Petitioner.

Superior Court Case No. PR0016-09

NOTICE OF HEARING ON PETITION FOR LETTERS OF ADMINISTRATION AND PROBATE BY ZOOM

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

1. NOTICE IS HEREBY GIVEN that **RITA B. CARBULLIDO** has filed a Second Amended Petition for Letters of Administration and for Probate of Estate.

2. A hearing on this Petition is set for **September 03, 2026 at 2:00 p.m.** of the said date, in the courtroom at the Superior Court of Guam, Hagåtña, Guam.

JANICE M. CAMACHO-PEREZ, ESQ.
Clerk of Court, Superior Court of Guam
By: /s/ROSALINE SALAS YELLOWHORSE
Chamber/Courtroom Clerk

ZOOM Information:
Meeting ID: 328 483 6667
Passcode: 992379

---

little type
BIG
RESULTS
use the classifieds whether you're buying • selling • hiring

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.:	MANDATORY PRE-BID CONFERENCE/SITE VISIT:	TIME:	DUE DATE:	TIME:	DESCRIPTION:
GPA-079-26	-	-	9/1/2026	9:00 A.M.	Miscellaneous Connector(s) (Revenue)
GPA-081-26	-	-	9/1/2026	11:00 A.M.	Recloser Control Box Unit (Revenue)
GPA-082-26	-	-	9/2/2026	10:00 A.M.	Photo Electric Control (Revenue)
GPA-084-26	-	-	9/2/2026	11:00 A.M.	Pad Mounted Transformer(s) (Revenue)
GPA-085-26	8/20/26	11:00 A.M.	9/1/2026	2:00 P.M.	Fadian Substation Access Road (Government of Guam Subgrant Agreement No.: 2025-GEDA-GPA-0001)

Bid package(s) 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. Procurement instructions are posted on the Authority's web site at https://notices.guam.gov.

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

APPLY NOW!!

73 - CARPENTER with two years exp. — **$18.34 per hour***
Duties: Construct, erect, install, and repair structures and fixtures made of wood.

62 - CEMENT MASON with two years exp . — **$17.51 per hour***
Duties: Smooth and finish surfaces of poured concrete floors, walks, sidewalks or curbs to a specified texture.

11 - CONSTRUCTION EQUIPMENT MECHANIC with two years exp. — **$21.77 per hour***
Duties: Diagnose, adjust, repair, overhaul and maintain mobile mechanical, hydraulic cranes, bulldozers, graders, and conveyors.

51 - ELECTRICIAN with two years exp. — **$21.02 per hour***
Duties: Plan layout, install, maintain and repair electrical wiring equipment and fixtures.

15 - HEAVY EQUIPMENT OPERATOR with two (2) years exp. — **$18.97 per hour***
Duties: Operate one of several types of power construction equipment, such as motor graders, roller compactor, telehandler, bulldozers, scrapers, compressors, pumps, scissors lift, man lift, shovels, tractors, backhoe or excavator.
(Must be able to obtain Type B Guam Driver's License upon hire)

5 – HVAC AND REFRIGERATION MECHANIC with two years exp. — **$21.91 per hour***
Duties: Install, service, or repair air conditioning systems and ductwork in residences or commercial establishments.

2 – PIPEFITTER with two years exp. — **$19.48 per hour***
Duties: Assemble install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases.

13 - PLUMBER with two years exp. — **$19.48 per hour***
Duties: Assemble, install, and repair pipes, fittings, and fixtures of water and drainage systems according to specifications and plumbing codes.

54 - REINFORCING METAL WORKER with two years exp. — **$16.98 per hour***
Duties: Position and secure steel rods in concrete forms to reinforce concrete.

1 - SHEET METAL WORKER with two years exp. — **$20.44 per hour***
Duties: Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, control boxes, drainpipes, and furnace casings.

7 - WELDER with two years exp. and current D1.1 welding certification — **$20.30 per hour***
Duties : Use hand-welding, flame-cutting, hand-soldering, or brazing equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products. Has maintained the welding test requirements of Section 4 of the ANSI/AWS code and has current welding certification.

***Special wage rate:** Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.

Benefits: Roundtrip airfare for off-island hire, food & lodging at $150.00 per week; local transportation to/from jobsite. Employer/Employee paid commercial medical insurance provided. ***For work performed on SCA contracts ONLY:*** *Health and Welfare of $5.36 per hour, 11 Paid Holidays and 2 weeks Paid Vacation after 1 year of service.*

Successful applicants must be able to obtain military base access.

The job offer meets all EEO requirements and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U. S, workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review the matter.

The complete job duties may be viewed in person at
American Job Center, 3rd Floor, GCIC Building
414 W. Soledad Ave. Suite 300, Hagatna, Guam 96910
Or online at www.hireguam.com; Enter Keyword: 2026-106

CLASSIFIED ADVERTISING
ONLY $16.00 A DAY/PER COLUMN INCH
Call us at 671-649-1924 or email: krista@postguam.com

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.

DRAFT

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 Project (ATP), which is the Airport Terminals Project. 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 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.

DRAFT

Management's request is for the board to ratify the acceptance of this 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.

DRAFT

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.

DRAFT

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 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 $12.5M 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.

DRAFT

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.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted by:

Wana Frances C. Wintterle
Corresponding Secretary

DRAFT

6. New Business

A. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-135-2026 – Acquire Aircraft Rescue and Fire Fighting Vehicle

B. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-138-2026 – Reconstruct Perimeter Security Fencing

C. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-139-2026 – Acquisition and Construction of Two Passenger Loading Bridges

D. Approval of Contract Modifications for Passenger Loading Bridges

E. Approval of GIAA Operating Budget FY2027

F. Approval and Award of Non-Exclusive Car Rental Concession – GIAA EFP No. C-003-FY26

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

August 17, 2026

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

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-135-2026 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 **September 06, 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 (08/17/2026 22:01:01 HST)

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

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: August 17, 2026

Airport/Planning Area: Guam International Airport

Airport Grant Number: 3-66-0001-135-2026

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 April 21, 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:

Acquire Aircraft Rescue and Fire Fighting Vehicle

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): 20.116.

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 **$2,000,000.**

   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
   $2,000,000 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 September 06, 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. **Equipment Acquisition.** The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

33. **Low Emission Systems.** The sponsor agrees that vehicles and equipment included in this grant:

    a. Will be maintained and used at the airport for which they were purchased;

    b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and

    c. Will be replaced, at the sponsor's own cost, if disabled or seriously damaged during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the remaining portion of the useful life of the damaged vehicle or equipment, or life of Airport Emissions Reduction Credits (AERC) (if earned), whichever is longer.

    The sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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

35. **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.

36. **Acquiring ARFF Vehicle in Excess of Minimum Standards.** This grant is based in part on mitigating site-specific risks and protecting passengers based on current or reasonably forecast aeronautical activity levels. The certificate holder (sponsor) will have and maintain a sufficient number of adequately trained personnel and sufficient financial resources to operate and maintain the associated equipment for its intended, on-airport purpose. This grant does not set a precedent for future FAA support of similar equipment, particularly if aeronautical activity levels change.

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

38. **Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Carlos H. Salas
Carlos H. Salas (08/17/2026 22:01:01 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 August 19, 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 August 20, 2026

By: _____

(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 August 06, 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).

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

August 17, 2026

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

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-138-2026 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 **September 06, 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 (08/17/2026 21:58:23 HST)

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

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: August 17, 2026

Airport/Planning Area: Guam International Airport

Airport Grant Number: 3-66-0001-138-2026

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 April 21, 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:

Reconstruct Perimeter Security Fencing

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): 20.116.

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 **$7,008,570.**

   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
   $7,008,570 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 September 06, 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. **Protection of Runway Protection Zone - Airport Property.** The sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the sponsor unless approved by the FAA.

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

34. **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.

35. **Grants Issued on Estimates.** The sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for GIAA AOA Security Fence; and the parties agree that within 120 days from the date of acceptance of this Grant Offer, the sponsor will receive bids for GIAA AOA Security Fence 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.

36. **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 (08/17/2026 21:58:23 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 August 19, 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 August 20, 2026

By: _____

(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 August 06, 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).

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

August 11, 2026

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

Dear Mr. Quinata:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-66-0001-139-2026 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 **September 9, 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 (08/11/2026 10:25:01 HST)

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

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: August 11, 2026

Airport/Planning Area: Guam International Airport

Airport Grant Number: 3-66-0001-139-2026

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 June 22, 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:

Acquisition and Reconstruction of two passenger loading bridges

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 (100) % of the allowable costs incurred accomplishing the Project.

Assistance Listings Number(s): 20.117.

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 **$3,000,000.**

   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
   $3,000,000 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 September 9, 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

   b. 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.

   c. 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. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

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. 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 (08/11/2026 10:25:01 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.

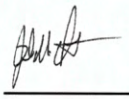
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures 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 August 12, 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 August 13, 2026

By: _____

(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).

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
EMAIL: official@guamairport.net
WE'RE ON IT 24/7

Project: Passenger Loading Bridges
Project No.: GIAA-FY26-03-1
Agreement No. GIAA-C26-001

Change Order No. 1

In connection with Contract No. GIAA-26-001 (the "Contract") between Oshkosh AeroTech, LLC (hereinafter referred to as "Contractor") and Antonio B. Won Pat International Airport Authority, Guam, (hereinafter referred to as "Owner"), fully executed on April 9, 2026 for the replacement and installation of four (4) new passenger loading bridges for the Owner; the following change order is made in accordance with the Contract Document's General Provisions, Section 16.2 (Changes in the Work):

I. Description of Change Order:

1. Replacement and installation of one (1) additional Type A (141'1" Length) Three Tunnel Passenger Loading Bridge - $1,541,118.00 each
    i. *Replaces GIAA PBB – Gate 10*
2. Replacement and installation of two (2) additional Type B (110'6" Length) Three Tunnel Passenger Loading Bridges – $1,487,633.00 each x 2 = $2,975,266.00
    i. *Replaces GIAA PBB – Gates 12 and 14*

II. Conditions:

1. The aforementioned change and work affected thereby are subject to all contract requirements and covenants;
2. The rights of the Owner are not prejudiced;
3. All claims against the Owner, which are incidental to, or as a consequence of the aforementioned changes, are satisfied in their entirety.

III. Justification of Change Order:

1. The additional work is necessary to address the Airport's operational needs and to ensure that the passenger loading bridge infrastructure adequately supports current and anticipated passenger volumes, airline operations, and aircraft gate requirements.

IV. Modification to the Contract:

1.	Original Amount:	$6,057,501.00
2.	Change Order No. 1:	$4,516,384.00
3.	Revised Contract Amount:	$10,573,885.00
4.	Original Contract Time:	365 Calendar Days
5.	Original Contract Completion Date:	TBD
6.	Time Extension:	N/A

In witness thereof, the parties have signed this Change Order No. 1 on this day of _____ _____.

APPROVED:

A. B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

By: _____
John M. Quinata
Executive Manager

Date: _____

OSHKOSH AEROTECH, LLC

By: _____
John Thompson
Vice President of Sales – Jetway Division

Date: _____

CERTIFIED FUNDS AVAILABLE:

By: _____
Name: _____
Certifying Officer, GIAA

Date: _____

Nothing Follows

FISCAL YEAR 2027 BUDGET

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT

Brian J. Bamba
Chairman

John M. Quinata
Executive Manager

August 27, 2026

Doc. No. 38GL-26-3116.*

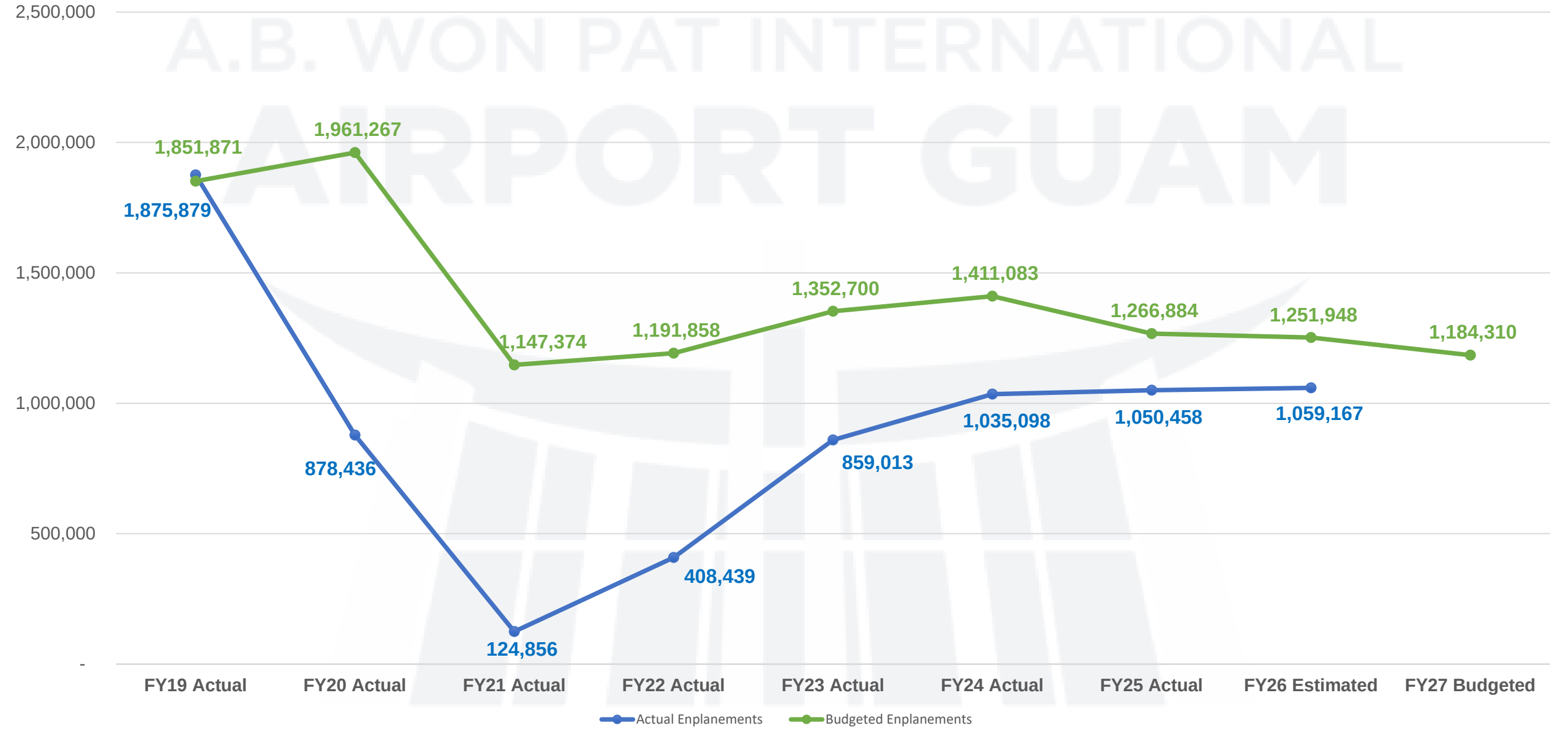
Summary – FY2027 Budget

- With airport safety and security a top priority, BOD and Management will work closely with Division Heads and continue monitoring and implementing cost cutting measures that make sense.
- The Authority will continue to explore opportunities to diversity its revenue streams to increase non-aeronautical income sources.
- The Authority will initiate only those capital projects that are federally-funded or essential to the airport's primary functions.
- The rates are driven by airline projections and are calculated as defined in the Signatory Airline Agreement; this same agreement allows for an adjustment to the rates if any of the following occurs:
  - Landing fees are projected to vary by more than 10% of projected total landing fees for the fiscal year (Section 7.11 Special Increases of Landing Fees – Signatory Airline Agreement).
  - At any time during the fiscal year, revenues are not sufficient to pay any reasonable expenses or obligations of the airport (Section 7.12 Extraordinary Adjustments of Rents and Fees – Signatory Airline Agreement).

