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To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>
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Hafa adai Clerks: Attachments of meetings for the Consolidated Utilities Commission will be provided on flash drive for M&C GL34-17-806 to GL34-17-816

8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 7/16/17*	34-17-806
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 5/23/17*	34-17-807
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 4/18/17*	34-17-808
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 6/6/17*	34-17-809
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 3/21/17*	34-17-810
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 2/21/17*	34-17-811
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 1/24/17*	34-17-812
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 1/12/17*	34-17-813
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 12/6/16*	34-17-814
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeitng11/22/16*	34-17-815
8/2/2017	8/2/2017	Consolidated Commission on Uitlities	CCU Meeting 10/25/16*	34-17-816

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OFFICE OF SPEAKER BENJAMIN J.F. CRUZ

Committee on Appropriations and Adjudication

I Mina'trentai Kuattro na Liheslaturan Guahan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910

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CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., May 23, 2017

AGENDA

1. CALL TO ORDER

2. APPROVAL OF MINUTES

3. COMMUNICATIONS
   - 3.1 Public Comments (2 min. per person)

4. NEW BUSINESS
   - 4.1 GPA
   - 4.1.1 GM Report Update
   - 4.1.2 Financials
   - 4.1.3 Resolution 2017-12 Write-Off of GPAs Account Receivables
   - 4.1.4 Resolution 2017-13 GPA's Billing Statement Production Graphic Center
   - 4.1.5 Resolution 2017-14 Purchase of New Bucket Trucks
   - 4.1.6 Resolution 2017-15 Ratification of POLL VOTE on Additional Ultra Low Sulfur Diesel (ULSD) and Lease Additional Storage Tank
   - 4.1.7 Resolution 2017-16 LEAC Adjustment
   - 4.1.8 Resolution 2017-17 Bond Issuance to Refinance 2010 Revenue Bonds
   - 4.1.9 Resolution 2017-18 Secured Web Gateway Application Software
   - 4.1.10 Resolution 2017-19 Purchase of 45ft. Class B Concrete Power Poles
   - 4.1.11 Resolution 2017-20 Engineering / Technical Services to Support GPA Resource Plans
   - 4.1.12 Resolution 2017-21 Procurement of 34.5kV SF6 Breakers
   - 4.1.13 Resolution 2017-23 Land for 180MW Power Plant

   - 4.2 GWA
   - 4.2.1 GM Report Update
   - 4.2.2 Financials
   - 4.2.3 Resolution No. 28-FY2017 Construction Mgmt. Services Contract Amendment for the Southern SSES Rehabilitation–Phase II Project
   - 4.2.4 Resolution No. 29-FY2017 Baza Gardens Wastewater Cross Island Pumping and Conveyance Phase III Construction Project
   - 4.2.5 Resolution No. 30-FY2017 GWA's FY2017 Annual True-Up
   - 4.2.6 Resolution No. 31-FY2017/ GPA Resolution 2017-22 Relative to Authorizing an Increase of Obligating Authority for the General Managers of Guam Power Authority and Guam Waterworks Authority
   - 4.2.7 Resolution No. 32-FY2017 Relative to Ratification of Purchases Under Indefinite Quantity Contract with Badger Meter Inc. for GWA Water Meters Various Sizes and Accessories

5. OLD BUSINESS

6. ANNOUNCEMENTS
   - 6.1 Next CCU Meetings: Regular Monthly Meeting – 6/6/17

7. EXECUTIVE SESSION
   - 7.1 Litigation Matter

8. ADJOURNMENT

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

Regular Board Meeting

CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., April 18, 2017

MINUTES

1. CALL TO ORDER

The Chairman called the regular monthly meeting of April 18, 2017 to order at 5:35 p.m. He announced that all (5) Commissioners were present

Others present include:

Commissioners:

Joseph T. Duenas	CCU Chairman
Francis Santos	CCU Vice Chairman
George Bamba	CCU Secretary
Judi Guthertz	CCU Treasurer
Simon Sanchez	Member

Executive Mgmt.:

John Benavente	GM / GPA
Miguel Bordallo	GM / GWA
Melinda Camacho	AGMO / GPA
Tricee Perez	AGMA / GPA
John Cruz	AGMET / GPA
John Kim	CFO / GPA
Greg Cruz	CFO / GWA
Graham Botha	Staff Attorney / GPA
Kelly Clark	Staff Attorney / GWA

Management & Staff:

Paul Kemp	AGM Compliance & Safety / GWA
Jacqueline Taisacan	GWA
Manny Apuron	GWA
Joyce Sayama	Mgmt. Analyst / GPA Ex. Office
Kathy Beleno	Mgmt. Analyst / GWA Ex. Office
Lou Sablan	Board Secretary / CCU
Dave Fletcher	GWA

Guest:

Charlene Calvo	IP&E
Angelica Perez	AM Insurance
Bill Chang	Brown&Caldwell

2. APPROVAL OF MINUTES

The Minutes of March 21, 2017 was presented for approval.

Comm. Bamba motioned to approve the Minutes subject to verification and correction; Comm. Guthertz seconded. There was no objection or further discussion and the motion passed.

3. COMMUNICATIONS

3.1 Public Comments - None

4. NEW BUSINESS

4.1 GWA

4.1.1 GM Report Update

Tumon Maui Well:

a. Power Line Status / Generator Status
    i. Funding for the project approved. Presently moving through the Procurement Process. DOD needs to work with GPA to get the power issues resolved and transferred to GWA.
    ii. GWA will work with GEPA to renew the generator permit. GWA will work with GPA to coordinate the submission of the permit.
b. Inspection by DOD
    i. Performed on February 1, 2017. No major issues found.
    ii. Report will be completed and submitted to DOD.
    iii. Next inspection will be April 23rd.
c. Renewal of license – DOD is preparing the paper work for the yearly license.
d. Potts Junction Intertie (Water Service)
    i. Funding for the project approved. Presently moving through the Procurement Process.
    ii. Construction of the intertie deadline is June 2017
    iii. GWA is working on Encroachment Permit with Guam Department of Public Works.
e. Production:
    i. Fairly consistent for March between 1.0 and 1.1 million gallons per day (MGD), with the exception of several days of less production due to preventive maintenance being

performed which required the system to be secured - see chart below.

ii. Total production in February was **30,085,400 gallons.** Total Production in March was **32,174,500.**

2. Issues for Agat WWTP Project

a. GWA's payment for the appraisal received. As soon as appraisal is received, the easement document will be prepared.

b. Appraisal still pending

i. Letter sent to GWA regarding cost / Payment to DoD issued.

ii. 120 days from the 16th of February to complete appraisal.

iii. Determination of mitigations for easement and document based on appraisal.

iv. NFM AM (Cynthia) will make a site visit for the easement documentation.

c. Confirmed that MEC work is not required for construction of GWA waterline in this easement.

d. Mixing zone study cooperation

i. Draft report of findings and mixing zone received March 2017; Final report anticipated in May 2017.

ii. Results favorable for GWA discharge permit limits.

There was discussion on this secondary treatment plant. Comm. Sanchez shared his thoughts that the USEPA probably doubted management's ability to comply with the related Court Order. He recommended that at the ribbon cutting management invite Justice Frances Tydingco-Gatewood. He commended the GWA employees. Comm. Guthertz added that she attended a recent event where the speaker complimented GWA/GPA noting our professionalism.

It was mentioned that there is a scheduled OEA meeting in June in Hawaii. Chairman Duenas asked GM Miguel to let CCU know the date of the meeting so the CCU can attend if it is around the same time as the AWWA Conference.

3. Santa Rosa Tank

a. TG Engineering is working on an updated version of the designed. The two properties are adjacent to each other. The new drawing will move most of the infrastructure to GWA property.

b. GWA is willing to do a cost share agreement for the maintenance of the project, if the infrastructure is located on Air Force Property. This will be included in the MOU.

c. GWA will do the modeling to determine the how the project will impact both systems. Hydraulic Modeling is included in the contract with TG Engineering.
d. GWA working on first draft of the MOU
e. Discussions followed on easement vs. right of entry; service contracts; and property boundaries. NOTE: Right of entry is only temporary

4. OEA Coordination

a. Funding to cover DON work related to Observation Wells project
    i. Money will not come from GWA
    ii. OEA is in discussion with leadership of DoD for funding source for DON work on monitoring well environmental review.

5. GIS Data

a. Sub-group prospective members from DOD and GWA with Bureau of Statistics and Plans who lead the GIS User Group for the Government of Guam
b. Navy is discussing how to share GIS files with GWA. It may require Navy to convert to software used by GWA, due to the respective sizes of the systems.

6. Hydraulic modeling – on going

a. NAVFAC will coordinate with GWA on modeling requirements and software analysis to include the modeling for the Santa Rosa tanks.
b. GWA/NAVFAC joint effort to develop an analysis report of existing models leading toward direction.

7. Other issues

a. GWA will write a letter with concerns related to NOVA's multiple incidences in damaging GWA's lines. NAVFAC will assist in moving GWA's concerns forward to the appropriate parties. Letter will be submitted to NAVFAC command.

Renewal for GWA license is being processed along with renewal for TMS, Tarague Waterline, and AG1 well.

OEA Grants – Guam Water-Wastewater Infrastructure Projects

- PM/CM contract awarded; NTP issued.
    - Project Management Plan in progress
    - Outfall Diffuser design in progress
    - Sewer Interceptor – in progress; GWA conducting SMH survey

- NDWWTP – RFP drafted, under GWWIST Review
- GWWIST meeting scheduled for June in Hawaii.

OEA Grants – Guam Water-Wastewater Infrastructure Projects

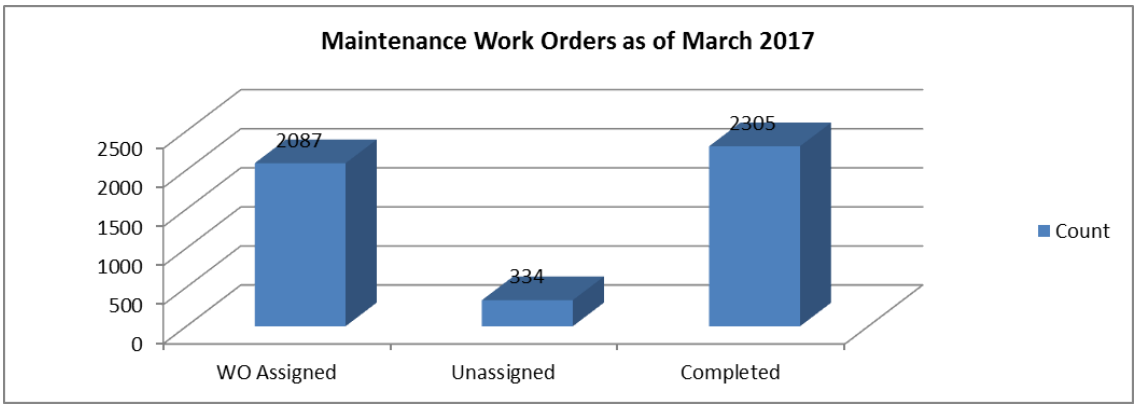
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  - Project Management Plan in progress
  - Outfall Diffuser design in progress
  - Sewer Interceptor – in progress; GWA conducting SMH survey
  - NDWWTP – RFP drafted, under GWWIST Review
- GWWIST meeting scheduled for June in Hawaii.

Action Item	Date (Target)	Date (Actual)	Status	Remarks
Project Funds Available	July-16	AUG-30-16	Completed	
Land Acquisition	Jan-17	Jan-17 (Compensation Pending)	On-target	
Procure PM/CM Firm	Jan-17	Jan-17 (NTP Issued Feb 10th)	On-target	
Procure Design Firm	Jul-17		On-target	RFP under review; pending release April 17th
Design -- 30/60/90/Final -- Review	Jun-18		On-target	
NEPA Analysis and Determination	Feb-17		Delayed	USEPA work on-going; procurement of contractor pending
Procure Construction Firm	Dec-18		On-target	
Construction Complete/Commence Operations	Nov-21		On-target	
Sewer line connection from MCB to GWA infrastructure	Jul-19		On-target	
MCB Initial Operating Capability	Jul-22		On-target	

Asset Management

- CMMS system went live on October 3, 2016.
- Weekly and monthly meetings continue.
- Over 4,700 Work Orders issued so far.
- Over 2,300 Work Orders completed.
- Over 538 new assets registered into CMMS for various sites and facilities, to include our new Meter Test Facility and all its Bench Test equipment from October 2016 to present.
- Over 50 heavy equipment configured into CMMS to track maintenance.
- Implementation of **Strategic Asset Management (SAM)** - Regular data collection on the physical condition and performance of assets as part of PM tasks. Updated information will be used to calculate consequence and likelihood of failure to guide O&M planning and modifications to existing processes.

- Work Order Report Summary (see below).

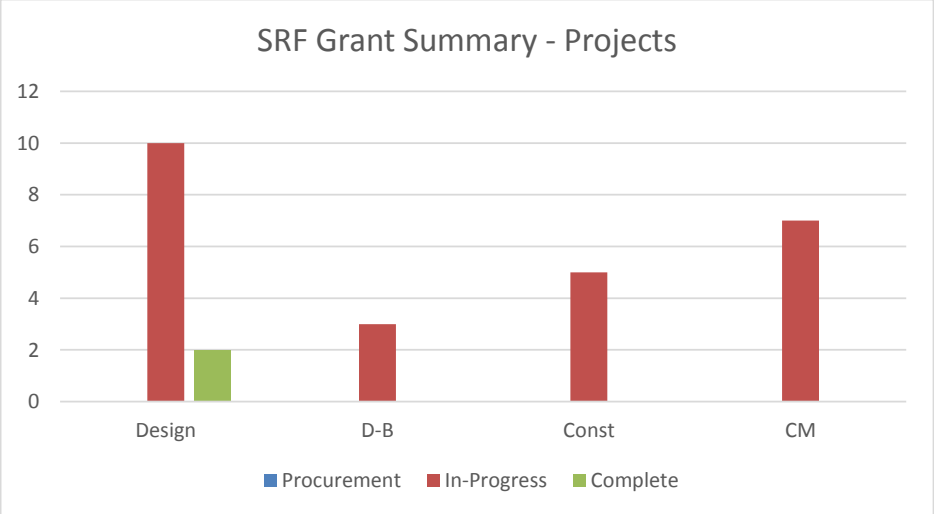


USEPA SRF Projects

- Summary of all SRF grant funded projects are shown below.

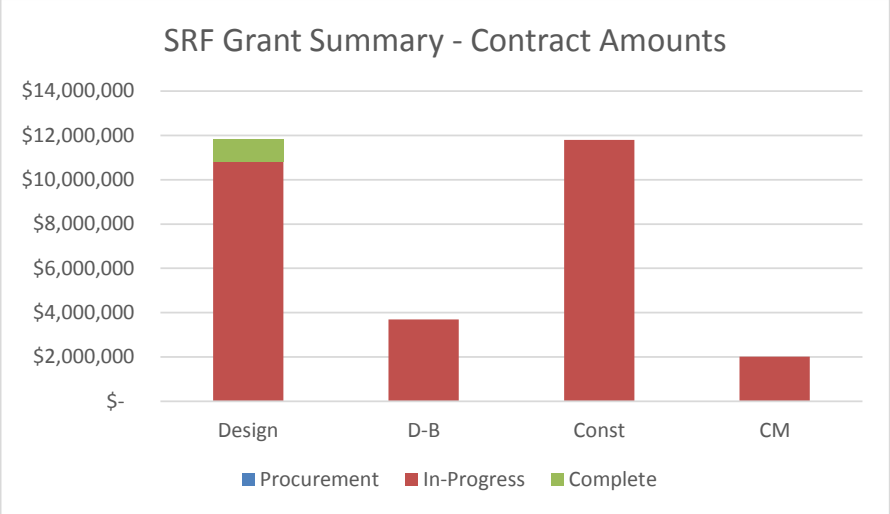
SRF Grant Summary - Projects

	Procurement	In-Progress	Complete	Totals	%
Design	0	10	2	12	44%
D-B	0	3		3	11%
Const	0	5		5	19%
CM	0	7		7	26%
Totals	0	25	2	27	
%	0%	93%	7%		



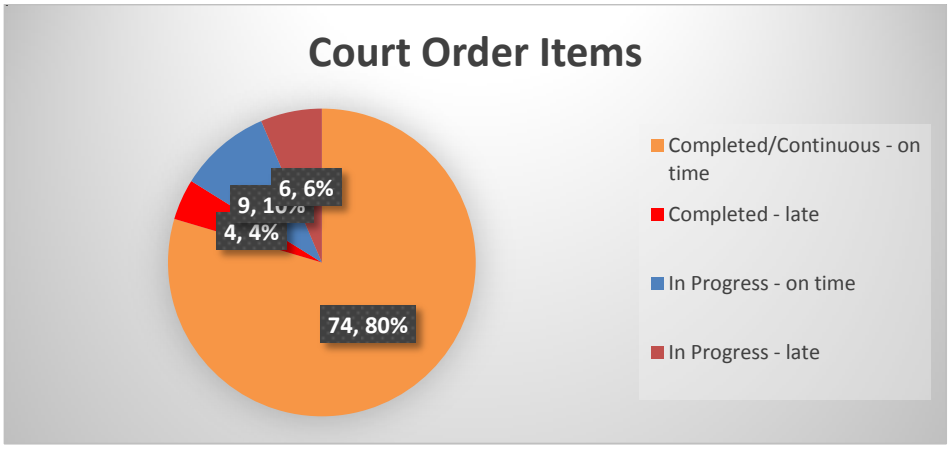
SRF Grant Summary - Contract Amounts

	Procurement	In-Progress	Complete	Totals	%
Design	$ -	$ 10,812,544	$ 994,468	$ 11,807,012	40%
D-B	$ -	$ 3,697,408		$ 3,697,408	13%
Const	$ -	$ 11,799,256		$ 11,799,256	40%
CM	$ -	$ 2,021,827		$ 2,021,827	7%
Totals	$ -	$ 28,331,035	$ 994,468	$ 29,325,503	
%	0%	97%	3%		



Court Order

	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	74	4	6	9	95.7%

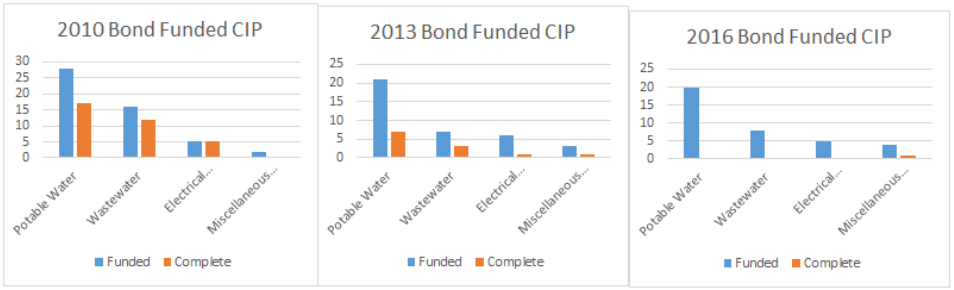


- 6 items delayed.
  - SSES (2 items)
  - Agat/SR System (2 items)
  - Cl Residual Monitors
  - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA – One Customer Cleanout spill on March 30, due to FOG.
- The new Agat WWTP is operational.

