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Appeal of JMI-Edison - OPA-PA-23-002

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Tue, Jun 6, 2023 at 4:43 PM

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Dear Mr. Hernandez,

Please see the attached documents for filing in the above referenced matter.

Should you have any questions or concerns feel free to contact our office.

Thank you.

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Regards,
*Sosanbra Salas***RAZZANO WALSH & TORRES, P.C.**

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2 attachments**6.6.23 Opposition to GIAA Motion to Dismiss.pdf**

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**6.6.23 Omnibus Opposition.pdf**

970K

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Counsel for Appellant JMI-Edison

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of

Johndel International, Inc. dba. JMI-Edison,

Appellant.

DOCKET NO. OPA-PA-23-002

OMNIBUS OPPOSITION TO:

- 1) INTERESTED PARTY AIRCRAFT SERVICE, INC. DBA MENZIES AVIATION'S MOTION TO DISMISS**
- 2) INTERESTED PARTY AIRCRAFT SERVICE, INC. DBA MENZIES AVIATION'S MOTION TO DISMISS MOTION FOR SUMMARY JUDGMENT**

I. INTRODUCTION

On April 10, 2023, Johndel International, Inc. dba. JMI-Edison (“JMI” or “Appellant”) appealed to the Office of Public Accountability (“OPA”) the March 27, 2023, decision of the Guam International Airport Authority (“GIAA”) denying JMI’s agency level protest. JMI protested the emergency procurement associated with GIAA RFP 005-FY21 published on March 15, 2023, where GIAA published notice that it would be seeking to extend the contract for Management & Infrastructure Support Services to GIAA’s Baggage Conveyance Systems during the March 22,

2023, GIAA board meeting for an additional 90-day period (the “ERFP”)

The ERFP, like the original RFP that JMI protested and that is proceeding through Superior Court appellate review, was seeking to provide management and infrastructure support services to GIAA’s Baggage Conveyance Systems. JMI protested the intended emergency award to Aircraft Service International, Inc, doing business as “Menziess Aviation,” (“Menziess”), since that entity was selected to perform work falling under Guam’s Contractor licensing laws despite not having any licensing from the Guam Contractors Licensing Board (“CLB”). The non-responsiveness and non-responsibility of Menziess was confirmed by the Office of the Attorney General of Guam who concluded that the work under the RFP “requires that the selected offeror hold a Specialty Contractor license from the CLB in the C-13 Electrical Contractor sub-classification.” JMI also protested the agency’s avoidance of normal procurement protocol and continued reliance upon an emergency declaration dating to October 2021 to justify an emergency award in March, 2023.

On November 24, 2021, Menziess filed separate motions seeking to both (1) dismiss the appeal because of an alleged lack of jurisdiction of the Office of Public Accountability (“OPA”) to review the merits of JMI’s claim (“Motion 1”), and (2) seeking Summary Judgment the merits of whether or not an award to Menziess was appropriate under Guam’s procurement law (“Motion 2”). This omnibus opposition is submitted to address the failings of Menziess’ arguments in its motions.

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II. OPPOSITION TO MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION

A. JMI'S PROTEST WAS TIMELY.

Menzies seeks dismissal of JMI's appeal since, in the view of the interested party, JMI needed to advance its procurement protest earlier than it did. The basis for Menzies's motion is that JMI knew, since December 20, 2021, that Menzies was performing for GIAA, and knew since at least February 10, 2022, that the company was working under an emergency procurement regime. Motion 1, 3. JMI does not contest this. However, Menzies, in making this argument, ignores the fact that JMI is not protesting the use of emergency protocols in 2021 to secure services for GIAA in 2021 or 2022. Rather, JMI's protest and subsequent Notice of Appeal explain that "While it may have been arguable to GIAA to access the emergency procurement procedures in October of 2021 at the inception of JMI's first protest, more than 520 days have elapsed since then." Notice of Appeal, 5. Using emergency protocols for more than 500 days gave rise to a new legal basis for protest since the law is clear that "Emergency means a condition posing an imminent threat to public health, welfare, or safety which could not have been foreseen through the use of reasonable and prudent management procedures, and which cannot be addressed by other procurement methods of source selection." (5 GCA § 5030(x); 2 GAR § 1106(47). GIAA's failure to rotate to "other procurement methods of source selection" beyond using a stale emergency as a procurement crutch gave rise to the new ground to protest. That ground, when coupled with the Attorney General's March 16, 2023,

determination about Menzies's inability to legally perform ripened into the instant protest appeal that is before the OPA.