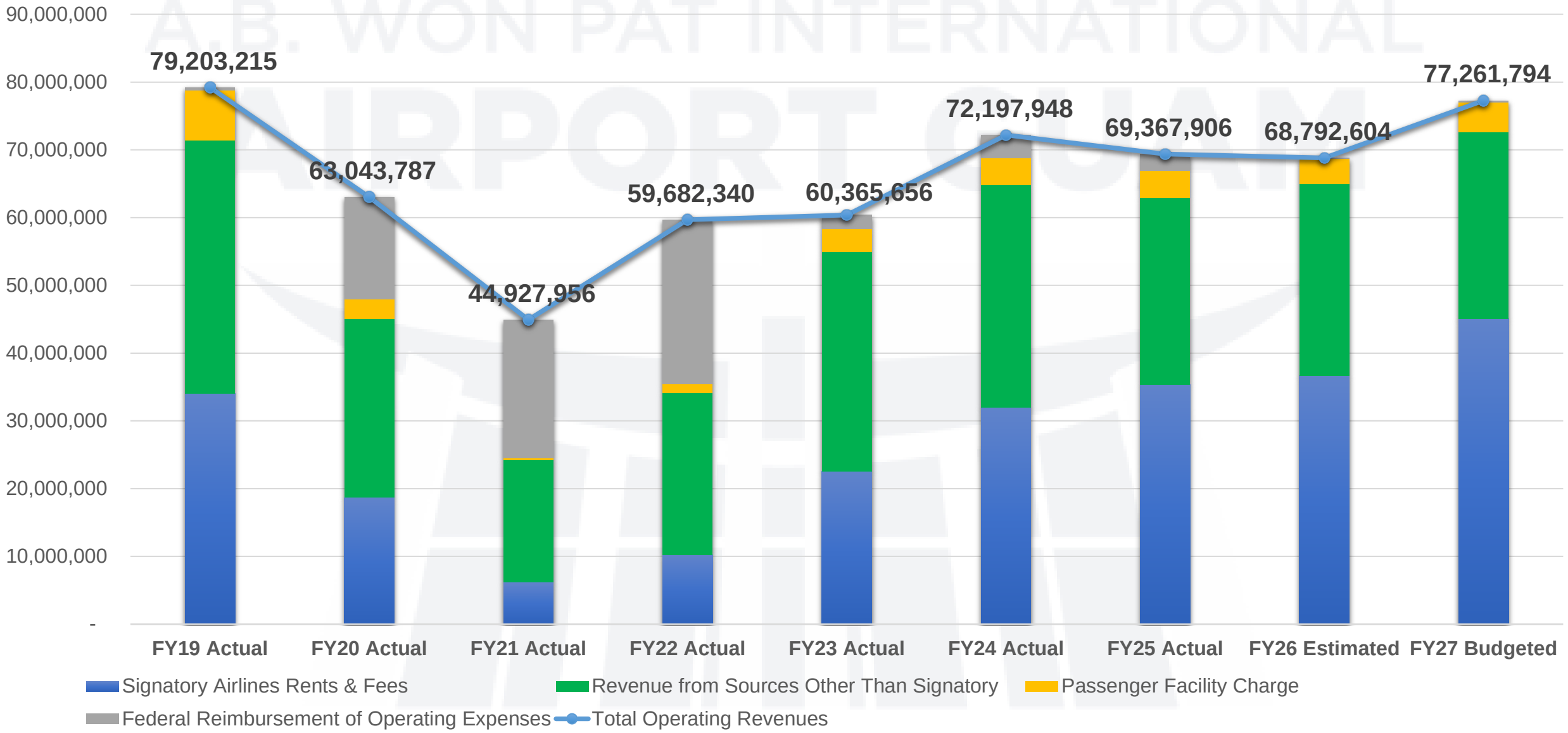
Assumptions and Highlights

- FY26 projected enplaned passengers is tracking at 15% below budget, from 1.25M to 1.06M
  - Airline projections for FY27 are forecasted at 1.18M, a decrease of 5% or 67,638 from FY26
- Debt service payments are projected to continue to be at $18.6M for FY27
- Operation & Maintenance expenditures are lower than FY26's budgeted amounts by $1.2M
  - Personnel costs decreased by $653K mainly due to a 3% decrease in the statutory retirement rate and funding only critical vacant positions
  - Contractual Services decreased by $463K, the Authority will focus on key maintenance functions and cut where possible
  - Materials and Supplies decreased by $231K, but Equipment increased by $133K – cuts were made for certain supplies and instead efforts will be made to purchase equipment to support our maintenance and safety of our facilities
- Capital Projects are budgeted at $6.6M (majority of which will cover the Authority's share of Federally-funded Projects) and Risk & Loss Management Reserve at $250K
- Total Airport Revenues are forecasted to decrease from $78.3M in FY26 to $77.3M in FY27
- The breakdown of revenue sources for FY27 is estimated as 72.9% from Aeronautical and 27.1% from Non-Aeronautical

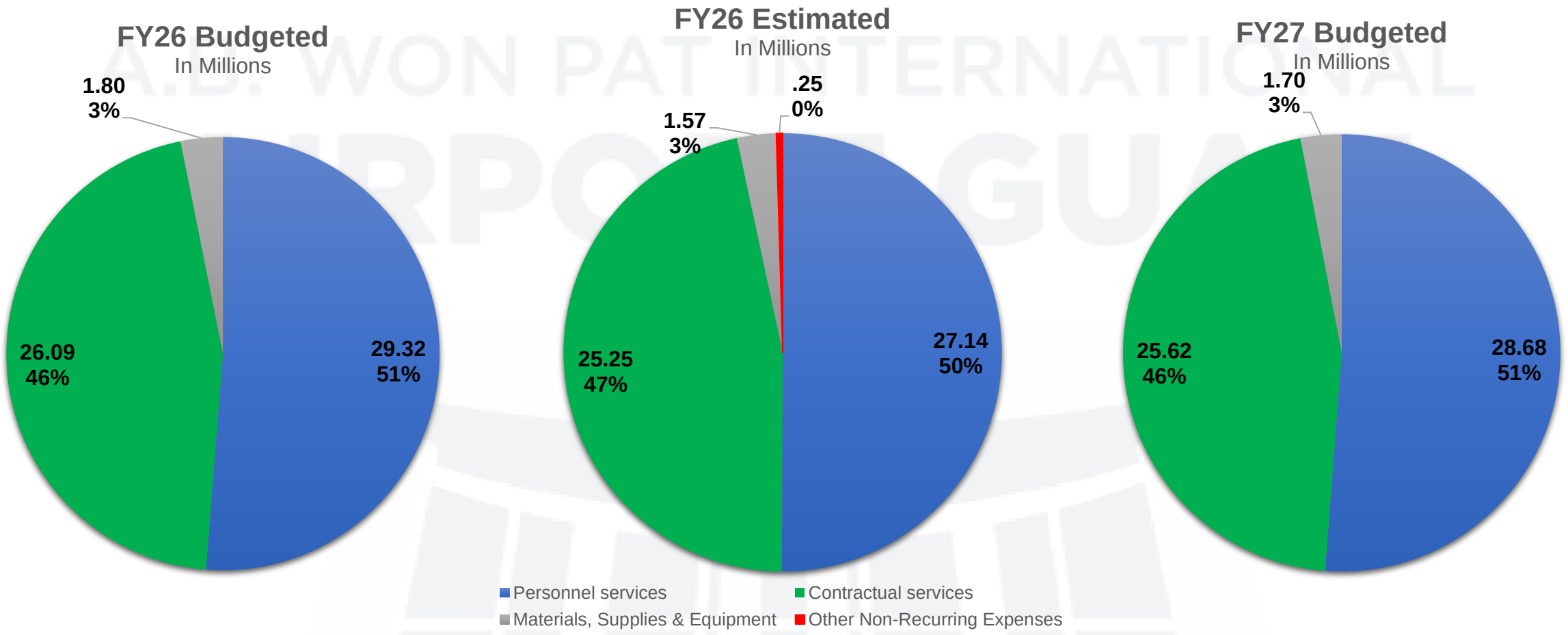
Signatory Airline Enplanements
FYs19-25 Actuals, FY26 Estimated, FY27 Budgeted



Total Revenues Comparison (Includes Federal Operating Grants)
FYs19-25 Actuals, FY26 Estimated, FY27 Budgeted



Operation and Maintenance Expenses
FY26 Budgeted, FY26 Estimated, FY27 Budgeted



	FY26 Budgeted	FY26 Estimated	FY27 Budgeted
Personnel Services	27,833,008	25,630,567	27,179,867
Contractual Services	26,086,265	25,245,171	25,622,467
Materials, Supplies & Equipment	1,796,471	1,570,691	1,698,619
Other Non-Recurring Expenses	-	251,868	-
Subtotal	55,715,744	52,698,297	54,500,953
Other Operating Expenses	1,483,000	1,505,603	1,500,000
Total	**57,198,744**	**54,203,900**	**56,000,953**

Annual Debt Service
A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
Exhibit C

	Actual 2025	Act'l/Est 2026	Budget 2026	Budget 2027
Annual Debt Service				
General Revenue Bonds				
2021 Series A - Refunding	$ 6,425,470	$ 4,073,777	$ 9,473,777	$ 11,123,756
2023 Series A - Refunding	2,718,412	2,721,412	2,721,413	2,718,662
2024 Series A - Refunding	2,363,900	2,417,625	2,417,625	3,352,625
2024 Series B - Refunding	1,009,067	1,032,000	1,032,000	1,442,000
Total Annual Debt Service	12,516,849	10,244,814	15,644,815	18,637,043
Annual Debt Service Funding Requirement				
(= 125% Annual Debt Service)	15,646,061	12,806,018	19,556,019	23,296,304
Allocated to Annual Debt Service				
Less:				
Passenger Facility Charge Revenue	(3,992,495)	(3,753,291)	(4,671,645)	(4,419,252)
Net Annual Debt Service Funding Requirement	**$ 11,653,566**	**$ 9,052,727**	**$ 14,884,374**	**$ 18,877,052**
Summary by Cost Center				
Terminal Building	$ 9,056,318	$ 6,926,928	$ 11,638,075	$ 15,009,867
Loading Bridges	1,298,624	1,062,899	1,623,149	1,933,595
Airfield Area	109,522	89,641	136,891	163,075
Apron Area	657,135	537,853	821,353	978,446
Terminal Area	531,967	435,406	664,906	792,069
Other Buildings and Areas	-	-	-	-
	$ 11,653,566	**$ 9,052,727**	**$ 14,884,374**	**$ 18,877,052**

Subordinate Annual Debt Service
A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
Exhibit C-1

	Actual 2025	Act'l/Est 2026	Budget 2026	Budget 2027
Annual Debt Service				
Subordinate Debt				
Cash-Fund Capital Projects	$ 1,400,000	$ 1,810,000	$ 5,000,000	$ 6,600,000
Total Annual Debt Service	$ 1,400,000	$ 1,810,000	$ 5,000,000	$ 6,600,000
Annual Debt Service Funding Requirement				
(= 100% Annual Debt Service)	$ 1,400,000	$ 1,810,000	$ 5,000,000	$ 6,600,000
Allocated to Annual Debt Service				
Less:				
Passenger Facility Charge Revenue	-	-	-	-
Net Annual Debt Service Funding Requirement	**$ 1,400,000**	**$ 1,810,000**	**$ 5,000,000**	**$ 6,600,000**
Summary by Cost Center				
Terminal Building	$ 1,167,600	$ 1,509,540	$ 4,170,000	$ 5,504,400
Loading Bridges	116,200	150,230	415,000	547,800
Airfield Area	9,800	12,670	35,000	46,200
Apron Area	58,800	76,020	210,000	277,200
Terminal Area	47,600	61,540	170,000	224,400
Other Buildings and Areas	-	-	-	-
	$ 1,400,000	**$ 1,810,000**	**$ 5,000,000**	**$ 6,600,000**

Operation and Maintenance Expenses
A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
Exhibit D

	Actual 2025	Act'l/Est 2026	Budget 2026	Budget 2027
Personnel Services	$ 23,653,995	$ 25,630,567	$ 27,833,008	$ 27,179,867
Contractual Services	23,215,736	25,245,171	26,086,265	25,622,467
Materials and Supplies	1,063,663	1,216,585	1,796,471	1,565,575
Equipment	-	354,106	-	133,044
	47,933,394	52,446,429	55,715,744	54,500,953
Retirement Supplemental (GIAA retirees)	3,075,992	1,505,603	1,483,000	1,500,000
Aviation Security	-	-	-	-
Other Expenses	2,160,092	251,868	-	-
	$ 53,169,478	**$ 54,203,900**	**$ 57,198,744**	**$ 56,000,953**
Summary by Cost Center				
Terminal Building	$ 26,737,306	$ 26,678,218	$ 31,906,804	$ 30,373,928
Loading Bridges	4,197,566	4,463,035	2,524,609	3,013,344
Airfield Area	11,285,973	11,145,005	11,400,109	12,104,807
Apron Area	474,796	392,840	451,034	357,271
Terminal Area	1,523,484	1,641,063	1,597,322	1,538,323
Other Buildings and Areas	8,950,352	9,883,738	9,318,868	8,613,280
	$ 53,169,478	**$ 54,203,900**	**$ 57,198,744**	**$ 56,000,953**

Note(s):
(a) Funds within this approved budget may be transferred between divisions to meet urgent operational and safety needs.