CIP Summary
CIP Summary - Project Encumbrance

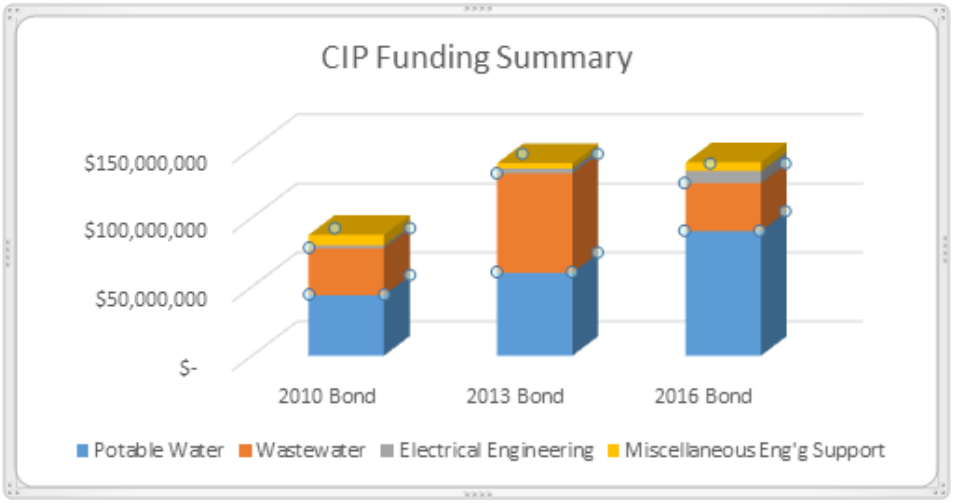
CIP Summary - Project Encumbrance

	2010 Bond		2013 Bond		2016 Bond			
	Funded	Complete	Funded	Complete	Funded	Complete	Total CIP Projects	%
Potable Water	28	17	21	7	20	0	35	49%
Wastewater	16	12	7	3	8	0	22	31%
Electrical Engineering	5	5	6	1	5	0	10	14%
Miscellaneous Eng'g Support	2	0	3	1	4	1	4	6%
Totals	51	34	37	12	37	1	71	100%
% of Total CIP by Fund Source	72%		52%		52%			
% of CIP Funding Completed		67%		32%		3%		



CIP Summary - Project Amounts

	2010 Bond		2013 Bond		2016 Bond			
	Funded	%	Funded	%	Funded	%	Total CIP Projects	%
Potable Water	$ 41,903,305	48%	$ 58,317,117	42%	$ 64,647,830	46%	$ 164,868,252	45%
Wastewater	$ 36,009,577	41%	$ 73,837,883	53%	$ 60,227,170	43%	$ 170,074,630	46%
Electrical Engineering	$ 1,748,118	2%	$ 3,395,000	2%	$ 8,750,000	6%	$ 13,893,118	4%
Miscellaneous Eng'g Support	$ 7,741,000	9%	$ 3,775,000	3%	$ 6,394,460	5%	$ 17,910,460	5%
Totals	$ 87,402,000	100%	$ 139,325,000	100%	$ 140,019,460	100%	$ 366,746,460	100%
%	23.8%		38.0%		38.2%			

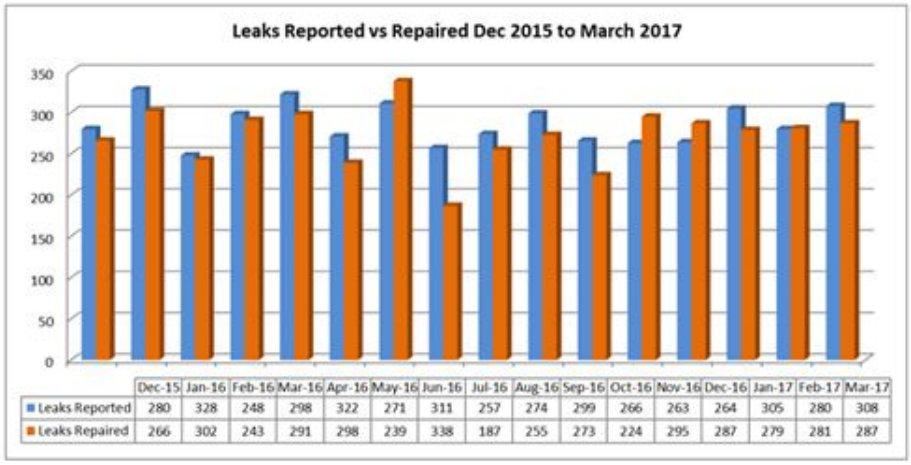


Land Acquisition Status

- ALC property for NDWWTP: Survey in progress; Appraiser in procurement.
- CLTC properties: See Land Acquisition chart below.
- Private properties needed for Court-order improvement projects: See Land Acquisition chart below.

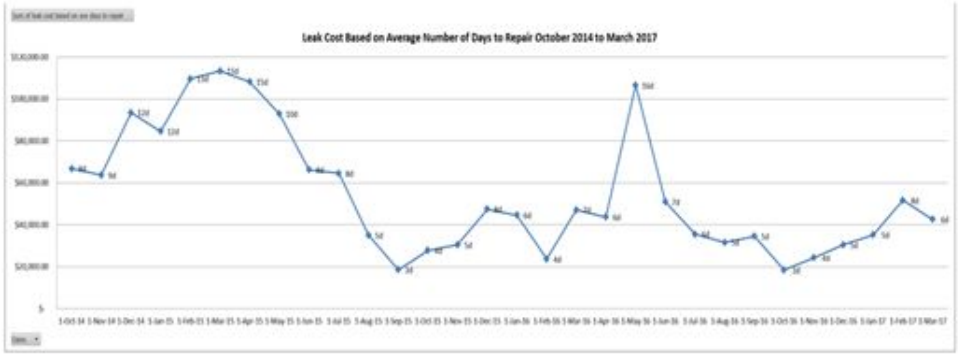
GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
	Ugum	Private	Relevant documentation sent 01/05/17 to legal for condemnation process. Beginning of land acquisition process for adjacent properties.
	Manenggon	Private	Escrow open on 03/29/17. Original signed Contract of Sale documents should be received in 7 days.
	Santa Rita	Gov't. – CLTC	Survey map finalized and recorded on 03/10/17.
	Astumbo	Gov't. - CLTC	Survey map ongoing.
	Upper Tumon	Gov't. - CLTC	Survey map finalized and recorded on 02/27/17.
	Piti	Private	Engineering currently reviewing options for relocating the Piti tank from current location to area east of the Nimitz Estate Subdivision. Private property owner rejects GWA inquiry in land acquisition. Forthcoming meeting with GM for alternative options.
Deep Well	Y-8	Gov't. - CLTC	GWA Engineering working with DCA to obtain survey services.
	AG-12	Dept. of Agriculture/Manhita Farms	GWA Engineering working with DCA to obtain survey services.
Booster Pump Station	Brigade	Private	Survey severance map transmitted 02/13/17 to E.M. Chen for property owner signature. 1st offer letter received by property owner on 01/24/17.

Leak Repair: Leaks Reported and Repaired (Monthly)



	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
Leaks Reported	280	328	248	298	322	271	311	257	274	299	266	263	264	305	280	308
Leaks Repaired	266	302	243	291	298	239	338	187	255	273	224	295	287	279	281	287

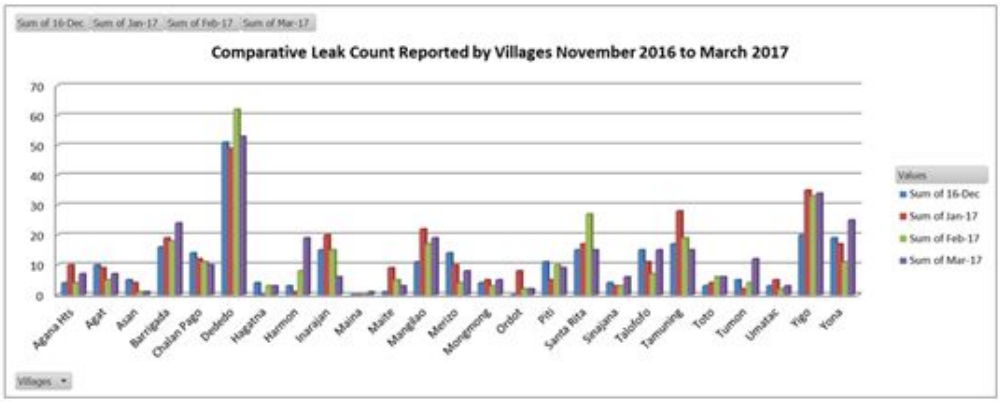
Leak Repair: Cost Savings – Days to Repair (Monthly)



Assumptions:

1. Leak rate = 4 gpm
2. Cost per kgal = $4.00

Leak Repair: Reported by Village



4.1.2 Financials

CFO Cruz reported for March, revenues are 7% below projections and is confident that underlying reason is GWA's problematic meter. He said the goal is to replace meters ASAP but study shows that water sales trending lower than prior years adding that he has reviewed production data which shows a significant variance - 3/2016 vs, 3/17/2017 - 340 below prior year. He said he would provide the CCU a related report.

4.1.3 Resolution No. 26-FY2017 Relative to Approving the Existing Collective Bargaining Agreement Between the Guam Federation of Teachers and the Guam Waterworks Authority

The objective of Resolution 26-FY2017 is to renew the March 22, 2016 Collective Bargaining Agreement ("CBA") for another one (1) year term. It is urgent because the current CBA needs to be renewed. The Renewal Agreement from the GFT makes no changes to the existing CBA currently in effect. It was mentioned that 10% of employees are members under this Agreement

Comm. Guthertz motioned to approve Resolution 26-FY2017; Comm. Bamba seconded. With no objection or discussion, the motion passed.

4.1.4 Resolution No. 27-FY2017 Relative to Approval of Change Order No. 1 for the Design Build of the Macheche Sewer Line Replacement Project

The objective of the change order is to address recommendations raised by the Guam Environmental Protection Agency as best as possible and within GWA funding availability. Specifically, GEPA recommends GWA lower the invert elevation of the sewer collection system as part of the project scope so as to allow for expansion of available sewer service to adjacent properties and streets; this will capture existing customers on septic systems, and allow undeveloped properties in this area to be able to connect onto the new collection system in the future, further protecting groundwater resources in the area. The design Build contractor has submitted a proposal to GWA relative to the recommendation of GEPA, however, GWA is assessing the details of the proposal as some of the additional scope noted in the proposal may or may not be eligible under the USEPA grant conditions. GWA management is in general agreement to GEPA recommendation as a means of working towards obtaining full approval of the building permit and enhancing groundwater resource protection.

GWA has received a proposal in the amount of Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54) from the design build contractor. GWA however anticipates the final change order amount to be negotiated down for the same reason stated above. In addition, the contractor requests an additional 6 months on top of the current contract completion date to complete the addition scope proposed. Funding for this project will be primarily from the USEPA State Revolving Fund, and if necessary SDC Funds and 2013 Bond Funds under line item CIP WW 09-06.

Comm. Guthertz motioned to approve Resolution 27-FY2017; Comm. Bamba seconded. There was no further discussion or objection and the motion passed unanimously.

4.2 GPA

4.2.1 GM Report Update

GM Benavente gave the following updated report.

1. **Scheduled Baseload Outages: The following summarizes available reserves for planned outages this year.**

Generating Units	Apr-17	Jun-17	Jul-17	Oct-17
CABRAS 1	60	60	**0-(c)**	60
CABRAS 2	60	**0-(b)**	60	60
MEC8	44	44	44	44
MEC9	**0-(a)**	44	44	44
AGGREKO	40	40	40	40
MEDIUM SPEED DIESELS (10 Units)	28	36	36	36
YIGO CT	15	20	20	20
MACHECHE CT	20	20	20	20
TEMES CT	39	39	39	39
DEDEDO CT1	20	20	20	20
DEDEDO CT2	20	20	20	20
AVAILABLE CAPACITY	**346**	**343**	**343**	**403**
EXPECTED PEAK DEMAND	**250**	**258**	**263**	**265**
RESERVE	**96**	**85**	**80**	**138**
(a) MEC 9 on Scheduled 28 days Overhaul				
(b) Cabras 2 on Scheduled 14 days Main Transformer Changeout and Boiler Chemical Cleaning				
(c) Cabras 1 on Scheduled 75 days Boiler/Turbine Overhaul and Boiler Chemical Cleaning				

There was discussion about reserves and peak demands. Comm. Bamba voiced his concern about rolling outages should any of these plants go down during overhaul. Comm. Sanchez said there's always a risk when Cabras 1&2 are down. It's a catch-22 because these units must undergo maintenance. It was mentioned that the plants will be in a better situation in another 4-5 years. Regular maintenance is vital. This is just a vulnerable period right now. The CCU said they appreciate the challenges and know there is a goal and plan in place to get us as quickly as possible.

2. **Legislative Bill 78-34:** Attached is Bill 78-34 just introduced by Senators Nelson, Rodriguez and Biscoe Lee relative to the establishment of the Guam Renewable Energy Task Force and the adoption of the Guam Energy Action Plan. GPA will prepare comments on the bill for the commission's consideration and for submittal as testimony at the yet to be set public hearing date. In consideration that this bill substantially involves GPA and that we would like to be here to testify, I will ask Senator Nelson to respectfully schedule the public hearing after May 3rd.

Comm. Sanchez commented that the sad part about the bill is that the authors did not ask about the history of this report and now they want the community to adopt with this recommendation. When you read it it's not complete; it does not have all the components of renewable. Demand side management, commitment to renewables, which we are way ahead, and no mention of transportation. Comm. Sanchez gave some background information leading to the 2013 Report mentioned by Sen. Nelson. Comm.

Sanchez said the use of the word " you shall" means that the CCU has no discretion and it shows the inexperience of the authors. It is obvious they have no appreciation of what is already being done. Comm. Guthertz suggested that GM Benavente develop the testimony for this. Comm. Santos said that the Commission also needs to draft testimony of our own. Task forces should make recommendation to legislators but not to elected officials.

4.2.2 Financials

CFO Kim said there was nothing new to add from last week's work session report. He reiterated that revenues increased by 2.5% for both base revenues and kWh sales. Also the number of customers continues to trend upward to include government customers. KWh hours on residential segment is also growing. He reported that Accounts Receivables are within 30-days to include DPW that was slightly in arrears at last reporting.

4.2.3 Resolution 2017-09 Relative to Contract Award Diesel Fuel No. 2 GWA Water and Wastewater System Standby Generators

The Guam Power Authority's current contract for Supply of Diesel Fuel Oil No. 2 for the Water and Wastewater Systems Standby Generator sites is expiring in April 2017. The fuel supply contract is necessary to provide uninterrupted supply of fuel for the Water and Wastewater Systems Standby Generator sites. Diesel Fuel Oil No.2 will be supplied and delivered into various GWA water and wastewater systems standby generator sites. The 2-year contract is estimated to cost about $447,000.00 ($223,700 per year). Total savings is estimated at about $70,000.00 compared to the previous contract. The contract is for an initial period of two years, with the option to extend for three (3) additional one-year terms and the funding source is revenue funds. Morrico Equipment has been determined to be the lowest most responsive bidder for this procurement.

The GM explained that the diesel fuel being purchased will supply approximately 200 standby generators and various well locations island wide.

Comm. Santos motioned to approve Resolution 2017-09; Comm. Sanchez seconded. There was no further discussion or objection and the motion passed unanimously.

4.2.4 Resolution 2017-10 Relative to Petitioning the PUC for Approval Relative to Contract for the Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

The Guam Power Authority's current contract with Vital Energy, Inc. for the management of the GPA Fuel Bulk Storage Facility at the Piti Fuel Farm is set to expire on May 31, 2017. The Authority issued a new Multi-Step Invitation for Bid under IFB GPA-014-17 for the Management, Operation, and Maintenance of the Fuel Bulk Storage Facility on November 2016. IP&E Guam LLC, and Tristar Terminals Guam, and Vital Energy, Inc. submitted bids for GPA's consideration. Vital Energy Inc., was disqualified for submitting a price proposal that is determined to be non-compliant with the requirements of the bid. IP&E Guam LLC has been determined to be the lowest, most responsive and responsible bidder. The total cost for the 2-year base period is $1,644,300.00 for mandatory

services. This contract is for an initial term of 2 years with three optional one-year extensions. The total cost for the 2-year base period is $1,644,300.00 for mandatory services. This contract is for an initial term of 2 years with three optional one-year extensions. The funding source is revenue funds.