The Superior Court of Guam dispatched a similar “untimeliness” argument raised before it in the ongoing appeal of the Public Auditor’s earlier dismissal of JMI’s first protest of the GIAA conveyor project. GIAA claimed that JMI’s protest was untimely, since JMI knew about Menzies being designated for contract performance more than 14 days before JMI’s initial protest was made. In a decision and order served on all parties, including the OPA, the Superior Court rejected such a narrow view of timeliness and confirmed that the clock did not begin to run simply because Menzies was bidding or selected for performance. The Court concluded that “As explained in *Teleguam Holdings II*, to be ‘aggrieved,’ a bidder must become aware of a violation of the procurement law. JMI did not have knowledge of Menzies’ licensing status until receiving that information on September 13.” *Johndel Int’l, Inc. dba JMI-Edision v. Office of Pub. Accountability*, CV 0095-22, Decision and Order Denying GIAA’s Mot. to Dismiss, 7 (Sup. Ct. Guam Sept. 22, 2022). The Court used the particular knowledge of the reason for the aggrievement — knowledge about the license status of the awardee — and explained that “Based on the facts presented to this Court, the Court finds that only seven days passed between the time JMI knew of facts giving rise to the protest and its protest. JMI, therefore, filed a timely protest.” *Id.* JMI raised its protest to GIAA on March 21, 2023 — five days after learning of GIAA’s intent to utilize for the first time an emergency procurement to a contractor that the Government of

Guam's chief legal officer had just publicly determined could not perform. Therefore, JMI's agency level protest meets the timeliness standards required by applicable law and regulation. This appeal must proceed to its merits.

B. THIS IS A PROCUREMENT APPEAL, AND THE OPA HAS SUBJECT MATTER JURISDICTIONS OVER SUCH APPEALS.

Even though this matter is before the OPA on an appeal from an agency protest denial, Menzies also argues that the matter must be dismissed "for lack of subject matter jurisdiction" since, in its view, JMI's agency level protest was untimely. Motion, 5. This position ignores the fundamental jurisdictional ambit of the OPA to review appeals over agency protest decisions, 5 G.C.A. § 5425(e), and ignores the key tenets of procurement law that require only responsible and responsive offerors to receive awards from the Government. *See, e.g.*, 2 GAR § 3109(n)(1); *See also*, 2 GAR § 3116 (b)(4). (mandating that "Before awarding a contract, the Procurement Officer must be satisfied that the prospective contractor is responsible.")

To be certain, JMI is appealing an agency decision on a procurement protest. GIAA called JMI's protest untimely, and also denied JMI's protest on the grounds that GIAA is appropriately using the emergency procurement processes. *See*, Denial of Procurement Protest, March 27, 2023, attached to the JMI Notice of Appeal as Exhibit C. GIAA ignored fundamental procurement rules regarding contractor responsibility and the nature of an emergency, and is now urging dismissal based upon a "lack of subject matter jurisdiction," ignores the very clear statutory role the OPA has in the appellate review of the territory's procurement regime. JMI's OPA

Appeal came 14 days after GIAA issued its protest decision to JMI — well within the fifteen-day protest appeal period set by 5 GCA § 5425(e). Menzies, like GIAA, is simply wrong about the lack of jurisdiction, and wrong in claiming that an agency's determination of untimeliness is dispositive and would cut off the OPA's jurisdiction to perform such review.¹