Forecast Airport Revenues

A.B. Won Pat International Airport Authority, Guam

Fiscal Years Ending September 30

Exhibit E

	Actual 2025	Act'l/Est 2026	Budget 2026	Budget 2027
Signatory Airline Rents and Fees				
Terminal Building Rentals	$ 3,527,907	$ 3,607,738	$ 3,659,695	$ 3,641,908
Departure Fees	7,026,038	7,196,010	8,713,559	8,728,364
Common Use Departure Fees	475,873	484,098	667,479	673,587
Arrival Fees	9,273,351	8,983,659	11,715,257	11,751,476
Immigration Inspection Fees	2,403,622	2,345,428	3,030,836	3,040,473
Loading Bridge Use Fees	3,925,734	4,111,293	4,781,847	5,708,228
Apron Use Fees	1,372,826	1,337,558	1,522,606	1,745,039
Landing Fees	7,351,459	8,567,008	9,714,657	9,744,667
Total Signatory Airline Rents & Fees	$ 35,356,811	$ 36,632,792	$ 43,805,937	$ 45,033,742
Signatory Airline Enplaned Passengers	1,050,458	1,059,167	1,251,948	1,184,310
Signatory Airline Cost Per Enplaned Passengers	**$ 33.66**	**$ 34.59**	**$ 34.99**	**$ 38.03**
Revenue From Sources Other Than Signatory Airline Rents & Fees				
Terminal Building				
Concession Revenue				
General Merchandise	$ 5,753,284	$ 5,013,155	$ 6,750,396	$ 2,215,696
In-flight Catering	1,400,268	1,528,189	1,460,230	1,750,254
Food and Beverage	926,525	884,094	1,004,767	1,027,428
Rental Cars	1,535,378	1,547,935	1,818,489	1,694,283
Other Concession Revenue	226,066	212,794	242,902	255,992
	$ 9,841,522	$ 9,186,167	$ 11,276,784	$ 6,943,654

Forecast Airport Revenues

A.B. Won Pat International Airport Authority, Guam

Fiscal Years Ending September 30

Exhibit E

	Actual 2025	Act'l/Est 2026	Budget 2026	Budget 2027
Rentals and Other Charges	$ 4,249,808	$ 5,376,827	$ 4,367,648	$ 5,015,159
	$ 4,249,808	$ 5,376,827	$ 4,367,648	$ 5,015,159
	$ 14,091,330	$ 14,562,995	$ 15,644,431	$ 11,958,813
Terminal Area				
Public Parking	$ 269,242	$ 266,834	$ 274,078	$ 253,751
Ground Transportation	1,869,105	1,711,848	2,025,919	2,401,109
	$ 2,138,347	$ 1,978,681	$ 2,299,997	$ 2,654,859
Airfield Area				
Non-Sig & Commuter Airline Landing Fees	$ 1,684,789	$ 2,767,658	$ 1,931,437	$ 2,821,405
Apron Area				
Non-Sig & Commuter Airline Parking Fees	$ 584,119	$ 758,386	$ 535,066	$ 732,589
Other Buildings and Areas				
Tiyan Rental Revenue	$ 2,711,173	$ 2,953,757	$ 2,905,771	$ 3,363,606
Industrial Park Rental Revenue	458,835	482,066	461,885	789,592
Fuel System and Storage Revenues	673,458	886,850	656,640	983,040
System Rent	599,100	599,100	599,100	599,100
Cargo Building Revenue	300,500	300,731	300,568	303,451
Commuter Terminal Building Rentals and Fees	373,227	367,477	367,477	434,008
Other Revenues	220,809	290,469	242,121	315,047
	$ 5,337,102	$ 5,880,450	$ 5,533,561	$ 6,787,844

Forecast Airport Revenues

A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
Exhibit E

	Actual 2025	Act'l/Est 2026	Budget 2026	Budget 2027
Aviation Fuel Tax	$ 1,420,197	$ 204,530	$ 1,475,571	$ 526,696
Miscellaneous Revenues	207,961	596,747	437,136	425,212
Interest Income	2,106,921	1,560,069	1,608,766	1,643,542
Total Revenue from Sources Other Than Signatory Airline Rents and Fees	$ 27,570,766	$ 28,309,516	$ 29,465,966	$ 27,550,960
Total Airport Revenues	$ 62,927,578	$ 64,942,307	$ 73,271,903	$ 72,584,703
Passenger Facility Service Charge	$ 3,992,495	$ 3,753,291	$ 4,671,645	$ 4,419,252
Federal Reimbursement of Operating Expenses	$ 2,447,833	$ 97,006	$ 400,000	$ 257,839
Total Airport Revenues Including PFCs and Interest on Investments	**$ 69,367,906**	**$ 68,792,604**	**$ 78,343,547**	**$ 77,261,794**

A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
Proposed Rates and Fees

	Fiscal Year 2025		Fiscal Year 2026		Fiscal Year 2027		
	Approved	**Actual**	**Approved**	**Actual/Est**	**Sig**	**Non Sig/Others**	**CMGA (a)**
Signatory Airline Rents and Fees							
Terminal Building Rentals	$66.20	$70.54	$66.30	$51.26	$66.48	$93.07	$93.07
Departure Fees	$6.86	$8.82	$6.96	$6.36	$7.37	$10.32	$2.58
Common Use Departure Fees	$0.94	$1.41	$0.95	$0.94	$0.97	$1.36	$0.34
Arrival Fees	$10.24	$13.38	$10.17	$9.51	$10.60	$14.84	$3.71
Immigration Inspection Fees	$2.73	$3.56	$2.75	$2.57	$2.88	$4.03	$1.01
Loading Bridge Use Fees	$564.48	$2,555.43	$575.71	$2,654.85	$757.21	$1,060.09	$0.00
Apron Use Fees	$0.78	$0.41	$0.71	$0.18	$0.95	$1.33	$0.33
Landing Fees (c)	$4.14	$13.66	$4.53	$18.39	$5.31	$7.43	$15.00 (b)
Signatory Airline Enplaned Passengers	1,266,884	1,050,458	1,251,948	1,059,167	1,184,310		
Signatory Airline Cost per Enplaned Passengers	**$32.99**	**$33.66**	**$34.99**	**$34.59**	**$38.03**		
Total Annual Debt Service	**$18,647,946**	**$12,516,849**	**$15,644,815**	**$10,244,814**	**$18,637,043**		
Annual Debt Service Coverage (DSC)	**1.48**	**1.47**	**1.60**	**1.45**	**1.32**		
Debt Service Coverage Requirement	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**		

Note(s)

(a) CMGA - General Aviation customers.
(b) CMGA landing fee rate is per landing.
(c) Landing fee rate is at 50% discount.

A.B. Won Pat International Airport Authority, Guam
Divisional Budget Request - Detail
Total Airport

OPERATING EXPENSES	FY 26 ACT'L/EST	FY 26 ADJ BUD	FY 27 PROPOSED	% CHANGE BUD	% CHANGE ACT'L/EST	DISTRIBUTION TO COST CENTERS: Terminal Building 1	Loading Bridge 1	Airfield Area 2	Apron Area 3	Terminal Area 4	Other Bldgs. & Areas 5	Support Facilities 6	TOTAL
Personnel Services													
Salaries and Wages													
Regular	15,634,157	17,215,446	17,143,648	-0.4%	9.7%	1,939,685	-	2,882,331	136,072	344,575	1,555,064	10,285,921	17,143,648
Overtime	803,775	652,815	680,534	4.2%	-15.3%	17,652	-	619,628	773	3,632	13,246	25,603	680,534
Shift Differential	304,309	271,976	223,092	-18.0%	-26.7%	48,349	-	101,332	4,041	18,756	37,196	13,418	223,092
Hazardous Pay	14,029	11,351	16,147	42.3%	15.1%	-	-	-	-	-	16,147	-	16,147
Total Salaries and Wages	**16,756,271**	**18,151,588**	**18,063,422**	**-0.5%**	**7.8%**	**2,005,686**	**-**	**3,603,291**	**140,886**	**366,963**	**1,621,653**	**10,324,942**	**18,063,422**
Employee Fringe Benefits													
Retirement Contributions	5,409,358	6,025,154	5,580,494	-7.4%	3.2%	567,761	-	1,005,967	40,692	102,910	456,425	3,406,739	5,580,494
Medicare	258,444	258,101	263,574	2.1%	2.0%	27,533	-	49,977	1,934	5,099	22,271	156,760	263,574
Retirement Death & Disability	30,158	36,625	35,241	-3.8%	16.9%	6,865	-	1,085	484	2,124	4,388	20,295	35,241
Health Insurance	1,774,455	1,907,784	1,742,849	-8.6%	-1.8%	221,700	-	250,116	17,295	37,932	200,326	1,015,480	1,742,849
Life Insurance	44,771	44,251	42,692	-3.5%	-4.6%	5,118	-	5,572	419	1,217	4,061	26,305	42,692
Dental Insurance	81,944	74,236	84,888	14.3%	3.6%	10,951	-	12,560	790	1,868	9,018	49,701	84,888
Annual Leave Earned	1,275,166	1,335,270	1,366,707	2.4%	7.2%	142,405	-	174,962	8,055	18,995	118,100	904,190	1,366,707
Total Employee Fringe Benefits	**8,874,296**	**9,681,420**	**9,116,445**	**-5.8%**	**2.7%**	**982,333**	**-**	**1,500,239**	**69,669**	**170,145**	**814,589**	**5,579,471**	**9,116,445**
Total Personnel Services	**25,630,567**	**27,833,009**	**27,179,867**	**-2.3%**	**6.0%**	**2,988,019**	**-**	**5,103,530**	**210,555**	**537,108**	**2,436,242**	**15,904,413**	**27,179,867**
Contractual Services													
Repairs and Maintenance	9,886,830	8,847,502	9,521,385	7.6%	-3.7%	5,845,087	1,860,000	1,007,321	-	137,660	616,117	55,200	9,521,385
Water & Sewer	406,429	400,000	400,000	0.0%	-1.6%	343,845	-	-	-	-	56,155	-	400,000
Power	6,804,947	7,200,001	7,200,001	0.0%	5.8%	6,413,492	-	183,825	-	71,809	530,875	-	7,200,001
Telecommunications	114,813	129,407	112,088	-13.4%	-2.4%	86,425	-	11,643	-	7,251	6,569	200	112,088
Postage	3,072	7,500	3,500	-53.3%	13.9%	-	-	-	-	-	-	3,500	3,500
Printing	3,891	22,150	800	-96.4%	-79.4%	-	-	-	-	-	-	800	800
Licenses, Dues & Subscriptions	106,291	141,727	100,363	-29.2%	-5.6%	-	-	-	-	-	-	100,363	100,363
Insurance	2,300,868	2,579,067	2,392,900	-7.2%	4.0%	2,183,282	-	133,045	-	38,286	38,286	-	2,392,900
Travel	106,707	120,000	80,000	-33.3%	-25.0%	-	-	-	-	-	-	80,000	80,000
Equipment Rental	29,257	40,335	17,750	-56.0%	-39.3%	-	-	4,000	-	-	4,000	9,750	17,750
Professional Services	3,600,037	4,314,634	4,227,502	-2.0%	17.4%	320,244	-	497,147	-	120,000	404,554	2,885,557	4,227,502
Advertising/Promotional Activities	538,929	671,960	304,999	-54.6%	-43.4%	-	-	-	-	-	-	304,999	304,999
Uniforms	39,510	76,907	9,600	-87.5%	-75.7%	-	-	-	-	-	-	9,600	9,600
Miscellaneous Contractual Services						-	-	-	-	-	-	-	
Board Stipend	3,500	5,000	5,000	0.0%	42.9%	-	-	-	-	-	-	5,000	5,000
Other	1,300,089	1,361,093	1,246,579	-8.4%	-4.1%	130,821	-	1,300	1,640	8,500	938,303	166,015	1,246,579
Total Contractual Services	**25,245,171**	**25,917,283**	**25,622,467**	**-1.1%**	**1.5%**	**15,323,196**	**1,860,000**	**1,838,281**	**1,640**	**383,506**	**2,594,859**	**3,620,984**	**25,622,467**

A.B. Won Pat International Airport Authority, Guam
Divisional Budget Request - Detail
Total Airport

OPERATING EXPENSES	FY 26 ACT'L/EST	FY 26 ADJ BUD	FY 27 PROPOSED	% CHANGE BUD	% CHANGE ACT'L/EST	DISTRIBUTION TO COST CENTERS: Terminal Building 1	Loading Bridge 1	Airfield Area 2	Apron Area 3	Terminal Area 4	Other Bldgs. & Areas 5	Support Facilities 6	TOTAL
Materials and Supplies													
Building Maint. Mat'l. & Supplies	28,932	39,548	45,000	13.8%	55.5%	24,750	-	5,850	-	-	14,400	-	45,000
Paving Maint. Mat'l. & Supplies	39,969	62,000	62,000	0.0%	55.1%	-	-	50,220	6,820	4,960	-	-	62,000
Elect., Plumbing & Hardware	216,330	226,411	221,355	-2.2%	2.3%	124,039	-	78,572	-	11,478	7,266	-	221,355
Equip. & Motor Veh. Parts/Supplies	190,413	328,395	482,715	47.0%	153.5%	40,187	-	186,206	1,012	-	84,310	171,000	482,715
Chemicals and Paints	35,874	42,659	41,240	-3.3%	15.0%	7,973	-	15,583	-	11,597	6,087	-	41,240
Cleaning & Janitorial Supplies	14,185	29,582	16,000	-45.9%	12.8%	6,400	-	800	-	-	8,800	-	16,000
Fuel, Oil and Lubricants	207,621	283,000	315,600	11.5%	52.0%	195,870	-	285	-	-	119,445	-	315,600
Small Tools	22,136	39,977	63,000	57.6%	184.6%	26,100	-	31,500	-	-	5,400	-	63,000
Office Supplies	190,240	222,065	77,250	-65.2%	-59.4%	-	-	-	-	-	-	77,250	77,250
Security Supplies	126,276	156,500	83,230	-46.8%	-34.1%	-	-	-	-	-	-	83,230	83,230
Misc. Materials & Supplies	144,609	292,047	158,185	-45.8%	9.4%	11,905	-	100,918	500	887	39,775	4,200	158,185
Total Materials and Supplies	**1,216,585**	**1,722,185**	**1,565,575**	**-9.1%**	**28.7%**	**437,224**		**469,934**	**8,332**	**28,922**	**285,483**	**335,680**	**1,565,575**
TOTAL OPERATING EXPENSES	**52,092,323**	**55,472,476**	**54,367,909**	**-2.0%**	**4.4%**	**18,748,439**	**1,860,000**	**7,411,745**	**220,527**	**949,537**	**5,316,585**	**19,861,077**	**54,367,909**
Equipment and Furnishings													
Equipment	354,106	182,578	133,044	-27.1%	-62.4%	-	-	60,000	-	-	-	73,044	133,044
Furnishings	-	-	-	0.0%	0.0%	-	-	-	-	-	-	-	-
Total Equipment and Furnishings:	**354,106**	**182,578**	**133,044**	**-27.1%**	**-62.4%**	**-**	**-**	**60,000**	**-**	**-**	**-**	**73,044**	**133,044**
Total Operating Expenses including Equipment/Furnishings	**52,446,429**	**55,655,054**	**54,500,953**	**-2.1%**	**3.9%**	**18,748,439**	**1,860,000**	**7,471,745**	**220,527**	**949,537**	**5,316,585**	**19,934,121**	**54,500,953**
Typhoon	251,868	-	-	0.0%	-100.0%	-	-	-	-	-	-	-	-
Post Employment Benefits & Retirement Supplemental	1,505,603	1,483,000	1,500,000	1.1%	-0.4%	-	-	-	-	-	-	1,500,000	1,500,000
Total Operating Expenses including Equipment/Furnishings	**54,203,900**	**57,138,054**	**56,000,953**	**-2.0%**	**3.3%**	**18,748,439**	**1,860,000**	**7,471,745**	**220,527**	**949,537**	**5,316,585**	**21,434,121**	**56,000,953**
Total number of positions	**249**	**249**	**249**										
Total number of positions - LTA	**37**	**37**	**37**										