It was mentioned that this matter will send PUC petition for approval. Comm. Santos asked clarification for Spill Response Company Membership Fees GM responded this is fee in case any spill occurs - GM MB helped with response it's a consortium of group of entities that can respond 24/7 rather than one entity being responsible because it is very expensive and the cost is shared. Comm. Santos asked what the insurance is. Comm. Sanchez said he thinks is a liability insurance in case anything happens while they are responding to our event at our property Comm. Santos said to please get further clarification / details and get back to the Commission.

In addition Comm. Santos would like clarification for item #1 and #6 asking the difference between O&M Budget for 91K and management and admin fee for $516k isn't it the same? GM Benavente said he would have to get back to the Commission. Chairman said he would like management to explain the difference. It was mentioned that the bid abstract shows the responses by all bidders and it shows the differences.

Comm. Sanchez asked about the non-compliance by Vitol. The GM said there is a letter from the evaluation committee that explains this non-compliance. The Legal Counsel also commented that there was also a line item that was a negative value which the Committee could not accept or understand.

Comm. Guthertz motioned to approve Resolution 2017-10, seconded by Comm. Santos. The vote was 4-yes, 1 abstention by Comm. Bamba. The motion carried.

4.2.5 Resolution 2017-11 Relative to Ratification of Additional Expenses for Aggreko's Temporary Power Services

The Guam Power Authority (GPA) experienced a major failure of its base load units at the Cabras 3&4 power plant when an explosion and a fire occurred in the Cabras 4 engine on August 31, 2015. The power system has lost about 79 MW of base load capacity placing GPA in the position of having difficulty meeting system demand upon an additional base load or large emergency unit outage. The Authority has contracted Aggreko under GPA-RFP-15-008 to provide for 40 MW capacity of leased generation for the first year to mitigate part of the capacity loss in order to maintain other base load units. GPA had approved change orders for the total amount of $540,213.90 for additional work necessary for the plant construction completion and operation. The total change order amount had exceeded the GM's authority of $250,000.00. GPA is requesting for approval to ratify the additional expenses in the amount of $540,213.90 funded by insurance proceeds. Expenses were deemed immediately necessary in order to expedite the commissioning of the units due to generation capacity shortfall.

Comm. Santos motioned to approve Resolution 2017-11; Comm. Guthertz seconded. There was no further discussion and the motion passed.

5. OLD BUSINESS - None

6. ANNOUNCEMENTS

6.1 Next CCU Meetings

The Chairman announced that the next CCU meeting would be a work session for GWA on May 17 followed by GPA work session on May 18 and the May CCU meeting on the 23rd.

The Chairman also announced that WERI is scheduling a tour to the island Aquifers on June 6.

He asked for a motion to move the meeting to Executive Session after a 10 minute recess; it was 7:05 p.m.

7. EXECUTIVE SESSION

7.1 Personnel Matter

This matter was discussed.

The meeting was moved back to Regular Session at 7:40 p.m. The Chairman said there was no further action needed and called for a motion to adjourn.

Comm. Bamba moved to adjourn and Comm. Guthertz seconded.

It was 7:45 p.m.

8. ADJOURNMENT

There was no further business to bring before the Commission and the meeting was adjourned at 7:30 p.m.

\\s\\

bls

Attested:

_____ _____

JOSEPH T. DUENAS, Chairman J. GEORGE BAMBA, Secretary

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

TO: **Consolidated Commission on Utilities**

FROM: **General Manager**

DATE: **May 23, 2017**

SUBJECT: **General Manager's Report**

1. System Capacity Recovery Plan:

- The Dededo Combustion Turbine Plant units #1 & #2 each has been cleared for emergency operations at 20MW each. The plant was used recently to support the maintenance of two baseloads. Guam Environmental Protection Agency (GEPA) has issued approval to operate the plant. I have moved commissioning to sometime in June/July timeframe in order to complete certain work on plant auxiliaries and fire protection.
- The following summarizes our current reserve capacity for May. The highest peak demand so far this month was 256MW compared to the May 2016 peak demand of 254MW.
- Cabras #1 is scheduled for a 60 day overhaul from July 15 thru Sept 15, 2017. This would be our most vunerable period of CY 2017 because peak demand would be at its highest. We will be asking NavFac to support us during this period with the Orote units under extreme emergency.

Generating Capacity Summary :

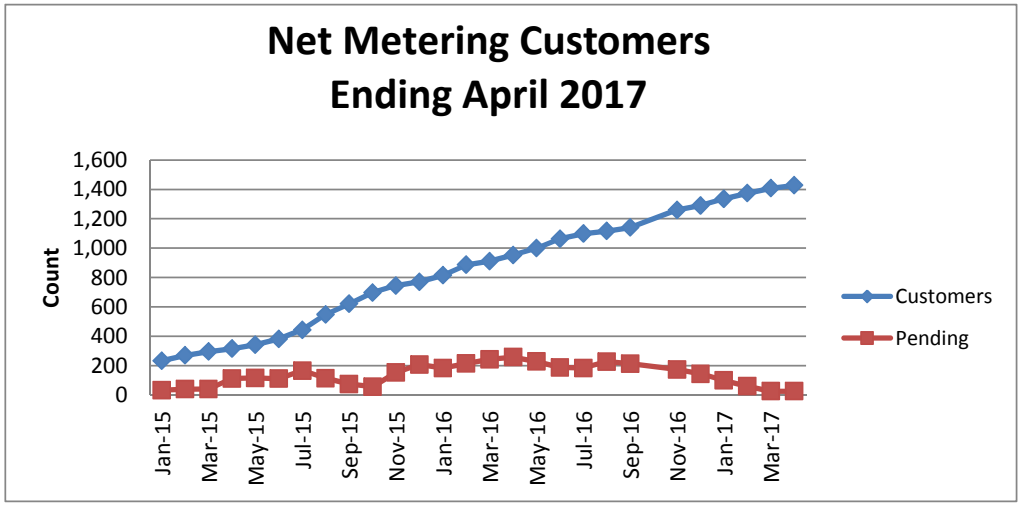
18-May-17		**Cabras 1 Overhaul**
Generating Units	**May-17**	**July 15 thru Sept 15, 2017**
CABRAS 1	40	**0 (a)**
CABRAS 2	63	63
MEC8	44	44
MEC9	44	44
AGGREKO	40	40
MEDIUM SPEED DIESELS (10 Units)	28	36
YIGO CT	15	20
MACHECHE CT	20	20
TEMES CT	39	39
DEDEDO CT1	20	20
DEDEDO CT2	20	20
AVAILABLE CAPACITY	**373**	**346**
EXPECTED PEAK DEMAND (b)	**256**	**265**
RESERVE	**117**	**81**
Orote Plant (subject to NavFac approval)		**18**
GPA Standby Generators		**10**
Total Reserve/Emergency Capacity		**109**
Less 2nd Largest Unit		**63**
Less 3rd Largest Unit		**44**
Capacity Balance		**2**
(a) Cabras 1 on Scheduled 60 days Boiler/Turbine Overhaul		
(b) Highest exposure is peak demand period between 6pm to 10pm		

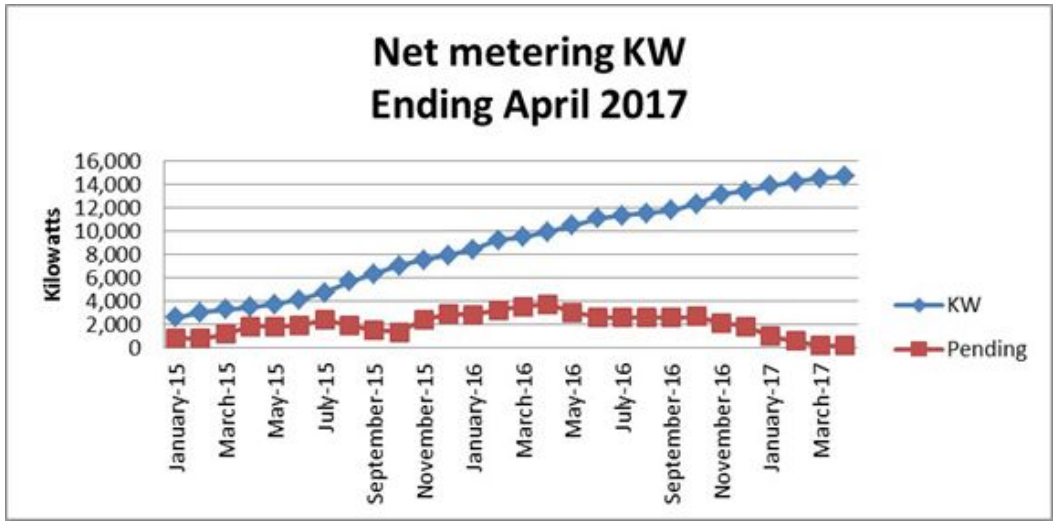
2. Net Metering: Net Metering Summary Ending April 2017:

Description:	Count	Kw
Active	**1,427**	**14,675**
Pending	25	195
Totals:	1,452	14,870

Service:	Count	KW	Kw/Customer
Residential	1,352	12,137	9.0
Others	100	2,733	27.3
Total:	1,452	14,870	10.2
% Residential	**93.1%**	**81.6%**	

Estimated 12 Months Revenue Impact:	**$2,726,954**
Cumulative Revenue Impact FY2009 to FY 2016	**$3,774,761**

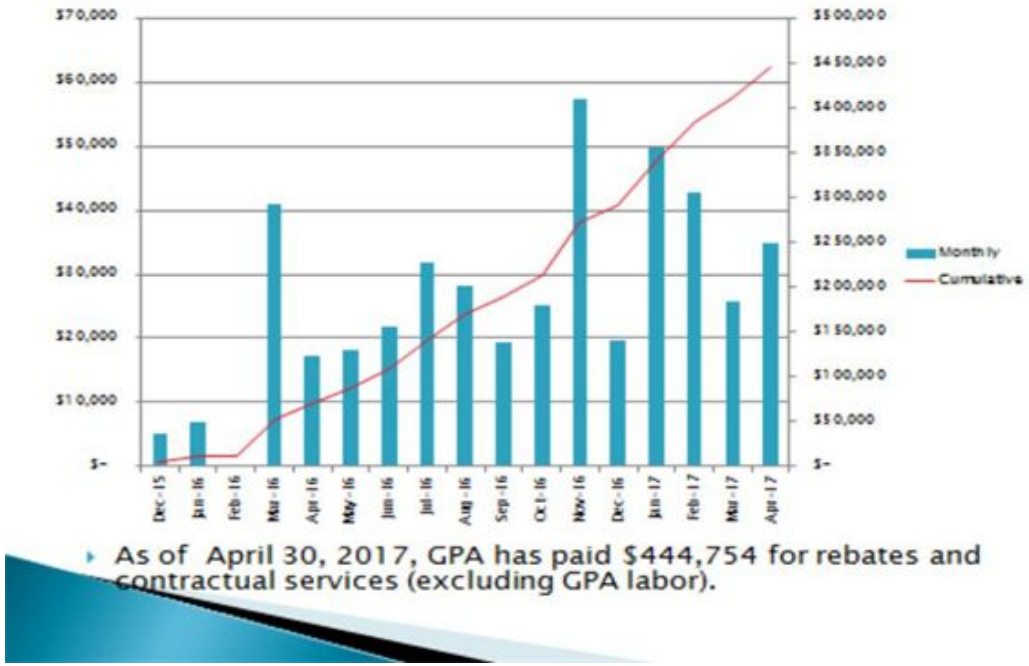




3. Renewable Energy Production Summary Thru April 2017:

Energy Production Source:	Kwh	Oil Barrels Avoided	Fuel Cost Avoided
NRG Total Production beginning Oct 2015	80,506,161	130,395	$7,171,751
Net Metering Estimated Production beginning Jan 2015	35,778,966	57,951	$3,187,307
Wind Power Production beginning Jan 2016	622,465	1,008	$55,451
Renewables Total:	**116,907,592**	**189,355**	**$10,414,508**
System Heat Rate Kwh/Gal	14.7		
System Fuel $/Bbl.	$55.00		

4. DSM Program: Rebates thru May 1st 2017



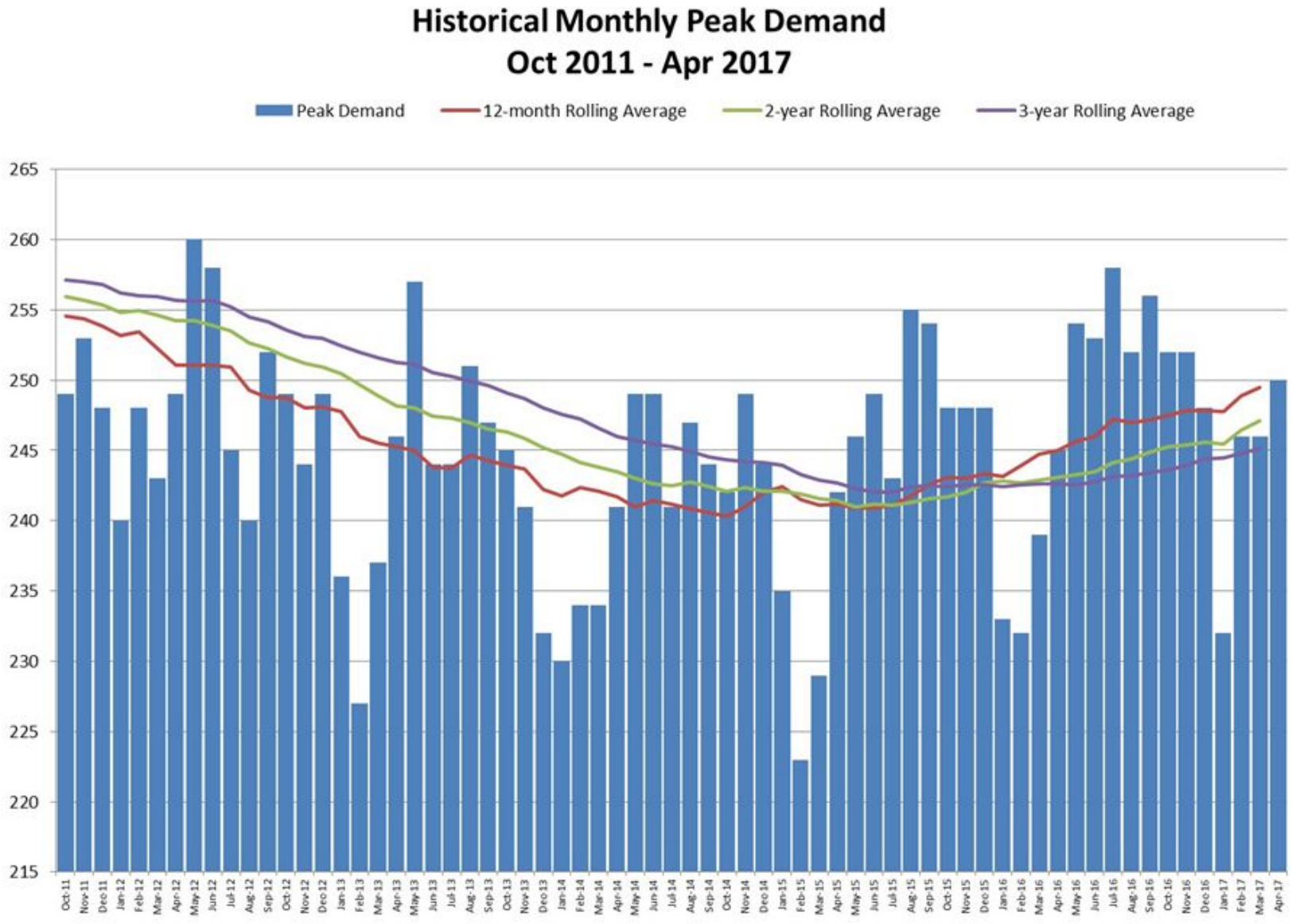
5. Phase II Renewables Bid:

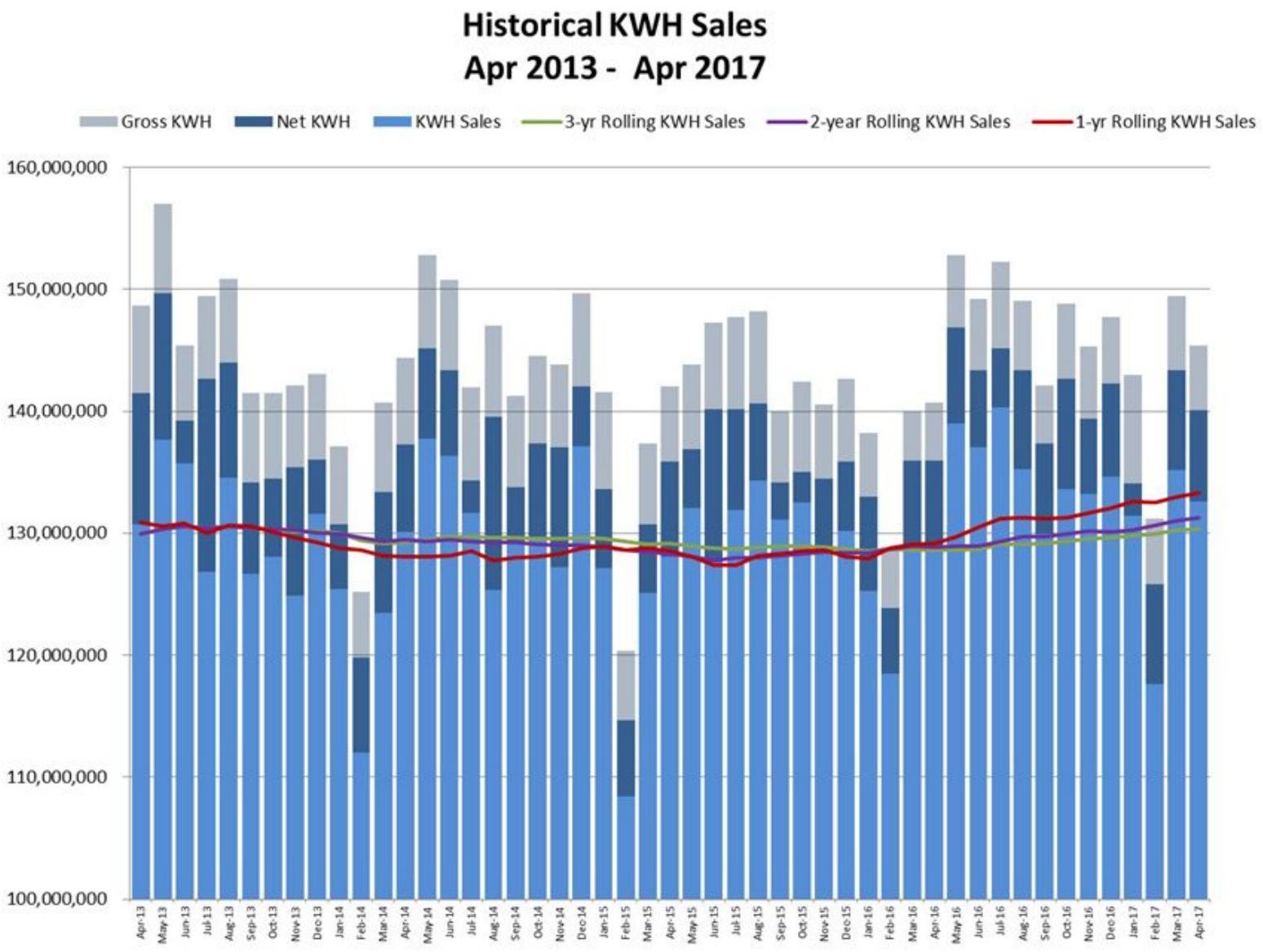
- The system impact study for the Phase II renewables continues and is near a point where GPA would have adequate information to make its recommendation. I am targeting the June 6th CCU meeting for a decision.