III. OPPOSITION TO MOTION TO FOR SUMMARY JUDGMENT

While urging dismissal because of a lack of subject matter jurisdiction, Menzies contemporaneously moves for “Summary Judgment” in these administrative proceedings. Menzies argues — an argument made without a single citation to the standard that would apply to such a determination — that summary judgment is appropriate because (1) the CLB has not reached a “final decision” on the issue of Menzies's qualification, (2) the Attorney General's legal review of Menzies's ability to work is of no consequence, (3) Menzies was somehow able to obtain a contractor's license so the issue is moot, (4) No evidence has been presented that shows a defect in GIAA's use of a 500 day emergency to procure services from Menzies, (5) Menzies finds no merit in the claims that it was neither a responsive

¹ Menzies's position on the OPA's jurisdiction flips review by the OPA on its head. If, as GIAA determined in its protest decision, JMI's protest was untimely, then the OPA should exercise its jurisdiction in upholding the agency decision. No understanding of jurisdiction beyond the one in GIAA's mind's eye would prevent the OPA from reaching the question of whether or not the underlying protest was timely. Certainly, no jurisdictional concept would allow the OPA to make findings in a case — an administrative case where a record must be developed for eventual judicial review — where it had no subject matter jurisdiction, since “without jurisdiction the court cannot proceed at all in any cause. Jurisdiction is power to declare the law, and when it ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause.” *Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 94, (1998) citing *Ex parte McCardle*, 7 Wall. 506, 514 (1868).

nor responsible contractor under ERFP, and (6) reiterating the points of Motion 1 for good measure, JMI is claimed to be untimely in its protest of the ERFP.

Summary Judgment is inappropriate in these proceedings, and even if such a maneuver were possible, genuine questions of fact must be developed at a merits hearing on this appeal.

A. THE OPA HAS PREVIOUSLY DETERMINED THAT SUMMARY JUDGMENT IS INAPPROPRIATE IN THESE TYPES OF ADMINISTRATIVE PROCEEDINGS.

Menzies moves for Summary Judgment, but declines to provide a legal standard, statute, or procedural rule justifying such a maneuver. That is because no such maneuver properly exists before the OPA. Summary Judgment on Guam is rooted in Guam R. Civ. Proc. 56. (“A party against whom a claim, counterclaim, or cross-claim is asserted or a declaratory judgment is sought may, at any time, move with or without supporting affidavits for a summary judgment in the party's favor as to all or any part thereof.” Guam R. Civ. Proc. 56. Summary Judgment.). The OPA has previously declared Summary Judgment under that rule inapplicable to proceedings before the OPA. In *In the Appeal of Core Tech International Corp*, OPA-PA-17-009, the Public Auditor explained that “Rule 56, Guam Rules of Civil Procedure are inapplicable to this administrative proceeding.” *In the Appeal of Core Tech International Corp*, OPA-PA-17-009, Decision and Order RE Purchasing Agency’s Motion to Dismiss². The OPA went on to reiterate that:

² The OPA captioned its decision as one on the Agency’s “Motion to Dismiss.” The agency had called its Motion a “Motion for Summary Judgment,” but the OPA had decided to construe the procedurally infirm summary judgment motion as one instead for dismissal. See, Motion for Summary Judgment, OPA-PA-17-009, November 3, 2017.

Procurement Appeals hearings shall be as informal as may be reasonable and appropriate under the circumstances and shall not be bound by statutory rules of evidence or by technical or formal rules of procedure. 2 G.A.R., Div. 4, Chap. 12, § 12108(d). Hence, summary judgment as permitted by Rule 56, GRCP, in civil cases being heard before the Superior Court of Guam and the cases interpreting that rule are inapplicable to this matter because this proceeding is an informal procurement appeal that is not bound by such formal rules of civil procedure.”

In the Appeal of Core Tech International Corp, OPA-PA-17-009, Decision and Order RE Purchasing Agency’s Motion to Dismiss, 2.³

B. EVEN IF SUMMARY JUDGMENT WERE PROCEDURALLY APPROPRIATE IN AN ADMINISTRATIVE PROCEEDING BEFORE THE OPA, SIGNIFICANT FACT ISSUES PREVENT SUCH A SUMMARY ADJUDICATION.