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
P.O. Box 8770
Tamuning, Guam 96931

CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2027

	PROJECT NAME	FUNDING SOURCE			COST CENTER	DESCRIPTION & NEED
		BUDGET	CIF	FEDERAL		
1	TERMINAL BUILDING ROOF CONSTRUCTION PHASE III	$ 5,753,154	$ 287,658	$ 5,465,496	TB	This phase completes the terminal roof rehabilitation with installation of solar photovoltaic panels to deliver renewable power generation, added insulation, and compliance with Guam Building Codes.
2	SECURITY SCREENING ENHANCEMENTS - PHASE IV CONSTRUCTION	$ 8,033,637	$ 803,364	$ 7,230,273	TB	This project initiates the final two phases out of five to complete the expansion of the second-floor TSA security screening queuing area. Phase IV includes construction of enclosed screening lanes, including required architectural, structural, and security elements to support TSA operations, increase passenger throughput, and accommodate additional TDC podiums and a TSA PreCheck lane.
3	AIRFIELD LIGHTING AND ELECTRICAL SYSTEM UPGRADES - CONSTRUCTION	$ 2,777,778	$ 277,778	$ 2,500,000	AA	The project will launch upgrades and modernization of the Airfield Lighting and Electrical System by acquiring new Airfield Lighting Vault equipment—including generators, UPS units, and air-conditioning systems—to maintain reliable, uninterrupted operations of the airfield lighting system.
4	FIRE PUMP REPLACEMENT AND WATER DISTRIBUTION SYSTEM ASSESSMENT	$ 1,187,812	$ 118,781	$ 1,069,031	AP	This project modernizes the Airport's fire protection and water distribution system through critical repairs and infrastructure improvements that enhance the reliability, resilience, and code compliance of essential life-safety systems. The project ensures adequate fire flow and dependable fire protection to support safe, efficient, and uninterrupted airport operations during both normal conditions and emergencies.
5	AIRCRAFT RESCUE FIREFIGHTING VEHICLE - UNIT #5	$ 2,222,222	$ 222,222	$ 2,000,000	AP	The goal of this project is to acquire new ARFF (Aircraft Rescue and Firefighting) apparatuses that have reached its useful life as part of GIAA's ongoing initiatives to modernize its fleet of emergency response vehicles.

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
P.O. Box 8770
Tamuning, Guam 96931

CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2027

	PROJECT NAME	FUNDING SOURCE			COST CENTER	DESCRIPTION & NEED
		BUDGET	CIF	FEDERAL		
6	PASSENGER LOADING BRIDGES	$ 5,000,000	$ 500,000	$ 4,500,000	LB	This project replaces 3 of the remaining 10 passenger loading bridges as part of GIAA's modernization initiative to replace aging infrastructure, repair Typhoon Mawar-damaged equipment, improve passenger safety, enhance operational efficiency, and reduce maintenance costs.
7	ARFF ROLL-UP DOOR AND HVAC REPLACEMENT - IMPROVEMENTS	$ 4,444,444	$ 444,444	$ 4,000,000	AA	This project will enhance GIAA's ARFF Facility roll-up doors and HVAC system. Upgrading and fortifying this essential airport infrastructure will reduce maintenance costs, improve energy efficiency, and promote sustainability and resiliency.
8	NOISE MITIGATION MEASURES FOR RESIDENCES - CONSTRUCTION	$ 3,333,333	$ 333,333	$ 3,000,000	AP	Noise Mitigation Measures for Residences within 65-69 DNL Noise mitigation.
9	FIRE ALARM SYSTEM (1996) REPLACEMENT	$ 833,333	$ 83,333	$ 750,000	TB	This project begins the airport-wide fire alarm and suppression system modernization by replacing and upgrading the terminal's original 1996 fire alarm system with a fully integrated, code-compliant system to improve life safety, reliability, and regulatory compliance.
10	TERMINAL HVAC REHABILITATION	$ 1,000,000	$ 1,000,000	$ -	TB	Rehabilitation improvements to terminal HVAC system
11	AIRPORT POLICE EQUIPMENT	$ 517,985	$ 517,985	$ -	OBA	Airport Police Security & Safety Equipment
12	AIRPORT P&F EQUIPMENT	$ 175,000	$ 175,000	$ -	AA	Properties & Facilities Maintenance Equipment
	Totals:	**$ 35,278,699**	**$ 4,763,899**	**$ 30,514,800**		

Note: All projects are subject to funding availability and/or issuance of grant agreements.

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

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

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP)

GIAA RFP No. C-003-FY26

NON-EXCLUSIVE CAR RENTAL CONCESSION AND LEASE AGREEMENT

August 27, 2026

Purpose

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. C-003-FY26 for the award of up to six (6) Non-Exclusive Car Rental Concession and Lease Agreements to provide and operate rental car services within the Main Passenger Terminal at the A. B. Won Pat International Airport Authority, Guam, (GIAA).

Background

The A.B. Won Pat International Airport Authority, Guam (GIAA) solicited for the submission of competitive proposals from qualified parties ("Proposers") for the award of a Non-Exclusive Car Rental Concession and Lease Agreement to provide and operate rental car services within the Main Passenger Terminal at GIAA.

The GIAA intends to award up to six (6) rental car service counters and 138 ready/return parking spaces. Awards will be made on a one-counter-per-proposer basis and dual or multi-branding is permitted.

The Non-Exclusive Car Rental Concession and Lease Agreement is for a period of ten (10) years beginning September 1, 2026 – August 31, 2036. The Non-Exclusive Car Rental Concession and Lease Agreement shall include one (1) option to extend for an additional five (5) year term, exercised at the sole discretion of the GIAA. In no event shall the total term of the Agreement, including the initial term and any extension, exceed fifteen (15) years.

Solicitation Background

The RFP was publicly announced in a local newspaper on July 13, 2026, July 21, 2026, and August 5, 2026. The deadline to submit proposals was August 14, 2026, at 4:00 p.m. Chamorro Standard Time (ChST).

A total of nine (9) companies downloaded the RFP package, and eight (8) companies submitted a proposal before the submission deadline.

Proposal Evaluation and Selection

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals submitted all documents required by the RFP. Eight (8) companies submitted the documents required by the RFP. However, Proposer B did not meet the minimum qualification criteria set forth in the RFP.

The Evaluation Committee appointed by the Deputy Executive Manager, completed their evaluation based on the qualification and evaluation criteria set forth in the RFP, and as reflected on the attached evaluation summary. As a result, the proposals were ranked as follows:

1st	Proposer G	$420,000.00
2nd	Proposer C	$276,012.00
3rd	Proposer E	$200,111.11
4th	Proposer H	$200,000.00
5th (Tie)	Proposer D	$180,000.00
5th (Tie)	Proposer F	$180,000.00
7th	Proposer A	$157,296.00

Proposers G, C, E, H, D, F and A are deemed to have met the standards of responsibility, responsiveness and qualification criteria outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP. Proposer B did not meet the minimum qualification criteria set forth in the RFP. Therefore, it is recommended to approve the ranking results and the concession agreement award to the six (6) highest ranked qualified Proposers based on their proposed Minimum Annual Guaranty (MAG) amounts, proposers G, C, E, H, D, and F are subject to the execution of the Non-Exclusive Car Rental Concession and Lease Agreement.

Legal Review

Upon Board approval of the ranking results the Non-Exclusive Car Rental Concession and Lease Agreement will be forwarded to Legal Counsel for review and approval as to form.

The Non-Exclusive Car Rental Concession and Lease Agreement term is ten (10) years, effective September 1, 2026 – August 31, 2036, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

Financial Review

Under the **Non-Exclusive Car Rental Concession and Lease Agreement**, the concession fee payable by the Concessionaire shall be the greater of (i) the **Minimum Annual Guarantee (MAG)** or (ii) **ten percent (10%) of the Concessionaire's gross revenues**, whichever amount is greater.

The MAG for each subsequent Agreement Year shall be adjusted to an amount equal to **eighty-five percent (85%) of the percentage fee payable during the preceding Agreement Year**. Notwithstanding this adjustment, the MAG for any Agreement Year shall not be less than the MAG established for the first year of the Initial Term of the Agreement.

Based on the proposed MAG amounts submitted by the **six (6) highest-ranked qualified Proposers**, the total proposed MAG for the first Agreement Year is **$1,456,123.11** or an estimated **$14,561,231.10** for the term of the Concession Agreement, non-inclusive of the option period.

In addition to the MAG and percentage-based concession fee, other applicable revenue sources include **Main Terminal Building Counter/Office Area Rent** and **Ready/Return Parking Area Rent**, which together amount to **$123,840.00 per fiscal year**.

Accordingly, the total projected first-year revenue from the proposed MAGs and these additional rental fees is **$1,579,963.11 per fiscal year** or an estimated **$15,799,631.10 for the term of the Concession Agreement**, exclusive of any percentage-based concession fees that may exceed the applicable MAG.

Recommendation

Management recommends to approve the ranking results and the concession agreement award to the six (6) highest ranked qualified Proposers based on their proposed Minimum Annual Guaranty (MAG) amounts, proposer's G, C, E, H, D, and F are subject to the execution of the Non-Exclusive Car Rental Concession and Lease Agreement.

1st	Proposer G	$420,000.00
2nd	Proposer C	$276,012.00
3rd	Proposer E	$200,111.11
4th	Proposer H	$200,000.00
5th (Tie)	Proposer D	$180,000.00
5th (Tie)	Proposer F	$180,000.00
7th	Proposer A	$157,296.00

If GIAA is unable to execute a concession agreement with any of the six (6) highest ranked qualified proposers, the Deputy Executive Manager or designee may execute concession agreement(s) with the next highest ranked qualified proposer(s), consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

A.B. WON PAT INTERNATIONAL AIRPORT GUAM
ÅTURIDAT PUETTON BA'KON AIREN GUÅHAN ENTENASIONAT
P.O. Box 8770
Tamuning, GU 96931
Tel (671) 646-0300
Fax (671) 646-8823
www.guamairport.com
EMAIL: official@guamairport.net
WE'RE ON IT 24/7

August 25, 2026

MEMORANDUM

TO: Dafne M. Shimizu
Deputy Executive Manager

FROM: Cheryl Bustos
Program Coordinator III
Single Point of Contact

SUBJECT: Discussion/Evaluation and Recommendation
Non-Exclusive Car Rental Concession and Lease Agreement
GIAA RFP No. C-003-FY26

The referenced Request for Proposals (RFP) solicits the submission of competitive proposals from all interested qualified companies ("Proposers") for the award for up to six (6) operating counter locations for individual, dual or multi-branded operators for a non-exclusive car rental concession and lease agreement to provide and operate rental car services within the Main Passenger Terminal at the A. B. Won Pat International Airport Authority, Guam, (GIAA).

The RFP was publicly announced in a local newspaper on July 13, 2026, July 21, 2026, and August 5, 2026. A Pre-Proposal Conference and Tour was held on Friday, July 24, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was August 14, 2026, at 4:00 p.m. (ChST).

Nine (9) companies downloaded the RFP package, and eight (8) companies submitted a proposal before the submission deadline.

Proposal Review for Responsiveness

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals submitted all documents required by the RFP. Eight (8) companies submitted the documents required by the RFP. However, Proposer B did not meet the minimum qualification criteria set forth in the RFP.