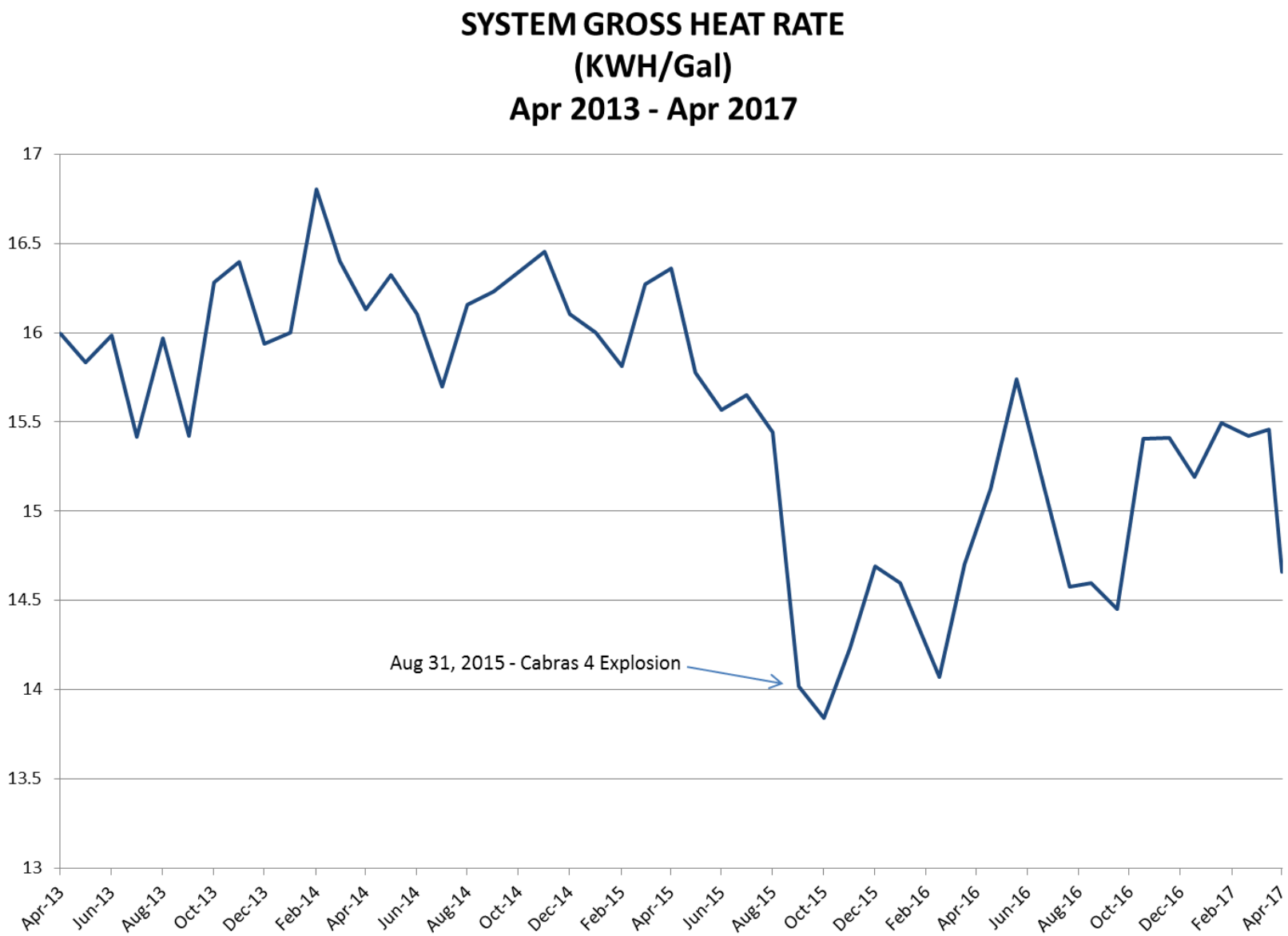
6. **Navy Land Lease for Phase III Renewables:** The lease signing ceremony was conducted on May 16, 2017 at 10am. GPA will now proceed on issuing Phase III renewables bid within the next three months. The lease is for 164 Acres which translate to ablut 40MW of renewables.

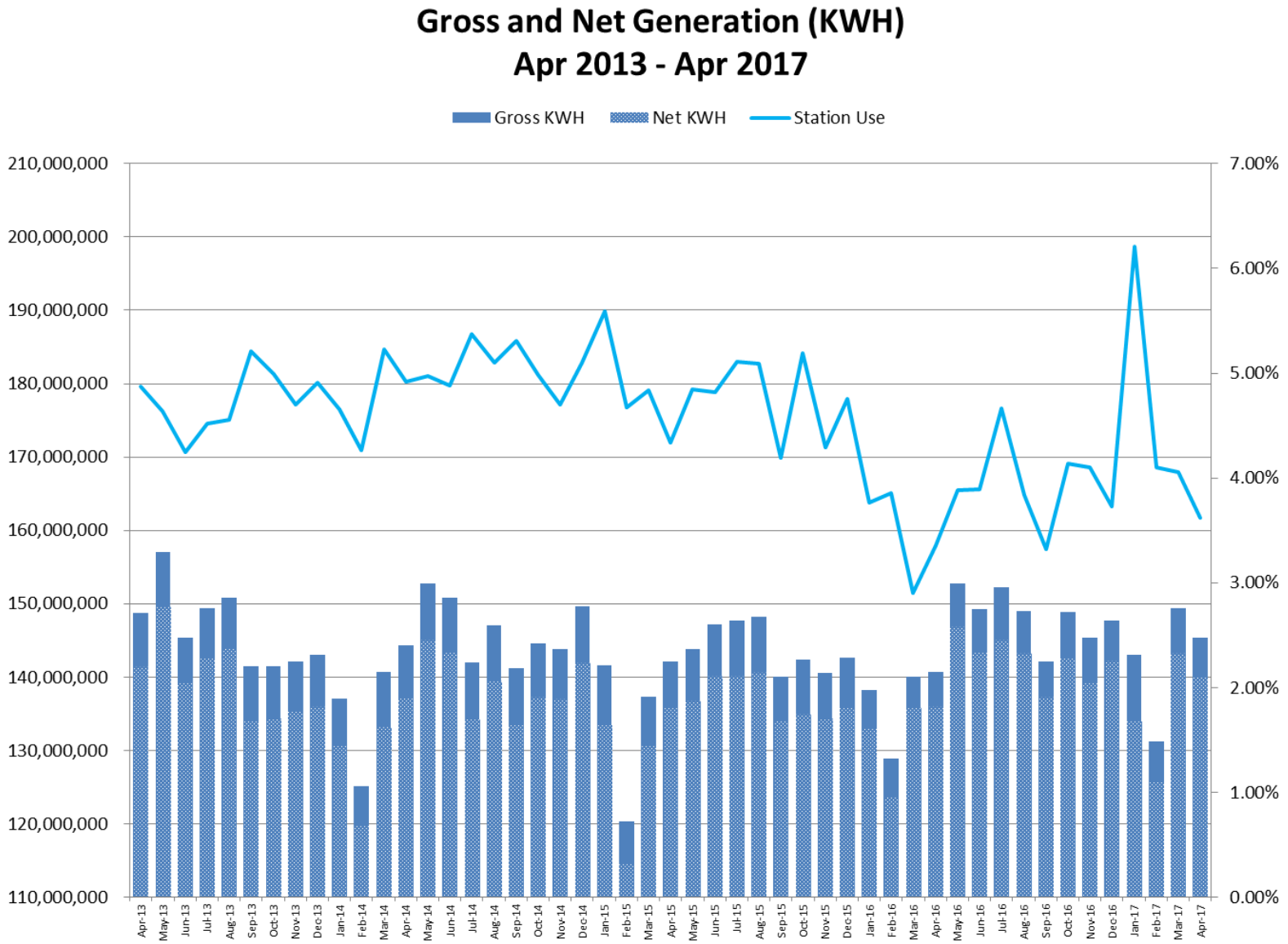
7. **Key Performance Indicators:** The following pages provide updated information thru April 2017.

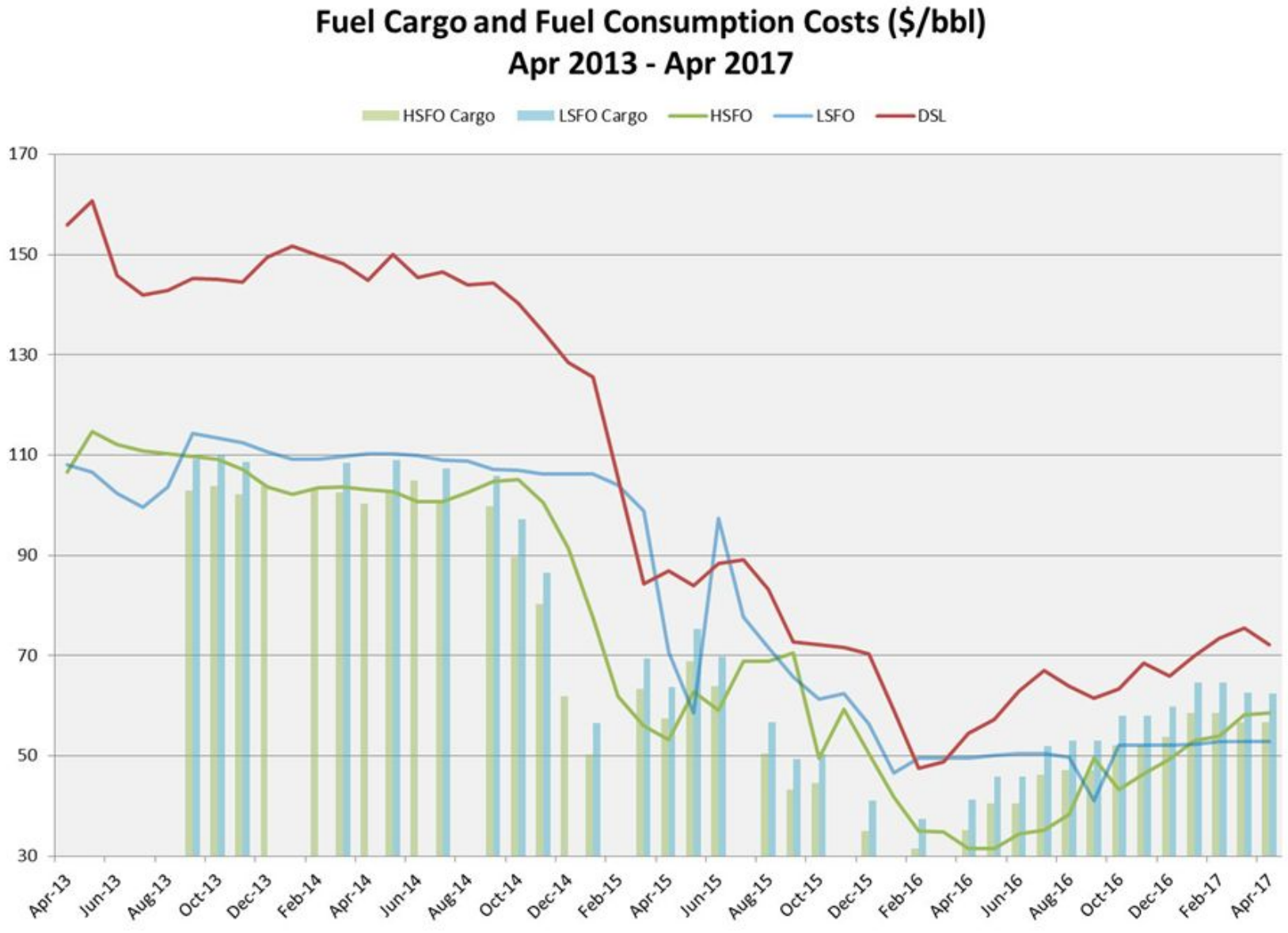
John M. Benavente, P.E.


Historical Monthly Peak Demand
Oct 2011 - Apr 2017
Peak Demand
12-month Rolling Average
2-year Rolling Average
3-year Rolling Average
265
260
255
250
245
240
235
230
225
220
215
Oct-11
Nov-11
Dec-11
Jan-12
Feb-12
Mar-12
Apr-12
May-12
Jun-12
Jul-12
Aug-12
Sep-12
Oct-12
Nov-12
Dec-12
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Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17


Historical KWH Sales
Apr 2013 - Apr 2017
Gross KWH
Net KWH
KWH Sales
3-yr Rolling KWH Sales
2-year Rolling KWH Sales
1-yr Rolling KWH Sales
160,000,000
150,000,000
140,000,000
130,000,000
120,000,000
110,000,000
100,000,000
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Oct-13
Nov-13
Dec-13
Jan-14
Feb-14
Mar-14
Apr-14
May-14
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Dec-16
Jan-17
Feb-17
Mar-17
Apr-17


SYSTEM GROSS HEAT RATE
(KWH/Gal)
Apr 2013 - Apr 2017
17
16.5
16
15.5
15
14.5
14
13.5
13
Aug 31, 2015 - Cabras 4 Explosion
Apr-13
Jun-13
Aug-13
Oct-13
Dec-13
Feb-14
Apr-14
Jun-14
Aug-14
Oct-14
Dec-14
Feb-15
Apr-15
Jun-15
Aug-15
Oct-15
Dec-15
Feb-16
Apr-16
Jun-16
Aug-16
Oct-16
Dec-16
Feb-17
Apr-17


Gross and Net Generation (KWH)
Apr 2013 - Apr 2017
Gross KWH
Net KWH
Station Use
210,000,000
200,000,000
190,000,000
180,000,000
170,000,000
160,000,000
150,000,000
140,000,000
130,000,000
120,000,000
110,000,000
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Oct-13
Nov-13
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Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17


Fuel Cargo and Fuel Consumption Costs ($/bbl)
Apr 2013 - Apr 2017
HSFO Cargo
LSFO Cargo
HSFO
LSFO
DSL
170
150
130
110
90
70
50
30
Apr-13
Jun-13
Aug-13
Oct-13
Dec-13
Feb-14
Apr-14
Jun-14
Aug-14
Oct-14
Dec-14
Feb-15
Apr-15
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Dec-16
Feb-17
Apr-17

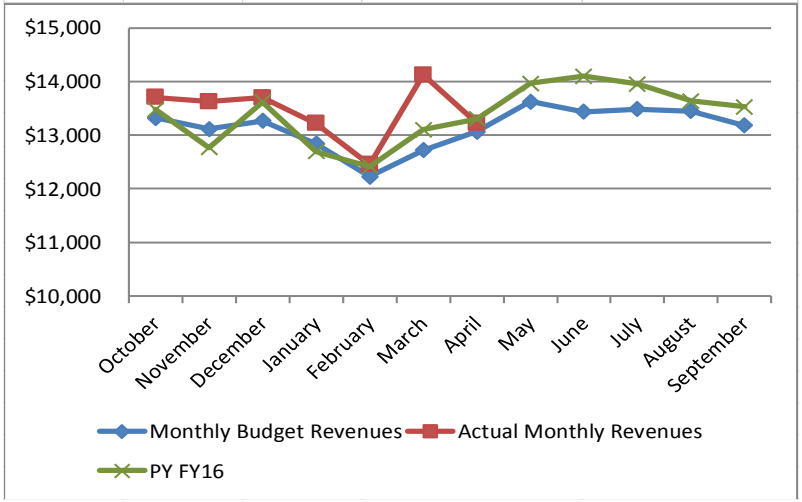
April 2017 Monthly Financial Highlight

- Base revenue sales and mwh sales are within budget for April.