- 1. The CLB has determined that Menzies violated Guam law by performing work without an appropriate license. Menzies’s appeal does not change this fact.**

Menzies argues first that it is entitled to “summary judgment” since the CLB has not made a final determination about the Menzies issue. Motion 2, 6. Menzies makes this claim because it has raised a full-throated appeal of the CLB citation it was issued. While it is true than an appeal is underway, there is no doubt that the CLB has already determined that Menzies was inappropriately operating as an unlicensed contractor. The CLB citation is unequivocal, and informs Menzies that “Menzies’s failure to have a valid Specialty Contractor’s License in the C-13

³ Summary Judgment proceedings do exist in the context of administrative proceedings, but those are allowed and controlled by specific statutes in those jurisdictions, or by judicial precedent that adopt rules of civil procedure when the administrative code is silent. *See, e.g.*, Ind. Code Ann. § 4-21.5-3-23 (“A party may, at any time after a matter is assigned to an administrative law judge, move for a summary judgment in the party’s favor as to all or any part of the issues in a proceeding.”); *Bd. of Ethics in Matter of Monsour*, 2017-1274 (La. 5/1/18), 249 So. 3d 808, 810 (“The Louisiana Code of Civil Procedure governs civil proceedings in administrative agency proceedings where agency laws are silent.”). Here, *Liheslaturan Guåhan* has declined to provide for an administrative summary judgment proceeding, and the OPA has specifically declined to adopt Guam R. Civ. Proc. 56 that would provide a framework for summary adjudication in the administrative context.

Electrical Contractor subclassification from the [CLB] is a violation of... Guam Laws and CLB regulations.” CLB Violation, Attachment B to the Menzies Motion for Summary Judgment. Like a *Habeas Corpus* inmate seeking review of a jury conviction that has already been handed down, there is no doubt what the result of the trial was here following the CLB’s extensive investigation into the matter.⁴

- 2. The Office of the Attorney General has determined that Menzies violated Guam law by performing work without an appropriate license. That determination cannot simply be ignored.**

The CLB’s legal counsel, the Office of the Attorney General of Guam, has declared that the work the airport seeks “requires that the selected offeror hold a Specialty Contractor license from the CLB in the C-13 Electrical Contractor subclassification” and that the CLB should, with regard to Menzies, “begin enforcement proceedings to protect the public against this unlicensed contractor...” OAG Opinion, Notice of Appeal, Attachment A. Menzies waves this away by simply declaring that “the OAG opinion is not a CLB determination, and the OAG has no

⁴ Menzies claims that it is due a hearing, but Guam’s contractor law limits hearings to those situations “In every case where it is proposed to refuse to grant a license or to revoke or suspend a license or to refuse to renew a license, the Contractors License Board shall give the person concerned notice and hearing in conformity with the Administrative Adjudication Law.” 21 G.C.A. § 70117(a). Guam Administrative Adjudication Act does fathom hearings where individuals have received fines and violations, but no provision of law stands for the proposition that Menzies advances here: that an appeal of a CLB citation somehow obviates the citation prior to the resolution of the appeal. The CLB citation is dispositive of the view of the CLB on the matter. While the Public Auditor has previously chosen to ignore past determinations of the CLB investigation into Menzies based upon doubts raised by Menzies regarding the provenance of those determinations, no such aspersions have been cast here with regard the CLB citation.

authority to determine the CLB license requirements.” Motion, 7.⁵ Menzies says this while in receipt of a separate CLB determination that clearly finds, like the OAG opinion, that Menzies was required to have a C-13 license, and the failure to have the license warrants severe sanctions. *See*, Citation, Motion Exhibit B. Both the CLB and the CLB’s legal counsel are unified in the conclusion that Menzies cannot legally perform the work described under the ERFPP without appropriate CLB licensing. Menzies’ attempt to discount the importance of these conclusions has no legal or factual support other than Menzies’s appeal effort.

3. Menzies does not have a contractor’s license, and the C-13 licenses it relies upon has no legal foundation, and appears to have been issued without Board approval.