Evaluation and Selection

Pursuant to Part V Qualification and Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The discussions/evaluation Committee appointed by the Deputy Executive Manager to evaluate the proposals included the following individuals:

1. Jean Arriola, Airport Services Manager
2. Danielle Camacho, General Accounting Supervisor
3. Frank Santos, Airport Consultant

The Discussion/Evaluation Committee completed its evaluation of the proposals in accordance with the qualification and evaluation criteria established in the RFP. The results of the evaluation are reflected in the attached Evaluation Summary. Based on the proposed year one (1) Minimum Annual Guarantee (MAG) amounts, the proposals were ranked accordingly, resulting in the selection of the six (6) highest-ranked qualified Proposers, as follows:

1st	Proposer G	$420,000.00
2nd	Proposer C	$276,012.00
3rd	Proposer E	$200,111.11
4th	Proposer H	$200,000.00
5th (Tie)	Proposer D	$180,000.00
5th (Tie)	Proposer F	$180,000.00
7th	Proposer A	$157,296.00

Recommendation

Proposers G, C, E, H, D, F and A are deemed to have met the standards of responsibility, responsiveness and qualification criteria outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP. Therefore, it is recommended to approve the ranking results and the concession agreement award to the six (6) highest ranked qualified Proposers based on their proposed Minimum Annual Guaranty (MAG) amounts, Proposers G, C, E, H, D, and F are subject to the execution of the Non-Exclusive Car Rental Concession and Lease Agreement, subject to GIAA Board approval. The term of the concession agreement to be awarded is effective September 1, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

If GIAA is unable to execute a concession agreement with any of the six (6) highest ranked qualified proposers, the Deputy Executive Manager or designee may execute concession agreement(s) with the next highest ranked qualified proposer(s), consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

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

APPROVED:

Dafne M. Shimizu
Deputy Executive Manager

Attachments

cc: Solicitation Record

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM

EXECUTIVE MANAGER'S REPORT
GIAA BOARD OF DIRECTORS MEETING
AUGUST 27, 2026

PASSENGER FLIGHT NETWORK: SEPTEMBER 2026

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201U/UA200	1805/0705	D+G3
	HND	UA848/UA849	0420/1930	Daily, Eff Sept 8 ETD @1935
	NRT	UA827/UA873	Sept 1 - 20	Daily, Eff Sept 8 ETA @ 1550
		UA197/UA196	2145/1215	Daily,Eff Sep 8, ETA @2150
		UA865/UA864	2115/1300	Mon & Fri/Tue & Sat, Eff Sept 11 ETA @2120
		UA874/UA828	0140/0705	Tue, Thu, Sat, Sun, No Ops eff Sept. 7
	KIX	UA151/UA150	1550/0715	Daily, No Ops Sept 4 & 29, Eff Sept 8 ETA @ 1545
	NGO	UA137/UA136	1610/0730	Mon, Thur, & Fri, Eff Sept 10 ETD @0735
	MNL	UA184/UA183	0420/1905	Daily, ETA on Wed/Sat @ 0545, Eff Sept 9 ETA @ 0540 on Wed/Sat,: No Ops Sept 7 & 14
	ROR	UA184/UA193	0545/1905	Wed & Sat/ Tue & Fri
		UA192/UA183	0615/1915	Tue & Fri/Tue & Fri
		UA158/UA157	0510/2345	M,Tu, Thu, Fri/ M ,W, Thu, Sun
	SPN	UA076/UA174	1040/0805	Daily Eff Sept 8 ETD @ 0800
	TPE	UA166/UA165	1715/0745	Wed & Sat, Eff Sept 9 ETA @1720 and ETD @ 0750
	TKK	UA132/UA133	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, Eff Sept 13 ETD @ 2020
	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 Sept 8, 15, 22 & 29
Korean Air	ICN	KE417/KE418	2335/0200+1	Daily
	ICN	KE415/KE416	1535/1720	Daily
Jin Air	ICN	LJ915/LJ916	2345/0050 +1	Daily Eff Sept 6 - 23 ETA @ 0115 & ETD @ 0220
		LJ917LJ/918	0335/0440	Daily
	PUS	LJ921/LJ922	0140/0250	Daily except for Sept. 8, 9, 12, 15, 16 & 19
Air Seoul	ICN	RS101/R102	0100/0200	Daily, Except Sep 1, 2 & 5
Air Busan	PUS	BX614/BX613	0010/0255	Tue, Wed and Satudays - (No operations from Sept 5 - 20, 202t6)
T'way Air	ICN/GUM/ NRT	TW529/TW518	1505/1615	Charter Sept 21 & 23
	FUK/GUM/ ICN	TW515/TW3530	1515/1615	Sept 19 -20
	ICN/GUM/ FUK	TW3531/TW516	1425/1520	Sept 22 - 23
	NRT/GUM/ NRT	TW517/TW518	1515/1615	Sept 1 - 20
Star Marianas	ROP	**3401/**4301	1200/1230	Mon, Tue, Wed, Thu, Fri

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

Seat capacity for the month of September 2026 of 106,679 total seats reflects a 25% decrease from August 2026 of 128,215 total seats. The 573 flights scheduled for the month of September 2026 reflects a 17% decrease from the 692 scheduled flights in August 2026.
The decreases are attributed to:

- United decreases NGO from 4x to 3x weekly.
- United's 4x weekly flight (UA874/828) to Narita drops off schedule effective September 7
- Jin Air decreases its Busan operations from daily to 3x weekly flights from September 7 through 21, 2026
- Air Busan decreases its Busan daily operations to 3x weekly, and suspends service from September 5 through 20, 2026

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

EXECUTIVE MANAGER'S REPORT
GIAA BOARD OF DIRECTORS MEETING
AUGUST 27, 2026

YEAR OVER YEAR AIR SERVICE SNAPSHOT

	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	60%	13%	21%	10%	-9%
Nov	564	105,439	78,848	0.75	791	159,237	94,239	59%	40%	51%	20%	-21%
Dec	619	115,650	94,982	0.82	927	183,333	125,089	68%	50%	59%	32%	-17%
Jan	638	117,030	93,473	0.80	684	133,395	99,495	75%	7%	14%	6%	-7%
Feb	580	109,989	86,003	0.78	616	123,988	94,335	76%	6%	13%	10%	-3%
Mar	639	120,937	92,389	0.76	674	135,708	105,250	78%	5%	12%	14%	2%
Apr	601	113,814	78,697	0.69	580	106,582	62,177	58%	-3%	-6%	-21%	-16%
May	590	111,676	82,721	0.74	517	95,990	73,295	76%	-12%	-14%	-11%	3%
Jun	581	113,959	87,286	0.77	500	91,648	68,447	75%	-14%	-20%	-22%	-2%
Jul	655	126,624	94,702	0.75	579	106,824	71,715	67%	-12%	-16%	-24%	-10%
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	573	106,679	N/A	N/A	-21%	-26%	N/A	N/A
	# of flights & seats are one way						**AVERAGE Y-O-Y**		**8%**	**11%**	**1%**	**-8%**

Looking at operations year over year, there is a 21% decrease in the number of flights and a 26% decrease in seat capacity in September 2026 from September 2025. The decreases are attributed to the following discontinued flights:

- Korean Air's daily Busan operations that operated in September 2025
- Korean Air's 2nd daily Incheon wide body that operated in September 2025
- T'way's daily Kansai operation that operated in September 2025
- T'way's daily Incheon operaton that operated in September 2025
- Jin Air's 3rd daily Incheon flight that operated in September 2025

AIRLINE UPDATES

Signatory Airline Meeting

A signatory airline meeting was held with the airlines on August 20, 2026. The agenda included discussion of the impact of Public Law 38-135 (Special Bill No. 9(s)) on the GIAA's finances and ultimately on the airline rates and charges. The total amount appropriated by PL 38-135 is $17.7 million, however, this is inclusive of the $9.254 million in Prior Year Aviation Fuel Tax which was due from the government of Guam and recognized as a receivable by the GIAA since FY2023.

Of the $17.7 million, $8.4 million is to be utilized for a bond defeasance transaction which would prevent the need for a rate adjustment to the airlines in FY 2026. The remaining $9.254 million will be used to lessen the required FY 2027 rate increase. The proposed budget for FY 2027 includes an O & M expense budget of approximately $56 million. This is about $1 million below the budgets for the last two fiscal years.

United Airlines Twilight Bag Drop Feature

United Airlines announced its Twilight Bag Drop Program on July 4, 2026 at its O'Hare and Guam hubs. For outbound Guam travelers, passengers can check in bags between 7:30pm and 9:30pm for flights that depart before 9:30am the next day. Although the service is free for all eligible passengers, travelers still need to complete the online check-in beforehand, through the United Airlines app or website. During the drop-off, customers will be asked for their government issued ID, after which the staff will tag the luggage and send it for sorting and screening. This is an enhancement for passengers as they can avoid having to get in line for check-in and drop their bags for early morning flights.

FACILITY AND INFRASTRUCTURE UPDATES

Apron Rehabilitation Project

In conjunction with the Apron Rehabilitation project, the West Concourse was temporarily closed for all passenger operations and employee access effective August 1, 2026. 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 to occur on December 10, 2026.

REGULATORY UPDATES

FAA HNL ADO Visit

Carlos Salas, Assistant Manager of the Honolulu Airport District Office (ADO) will be visiting the GIAA from August 24 – 25, 2026 to meet with Guam Airport Management, review grant funding, inspect, and acquire status updates of various ongoing FAA projects. The FAA Program Manager, Ryan Castillo, will also be visiting Guam for a short period on September 1, 2026 to tour all FAA projects and the GUM airfield.

FAA RSAT and SMS Team Meetings

The Runway Safety Action Team meeting was held on August 14, 2026 to discuss local airport surface safety risks, and mitigate as we continually update our Runway Safety Action Plan. FAA HNL ADO Manager Gordon Wong, along with the FAA Runway Safety officer also participated in the meeting virtually.

The Safety Management System team will also be meeting in August to discuss identifying hazards, assessing operational risks, and evaluating safety controls.

FAA Certification Inspection
GIAA'S Annual FAA Certification inspection is scheduled for September 21- 25, 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

P.L. 38-135/Special Bill 1 (9-S)
Governor Lou Leon Guerrero signed Public Law 38 – 135 on August 19, 2026 after the unanimous passage of Special Bill 1 (9-S) by the 38th Guam Legislature on August 10, 2026. The total amount appropriated by PL 38-135 is $17.7 million, inclusive of the $9.254 million in Prior Year Aviation Fuel Tax which was due from the government of Guam and recognized as a receivable by the GIAA since FY2023. Of the $17.7 million, $8.4 million is to be utilized for a bond defeasance transaction which would prevent the need for a rate adjustment to the airlines in FY 2026. The remaining $9.254 million will be used to lessen the required FY 2027 rate increase.

Public Hearing on Appointment of Jesse G. Garcia to the Airport Board of Directors
The Committee on Transportation, Tourism, Customs, Utilities and Federal & Foreign Affairs has scheduled the public hearing on the appointment of Jesse G. Garcia to the Airport Board of Directors on September 2, 2026 @ 2pm at the Guam Congress Building. The committee invites input and encourages oral and/or written testimony.

CONCESSIONS & LEASES

RFP Building for Lease at Airport Industrial Park
GIAA RFP No. L-002-FY26
Issue Date: **August 20, 2026**
Submission Deadline: **September 17, 2026**

ANNOUNCEMENTS

- It is with a heavy heart that we announce the passing of **Vicente Mantanona Meno**, Airport Operations Duty Manager on August 14, 2026. GIAA hosted part of the finakpo on Saturday, August 22, 2026 after the 4pm mass at St. Joseph's Church, Inalahan. An Airport Despedida drive by is scheduled for 9:15 am prior to the family viewing scheduled on Friday, August 28, 2026 from 12pm to 2pm at Ada's Funeral home. Last Respects are scheduled for August 29, 2026 from 9am to 11am, followed by mass at 12pm at St Joseph's church, Inalahan.
- **Labor Day 2026** is scheduled for Sunday, September 6, 2026, and will be spearheaded by the Property Management, ARFF and Operations divisions. A bake sale was held on Thursday August 27, 2026 to support Labor Day costs. More information will be provided as our activity is confirmed.
- **Relay for Life 2026** is scheduled for September 19, 2026. More information will be provided as our activity is confirmed.

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

August 26, 2026

MEMORANDUM

To: Mr. Brian Bamba
Chairman
GIAA Board of Directors

From: Debbie Ngata
Acting Comptroller

Subject: **Operating Results – Revenues and Expenses as of July 31, 2026**

Attached herewith is GIAA's Operating Results Report for the month ending July 31, 2026. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended July 31, 2026.

The key operating results for 10 months of FY2026 ending July 31, 2026 – (in $000's) are as follows:

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	$ 2,705.8	$ 36,108.0	$ 30,501.0	-15.5%
Total Concession Revenues	$ 651.8	$ 9,241.3	$ 8,295.9	-10.2%
Total PFC's	$ 260.4	$ 3,861.4	$ 3,077.4	-20.3%
Total Other Revenues	$ 1,913.1	$ 13,802.9	$ 14,560.7	5.5%
Total Operating Revenues	$ 5,531.1	$ 63,013.6	$ 56,435.0	-10.4%
Total Operating Expenses	$ 4,098.5	$ 46,397.6	$ 40,504.2	-12.7%
Net Revenues from Operations	$ 1,432.6	$ 16,616.0	$ 15,930.8	-4.1%
Non-Operating Expenses	$ 241.0	$ 1,235.8	$ 1,568.4	26.9%
Other Available Moneys/Other Sources of Funds	$ 1,040.7	$ 3,592.7	$ 1,733.0	-51.8%
Net Debt Service Coverage	**1.52**	**1.56**	**1.12**	**-28.0%**

Year-to-date Total Signatory Revenues for the month ending July 31, 2026 are below budgeted revenues by **15.5%.** Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **10.2%** below budget while Passenger Facility Charges are below the budget estimate by **20.3%.**

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **5.5%.**

Year-to-date Total Operating Revenues actual of **$56.4M** is **10.4%** below the budget estimate of **$63.0M**.