Base Revenue Through April 30, 2017

$000	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY16	CY vs PY Variance	
October	$ 13,320	$ 13,702	$ 383	↑	$ 13,481	$ 221	↑
November	13,114	13,622	$ 509	↑	12,769	$ 853	↑
December	13,265	13,695	$ 430	↑	13,617	$ 78	↑
January	12,838	13,220	$ 382	↑	12,694	$ 526	↑
February	12,226	12,454	$ 228	↑	12,415	$ 39	↑
March	12,720	14,123	$ 1,403	↑	13,103	$ 1,020	↑
April	13,066	13,224	$ 158	↑	13,300	$ (76)	↓
May	13,624				13,963		
June	13,438				14,098		
July	13,483				13,953		
August	13,447				13,639		
September	13,179				13,525		
Total	**$ 157,720**	**$ 94,041**	**$ 3,493**		**$ 160,557**	**$ 2,661**	

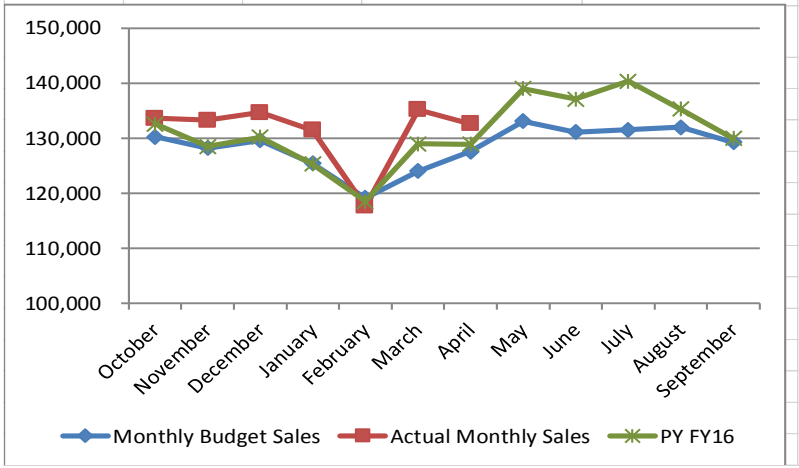
Base Rate Revenue $000



MWH Sales Through April 30, 2017

mwh	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY16	CY vs PY Variance	
October	130,212	133,620	3,408	↑	132,517	1,103	↑
November	128,213	133,235	5,022	↑	128,470	4,765	↑
December	129,585	134,634	5,048	↑	130,157	4,477	↑
January	125,428	131,461	6,032	↑	125,264	6,196	↑
February	119,112	117,617	(1,494)	↓	118,483	(865)	↓
March	123,983	135,131	11,149	↑	128,934	6,197	↑
April	127,578	132,587	5,009	↑	128,910	3,677	↑
May	133,054				138,989		
June	131,073				137,074		
July	131,526				140,334		
August	131,966				135,275		
September	129,238				129,932		
Total	**1,540,970**	**918,286**	**34,174**		**1,574,340**	**25,550**	

MWh Sales



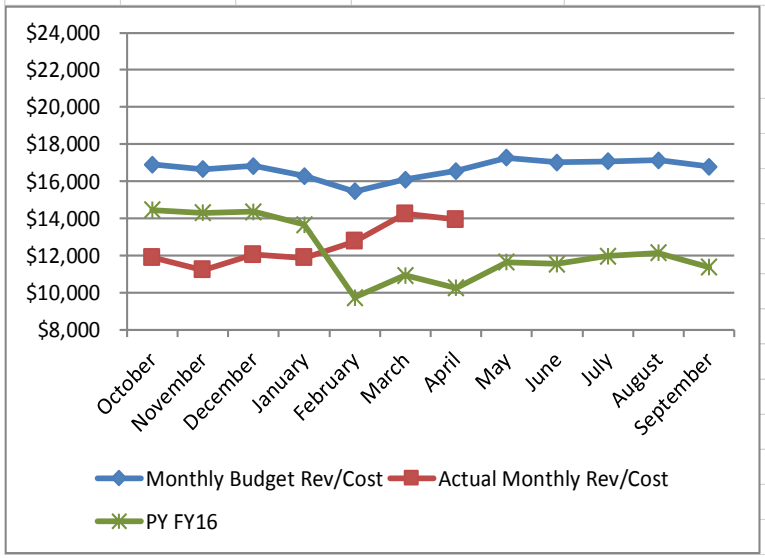
April 2017 Monthly Financial Highlight (Continued)

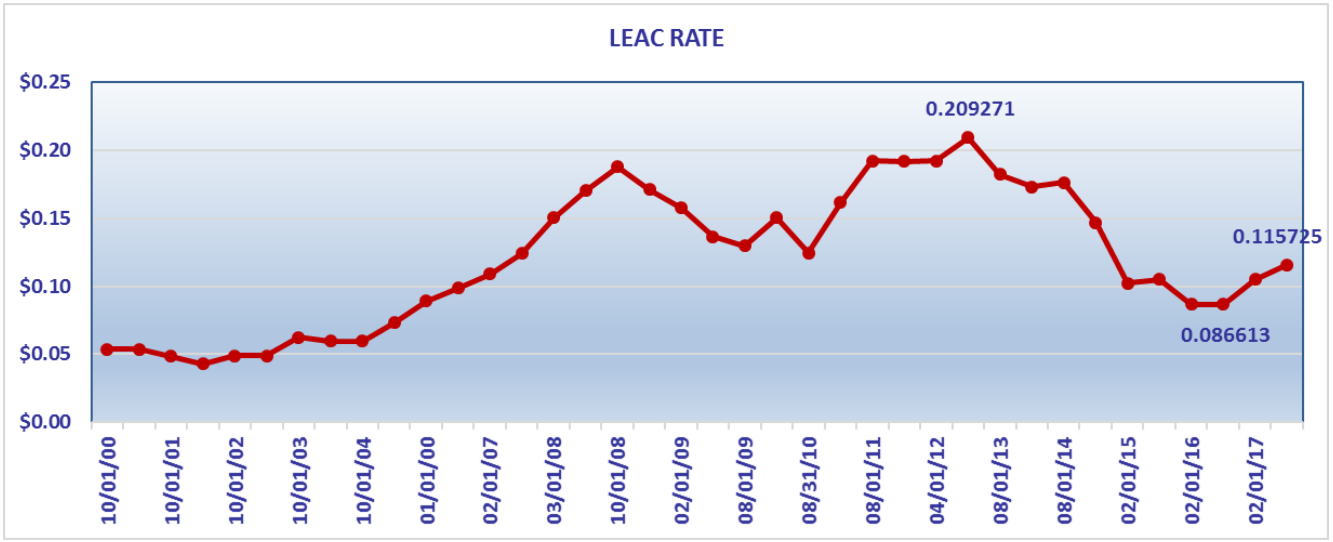
- Fuel revenue lower than budget

Fuel Revenue Through April 30, 2017

$000	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY16	CY vs PY Variance	
October	$ 16,901	$ 11,894	$ (5,008)	↓	$ 14,443	$ (2,549)	↓
November	16,642	11,215	$ (5,427)	↓	14,306	$ (3,091)	↓
December	16,820	12,036	$ (4,783)	↓	14,349	$ (2,313)	↓
January	16,280	11,867	$ (4,413)	↓	13,663	$ (1,796)	↓
February	15,460	12,751	(2,709)	↓	9,739	3,012	↑
March	16,093	14,248	(1,845)	↓	10,924	3,324	↑
April	16,559	13,940	(2,619)	↓	10,256	3,684	↑
May	17,270				11,637		
June	17,013				11,536		
July	17,072				11,966		
August	17,129				12,146		
September	16,775				11,375		
Total	**$ 200,015**	**$ 87,952**	**$ (26,804)**		**$ 146,340**	**$ 272**	

Fuel Revenue/ Cost $000

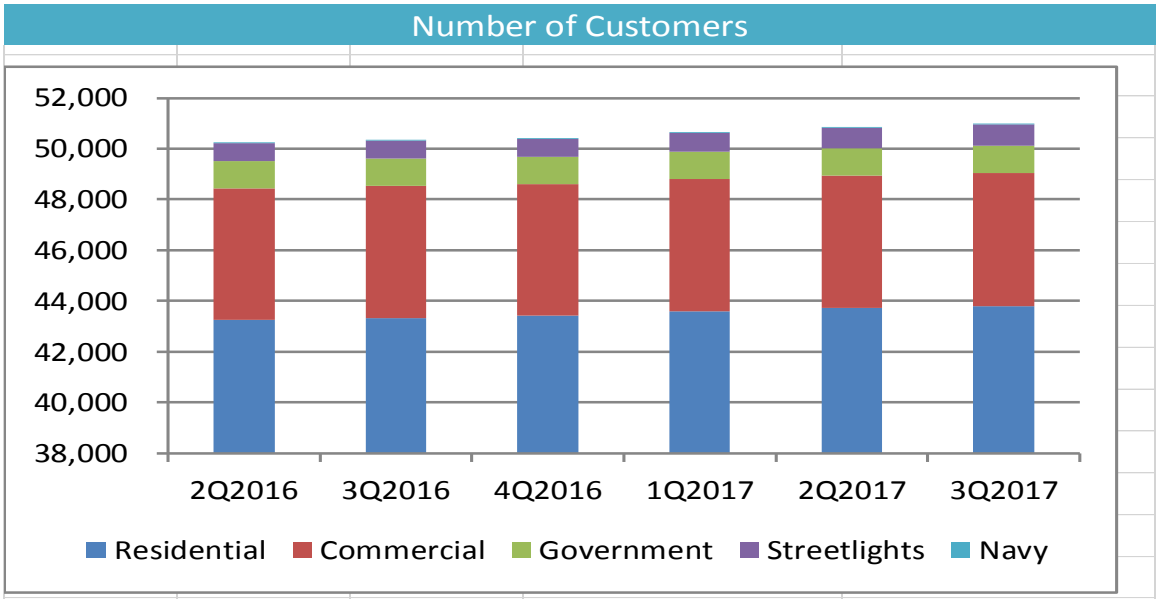




April 2017 Monthly Financial Highlight (Continued)

- Steady customer growth

Number of Customers						
	2Q2016	3Q2016	4Q2016	1Q2017	2Q2017	3Q2017
Residential	43,250	43,333	43,408	43,582	43,718	43,807
Commercial	5,186	5,195	5,198	5,235	5,236	5,243
Government	1,080	1,088	1,089	1,071	1,077	1,076
Streetlights	695	689	688	722	800	818
Navy	1	1	1	1	1	1
Total	50,212	50,306	50,384	50,611	50,832	50,945



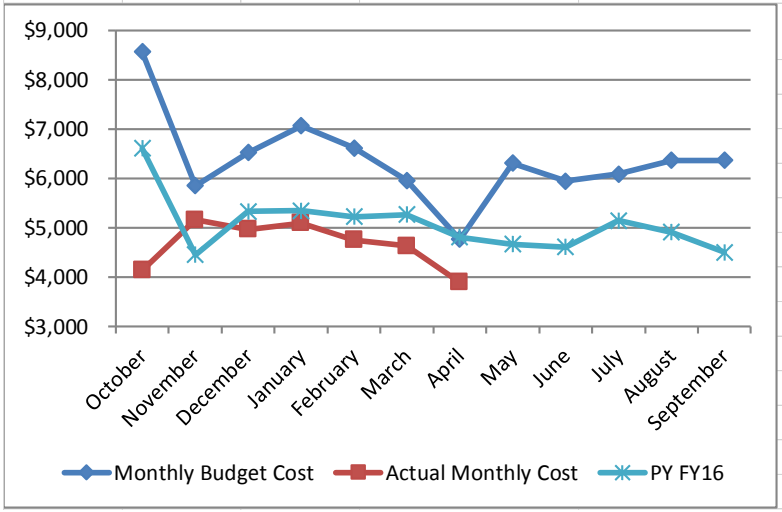
April 2017 Monthly Financial Highlight (Continued)

- Operating Expenses within budget and lower than prior year.

O&M Through April 30, 2017

$000	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY16	CY vs PY Variance	
October	$ 8,564	4,135	4,429	↑	6,605	2,470	↑
November	5,846	5,158	688	↑	4,452	(707)	↓
December	6,520	4,966	1,554	↑	5,330	364	↑
January	7,063	5,092	1,971	↑	5,346	254	↑
February	6,616	4,748	1,868	↑	5,220	471	↑
March	5,958	4,629	1,328	↑	5,267	638	↑
April	4,763	3,892	872	↑	4,806	915	↑
May	6,304				4,662		
June	5,943				4,608		
July	6,083				5,143		
August	6,366				4,906		
September	6,366				4,501		
Total	**$ 76,394**	**$ 32,621**	**$ 12,710**		**$ 60,847**	**$ 4,405**	

O&M Cost $000



- DSC greater than target of 1.75

Debt service coverage (DSC) calculation-indenture	2012	2013	2014	2015	2016	YTD April 2017
Senior lien coverage	2.13	3.36	3.16	3.62	3.35	2.93
Aggregate debt service coverage	1.35	1.88	1.98	2.62	3.35	2.93
Debt service coverage (DSC) calculation-IPP as O&M						
Senior lien coverage	1.29	2.16	2.25	2.56	2.52	2.10
Aggregate debt service coverage	0.82	1.21	1.41	1.85	2.52	2.10

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

GUAM POWER AUTHORITY
FINANCIAL STATEMENT OVERVIEW
March 2017

Attached are the financial statements and supporting schedules for the month and fiscal year ended March 31, 2017.

Summary
The increase in net assets for the month ended was $3.6million as compared to the anticipated net decrease of $0.4 million projected at the beginning of the year. The total kWh sales for the month were 8.99% more than projected and non-fuel revenues were $1.4 million more than the estimated amount. O & M expenses for the month were $4.5 million which was $1.3 million less than our projections for the month. Other expenses for the month such as interest expense, IPP costs, (net of interest income and other income) totaled to $3.5 million, which was $0.4 million less than the projected amount. There were no other significant departures from the budget during the period.

Analysis

Description	Previous Month	Current Month	Target
Quick Ratio	2.19	2.03	2
Days in Receivables	33	36	52
Days in Payables	33	32	30
LEAC (Over)/Under Recovery Balance -YTD	$5,002,452	$5,090,577	$4,777,639
T&D Losses	4.84%	4.87%	7.00%
Debt Service Coverage	2.05	2.11	1.75
Long-term equity ratio	12%	12%	30 – 40%
Days in Cash	232	214	60

The Quick Ratio has been a challenge for GPA historically. However, over the last two fiscal years, the influx of cash has continued to improve this ratio. GPA has current obligations of approximately $79.5 million and approximately $162 million in cash and current receivables. The increase in cash is attributable to the receipt of $34M in insurance proceeds during the fiscal year. Debt Service Coverage ratio is calculated using the methodology in use before the Fiscal Year 2002 change in accounting practice.

Financial Statement
March 2017
Significant Assumptions

The significant assumptions in the financial statements are as follows:

- Accrual cutoff procedures were performed at month end
- An inventory valuation is performed at year-end only
- Accounts Receivable includes accruals based on prior months' usage.

Prepared by:	Reviewed by:	Approved by:
Lenora M. Sanz	John J.E. Kim	John M. Benavente, P.E.
Controller	Chief Financial Officer	General Manager

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Net Position
March 31, 2017 and September 30, 2016

	Unaudited March 2017	Audited September 2016	Change from Sept 30 2015
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Current assets:			
Cash and cash equivalents:			
Held by trustee for restricted purposes:			
Interest and principal funds	$ 16,968,235	$ 16,005,063	$ 963,172
Bond indenture funds	64,511,447	69,821,815	(5,310,368)
Held by Guam Power Authority:			
Bond indenture funds	131,465,143	126,992,587	4,472,556
Self insurance fund-restricted	20,453,727	19,506,796	946,931
Energy sense fund	1,426,992	1,646,041	(219,049)
Total cash and cash equivalents	234,825,544	233,972,302	853,242
Accounts receivable, net	29,615,705	62,635,764	(33,020,059)
Total current receivables	29,615,705	62,635,764	(33,020,059)
Materials and supplies inventory	12,755,955	13,555,719	(799,764)
Fuel inventory	40,596,939	31,326,367	9,270,572
Prepaid expenses	4,822,183	754,024	4,068,159
Total current assets	322,616,326	342,244,176	(19,627,850)
Utility plant, at cost:			
Electric plant in service	1,025,774,174	990,594,593	35,179,581
Construction work in progress	22,926,435	17,206,429	5,720,006
Total	1,048,700,609	1,007,801,022	40,899,587
Less: Accumulated depreciation	(555,313,041)	(540,262,575)	(15,050,466)
Total utility plant	493,387,568	467,538,447	25,849,121
Other non-current assets:			
Investment - bond reserve funds held by trustee	48,543,336	48,550,887	(7,551)
Unamortized debt issuance costs	4,456,953	4,646,601	(189,648)
Total other non-current assets	53,000,289	53,197,488	(197,199)
Total assets	869,004,183	862,980,111	6,024,072
Deferred outflow of resources:			
Deferred fuel revenue	5,090,577	1,492,325	3,598,252
Unamortized loss on debt refunding	11,700,232	12,324,400	(624,168)
Pension	8,168,718	8,168,718	0
Unamortized forward delivery contract costs	717,038	796,718	(79,680)
Total deferred outflows of resources	25,676,565	22,782,161	2,894,404
	$ 894,680,748	$ 885,762,272	$ 8,918,476

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statement of Net Position, Continued
March 31, 2017 and September 30, 2016