Menzies also claims that this entire issue of its lack of a license is moot, since that it has obtained the license necessary to do the ERFPP work. This is not so. The Procurement Record reveals that the C-13 license was issued on April 7, 2023, to Ignacio C. Uurlanda *as an RME for Menzies*. Procurement Record, 810.⁶ Menzies

⁵ On Guam, Attorney General’s opinions are to be accorded substantial weight. *See, Guam v. Marfega Trading Co.*, 1998 Guam 4 *citing Mountain View Union High School Dist. v. City Council*, 168 Cal.App.2d 89, 335 P.2d 957, 960–61 n. 2 (Cal. Ct.App.1959) (holding that an attorney general’s opinion as to statutory construction could be a factor considered by the court in applying a statute); *Prescott v. U.S.*, 731 F.2d 1388, 1393 (9th Cir.1984) (holding that attorney general opinions should be given great weight).

⁶ While Mr. Uurlanda may indeed be an excellent electrician, no evidence has been provided by Menzies that the individual is actually functioning as an RME for Menzies. The law requires that an RME is the “individual responsible for the direct management of the contracting business of the licensee.” 29 GAR §1406(b). There are various factual inquires laid out in the CLB regulations to determine if someone is in actual “direct management.” Those inquires include whether or not the RME is “principally employed by the licensee” or otherwise is in “common ownership of at least fifty-one percent (51%)” of the company. Factual questions for review also include whether or not the RME is in fact “Familiar with all contracts the firm enters into and is responsible for all contract provisions. 29 GAR §1406(b). The RME is required to “sign or initial all contracts.” 29 GAR §1406(b) (3). The procurement record shows that Mr. Uurlanda did not represent Menzies at the October 30,

itself still has no license despite the requirement being plain that both the RME and the contracting entity — here Menzies—must be appropriately licensed with the CLB. 21 GCA § 70110(d) makes a distinction between issuing licenses to corporations, and licenses issued to an RME who will then allow the corporation to obtain its own license. These are two distinct licenses. The distinction is seen again in the established fee structure of the CLB, which provides for distinct fees for a “License Fee License to act as specialty contractor” and a “License Fee for Responsible Management Employee.” 29 GAR § 1420; *See also*, 21 GCA § 70114. This is why responsible Guam contractors will have both a contractor license for the company’s RME, and a contractor license for the company itself. *See*, JMI Contractor and RME Licenses, attached to this Opposition as **Exhibit A**.

Beyond Menzies still not having a license, the license issued to Menzies’s RME appears to have been issued in direct contravention of the instructions of the CLB Board. On March 15, 2023, the CLB’s executive director was delegated the specific limited authority to “approve or disapprove ... license applications where there are no complaints or other items of concern within the past year.” Correspondence, CLB Board Chairman to CLB Executive Director, March 15, 2023.

2021, meeting that gave birth to the emergency procurement award to Menzies. Procurement Record, 91. His name and signature appear on no contract, and he is not even given the courtesy of appearing in correspondence between GIAA and Menzies. *See, e.g.* Procurement Record 611 (correspondence from GIAA executive manager to Sanine Slivering and Rodney Paet of Menzies.) GIAA’s procurement record log of communications lists 104 communications with various parties, including numerous contacts with Menzies personnel and its legal counsel. Menzies’s claimed RME appears in none. Given the fact that Mr. Urlanda is not even listed as the supervisor of the Menzies work in the Procurement Record, it is doubtful that Mr. Urlanda is functioning as an actual RME. *See*, procurement record, 513; A factual inquiry into his role is required that would prevent the grant of summary judgment here.

That delegation specifically excising the approval of applicants with “complaints or items of concern with the past year” comes 6 months after the CLB concluded its investigation and report into Menzies’s conduct, and the same day the CLB executive director received the Attorney General Opinion regarding Menzies’s inappropriate conduct.

Menzies itself explains that, after that delegation, it “submitted its C-13 license application on April 5, 2023, and received its license two days later.” Motion 2, 8. The application came one day after Menzies received the CLB’s April 4, 2023, citation. How Menzies obtained a license on April 7, 2023, three days *after* receiving a citation, when the CLB board had specifically refused to allow the approval of licenses for applicants “where there are not complaints or other items of concern within the past year” remains opaque, subject to innuendo and conspiracy about backroom deal making, but at a minimum demands explorations through discovery processes and the taking of live testimony.