Year-to-date Total Operating Expenses are below budget by **12.7%.** Components of this line item include a **7.7%** decrease in Personnel Service, a **17.3%** 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 **$15.9M** represents a **4.1%** decrease over the year-to-date budgeted amount of **$16.6M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.12** 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 July 31, 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	311.1	305.0	302.7	-0.8%	3,659.7	3,032.6	3,049.7	3,002.4	-1.6%
Departure Fees	621.9	764.6	488.3	-36.1%	8,713.6	5,829.8	7,202.3	5,874.9	-18.4%
Arrival Fees	905.5	1,032.9	679.2	-34.2%	11,715.3	7,705.7	9,656.4	7,589.7	-21.4%
Immigration Inspection Fees	233.0	262.6	170.7	-35.0%	3,030.8	1,994.3	2,500.0	1,982.0	-20.7%
Common Use Departure Fees	36.2	60.2	29.0	-51.8%	667.5	371.9	544.3	417.5	-23.3%
Loading Bridge Use Fees	344.2	414.5	306.9	-26.0%	4,781.8	3,219.1	3,926.3	3,388.6	-13.7%
Landing Fees	639.4	849.8	632.4	-25.6%	9,714.7	5,998.9	7,978.5	7,136.8	-10.5%
Apron Use Fees	120.7	133.2	96.6	-27.5%	1,522.6	1,117.1	1,250.5	1,109.1	-11.3%
Total Signatory Revenue	**3,212.0**	**3,822.8**	**2,705.8**	**-29.2%**	**43,806.0**	**29,269.4**	**36,108.0**	**30,501.0**	**-15.5%**
Enplaned Signatory Pax	93,442	109,857	70,152	-36.1%	1,251,948	861,135	1,034,819	869,207	-16.0%
Cost per Enplaned Pax	**$34.37**	**$34.80**	**$38.57**	**10.8%**	**$34.99**	**$33.99**	**$34.89**	**$35.09**	**0.6%**
Revenues from Sources other than Signatory Airlines Rents & Fees									
Concession Revenues									
Gen Mdse	511.4	662.1	311.7	-52.9%	6,750.4	4,864.7	5,436.4	4,791.1	-11.9%
In-flight Catering	129.6	123.8	114.4	-7.6%	1,460.2	1,144.9	1,227.5	1,290.2	5.1%
Food & Beverage	79.7	85.2	63.9	-25.0%	1,004.8	765.4	844.6	741.2	-12.2%
Rental Cars	135.5	154.1	144.7	-6.1%	1,818.5	1,303.6	1,528.6	1,288.9	-15.7%
Other Concession Rev	19.3	20.6	17.1	-17.0%	242.9	187.5	204.2	184.5	-9.6%
Total Concession Revenues	**875.5**	**1,045.8**	**651.8**	**-37.7%**	**11,276.8**	**8,266.1**	**9,241.3**	**8,295.9**	**-10.2%**
Passenger Facility Charges	379.5	409.9	260.4	-36.5%	4,671.6	3,260.3	3,861.4	3,077.4	-20.3%
Other Revenue	1,485.7	1,391.1	1,913.1	37.5%	16,580.4	13,090.5	13,802.9	14,560.7	5.5%
Total Operating Revenue	**5,952.7**	**6,669.6**	**5,531.1**	**-17.1%**	**76,334.8**	**53,886.3**	**63,013.6**	**56,435.0**	**-10.4%**
II. Operating Expenses:									
Personnel Services	2,232.5	2,363.9	2,241.5	-5.2%	27,833.0	21,116.2	23,181.5	21,402.6	-7.7%
Contractual Services	1,655.7	2,328.6	1,818.9	-21.9%	26,086.3	19,258.0	21,705.8	17,956.4	-17.3%
Materials & Supplies	150.1	145.1	38.1	-73.7%	1,796.5	916.8	1,510.3	763.7	-49.4%
Equipment/Furnishings	0.0	0.0	0.0	0.0%	0.0	122.7	0.0	381.5	0.0%
Total Operating Expenses	**4,038.3**	**4,837.6**	**4,098.5**	**-15.3%**	**55,715.8**	**41,413.7**	**46,397.6**	**40,504.2**	**-12.7%**
Net income from Operations	**1,914.4**	**1,832.0**	**1,432.6**	**-21.8%**	**20,619.0**	**12,472.6**	**16,616.0**	**15,930.8**	**-4.1%**

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
KEY OPERATING RESULTS ($000's)
As of July 31, 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)	135.6	123.6	241.0	95.0%	1,483.0	2,515.0	1,235.8	1,568.4	26.9%
Add: Interest on Investments	114.6	134.1	127.1	-5.2%	1,608.8	1,266.3	1,340.6	1,327.5	-1.0%
Net Revenues	1,893.4	1,842.5	1,318.7	-28.4%	20,744.8	11,223.9	16,720.8	15,689.9	-6.2%
Add: Other sources of Funds (Federal Reimb)	0.0	33.3	652.3	1858.9%	400.0	225.3	333.3	734.6	120.4%
Add: Other available moneys	173.1	325.9	388.4	19.2%	3,911.2	2,796.4	3,259.3	998.4	-69.4%
Net Revenues and Other Available Moneys	**2,066.5**	**2,201.7**	**2,359.4**	**7.2%**	**25,056.0**	**14,245.6**	**20,313.4**	**17,422.9**	**-14.2%**
Debt Service payments	692.2	1,303.7	1,553.7	19.2%	15,644.8	11,185.5	13,037.3	15,537.3	19.2%
Debt Service Coverage	**2.99**	**1.69**	**1.52**	**-10.1%**	**1.60**	**1.27**	**1.56**	**1.12**	**-28.0%**

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

1. CALL TO ORDER AND ATTENDANCE

The special meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was held on August 27, 2026, and called to order by Vice Chairman Gurvinder "Bic" Sobti at 3:09 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

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

Directors Present:	**Offices or Positions:**
Brian J. Bamba (Excused)	Chairman
Lucy M. Alcorn (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
Kenneth McDonald	Airport Facility/Equipment Main. Superintendent
Raymond T.Q. Quintanilla	Airport Operations Superintendent
Debbie C.M. Ngata	Comptroller, Acting
Vanessa Pangindian	Management Analyst III
Daniel Stone	Assistant Fire Chief (Airfield)
Fidel Q. Masga	Assistant Chief of Airport Police
William Brennan	Arriola Law Firm, GIAA Legal Counsel
Frank Santos	TMG, GIAA Consultant

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

2. APPROVAL OF AGENDA

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

Resolution No. 26-73

The Board hereby approves the agenda of September 3, 2026, regular meeting, as presented.

3. NEW BUSINESS

A. Approval of Ranking and Conditional Award for Specialty Retail Merchandise Concession – GIAA RFP No. C-001-FY26

Reference is made for the Specialty Retail Merchandise Concession as part of the Board's packet, which was presented by John M. Quinata, Executive Manager. Board action is requested to approve the ranking results and conditional award for Request for Proposal GIAA RFP No. C-001-FY26.

The referenced Request for Proposals (RFP) solicited competitive proposals from qualified Specialty Retail Merchandise Concessionaires ("Proposers") to develop, construct, and operate high-quality specialty retail merchandise concessions at the A.B. Won Pat International Airport Authority, Guam (GIAA) Main Passenger Terminal. The RFP sought innovative retail concepts featuring branded merchandise, creative marketing strategies, and modern merchandising techniques designed to enhance GIAA's existing retail concession program and provide world-class amenities and an exceptional shopping experience for the traveling public.

Proposers must have at least five to seven (5–7) years of experience in the ownership and management of a similar type of retail merchandise business as contemplated under the RFP. During at least five to seven (5–7) qualifying years, at least one single location operated by the Proposer must have generated gross annual sales of at least $15 million. In addition, Proposers must demonstrate a successful history of operating within a highly secured and controlled transportation environment, such as an environment governed by the Transportation Security Administration (TSA) or a foreign equivalent, for a minimum of five (5) years. The proposers must have also provided sufficient evidence of their financial capability and ability to finance and undertake the financial commitments necessary to successfully develop, construct, and operate the proposed concession which encompasses approximately 37,352 square feet of retail, storage, lounge, and warehouse space. The term of the concession agreement to be awarded is effective midnight December 21, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

The RFP was publicly announced in a local newspaper on March 6, 2026, March 31, 2026, and May 22, 2026. A Pre-Proposal Conference and Tour were held on Friday, April 3, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was May 29, 2026, at

4:00 p.m. (ChST). Thirty-two (32) parties downloaded the RFP package, and GIAA received two proposals before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals submitted all documents required by the RFP. The two (2) Proposals contained the required documents and were determined to be responsive as outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP.

Pursuant to Part V, Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP, which encompassed the following: Facility Design and Capital Investment; Concepts & Theme and Merchandise and Marketing Plan; Experience; Qualifications and Financial Capability; Management and Operations Plan; and Annual Rent and Projected Sales.

The Discussions/Evaluation Committee, appointed by the Executive Manager, evaluated the proposals and completed its evaluation in accordance with the qualification and evaluation criteria established in the RFP. The results of the evaluation are reflected in the Evaluation Summary. The proposals were ranked accordingly, resulting in the selection of the highest-ranked qualified Proposer, as follows:

1st Proposer B
2nd Proposer A

Upon approval by the GIAA Board of the ranking results and the conditional award of the Specialty Retail Merchandise Concession Agreement to the highest-ranked qualified proposer, Proposer B, Management will commence negotiations with Proposer B. If negotiations are successfully concluded, the Specialty Retail Merchandise Concession Agreement will then be forwarded to Legal Counsel for review and approval as to form.

Management, therefore, recommends the GIAA Board of Directors to approve the ranking results and the conditional Specialty Retail Merchandise Concession Agreement Award to the highest-ranked qualified proposer, Proposer B, subject to the successful negotiations and execution of the Specialty Retail Merchandise Agreement. The term of the concession agreement to be awarded is effective midnight December 21, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

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

Resolution No. 26-74

The Board moves to approve the ranking results and the conditional Specialty Retail Merchandise Concession Agreement Award to the highest-ranked qualified proposer, Proposer B, subject to the successful negotiations and execution of the Specialty Retail Merchandise Agreement. The term of the concession agreement to be awarded is effective midnight December 1, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

Proposer B is Dufy International AG (Avolta Group)

B. Approval of Ranking and Conditional Award for Master Food & Beverage Concession – GIAA RFP No. C-002-FY26

Reference is made for the Master Food & Beverage Concession as part of the Board's packet, which was presented by John M. Quinata, Executive Manager. Board action is requested to approve the ranking results and conditional award for Request for Proposals GIAA RFP No. C-002-FY26.

The referenced Request for Proposals (RFP) solicited competitive proposals from qualified Master Food & Beverage Concessionaire to provide for the development, operation, and sale of high-quality food & beverage products from firms, or groups of firms or individuals, with expertise in operating food & beverage concessions. GIAA is seeking a business relationship that will maximize long-term revenues, facilitate the development and operation of new and appropriate food & beverage concepts and provide exemplary customer service to passengers using exciting, innovative marketing and merchandising techniques that will appeal to the traveling public, along with culturally and aesthetically pleasing facility designs that will enhance the terminal environment.

Proposers must have at least five to seven (5-7) years of experience in the ownership and management of a similar type of food & beverage business as that which was contemplated under the RFP. Proposer must have demonstrated that at least one operated location achieved annual gross sales of no less than One Million Dollars ($1,000,000) during each of the qualifying five (5) to seven (7) years. For purposes of this requirement, a "single location" shall mean either one individual operating unit within a single airport, transportation hub, commercial complex,

entertainment venue, or other large public facility. Proposers with multiple operating locations may qualify by demonstrating combined annual gross sales of at least Five Million Dollars ($5,000,000) per year during the applicable qualifying period.

Proposers should have demonstrated experience in operating food and beverage, retail, or customer service businesses in high-volume, regulated, secure, or customer-intensive environments, to include, but not limited to airports, transportation facilities, and commercial centers, provided the proposer demonstrated the operational capability to comply with Airport security, safety, and operational requirements. The proposer must have provided evidence of its ability to finance and undertake the financial commitments required to successfully develop, construct and operate the proposed concession, which encompasses approximately 25,832 square feet of food & beverage concession space, inclusive of concession units, common dining, and storage areas. The term of the concession agreement to be awarded is for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

The RFP was publicly announced in a local newspaper on March 25, 2026, April 29, 2026, and June 12, 2026. A Pre-Proposal Conference and Tour were held on Friday, May 1, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was June 19, 2026, at 4:00 p.m. (ChST).

Twenty-six (26) parties downloaded the RFP package, and three (3) companies submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals contained all documents required by the RFP. The three Proposals included the required documents and were determined to be responsive as outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP.

Pursuant to Part V, Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP, which encompassed the following: Facility Design and Capital Investment; Concepts & Theme and Food & Beverage Items and Marketing Plan; Experience, Qualifications and Financial Capability; Management and Operations Plan; and Annual Rent and Projected Sales.

The Discussions/Evaluation Committee, appointed by the Executive Manager, evaluated the proposals and completed its evaluation in accordance with the qualification and evaluation criteria established in the RFP. The results of the evaluation are reflected in the Evaluation

Summary. The proposals were ranked accordingly, resulting in the selection of the highest-ranked qualified Proposer, as follows:

1st: Proposer A
2nd: Proposer B
3rd: Proposer C

Upon approval by the GIAA Board of the ranking results and the conditional award of the Master Food & Beverage Concession Agreement to the highest-ranked qualified proposer, Proposer A, Management will commence negotiations with Proposer A. If negotiations are successfully concluded, the Master Food & Beverage Concession Agreement will then be forwarded to Legal Counsel for review and approval as to form.

Management, therefore, recommends the GIAA Board of Directors to approve the ranking results and the conditional Master Food & Beverage Concession Agreement Award to the highest-ranked qualified proposer, Proposer A, subject to the successful negotiations and execution of the Master Food & Beverage Agreement. The term of the concession agreement to be awarded is for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

1st: Proposer A
2nd: Proposer B
3rd: Proposer C

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

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

Resolution No. 26-75

The Board moves to approve the ranking results and the conditional Master Food & Beverage Concession Agreement Award to the highest-ranked qualified proposer, Proposer A, subject to the successful negotiations and execution of the Master Food & Beverage Agreement. The term of the concession agreement to be awarded is for the period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the

Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

Proposer A is Dufy International AG (Avolta Group)

4. ADJOURNMENT

Motion to adjourn duly made by Director Tainatongo, seconded by Secretary Weakley; motion unanimously passed. The meeting was adjourned at 4:27 p.m.

Dated this 9th day of October 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 SPECIAL MEETING
3:00 p.m., Thursday, September 3, 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:
The Guam Daily Post – Thursday, August 27, 2026
Notice to Media – Thursday, August 27, 2026

Second Notice:
The Guam Daily Post – Tuesday, September 1, 2026
Notice to Media – Tuesday, September 1, 2026

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. New Business
   - **A.** Approval of Ranking and Conditional Award for Specialty Retail Merchandise Concession – GIAA RFP No. C-001-FY26
   - **B.** Approval of Ranking and Conditional Award for Master Food & Beverage Concession – GIAA RFP No. C-002-FY26
4. 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 Special Meeting
3:00 p.m., Thursday, September 3, 2026
GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET

	PRINT NAME	COMPANY/AGENCY
1.	Letitia Law-Byerly	LOTTE
2.	Frank R. Santos	TMG
3.	Jean M. Arriola	GIAA
4.	Rolenda Faasuamalie	GIAA
5.	Billy Gutierrez	GIAA
6.	Vanessa Pangindian	GIAA
7.	Debbie Ngata	GIAA
8.	Tricia Cruz	GIAA
9.	Dan Stone	GIAA
10.	Ken McDonald	GIAA
11.	Fidel Masga	GIAA
12.	Ray Quintanilla	GIAA
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

APPLY NOW!!

2 - CARPENTER WITH MIN. 1 YEAR EXPERIENCE **$18.34 PER HR**

Constructs, erects, installs and repairs structures and fixtures of wood, wallboard and plywood, including framework. Uses carpenter's hand tools and power tools conforming to local building codes. Reads blueprints, sketches, or building plans to determine type of work required and materials needed. Prepares layout, using ruler, framing square, and calipers. Erects framework for structure and lay subfloor board.