	Unaudited March 2017	Audited September 2016	Change from Sept 30 2015
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION			
Current liabilities:			
Current maturities of long-term debt	$ 1,780,000	$ 115,000	$ 1,665,000
Current obligations under capital leases	16,737,242	16,737,242	0
Accounts payable			
Operations	17,159,454	32,419,184	(15,259,730)
Others	16,479,725	15,216,163	1,263,562
Accrued payroll and employees' benefits	1,471,782	1,533,906	(62,124)
Current portion of employees' annual leave	2,518,067	2,405,799	112,268
Interest payable	15,108,373	15,146,696	(38,323)
Customer deposits	8,198,384	8,381,571	(183,187)
Total current liabilities	79,453,027	91,955,561	(12,502,534)
Regulatory liabilities:			
Provision for self insurance	19,550,977	19,550,977	0
Total regulatory liabilities	19,550,977	19,550,977	0
Long term debt, net of current maturities	591,923,320	595,057,769	(3,134,449)
Obligations under capital leases, net of current portion	42,195,325	22,872,720	19,322,605
Net Pension liability	67,922,732	71,049,220	(3,126,488)
DCRS sick leave liability	3,436,738	3,436,738	0
Employees' annual leave net of current portion	806,762	806,762	0
Customer advances for construction	342,119	319,321	22,798
Total liabilities	805,631,000	805,049,068	581,932
Deferred inflows of resources:			
Unearned forward delivery contract revenue	2,628,079	2,920,088	(292,009)
Pension	732,788	732,788	0
Other unearned revenues	0	0	(0)
Total deferred inflows of resources	3,360,867	3,652,876	(292,009)
Commitments and contigencies			
Net Position:			
Net investment in capital assets	(46,535,655)	(49,190,903)	2,655,248
Restricted	7,203,518	4,645,344	2,558,174
Unrestricted	125,021,017	121,605,887	3,415,130
Total net position	85,688,880	77,060,328	8,628,552
	$ 894,680,748	$ 885,762,272	$ 8,918,476

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM
Statement of Revenues, Expenses and Changes in Net Assets

	March 31			Six Months Ended March 31		
	Unaudited 2017	Audited 2016	% of change Inc (dec)	Unaudited 2017	Audited 2016	% of change Inc (dec)
Revenues						
Sales of electricity	$ 28,371,004	$ 23,793,307	19	$ 154,828,291	$ 154,636,525	0
Working Capital surcharge	-	-		-	-	
Miscellaneous	317,287	306,467	4	1,142,293	1,373,007	(17)
Total	28,688,291	24,099,774	19	155,970,584	156,009,532	(0)
Bad debt expense	(93,433)	(91,667)	2	(510,099)	(550,002)	(7)
Total revenues	28,594,858	24,008,107	19	155,460,485	155,459,530	0
Operating and maintenance expenses						
Production fuel	14,248,215	10,923,953	30	74,012,032	77,423,643	(4)
Other production	1,280,763	1,501,794	(15)	7,639,932	7,397,371	3
	15,528,978	12,425,747	25	81,651,964	84,821,014	(4)
Depreciation	2,453,646	2,967,938	(17)	21,268,073	20,048,272	6
Energy conversion cost	1,587,427	1,316,863	21	9,361,910	8,474,369	10
Transmission & distribution	917,602	972,232	(6)	6,114,665	5,431,739	13
Customer accounting	306,771	893,527	(66)	2,052,408	3,055,358	(33)
Administrative & general	2,030,761	1,808,249	12	12,412,172	15,785,183	(21)
Total operating and maintenance expenses	22,825,185	20,384,556	12	132,861,192	137,615,935	(3)
Operating income	5,769,673	3,623,551	59	22,599,293	17,843,595	27
Other income (expenses)						
Interest income	276,558	254,453	9	665,503	534,634	24
Interest expense and amortization	(2,862,233)	(2,900,795)	(1)	(17,018,822)	(17,595,332)	(3)
Bond issuance costs	76,827	68,617	12	460,962	411,702	12
Assets written off	0	0		0	0	
Allowance for funds used during construction	313,714	342,057	(8)	1,914,828	2,159,252	(11)
Other expense	(4,291)	(8,829)	(51)	(29,769)	41,143	(172)
Total other income (expenses)	(2,199,425)	(2,244,497)	(2)	(14,007,298)	(14,448,601)	(3)
Income (loss) before capital contributions	3,570,248	1,379,054	159	8,591,995	3,394,994	153
Capital contributions	25,073	115,403	0	36,561	1,408,767	(97)
Increase (decrease) in net assets	3,595,321	1,494,457	141	8,628,556	4,803,761	80
Total net assets at beginning of period (restated)	82,093,564	84,937,079	(3)	77,060,329	81,627,775	(6)
Total net assets at end of period	$ 85,688,885	$ 86,431,536	(1)	$ 85,688,885	$ 86,431,536	(1)

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows
Period Ended March 31, 2017

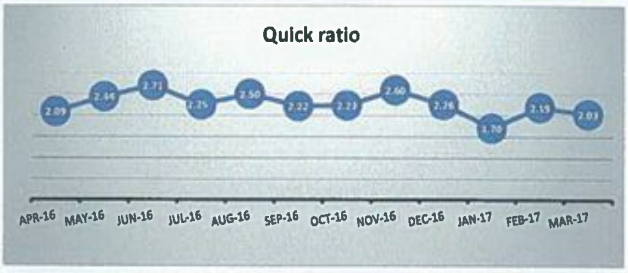
	Month Ended 3/31/2017	YTD Ended 3/31/2017
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	$28,010,968	$ 188,571,148
Cash payments to suppliers and employees for goods and services	24,668,620	143,802,114
Net cash provided by operating activities	$3,342,348	44,769,034
Cash flows from investing activities:		
Interest and dividends on investments and bank accounts	276,558	665,503
Net cash provided by investing activities	276,558	665,503
Cash flows from non-capital financing activities		
Interest paid on short term debt	(6,511)	(36,598)
Provision for self insurance funds	(1,209,451)	(946,931)
Net cash provided by noncapital financing activities	(1,215,962)	(983,529)
Cash flows from capital and related financing activities		
Acquisition of utility plant	(5,847,875)	(47,117,195)
Principal paid on bonds and other long-term debt	-	(115,000)
Interest paid on bonds(net of capitalized interest)	313,714	(12,463,097)
Interest paid on capital lease obligations	(466,200)	(2,642,622)
Interest & principal funds held by trustee	(2,732,809)	(963,172)
Reserve funds held by trustee	(4,005)	7,551
Bond funds held by trustee	(9,702)	5,310,368
Principal payment on capital lease obligations	(1,889,525)	19,322,605
Grant from DOI/FEMA	25,073	36,561
Debt issuance costs/loss on defeasance	(225,743)	(1,354,458)
Net cash provided by (used in) capital and related financing activities	(10,837,072)	(39,978,459)
Net (decrease) increase in cash and cash equivalents	(8,434,127.38)	4,472,549
Cash and cash equivalents, beginning	139,899,263	126,992,587
Cash and cash equivalents-Funds held by GPA, March 31, 2017	**$ 131,465,136**	**$ 131,465,136**

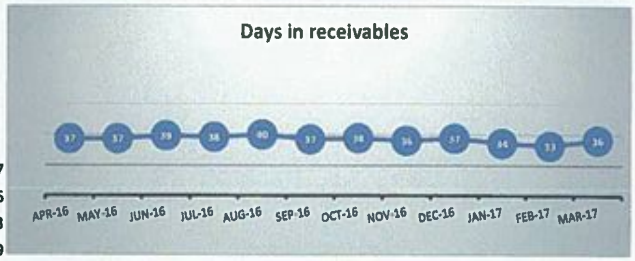
GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows, continued
Period Ended March 31, 2017

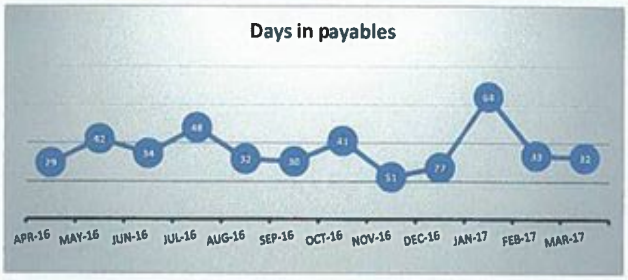
	Month Ended 3/31/2017	YTD Ended 3/31/2017
Reconciliation of operating earnings to net cash provided by operating activities:		
Operating earnings net of depreciation expense and excluding interest income	$5,769,673	$22,599,293
Adjustments to reconcile operating earnings to net cash provided by operating activities:		
Depreciation and amortization	2,453,646	21,268,073
Other expense	72,536	431,193
(Increase) decrease in assets:		
Accounts receivable	(491,596)	33,020,059
Materials and inventory	128,005	799,764
Fuel inventory	(3,680,852)	(9,270,572)
Prepaid expenses	930,188	(4,068,159)
Unamortized debt issuance cost	31,608	189,648
Deferred fuel revenue	(88,125)	(3,598,252)
Unamortized loss on debt refunding	104,028	624,168
Unamortized forward delivery contract costs	13,280	79,680
Increase (decrease) in liabilities:		
Accounts payable-operations	(498,934)	(15,259,730)
Accounts payable-others	1,260,963	1,482,611
Accrued payroll and employees' benefits	334,481	(62,124)
Net pension liability	(468,632)	(3,126,488)
Employees' annual leave	21,356	112,268
Customers deposits	(169,379)	(183,187)
Customer advances for construction	-	22,798
Other unearned revenue	(2,331,229)	(0)
Unearned forward delivery contract revenue	(48,669)	(292,009)
Net cash provided by operating activities	**$3,342,348**	**$44,769,034**

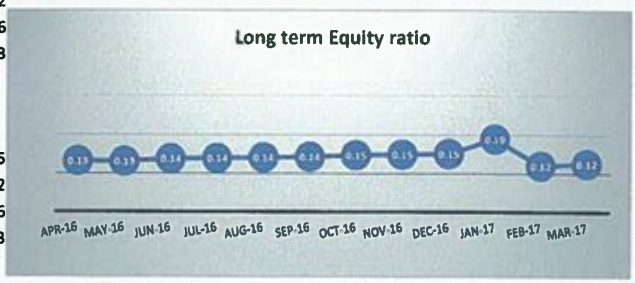
Guam Power Authority
Financial Analysis
March 31, 2017

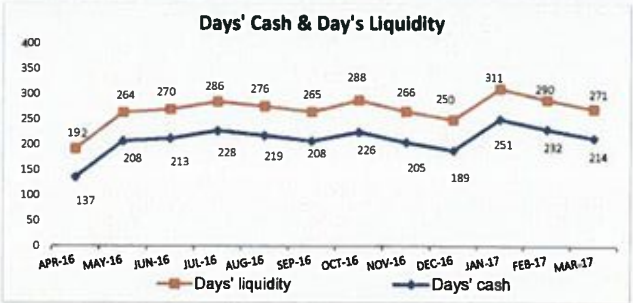
	Quick Ratio		
A	Reserve Funds Held by GPA		131,465,143
B	Current Accounts Receivable		30,140,954
C	Total Cash and A/R (A+B)		161,606,097
D	Total Current Liabilities		79,453,027
E	**Quick Ratio (F/G)**		**2.03**
	Days in Receivables		
A	FY 16 Moving 12 Mos.-Actual		304,568,815
B	No. of Days		366
C	Average Revenues per day (A/B)		832,155
D	Current Accounts Receivable		30,140,954
E	**Days in Receivables (D/C)**		**36**
	Days in Payables		
A	FY 16 Moving 12 Months-Actual		380,048,327
B	No. of Days		366
C	Average Payables per day (A/B)		1,038,383
D	Current Accounts Payables		33,639,179
E	**Days in Payables (D/C)**		**32**
	Long term equity ratio		
A	Equity	$	85,688,880
B	Total Long term Liability	$	602,232,689
C	Total Equity and liability	$	687,921,569
D	**Long term equity ratio (A/C)**		**12%**
	Days cash on hand		
A	Unresctricted cash & cash equivalents		131,465
B	No. of Days -YTD		182
C	A x B		23,926,656
D	Total Operating expenses excluding depreciation		111,593
E	**Days cash on hand**		**214**
	Days' Liquidity		
A	Unresctricted cash , cash equivalents & revolving Credi		166,465
B	No. of Days -YTD		182
C	A x B		30,296,656
D	Total Operating expenses excluding depreciation		111,593
E	**Days liquidity**		**271**











GPA 302
20-Apr-17

GUAM POWER AUTHORITY
ACCRUED REVENUE
MARCH 2017

	FOR THE MONTH ENDED MARCH		SIX MONTHS ENDED MARCH	
	2017	2016	2017	2016
KWH SALES:				
Residential	40,911,781	38,724,045	240,570,451	228,708,602
Small Gen. Non Demand	6,767,505	6,643,435	40,594,512	38,034,839
Small Gen. Demand	16,300,307	15,655,021	93,306,665	93,770,588
Large General	26,173,462	25,281,406	155,603,304	152,683,784
Independent Power Producer	83,841	(7,624)	518,040	389,101
Private St. Lights	34,097	52,898	244,710	312,713
Sub-total	90,270,993	86,349,181	530,837,682	513,899,626
Government Service:				
Small Non Demand	1,123,675	1,085,055	6,641,796	6,388,505
Small Demand	8,171,598	7,915,800	48,438,749	45,518,165
Large	6,340,287	5,861,708	36,763,223	34,384,397
Street Lighting	829,968	998,928	4,966,126	5,659,841
Sub-total	16,465,529	15,861,491	96,809,894	91,950,908
Total	106,736,522	102,210,671	627,647,576	605,850,534
U. S. Navy	28,394,970	26,723,828	158,051,383	157,975,364
GRAND TOTAL	135,131,492	128,934,499	785,698,959	763,825,898
REVENUE:				
Residential	8,255,658	7,103,669	45,873,312	44,989,224
Small Gen. Non Demand	1,647,869	1,484,401	9,408,937	9,018,820
Small Gen. Demand	3,674,304	3,243,586	20,019,638	20,673,358
Large General	5,370,285	4,829,239	30,468,327	31,209,449
Independent Power Producer	17,451	(589)	106,332	83,202
Private St. Lights	25,012	28,395	156,630	174,792
Sub-total	18,990,578	16,688,702	106,033,175	106,148,844
Government Service:				
Small Non Demand	289,226	255,836	1,628,343	1,621,855
Small Demand	1,956,670	1,739,694	11,029,161	10,779,347
Large	1,454,690	1,258,310	8,066,417	7,872,506
Street Lighting	447,332	451,027	2,744,733	2,740,187
Sub-total	4,147,918	3,704,866	23,468,654	23,013,896
Total	23,138,496	20,393,568	129,501,829	129,162,740
U. S. Navy	5,232,508	3,399,739	25,326,463	25,473,785
GRAND TOTAL	28,371,004	23,793,307	154,828,292	154,636,525
NUMBER OF CUSTOMERS:				
Residential	43,718	43,250	43,623	43,142
Small Gen. Non Demand	4,128	4,065	4,121	4,053
Small Gen. Demand	989	1,003	989	1,008
Large General	116	115	116	116
Independent Power Producer	2	3	2	3
Private St. Lights	528	534	524	534
Sub-total	49,481	48,970	49,374	48,855
Government Service:				
Small Non Demand	684	696	683	684
Small Demand	348	339	347	337
Large	45	45	45	44
Street Lighting	272	161	212	160
Sub-total	1,349	1,241	1,286	1,226
Total	50,830	50,211	50,659	50,081
US Navy	1	1	1	1
	50,831	50,212	50,660	50,082