4. A 500-day emergency procurement is not an issue for summary judgment given the factual determinations that must be made to justify an emergency situation.

Menzies claims that an initial 2021 declaration of need justifies a never-ending emergency procurement award to it by GIAA. Emergency procurement law does not allow such unthinking conduct by an agency. It is fundamental that the emergency procurement processes cannot be used to correct management’s failure to responsibly work through planned procurement. The law is clear that “Emergency means a condition posing an imminent threat to public health, welfare,

or safety which could not have been foreseen through the use of reasonable and prudent management procedures, and which cannot be addressed by other procurement methods of source selection.” (5 GCA § 5030(x); 2 GAR § 1106(47). Even if an “emergency” were somehow still in existence after 520 days, the law requires that “emergency procurements shall be made with such competition as is practicable under the circumstances.” 5 G.C.A. § 5215. The record is devoid of facts that demonstrate any efforts that were made by GIAA to utilize “other procurement methods of source selection” under the purported continuing emergency. The record contains no showing of what competition would have been “practicable under the circumstances” of needing baggage services in 2023, as opposed to just in 2021. These significant fact questions prevent summary judgment, or, at a minimum, warrant a period of discovery and factual inquiry before determining the issue.

5. Menzies is neither responsible nor responsive

Menzies wants to continue to perform a contractor task that the CLB and the Attorney General have both said requires a license that Menzies does not have. § *III(B)(i); (2), supra*. Since Menzies does not have “the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance,” Menzies is a non-responsible offeror. 5 GCA § 5201(f). Since work for GIAA requires that its contractors must comply with “Guam Licensing Law,” RFP General Terms and Condition, §14, it is also evident that Menzies was non-responsive to any bid tender requiring licensed contractor work, as Menzies could not respond with that which does not exist.

6. JMI was timely in its protest of these issues.

JMI's protest was timely lodged with the agency, and the eventual protest denial was timely appealed to the OPA. *See*, § II(A), *supra*. This matter should move on to a review of the merits of JMI's protest.

IV. CONCLUSION

Menzies urges the OPA to dismiss JMI's appeal based upon its belief that reviewing whether or not Menzies can legally perform an emergency procurement for GIAA is somehow beyond the reach of the OPA, and that even if reviewable, a standardless summary judgment should be granted. The OPA should reject Menzies's invitation, and move this matter forward to an analysis of the merits of the JMI's protest.

Submitted this 6th day of June, 2023.

RAZZANO WALSH & TORRES, P.C.

By: _____



JOSHUA D. WALSH
JOSEPH C. RAZZANO
Counsel for Appellant
JMI-Edison

EXHIBIT A

2024

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Johndel Intenational Inc. dba: JMI-Edison

To engage in the business or act in the capacity of a contractor in the following classifications

**A,B,C13,C15,C16,C18,C19,C20,C21,C25,C26,C37,C40,C42,C44,C51,C53
& C56**

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME # 4106

Signature of LICENSEE
License # CLB08-0376

GRT # 861643

Certificate # C-0323-0036

Issued: March 24, 2023

Expires: June 30, 2024

BERNARD S. BENAVENTE
BOARD CHAIRMAN



CIRIACO C. SANCHEZ, Jr.
EXECUTIVE DIRECTOR



2024

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Eduardo R. Ilao

RME For: Johndel International Inc. dba: JMI-Edison

To engage in the business or act in the capacity of a contractor in the following classifications

A,B,C13,C15,C16,C18,C19,C20,C21,C25,C26,C37,C40,C42,C44,C51,C53 & C56

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME # 4106

Signature of LICENSEE
License # CL808-0376

GRT #

Certificate # R-0323-0037

Issued: March 24, 2023

Expires: June 30, 2024

BERNARD S. BENAVENTE
BOARD CHAIRMAN



CIRIACO C. SANCHEZ, JR.
EXECUTIVE DIRECTOR