3 - CEMENT MASON WITH MIN. 1 YEAR EXPERIENCE **$17.51 PER HR**

Smooths and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures using hand tools or power tools including floats, trowels, and screeds. Signals concrete deliverer to position truck to facilitate pouring concrete. Spreads concrete into inaccessible section of forms using rake or shovel. Levels concrete to specified depth and workable consistency using hand screed and floats to bring water to surface and produce soft topping. Lays concrete blocks and mixes cement using shovel or cement mixing machine.

Verification of qualifications required

Benefits: Round-trip airfare for off-island hire; Lodging only provided @ $80.00 per week; and local transportation from employer's designated lodging facility to/from jobsite.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

Apply in person at the American Job Center
414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam
Or apply online at www.hireguam.com; Enter Keyword: 2026-110

HOUSE

CONSTRUCTION & EXTENSION
MAJOR & MINOR RENOVATIONS
HOME REMODELING
DRIVEWAYS
PAINTING
FENCE BUILDING
AIRCON REPAIR & CLEANING
FREE ESTIMATES
CONTRACTOR LICENSED #CLB16-1239
CALL CHEN 671-685-5998

50 pfc CALL: (671) 647-6820

VEHICLE FOR SEAL BID "AS IS"

2025 MITSUBISHI OUTLANDER

Seal bids must be accepted no later than FRIDAY 08/28/26.| 4PM.

Vehicle will be available for inspection by appointment only
PFC Finance has the right to refuse any & all Bids

105 Chalan San Antonio, Tamuning | (671) 647-6820

little type **BIG RESULTS** use the classifieds whether you're
- buying
- selling
- hiring

Department of Integrated Services for Individuals with Disabilities

Lourdes A. Leon Guerrero, Governor
Joshua F. Tenorio, Lt. Governor

Dipåttamenton Prugrama Para I Maninutet
Government of Guam

Michelle L.C. Perez, DIRECTOR
Kathleen P. Aguon, DEPUTY DIRECTOR

STATEWIDE INDEPENDENT LIVING COUNCIL (SILC)
SECOND PUBLIC NOTICE
VIRTUAL MEETING
Monday, August 31, 2026 at 4:00 PM via ZOOM
AGENDA

I. Call to Order
II. Attendance
III. Introduction of New Members
IV. Review of Minutes of 4/20/2026
V. Old Business
   A. Memorandum of Agreement (MOA) with UOG
   B. NCIL Conference
VI. New Business
   A. PPR Submission
   B. CIL Update
VII. Discussion
VIII. Adjournment

Zoom Link: https://us02web.zoom.us/j/86217329628?pwd=JlLTdlwpAje0EaTx65ADgiob2xH9ra.1
Topic: Statewide Independent Living Council (SILC) Quarterly Meeting
Time: Aug 31, 2026 04:00 PM Guam, Port Moresby
Join Zoom Meeting: https://us02web.zoom.us/j/86217329628?pwd=JlLTdlwpAje0EaTx65ADgiob2xH9ra.1
Meeting chat link: https://us02web.zoom.us/launch/jc/86217329628
Meeting ID: 862 1732 9628 • Passcode: SILC2026

138 East Marine Corps Drive Jones & Guerrero Commercial Plaza, Suite C101 Hagatna, Guam 96910 • Office: (671) 475-4624 Fax: (671) 477-2892

Jon A. Visosky, Esq.
FOWLER & VISOSKY LLP
865 South Marine Corps Drive, Suite 201
Tamuning, Guam 96913
Tel: (671) 646-1222
visosky@guamlawoffice.com
hmacagba@guamlawoffice.com
Attorneys for Administrator
Ruel O. Valencia

IN THE SUPERIOR COURT OF GUAM
Estate of Gaspar O. Valencia, Decedents.
PROBATE CASE NO. PR0014-26
NOTICE TO CREDITORS

Within sixty (60) calendar days of the first publication of this Notice, creditors of the Decedent above, and all persons having claims against the Estate or against Decedent, must either file their claims with the necessary supporting documents with the Clerk of the Superior Court of Guam, or present their claims to the Administrator or his attorneys, Fowler & Visosky LLP, 865 South Marine Corps Drive, Suite 201, Tamuning, Guam 96913.

Date: August 13, 2026

Roberts Fowler & Visosky LLP

By: /s/ Jon A. Visosky
Attorneys for Administrator
Ruel O. Valencia

THE LAW OFFICES OF PHILLIPS & BORDALLO
A Professional Corporation
410 West O'Brien Drive, Ste. 102
Hagåtña, Guam 96910-5044
Telephone: (671) 477-ABCD (2223)
Fax: (671) 477-2FAX (2329)
Attorney for Petitioner

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF MILDRED CHACO ANDERSON, Deceased.
PROBATE CASE NO. PR0024-26
NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN by the undersigned, MICHELE L.A. KING, Administratrix of the ESTATE OF MILDRED CHACO ANDERSON, deceased, to the creditors of, and all persons having claims against the deceased, that within sixty (60) days after the date of the first publication of this Notice, they either file their claims with the necessary vouchers in the office of the Clerk of the Superior Court of Guam, or present them with the necessary vouchers at the place of business of Darleen H. Phillips, Attorney-at-Law, at the Law Offices of Phillips & Bordallo P.C., 410 West O'Brien Drive, Hagåtña, Guam 96910, the same being the place for the transaction of the estate.

Dated this 18 day of August, 2026.

/s/ MICHELE L.A. KING

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF MICHAEL EDWIN WILLIAMS, Decedent.
PROBATE CASE NO. PR0060-26
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 Danthea Cava Williams has filed a Petition for Letters of Administration.

2. A hearing on the petition will be heard on **Wednesday, September 2, 2026, at 9:00 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.

Date: 30 JUNE 2026

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

Jon A. Visosky, Esq.
FOWLER & VISOSKY LLP
865 South Marine Corps Drive, Suite 201
Tamuning, Guam 96913
Tel: (671) 646-1222
visosky@guamlawoffice.com

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF MARY FLORES GARMAN, Decedent.
PROBATE CASE NO. PR0186-25
NOTICE OF CONTINUED HEARING

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

1. NOTICE IS HEREBY GIVEN that Tammy Garman Schoenen has filed a Petition for Letters Testamentary or in the Alternative, for Letters of Administration.

2. A continued hearing on the petition will be heard on **Wednesday, September 2, 2026, at 9:40 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: 2 JULY 2026

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

BAUMANN, XU and BLACK, LLC
238 ARCHBISHOP FLORES ST. STE 903
HAGÅTÑA, GUAM, 96910
Tel: (671) 477-9084 • Fax: (671) 477-9087

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF BEATRICE CALVO PEREZ, Deceased.
PROBATE CASE NO. PR0100-26
NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN by NORA PEREZ GARCES, Administrator of the Estate of BEATRICE CALVO PEREZ, deceased, through the undersigned counsel, to the creditors of, and all person having claims against, the deceased, that within sixty (60) calendar days after the first publication of this notice, all claims shall be filed, with the necessary vouchers, to the said Administrator of the Estate at the Office of the Clerk of the Superior Court of Guam, or exhibit them with the necessary vouchers to NORA PEREZ GARCES, Administrator, at c/o Shane F. T. Black, Esq., BAUMANN, XU and BLACK LLC, 238 Archbishop Flores Street, Suite 903, DNA Building, Hagatna, Guam 96910, the same being the place for the transaction of business of the Estate. For further particulars, creditors should refer to the specific requirements set forth by law.

Dated this 11th day of August 2026.

BAUMANN, XU AND BLACK, LLC
By: /s/ SHANE F.T. BLACK, ESQ.
*Attorneys for Petitioner

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, September 3, 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. New Business
   A. Approval of Ranking and Conditional Award for Specialty Retail Merchandise Concession - GIAA RFP No. C-001-FY26
   B. Approval of Ranking and Conditional Award for Master Food & Beverage Concession - GIAA RFP No. C-002-FY26

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.

WE'RE HIRING!

Position: Insurance Administrative Staff
Company: Core Tech Captive Insurance Company (CTCIC)
Employment Type: Full-Time
Wage: $14-$20 per hour or salary-based.

About Us

Core Tech Captive Insurance Company (CTCIC) is the insurance company for Core Tech, supporting the Group's companies' diversified portfolio of construction, development, and asset management operations across Guam and the Pacific region. CTCIC does risk management, issues the policy, handles claims administration, and performs insurance program optimization.

Key Responsibilities

- Provide administrative support for general insurance operations, including policy documentation, renewals, and compliance filings
- Maintain insurance records, certificates of insurance, and coverage schedules
- Coordinate with brokers, insurers, and internal departments
- Assist in claims tracking, documentation, and reporting
- Prepare reports, summaries, and correspondence for management review
- Monitor deadlines for renewals, filings, and reporting requirements
- Perform data entry, document management, and general office administration

Qualifications

- Preferred bachelor's degree in business administration, finance, accounting, or related field, but not required.
- Preferred experience in insurance administration, but not required.
- Proficiency in Microsoft Office (Excel, Word, Outlook)
- Excellent communication and coordination skills
- Ability to handle confidential information with discretion

Why Join Core Tech

- Be part of a growing captive insurance company supporting major regional projects
- Exposure to complex risk management and opportunity to learn about insurance
- Competitive compensation and benefits package
- Opportunity for professional growth within a dynamic organization

How to Apply

Interested applicants may submit their resume and cover letter to: maian@ctdevelopment.com

Core Tech International is an equal opportunity employer

CORE TECH INTERNATIONAL

CORE TECH DEVELOPMENT



Core Tech Space For Lease

Prime Spaces Available Soon!

- GFC Building 2nd Floor
- Facing Main Street with High Foot Traffic
- Prime Location near McDonalds & the Mall
- Ample Parking Space for Business & Visitors



UNITS STARTING FROM
1,000 - 2,000 SQ. FT.



Contact Us Today for More information!

671-486-2925 info@ctdevelop.com 674 Harmon Loop Rd. Dededo, GU 96929

William L. Gavras, Esq.
LAW OFFICES OF WILLIAM L. GAVRAS
A Professional Corporation
101 Salisbury St., Dededo, Guam 96929
Telephone: (671) 632-4357 Email: williamgavras@yahoo.com
Attorney for the Petitioner/Executor
LUZVIMINDA F. DUVALL
As to the Estate of DANIEL LEE DUVALL

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF DANIEL LEE DUVALL, Deceased.
PROBATE CASE NO. PR0021-26
NOTICE OF PRIVATE SALE OF PERSONAL PROPERTY

Notice is hereby given that LUZVIMINDA F. DUVALL, Executor of the Estate of DANIEL LEE DUVALL, will sell at private sale, on or after September 10, 2026, the following personal property of the estate: approximately twenty-one (21) motor vehicles formerly used in a rental car business, more particularly described as to VIN, make, model, year, plate, and odometer in a schedule available upon request.

Bids or offers Will be received at the Law Offices of William L. Gavras, 101 Salisbury Street., Dededo, Guam, during normal hours.

The private sale will occur at the same location (or through escrow as arranged by the personal representative) during normal business hours, on or after September 10, 2026. Terms of sale are for cash or immediately available funds, with any lien payoffs from sale proceeds and title transferred pursuant to Guam DMV requirements.

The vehicles are sold "as is, where is," without warranty, other than the personal representative's authority to sell.

Interested persons may submit written objections or higher and better offers to the Law Offices of William L. Gavras, counsel for Executor, at 1 0 1 Salisbury Street, Dededo, Guam 96929, tel. no. 671-632-4357 or email address: williamgavras@yahoo.com on or before September 10, 2026.

Date: 26 AUGUST, 2026.

By: /s/ LUZVIMINDA F. DUVALL
Executor for the Estate of DANIEL LEE DUVALL

AIRPORT GUAM

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, September 3, 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. New Business
   A. Approval of Ranking and Conditional Award for Specialty Retail Merchandise Concession – GIAA RFP No. C-001-FY26
   B. Approval of Ranking and Conditional Award for Master Food & Beverage Concession - GIAA RFP No. C-002-FY26

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.

VINCENT P. ARRIOLA
Director
LINDA J. IBAÑEZ
Deputy Director
ERNEST G. CANDOLETA
Deputy Director

public works

NOTICE OF PUBLIC MEETING

Guam Transportation Improvement Program FY2026 Amendment

The Department of Public Works (DPW) proposes to amend the current Guam Transportation Improvement Plan (FY2024-2027) to include P108 Potts Junction as part of the DPW Defense Access Road Projects. DPW invites the public to provide feedback on the amendment.

Thursday, September 3, 2026
5:30 p.m. to 6:30 p.m.

WSP Office at 590 South Marine Corps Drive, suite 421 Tamuning, GU 96913

The draft amendment will be available electronically on **www.guamtransportationprogram.com** starting September 3, 2026. Hard copies are also available at DPW at 542 N. Marine Corps Drive, Tamuning, Guam 96913 Highways Building, 2nd floor or at the WSP USA Inc office at 590 South Marine Corps Drive, ITC Building Suite 421, Tamuning.

Comments can be submitted at:
https://www.guamtransportationprogram.com/contact-us
or via email to **info@guamtransportationprogram.com**
All comments must be received by **October 18, 2026.**

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

CLASSIFIED ADVERTISING
ONLY $16.00
PER COLUMN INCH
Call us at 671.649.1924 or email: krista@postguam.com

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

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP)

GIAA RFP No. C-001-FY26

SPECIALTY RETAIL MERCHANDISE CONCESSION

September 3, 2026

Purpose

Board action is requested to approve the ranking results and conditional award for Request for Proposals GIAA RFP No. C-001-FY26, the Specialty Retail Merchandise Concession.

Background

The referenced Request for Proposals (RFP) solicited competitive proposals from qualified Specialty Retail Merchandise Concessionaires ("Proposers") to develop, construct, and operate high-quality specialty retail merchandise concessions at the A.B. Won Pat International Airport Authority, Guam (GIAA) Main Passenger Terminal. The RFP sought innovative retail concepts featuring branded merchandise, creative marketing strategies, and modern merchandising techniques designed to enhance GIAA's existing retail concession program and provide world-class amenities and an exceptional shopping experience for the traveling public.

Proposers must have at least five to seven (5–7) years of experience in the ownership and management of a similar type of retail merchandise business as contemplated under the RFP. During at least five to seven (5–7) qualifying years, at least one single location operated by the Proposer must have generated gross annual sales of at least $15 million. In addition, Proposers must demonstrate a successful history of operating within a highly secured and controlled transportation environment, such as an environment governed by the Transportation Security Administration (TSA) or a foreign equivalent, for a minimum of five (5) years. The proposers must have also provided sufficient evidence of their financial capability and ability to finance and undertake the financial commitments necessary to successfully develop, construct, and operate the proposed concession which encompasses approximately 37,352 square feet of retail, storage, lounge, and warehouse space. The term of the concession agreement to be awarded is effective midnight December 21, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

Solicitation Background

The RFP was publicly announced in a local newspaper on March 6, 2026, March 31, 2026, and May 22, 2026. A Pre-Proposal Conference and Tour were held on Friday, April 3, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was May 29, 2026, at 4:00 p.m. (ChST).