GPA403
20-Apr-17

GUAM POWER AUTHORITY
ACCRUED REVENUE

	TWELVE MONTHS ENDED	MARCH 2017	FEBRUARY 2017	JANUARY 2017	DECEMBER 2016	NOVEMBER 2016	OCTOBER 2016	SEPTEMBER 2016	AUGUST 2016	JULY 2016	JUNE 2016	MAY 2016	APRIL 2016
KWH SALES:													
Residential	498,884,409	40,911,781	35,936,337	39,423,550	41,105,614	40,882,645	42,310,523	41,186,530	41,736,102	45,406,686	44,922,307	44,836,952	40,225,381
Small General Non Demand	82,843,741	6,767,505	6,497,885	6,647,367	6,987,253	6,646,441	7,048,061	6,885,525	6,830,745	7,304,373	7,402,321	7,254,820	6,571,445
Small General Demand	190,123,203	16,300,307	13,890,958	15,535,910	16,033,983	15,504,615	16,040,892	14,741,107	16,161,003	17,589,484	16,214,181	16,413,008	15,697,754
Large General	311,754,398	26,173,462	23,699,969	26,550,140	26,487,608	26,823,315	25,868,811	25,176,509	27,005,358	26,974,574	26,144,475	26,310,196	24,539,981
Private Outdoor Lighting	561,741	34,097	32,325	36,736	39,997	52,271	49,285	56,235	48,857	55,391	52,548	50,329	53,670
Independent Power Producer	896,819	83,841	67,797	92,493	96,065	87,525	90,319	62,052	87,741	30,869	58,806	74,939	64,373
Sub-Total	1,085,064,309	90,270,993	80,125,270	88,286,197	90,750,519	89,996,812	91,407,891	88,107,957	91,869,806	97,361,377	94,794,639	94,940,244	87,152,604
Government Service:													
Small Non Demand	13,681,556	1,123,675	996,603	1,079,470	1,121,641	1,122,985	1,197,422	1,164,666	1,172,055	1,218,859	1,204,202	1,174,961	1,105,215
Small Demand	96,223,580	8,171,598	7,382,544	7,897,069	8,060,205	8,436,888	8,490,446	7,858,530	8,136,012	8,100,561	7,767,551	8,192,526	7,739,850
Large	72,433,930	6,340,287	5,654,767	6,032,854	6,238,617	6,094,610	6,402,088	5,804,148	6,189,305	5,961,435	5,890,099	5,980,723	5,844,996
Street Lighting (Agencies)	10,650,965	829,968	707,509	539,658	994,072	997,687	897,232	995,613	902,990	932,581	901,159	994,816	957,681
Sub-Total	192,990,030	16,465,529	14,741,423	15,549,052	16,414,534	16,652,169	16,987,187	15,822,957	16,400,363	16,213,237	15,763,012	16,343,026	15,647,542
Total	1,278,054,340	106,736,522	94,866,692	103,835,249	107,165,053	106,648,982	108,395,078	103,930,914	108,270,169	113,574,614	110,547,650	111,283,270	102,800,146
U.S. Navy	318,158,792	28,394,970	22,750,741	27,625,278	27,468,943	26,586,150	25,225,302	26,000,826	27,005,111	26,759,668	26,525,986	27,705,645	26,110,172
Grand Total	1,596,213,131	135,131,492	117,617,433	131,460,526	134,633,996	133,235,131	133,620,381	129,931,741	135,275,280	140,334,282	137,073,637	138,988,915	128,910,318
REVENUE:													
Residential	92,941,447	8,255,658	7,648,484	7,213,121	7,527,553	7,455,636	7,772,860	7,492,970	7,638,875	8,252,365	8,172,237	8,166,784	7,344,934
Small General Non Demand	16,781,071	1,647,869	1,650,380	1,468,355	1,572,329	1,481,078	1,588,926	1,523,079	1,535,319	1,616,070	1,624,200	1,609,832	1,463,634
Small General Demand	39,848,237	3,674,304	3,310,305	3,200,532	3,341,792	3,195,499	3,297,206	3,075,598	3,324,470	3,499,625	3,307,319	3,378,832	3,242,757
Large General	60,046,163	5,370,285	5,066,026	4,998,015	5,049,240	5,084,685	4,900,077	4,802,289	5,042,115	5,074,460	4,980,357	4,948,442	4,730,172
Private Outdoor Lighting	326,972	25,012	24,793	25,546	25,575	27,645	28,060	28,980	27,331	28,750	28,526	27,838	28,916
Independent Power Producer	183,597	17,451	15,045	18,807	19,759	16,793	18,478	13,572	17,553	6,353	12,907	14,112	12,767
Sub-Total	212,127,486	18,990,578	17,715,032	16,924,376	17,536,247	17,261,335	17,605,607	16,936,487	17,585,664	18,477,624	18,125,547	18,145,810	16,823,180
Government Service:													
Small Non Demand	3,306,948	289,226	258,835	258,411	268,979	268,355	284,537	277,519	277,379	289,886	287,100	280,970	264,751
Small Demand	21,573,965	1,956,670	1,819,228	1,746,554	1,795,184	1,851,599	1,856,926	1,746,819	1,760,715	1,786,074	1,733,527	1,783,792	1,733,676
Large	15,647,228	1,454,690	1,331,459	1,286,951	1,334,239	1,303,344	1,355,735	1,250,824	1,304,812	1,247,433	1,251,920	1,267,063	1,258,758
Street Lighting (Agencies)	5,387,800	447,332	447,721	351,576	548,266	512,699	437,139	431,835	437,775	441,692	436,404	450,507	444,854
Sub-Total	45,914,940	4,147,918	3,857,244	3,643,492	3,949,668	3,935,996	3,934,337	3,706,997	3,780,681	3,765,085	3,708,951	3,782,332	3,702,240
Total	258,042,427	23,138,496	21,572,276	20,567,868	21,485,915	21,197,330	21,539,944	20,643,484	21,366,345	22,242,709	21,834,498	21,928,142	20,525,420
U.S. Navy	49,046,092	5,232,508	3,632,683	4,519,844	4,245,316	3,640,144	4,055,968	4,256,406	4,418,264	3,676,367	3,800,186	3,672,842	3,895,565
Grand Total	307,088,518	28,371,004	25,204,958	25,087,712	25,731,231	24,837,474	25,595,912	24,899,890	25,784,609	25,919,076	25,634,683	25,600,983	24,420,985
NUMBER OF CUSTOMERS:													
Residential	43,493	43,718	43,647	43,710	43,582	43,594	43,487	43,408	43,483	43,322	43,333	43,405	43,221
Small General Non Demand	4,105	4,128	4,119	4,127	4,125	4,110	4,114	4,092	4,121	4,090	4,087	4,087	4,055
Small General Demand	990	989	992	994	991	980	985	987	991	988	991	999	996
Large General	115	116	116	116	116	116	115	116	115	114	114	115	116
Private Outdoor Lighting	526	528	527	525	517	519	526	525	525	528	528	526	536
Independent Power Producer	2	2	2	2	2	2	2	2	2	2	2	2	2
Sub-Total	49,231	49,481	49,403	49,474	49,333	49,321	49,229	49,130	49,237	49,044	49,055	49,134	48,926
Government Service:													
Small Non Demand	688	684	682	684	680	683	684	696	693	695	699	685	689
Small Demand	345	348	347	347	346	346	345	348	347	346	344	340	340
Large	45	45	45	45	45	45	45	45	45	45	45	45	45
Street Lighting (Agencies)	186	272	271	211	205	155	155	163	162	161	161	160	160
Sub-Total	1,265	1,349	1,345	1,287	1,276	1,229	1,229	1,252	1,247	1,247	1,249	1,230	1,234
Total	50,495	50,830	50,748	50,761	50,609	50,550	50,458	50,382	50,484	50,291	50,304	50,364	50,160
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	50,496	50,831	50,749	50,762	50,610	50,551	50,459	50,383	50,485	50,292	50,305	50,365	50,161

GPA303

GUAM POWER AUTHORITY
ACCRUED REVENUE
MARCH 2017

RATE	NUMBER OF CUSTOMERS	KWH SALES	TOTAL REVENUE AMOUNT	TOTAL REVENUE C/KWH	FUEL ADJ	BASE RATE REVENUE C/KWH	BASE RATE REVENUE AMOUNT	AVERAGE PER CUSTOMER KWH	AVERAGE PER CUSTOMER REVENUE	NON-FUEL C/KWH 10.5051	NON-FUEL AMOUNT	OIL 0.105051 C/KWH	OIL 0.105051 AMOUNT
Month													
R Residential	43,718	40,911,781	8,255,658	20.1792	0	20.1792	8,255,658	936	188.84	9.6741	3,957,834	10.5051	4,297,823
G Small Gen. Non Demand	4,128	6,767,505	1,647,869	24.3497	0	24.3497	1,647,869	1,639	399.19	13.8446	936,936	10.5051	710,933
J Small Gen. Demand	989	16,300,307	3,674,304	22.5413	0	22.5413	3,674,304	16,482	3,715.17	12.0398	1,962,520	10.5015	1,711,784
P Large General	116	26,173,462	5,370,285	20.5181	0	20.5181	5,370,285	225,633	46,295.56	10.0708	2,635,873	10.4473	2,734,412
I Independent PowerProducer	2	83,841	17,451	20.8141	0	20.8141	17,451	41,921	8,725.42	10.6449	8,925	10.1692	8,526
H Private St. Lights	528	34,097	25,012	73.3557	0	73.3557	25,012	65	47.37	62.8506	21,430	10.5051	3,582
Sub-Total	49,481	90,270,993	18,990,578	21.0373	0	21.0373	18,990,578	1,824	383.80	10.5499	9,523,517	10.4874	9,467,060
Government Service:													
S Small Non Demand	684	1,123,675	289,226	25.7393	0	25.7393	289,226	1,643	422.85	15.2342	171,183	10.5051	118,043
K Small Demand	348	8,171,598	1,956,670	23.9448	0	23.9448	1,956,670	23,482	5,622.61	13.4397	1,098,235	10.5051	858,435
L Large	45	6,340,287	1,454,690	22.9436	0	22.9436	1,454,690	140,895	32,326.45	12.5590	796,279	10.3846	658,411
F Street Lighting (Agencies)	272	829,968	447,332	53.8975	0	53.8975	447,332	3,051	1,644.60	43.3924	360,143	10.5051	87,189
Sub-Total	1,349	16,465,529	4,147,918	25.1915	0	25.1915	4,147,918	12,206	3,074.81	14.7328	2,425,840	10.4587	1,722,078
	50,830	106,736,522	23,138,496	21.6781	0	21.6781	23,138,496	2,100	455.21	11.1952	11,949,357	10.4830	11,189,138
U.S. Navy	1	28,394,970	5,232,508	18.4276	0	18.4276	5,232,508			7.6548	2,173,566	10.7728	3,058,942
TOTAL	50,831	135,131,492	28,371,004	20.9951	0	20.9951	28,371,004	2,658	558.14	10.4512	14,122,923	10.5439	14,248,081
Six Months Ended March 2017													
R Residential	43,623	240,570,451	45,873,312	19.0686	0	19.0686	45,873,312	5,515	1,051.59	9.6793	23,285,429	9.3893	22,587,883
G Small Gen. Non Demand	4,121	40,594,512	9,408,937	23.1779	0	23.1779	9,408,937	9,852	2,283.45	13.7734	5,591,231	9.4045	3,817,706
J Small Gen. Demand	989	93,306,665	20,019,638	21.4557	0	21.4557	20,019,638	94,392	20,252.54	12.0794	11,270,877	9.3764	8,748,761
P Large General	116	155,603,304	30,468,327	19.5808	0	19.5808	30,468,327	1,343,338	263,035.92	10.2927	16,015,737	9.2881	14,452,591
I Independent PowerProducer	2	518,040	106,332	20.5258	0	20.5258	106,332	259,020	53,165.94	11.2478	58,268	9.2780	48,064
H Private St. Lights	524	244,710	156,630	64.0064	0	64.0064	156,630	467	299.10	54.8446	134,210	9.1618	22,420
Sub-Total	49,374	530,837,682	106,033,175	19.9747	0	19.9747	106,033,175	10,751	2,147.57	10.6164	56,355,751	9.3583	49,677,424
Government Service:													
S Small Non Demand	683	6,641,796	1,628,343	24.5166	0	24.5166	1,628,343	9,727	2,384.69	15.2667	1,013,984	9.2499	614,360
K Small Demand	347	48,438,749	11,029,161	22.7693	0	22.7693	11,029,161	139,794	31,830.19	13.5159	6,546,948	9.2534	4,482,213
L Large	45	36,763,223	8,066,417	21.9415	0	21.9415	8,066,417	816,961	179,253.71	12.6570	4,653,113	9.2846	3,413,304
F Street Lighting (Agencies)	212	4,966,126	2,744,733	55.2691	0	55.2691	2,744,733	23,480	12,977.46	46.0370	2,286,254	9.2321	458,479
Sub-Total	1,286	96,809,894	23,468,654	24.2420	0	24.2420	23,468,654	75,290	18,251.71	14.9781	14,500,299	9.2639	8,968,355
U.S. Navy	1	158,051,383	25,326,463	16.0242	0	16.0242	25,326,463			6.3020	9,960,343	9.7222	15,366,119
TOTAL	50,660	785,698,959	154,828,292	19.7058	0	19.7058	154,828,292	15,509	3,056.20	10.2859	80,816,394	9.4199	74,011,898
Twelve Months Ended March 2017													
R Residential	43,493	498,884,409	92,941,447	18.6299	0	18.6299	92,941,447	11,471	2,136.95	9.6175	47,980,218	9.0124	44,961,230
G Small Gen. Non Demand	4,105	82,843,741	18,781,071	22.6705	0	22.6705	18,781,071	20,183	4,575.63	13.6450	11,304,032	9.0255	7,477,038
J Small Gen. Demand	990	190,123,203	39,848,237	20.9592	0	20.9592	39,848,237	191,995	40,240.58	11.9489	22,717,681	9.0102	17,130,556
P Large General	115	311,754,398	60,046,163	19.2607	0	19.2607	60,046,163	2,701,121	520,255.56	10.3076	32,134,312	8.9532	27,911,851
I Independent PowerProducer	2	896,819	183,597	20.4720	0	20.4720	183,597	448,409	91,798.27	11.5784	103,838	8.8935	79,759
H Private St. Lights	526	581,741	326,972	56.2068	0	56.2068	326,972	1,068	621.82	49.3275	277,093	8.8793	49,879
Sub-Total	49,231	1,085,064,309	212,127,486	19.5498	0	19.5498	212,127,486	22,040	4,308.86	10.5540	114,517,174	8.9958	97,610,313
Government Service:													
S Small Non Demand	688	13,681,556	3,305,948	24.1635	0	24.1635	3,305,948	19,891	4,806.32	15.2165	2,081,853	8.9470	1,224,094
K Small Demand	345	96,223,580	21,573,965	22.4207	0	22.4207	21,573,965	278,640	62,472.87	13.4513	12,952,964	8.9593	8,621,000
L Large	45	72,433,930	15,647,228	21.6021	0	21.6021	15,647,228	1,609,643	347,716.18	12.6738	9,180,112	8.9283	6,467,116
F Street Lighting (Agencies)	186	10,650,965	5,387,800	50.5851	0	50.5851	5,387,800	57,161	28,914.85	41.6576	4,436,940	8.9275	950,860
Sub-Total	1,265	192,990,030	45,914,940	23.7914		23.7914	45,914,940	152,622	36,310.75	14.8463	28,651,870	8.9451	17,263,070
	50,495	1,278,054,340	258,042,427	20.1903	0	20.1903	258,042,427	25,310	40,620	11.2021	143,169,044	8.9881	114,873,383
U.S. Navy	1	318,158,792	49,046,092	15.4156	0	15.4156	49,046,092			6.2929	20,021,275	9.1227	29,024,816
TOTAL	50,496	1,596,213,131	307,088,518	19.2386	0	19.2386	307,088,518	31,611	6,081.43	10.2236	163,190,319	9.0150	143,898,199

CCU May 23, 2017 Regular Meeting - NEW BUSINESS

GPA-318

318Mar17

ENERGY ACCOUNT

FY 2017 Versus FY 2016

FOR INTERNAL USE ONLY

Gross Generation	March 2017		March 2016		Y T D 2017		Y T D 2016		MOVING TWELVE MONTHS	
Number of days in Period	31		31		31		31		365	
Peak demand	249		239		252		251		258	
Date	03/13/17		03/19/16		10/24/16		10/05/15		07/25/16	
	KWH	% change	KWH	% change	KWH	% change	KWH	% change	KWH	% change
Energy Account:										
Kilowatt hours GPA:										
Cabras 1 & 2	70,267,000		28,319,000		398,641,000		301,681,000		737,247,000	
Cabras No. 3	0		0		0		0		0	
Cabras No. 4	0		0		0		0		0	
MEC (ENRON) Piti 8 (IPP)	31,030,200		29,831,000		170,571,600		137,193,350		314,990,600	
MEC (ENRON) Piti 9 (IPP)	27,832,500		25,158,300		162,026,900		163,138,400		313,425,700	
TEMES Piti 7 (IPP)	705,294		10,283,611		4,628,278		59,783,574		42,326,857	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		0		0	
Diesels/CT's & Others:							0			
MDI 10MW	67,011		863,099		2,004,844		5,462,150		7,327,168	
NRG Solar Dandan	4,887,083		4,848,393		21,800,312		24,925,478		46,425,193	
Dededo CT #1	0		0		0		0		0	
Dededo CT #2	254,855		0		266,319		0		266,319	
Macheche CT	3,386,502		7,788,529		12,831,604		34,971,351		28,494,928	
Yigo CT (Leased)	808,173		2,403,396		13,922,042		31,119,513		31,208,023	
Tenjo	2,987,660		5,485,164		13,773,820		30,378,164		31,313,845	
Talofofo 10 MW	1,278,400		681,440		4,827,580		5,228,900		10,807,613	
Aggreko	5,867,886		24,578,729		59,477,824		43,777,841		183,792,164	
Wind Turbine*	3,146		43,613		270,470		157,837		493,912	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	149,375,709		**140,284,275**		**865,042,594**		**837,817,559**		**1,748,119,323**	
Ratio to last year		106.48		102.07		103.25		**100.06**		**102.44**
Station use	6,060,640		4,052,817		34,961,635		33,085,977		66,827,446	
Ratio to gross generation		4.06		2.89		4.04		3.95		**3.82**
Net send out	143,315,069		136,231,458		830,080,959		804,731,581		1,681,291,877	
Ratio to last year		105.20		104.17		103.15		**101.17**		**103.00**
KWH deliveries:										
Sales to Navy (@34.5kv)	**28,394,970**		**26,723,828**		**158,051,384**		157,975,363		**318,158,792**	
Ratio to last year		106.25		110.01		100.05		**100.96**		**99.77**
GPA-metered	**114,920,099**		**109,507,630**		**672,029,575**		**646,756,218**		**1,363,133,085**	
Ratio to last year		104.94		102.83		103.91		**101.22**		**103.79**
Power factor adj.	0		0		0		0		0	
Adjusted	114,920,099		109,507,630		672,029,575		646,756,218		1,363,133,085	
GPA KWH Accountability:										
Sales to civilian customers-accrual basis	**106,736,522**		**102,210,671**		**627,647,576**		**605,850,534**		**1,278,054,339**	
Ratio to last year		104.43		101.41		103.60		**101.32**		**103.90**
GPA use-KWH	260,662		279,168		1,526,598		1,627,874		3,220,566	
Unaccounted For	7,922,915		7,017,791		42,855,401		39,277,810		81,858,179	
Ratio to deliveries		6.89		6.41		6.38		6.07		6.01
Ratio to Gross Generation		5.30		5.00		4.95		4.69		4.68
Ratio to Net Send Out		5.53		5.15		5.16		4.88		4.87