Thirty-two (32) parties downloaded the RFP package, and GIAA received two proposals before the submission deadline.

Proposal Evaluation and Selection

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals submitted all documents required by the RFP. The two (2) Proposals contained the required documents and were determined to be responsive as outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP.

Evaluation and Selection

Pursuant to Part V, Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP, which encompassed the following**: Facility Design and Capital Investment, Concepts & Theme and Merchandise and Marketing Plan, Experience, Qualifications and Financial Capability, Management and Operations Plan and Annual Rent and Projected Sales.**

The Discussions/Evaluation Committee, appointed by the Executive Manager, evaluated the proposals and completed its evaluation in accordance with the qualification and evaluation criteria established in the RFP. The results of the evaluation are reflected in the attached Evaluation Summary. The proposals were ranked accordingly, resulting in the selection of the highest-ranked qualified Proposer, as follows:

1st	Proposer B
2nd	Proposer A

Legal Review

Upon approval by the GIAA Board of the ranking results and the conditional award of the Specialty Retail Merchandise Concession Agreement to the highest-ranked qualified proposer, Proposer B, Management will commence negotiations with Proposer B. If negotiations are successfully concluded, the Specialty Retail Merchandise Concession Agreement will then be forwarded to Legal Counsel for review and approval as to form.

Recommendation

Management, therefore, recommends the GIAA Board of Directors to approve the ranking results and the conditional Specialty Retail Merchandise Concession Agreement Award to the highest-ranked qualified proposer, Proposer B, subject to the successful negotiations and execution of the Specialty Retail Merchandise Agreement. The term of the concession agreement to be awarded is effective midnight December 21, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

1st	Proposer B
2nd	Proposer A

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

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
EMAIL: official@guamairport.net

WE'RE ON IT 24/7

September 1, 2026

MEMORANDUM

TO: John M. Quinata
Executive Manager

FROM: Ralph W. Gutierrez II
Management Analyst IV
Single Point of Contact

SUBJECT: Discussion/Evaluation and Recommendation
Specialty Retail Merchandise Concession
GIAA RFP No. C-001-FY26

The referenced Request for Proposals (RFP) solicited competitive proposals from qualified Specialty Retail Merchandise Concessionaires ("Proposers") to develop, construct, and operate high-quality specialty retail merchandise concessions at the A.B. Won Pat International Airport Authority, Guam (GIAA) Main Passenger Terminal. The RFP sought innovative retail concepts featuring branded merchandise, creative marketing strategies, and modern merchandising techniques designed to enhance GIAA's existing retail concession program and provide world-class amenities and an exceptional shopping experience for the traveling public.

The RFP was publicly announced in a local newspaper on March 6, 2026, March 31, 2026, and May 22, 2026. A Pre-Proposal Conference and Tour were held on Friday, April 3, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was May 29, 2026, at 4:00 p.m. (ChST).

Thirty-two (32) parties downloaded the RFP package, and two (2) companies submitted a proposal before the submission deadline.

Proposal Review for Responsiveness

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals submitted all documents required by the RFP. Two (2) companies submitted the required documents and were determined to be responsive as outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP.

Evaluation and Selection

Pursuant to Part V, Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The Discussions/Evaluation Committee appointed by the Executive Manager to evaluate the proposals included the following individuals:

1. Dafne Mansapit-Shimizu, Deputy Executive Manager
2. Jean Arriola, Airport Services Manager
3. Danielle Camacho, Comptroller, Acting
4. Vanessa Pangindian, Management Analyst III
5. Frank Santos, Airport Consultant

The Discussion/Evaluation Committee completed its evaluation of the proposals in accordance with the evaluation criteria established in the RFP. The results of the evaluation are reflected in the attached Evaluation Summary. The proposals were ranked accordingly, resulting in the selection of the highest-ranked qualified Proposer, as follows:

1st	Proposer B
2nd	Proposer A

Recommendation

Proposer B is deemed highest-ranked qualified proposer and met the standards of responsibility, responsiveness and qualification/evaluation criteria outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP. Therefore, it is recommended to approve the ranking results and the conditional Specialty Retail Merchandise Concession Agreement Award to the highest-ranked qualified proposer, Proposer B, subject to the successful negotiations and execution of the Specialty Retail Merchandise Agreement. The term of the concession agreement to be awarded is effective midnight December 21, 2026, for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

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

APPROVED:

John M. Quinata
Executive Manager

Attachments

cc: Solicitation Record

Antonio B. Won Pat International Airport Authority, Guam

Evaluation Score Tally Sheet

GIAA RFP No. C-001-FY26

Specialty Retail Merchandise Concession

PROPOSER	Evaluator No. 1 Evaluation Criteria Score	*Rank*	Evaluator No. 2 Evaluation Criteria Score	*Rank*	Evaluator No. 3 Evaluation Criteria Score	*Rank*	Evaluator No. 4 Evaluation Criteria Score	*Rank*	Evaluator No. 5 Evaluation Criteria Score	*Rank*	Final Ranking
Proposer A	47	*2*	74	*2*	68	*2*	60	*2*	75	*2*	*2*
Proposer B	87	*1*	94	*1*	88	*1*	81	*1*	84	*1*	*1*

Evaluators:
No. 1: Dafne Mansapit-Shimizu, Deputy Executive Manager
No. 2: Jean Arriola, Airport Services Manager
No. 3: Danielle Camacho, Comptroller, Acting
No. 4: Vanessa Pangindian, Management Analyst III
No. 5: Frank Santos, Airport Consultant

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

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

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP)

GIAA RFP No. C-002-FY26

MASTER FOOD & BEVERAGE CONCESSION

September 3, 2026

Purpose

Board action is requested to approve the ranking results and conditional award for Request for Proposals GIAA RFP No. C-002-FY26, the Master Food & Beverage Concession.

Background

The referenced Request for Proposals (RFP) solicited competitive proposals from qualified Master Food & Beverage Concessionaire to provide for the development, operation, and sale of high-quality food & beverage products from firms, or groups of firms or individuals, with expertise in operating food & beverage concessions. GIAA is seeking a business relationship that will maximize long-term revenues, facilitates the development and operation of new and appropriate food & beverage concepts and provides exemplary customer service to passengers using exciting, innovative marketing and merchandising techniques that will appeal to the traveling public, along with culturally and aesthetically pleasing facility designs that will enhance the terminal environment.

Proposers must have at least five to seven (5-7) years of experience in the ownership and management of a similar type of food & beverage business as that which was contemplated under the RFP. Proposer must have demonstrated that at least one operated location achieved annual gross sales of no less than One Million Dollars ($1,000,000) during each of the qualifying five (5) to seven (7) years. For purposes of this requirement, a "single location" shall mean either one individual operating unit within a single airport, transportation hub, commercial complex, entertainment venue, or other large public facility. Proposers with multiple operating locations may qualify by demonstrating combined annual gross sales of at least Five Million Dollars ($5,000,000) per year during the applicable qualifying period.

Proposers should have demonstrated experience in operating food and beverage, retail, or customer service businesses in high-volume, regulated, secure, or customer-intensive environments, to include, but not limited to airports, transportation facilities, and commercial centers, provided the proposer demonstrated the operational capability to comply with Airport security, safety, and operational requirements. The proposer must have provided evidence of its ability to finance and undertake the financial commitments required to successfully develop, construct and operate the proposed

concession, which encompasses approximately 25,832 square feet of food & beverage concession space, inclusive of concession units, common dining, and storage areas. The term of the concession agreement to be awarded is for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

Solicitation Background

The RFP was publicly announced in a local newspaper on March 25, 2026, April 29, 2026, and June 12, 2026. A Pre-Proposal Conference and Tour were held on Friday, May 1, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was June 19, 2026, at 4:00 p.m. (ChST).

Twenty-six (26) parties downloaded the RFP package, and GIAA received proposals before the submission deadline.

Proposal Evaluation and Selection

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals contained all documents required by the RFP. The three Proposals included the required documents and were determined to be responsive as outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP.

Evaluation and Selection

Pursuant to Part V, Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP, which encompassed the following: **Facility Design and Capital Investment; Concepts & Theme and Food & Beverage Items and Marketing Plan; Experience, Qualifications and Financial Capability; Management and Operations Plan; and Annual Rent and Projected Sales.**

The Discussions/Evaluation Committee, appointed by the Executive Manager, evaluated the proposals and completed its evaluation in accordance with the qualification and evaluation criteria established in the RFP. The results of the evaluation are reflected in the attached Evaluation Summary. The proposals were ranked accordingly, resulting in the selection of the highest-ranked qualified Proposer, as follows:

1st	Proposer A
2nd	Proposer B
3rd	Proposer C

Legal Review

Upon approval by the GIAA Board of the ranking results and the conditional award of the Master Food & Beverage Concession Agreement to the highest-ranked qualified proposer, Proposer A, Management will commence negotiations with Proposer A. If negotiations are successfully concluded, the Master Food &

Beverage Concession Agreement will then be forwarded to Legal Counsel for review and approval as to form.

Recommendation

Management, therefore, recommends the GIAA Board of Directors to approve the ranking results and the conditional Master Food & Beverage Concession Agreement Award to the highest-ranked qualified proposer, Proposer A, subject to the successful negotiations and execution of the Master Food & Beverage Agreement. The term of the concession agreement to be awarded is for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

1st	Proposer A
2nd	Proposer B
3rd	Proposer C

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

A.B. WON PAT INTERNATIONAL AIRPORT GUAM
ATURIDAT PUETTON BATKON AIPEN GUAHAN ENTENASIONAT
P.O. Box 8770
Tamuning, GU 96931
Tel (671) 646-0300
Fax (671) 646-8823
www.guamairport.com
EMAIL: official@guamairport.net
WE'RE ON IT 24/7

September 2, 2026

MEMORANDUM

TO: John M. Quinata
Executive Manager

FROM: Ralph W. Gutierrez II
Management Analyst IV
Single Point of Contact

SUBJECT: Discussion/Evaluation and Recommendation
Master Food & Beverage Concession
GIAA RFP No. C-002-FY26

The referenced Request for Proposals (RFP) solicited competitive proposals from qualified Master Food & Beverage Concessionaire to provide for the development, operation, and sale of high-quality food & beverage products from firms, or groups of firms or individuals, with expertise in operating food & beverage concessions. GIAA is seeking a business relationship that will maximize long-term revenues, facilitates the development and operation of new and appropriate food & beverage concepts and provides exemplary customer service to passengers using exciting, innovative marketing and merchandising techniques that will appeal to the traveling public, along with culturally and aesthetically pleasing facility designs that will enhance the terminal environment.

The RFP was publicly announced in a local newspaper on March 25, 2026, April 29, 2026, and June 12, 2026. A Pre-Proposal Conference and Tour were held on Friday, May 1, 2026, at 2:00 p.m. Chamorro Standard Time (ChST). The deadline to submit proposals was June 19, 2026, at 4:00 p.m. (ChST).

Twenty-six (26) parties downloaded the RFP package, and three (3) companies submitted a proposal before the submission deadline.

Proposal Review for Responsiveness

The proposals were reviewed to determine responsiveness, that is, whether or not the Proposals submitted all documents required by the RFP. Three (3) companies submitted the required documents and were determined to be responsive as outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP.

Evaluation and Selection

Pursuant to Part V, Evaluation Criteria of the RFP, after receipt of the proposals, the GIAA Discussion/Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The Discussions/Evaluation Committee appointed by the Executive Manager to evaluate the proposals included the following individuals:

1. Dafne Mansapit-Shimizu, Deputy Executive Manager
2. Jean Arriola, Airport Services Manager
3. Danielle Camacho, Comptroller, Acting
4. Vanessa Pangindian, Management Analyst III
5. Frank Santos, Airport Consultant

The Discussion/Evaluation Committee completed its evaluation of the proposals in accordance with the evaluation criteria established in the RFP. The results of the evaluation are reflected in the attached Evaluation Summary. The proposals were ranked accordingly, resulting in the selection of the highest-ranked qualified Proposer, as follows:

1st	Proposer A
2nd	Proposer B
3rd	Proposer C

Recommendation

Proposer A is deemed highest-ranked qualified proposer and met the standards of responsibility, responsiveness and qualification/evaluation criteria outlined in the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam and the RFP. Therefore, it is recommended to approve the ranking results and the conditional Master Food & Beverage Concession Agreement Award to the highest-ranked qualified proposer, Proposer A, subject to the successful negotiations and execution of the Master Food & Beverage Concession Agreement. The term of the concession agreement to be awarded is for a period of ten (10) years, which may be extended for one (1) additional period of five (5) years at the discretion of GIAA.

If GIAA is unable to execute a concession agreement with the highest ranked qualified proposer, the Executive Manager or designee may execute negotiations for a concession agreement with the next highest ranked qualified proposer, consistent with the Policies and Procedures for the Competitive Solicitation, Selection & Award of Concession Agreements at the A.B. Won Pat International Airport Authority, Guam, and the RFP.

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

APPROVED:

John M. Quinata
Executive Manager

Attachments

cc: Solicitation Record

Antonio B. Won Pat International Airport Authority, Guam

Evaluation Score Tally Sheet

GIAA RFP No. C-002-FY26

Master Food & Beverage Concession

PROPOSER	Evaluator No. 1 Evaluation Criteria Score	*Rank*	Evaluator No. 2 Evaluation Criteria Score	*Rank*	Evaluator No. 3 Evaluation Criteria Score	*Rank*	Evaluator No. 4 Evaluation Criteria Score	*Rank*	Evaluator No. 5 Evaluation Criteria Score	*Rank*	Final Ranking
Proposer A	91	*1*	93	*1*	95	*1*	74	*2*	86	*2*	*1*
Proposer B	81	*2*	85	*2*	79	*2*	76	*1*	88	*1*	*2*
Proposer C	64	3	70	3	69	3	66	3	78	3	3

Evaluators:
No. 1: Dafne Mansapit-Shimizu, Deputy Executive Manager
No. 2: Jean Arriola, Airport Services Manager
No. 3: Danielle Camacho, Comptroller, Acting
No. 4: Vanessa Pangindian, Management Analyst III
No. 5: Frank Santos, Airport Consultant