CCU May 23, 2017 Regular Meeting - NEW BUSINESS

GPA-317Mar17

Guam Power Authority
Fuel Consumption
FY 2017

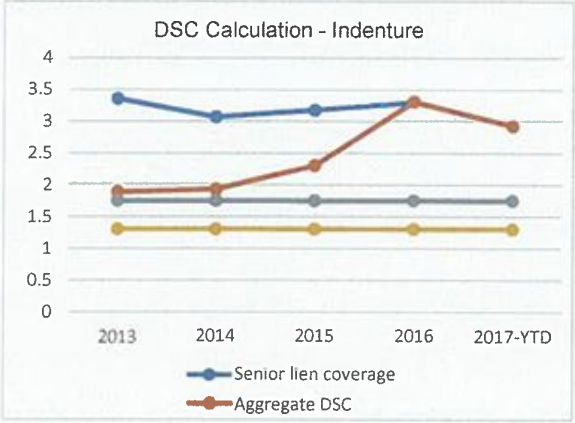
Description	March 2017 BARRELS	March 2017 AMOUNT	YEAR-TO-DATE BARRELS	YEAR-TO-DATE AMOUNT	MOVING 12 MONTHS BARREL S	MOVING 12 MONTHS AMOUNT
FUEL FURNISHED:						
NAVY:						
Diesel	0	0	0	0	0	0
Low Sulfur	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**
GPA:						
RFO	174,454	$10,144,188	976,679	$ 49,676,691	1,643,220	$ 72,766,378
Diesel	30,082	$2,269,112	213,927	$ 14,776,278	660,314	$ 42,548,778
Low Sulfur	22,941	$1,213,237	132,148	$ 6,910,945	412,054	$ 20,777,182
Deferred Fuel Costs	0	-$88,125	0	$ (3,598,253)	0	$ (6,832,557)
Fuel Adjustments	0	-$159,877		$ -	0	$ 83,149
Fuel Handling Costs	0	$869,680	0	$ 6,246,371	0	$ 13,585,384
	227,476	**$14,248,215**	**1,322,753**	**$ 74,012,032**	**2,715,589**	**$ 142,928,315**
IWPS:						
GPA RFO	174,454	$10,144,188	976,679	$ 49,676,691	1,643,220	$ 72,766,378
Diesel	30,082	$2,269,112	213,927	$ 14,776,278	660,314	$ 42,548,778
Low Sulfur	22,941	$1,213,237	132,148	$ 6,910,945	412,054	$ 20,777,182
Deferred Fuel Costs	0	-$88,125	0	$ (3,598,253)	0	$ (6,832,557)
Fuel Variance	0	-$159,877	0	$ -		$ 83,149
Fuel Handling Costs	0	$869,680	0	$ 6,246,371	0	$ 13,585,384
	227,476	**$14,248,215**	**1,322,753**	**$ 74,012,032**	**2,715,589**	**$ 142,928,315**
AVERAGE COST/Bbl.						
GPA RFO		**$58.15**		**$50.86**		**$44.28**
Diesel		**$75.43**		**$69.07**		**$64.44**
Low Sulfur		**$52.89**		**$52.30**		**$50.42**
AS BURNED						
Cabras 1 & 2						
RFO	104,270	$ 6,069,715	578,975	$ 29,434,441	940,757	$ 42,096,683
Low Sulfur	13,724	$ 725,803	81,157	$ 4,241,979	267,844	$ 13,505,734
Diesel	113	$ 7,459	941	$ 59,300	1,905	$ 123,258
	118,107	$ 6,802,977	661,072	$ 33,735,721	1,210,507	$ 55,725,676
Cabras 3 & 4						
RFO	0	$ -	0	$ -	0	$ -
Low Sulfur	0	$ -	0	$ -	0	$ -
Diesel	0	$ -	0	$ -	0	$ -
	0	$ -	0	$ -	0	$ -
MEC (Piti Units 8&9)						
RFO	70,184	$ 4,074,472	397,704	$ 20,242,250	702,463	$ 30,669,695
Low Sulfur	9,217	$ 487,434	50,991	$ 2,668,965	144,210	$ 7,271,447
Diesel	0	$ -	0	$ -	94	$ 14,092
	79,401	$ 4,561,906	448,695	$ 22,911,215	846,767	$ 37,955,235
Diesel & CT's - GPA:						
MDI Dsl	104	$ 6,781	3,199	$ 201,697	12,548	$ 737,046
Macheche CT	7,423	$ 556,785	27,716	$ 1,985,107	64,668	$ 4,109,226
Yigo CT	1,820	$ 135,156	29,871	$ 2,029,690	65,058	$ 4,257,844
Talofofo 10 MW	2,040	$ 152,859	7,708	$ 538,724	16,893	$ 1,087,413
Aggreko	10,560	$ 794,873	107,259	$ 7,271,533	333,334	$ 21,163,923
Tenjo	5,272	$ 411,200	23,942	$ 1,727,789	53,334	$ 3,590,521
TEMES (IPP)	1,883	$ 141,124	11,460	$ 812,839	107,421	$ 6,949,615
GWA Generators	7	$ 872	116	$ 13,650	3,344	$ 379,891
	29,969	$ 2,261,653	212,986	$ 14,716,978	658,315	$ 42,411,427
Deferred Fuel Costs	0	$ (88,125)		$ (3,598,253)		$ (6,832,557)
Adjustment		$ (159,877)		$ -		$ 83,149
Fuel Handling Costs	0	$ 869,680		$ 6,246,371		$ 13,585,384
TOTAL	**227,476**	**$ 14,248,215**	**1,322,753**	**$ 74,012,032**	**2,715,589**	**$ 142,928,315**

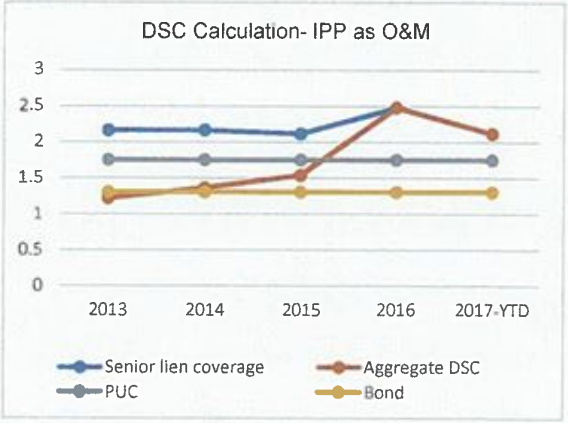
Statement of operations
Comparison-Budget versus Actual
For the month and year to date ended March 31, 2017

	Budget	Actual March-17	Variance	YTD Budget	YTD Actual	Variance
KwH Sales-Civilian	96,568	106,737	(10,169)	592,988	627,648	(34,660)
Non-fuel yield	$ 0.114326	$ 0.111948	$ 0.002378	$ 0.113764	$ 0.112890	$ 0.000875
KwH Sales-Navy	27,415	28,395	(980)	163,546	158,051	5,495
Non-fuel yield	$ 0.061275	$ 0.076563	$ (0.015287)	$ 0.061275	$ 0.063024	$ (0.001749)
Operating revenue						
Civilian sales	$ 11,040	$ 11,949	$ (909)	$ 67,461	$ 70,855	$ (3,394)
Oil	16,093	14,248	1,845	98,197	74,011	24,186
Navy	1,680	2,174	(494)	10,021	9,961	60
Other income	217	317	(101)	1,300	1,142	158
	29,029	28,688	341	176,979	155,969	21,010
Bad debts expense	83	93	(10)	500	510	(10)
Total operating revenues	28,946	28,595	351	176,479	155,459	21,020
Operating expenses:						
Production fuel	16,093	14,248	1,845	98,197	74,012	24,185
O & M expenses:						
Other production	1,739	1,281	458	11,190	7,640	3,550
Transmission distribution	1,151	918	234	6,433	6,115	318
Administrative expense	2,273	2,031	242	19,843	12,412	7,430
Customer accounting	711	307	404	2,602	2,052	550
	5,874	4,536	1,338	40,067	28,219	11,848
IPP costs	1,486	1,587	(101)	8,917	9,362	(444)
Depreciation	3,484	2,454	1,030	20,902	21,268	(366)
	26,937	22,825	4,112	168,084	132,861	35,223
Operating income	2,009	5,770	(3,760)	8,395	22,598	(14,203)
Other revenue (expenses):						
Investment income	115	277	(161)	692	666	26
Interest expense	(2,735)	(2,862)	127	(16,410)	(17,019)	609
AFUDC	118	314	(195)	710	1,915	(1,205)
Bond issuance costs/Other expenses	127	73	54	761	431	330
Net income before capital contribution	(365)	3,570	(3,937)	(5,852)	8,591	(14,444)
Grants from the U.S. Government	-	25	(25)	-	37	(37)
Increase (decrease) in net assets	$ (365)	$ 3,595	$ (3,962)	$ (5,852)	$ 8,627	$ (14,480)

Guam Power Authority
Debt service coverage
March 31, 2017

	2013	2014	2015	2016	YTD 3/31/2017
Operating revenues					
Sales	449,029	434,462	366,185	306,896	154,827
Miscellaneous	2,927	2,156	4,775	2,294	1,142
Total revenues	451,956	436,618	370,960	309,190	155,969
Bad debts expense	1,223	178	959	990	510
Total operating revenues	450,733	436,440	370,001	308,200	155,459
Operating expenses					
Production fuel	295,473	271,175	204,136	146,340	74,012
Other production	22,009	19,305	20,079	15,835	7,640
Energy conversion costs	20,264	20,632	18,404	16,800	9,362
Transmission and distribution	13,368	12,950	11,170	10,817	6,115
Customer accounting	3,878	3,821	3,780	4,502	2,052
Admin and General	31,589	28,393	21,908	29,058	12,412
Total Expenses	386,581	356,276	279,477	223,352	111,593
Operating income	64,152	80,164	90,524	84,848	43,866
Interest/Other income (expenses)	720	157	256	57	316
Debt service and lease payments					
IPP lease payments	23,084	23,084	26,622	20,790	10,398
Capital lease payments-Aggreko	0	0	0	0	1,869
2014 bonds	0	0	0	10	2,544
2012 bonds	16,309	17,455	17,096	17,098	8,579
2010 senior bonds	2,997	7,999	7,999	7,999	4,002
2010 subordinate	15,163	15,193	9,605	0	0
Total Debt service-bonds	34,469	40,647	34,700	25,106	15,124
Total Debt service and capital lease	57,553	63,731	61,322	45,896	27,391
Debt service coverage (DSC) calculation-indenture					
Senior lien coverage	3.36	3.16	3.62	3.38	2.92
Aggregate debt service coverage	1.88	1.98	2.62	3.38	2.92
Debt service coverage (DSC) calculation-IPP as O&M					
Senior lien coverage	2.16	2.25	2.56	2.55	2.11
Aggregate debt service coverage	1.21	1.41	1.85	2.55	2.11

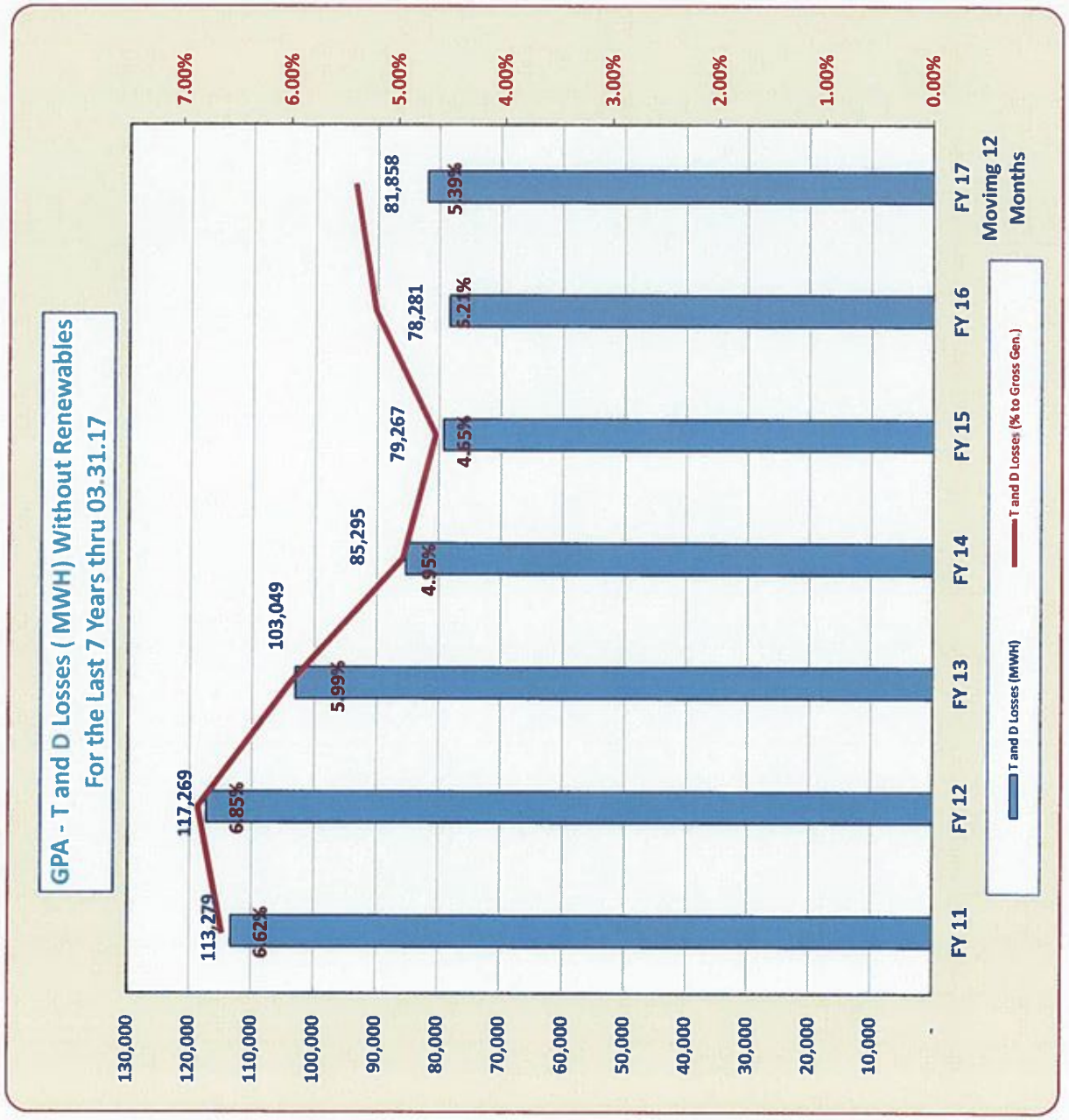


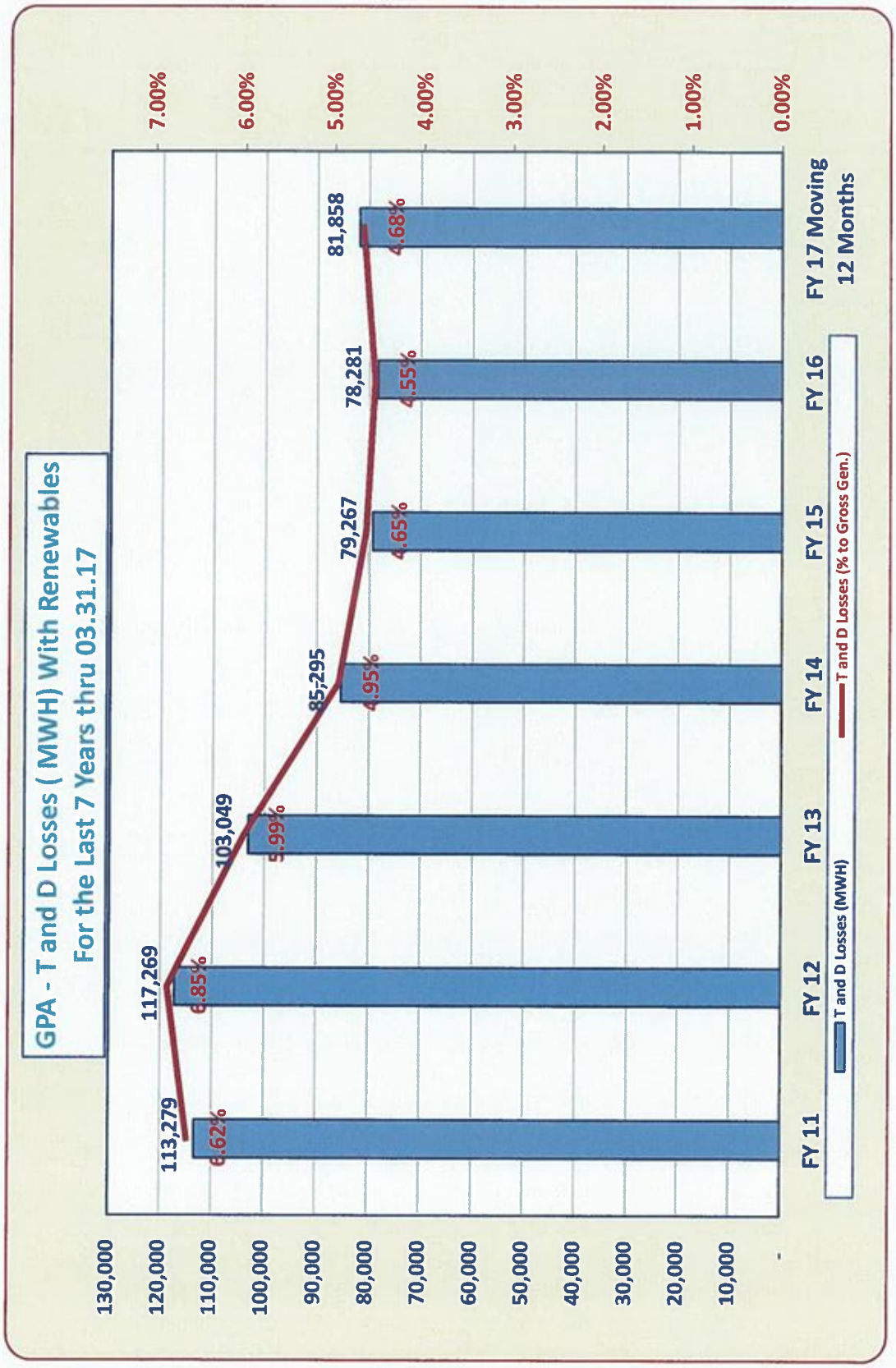


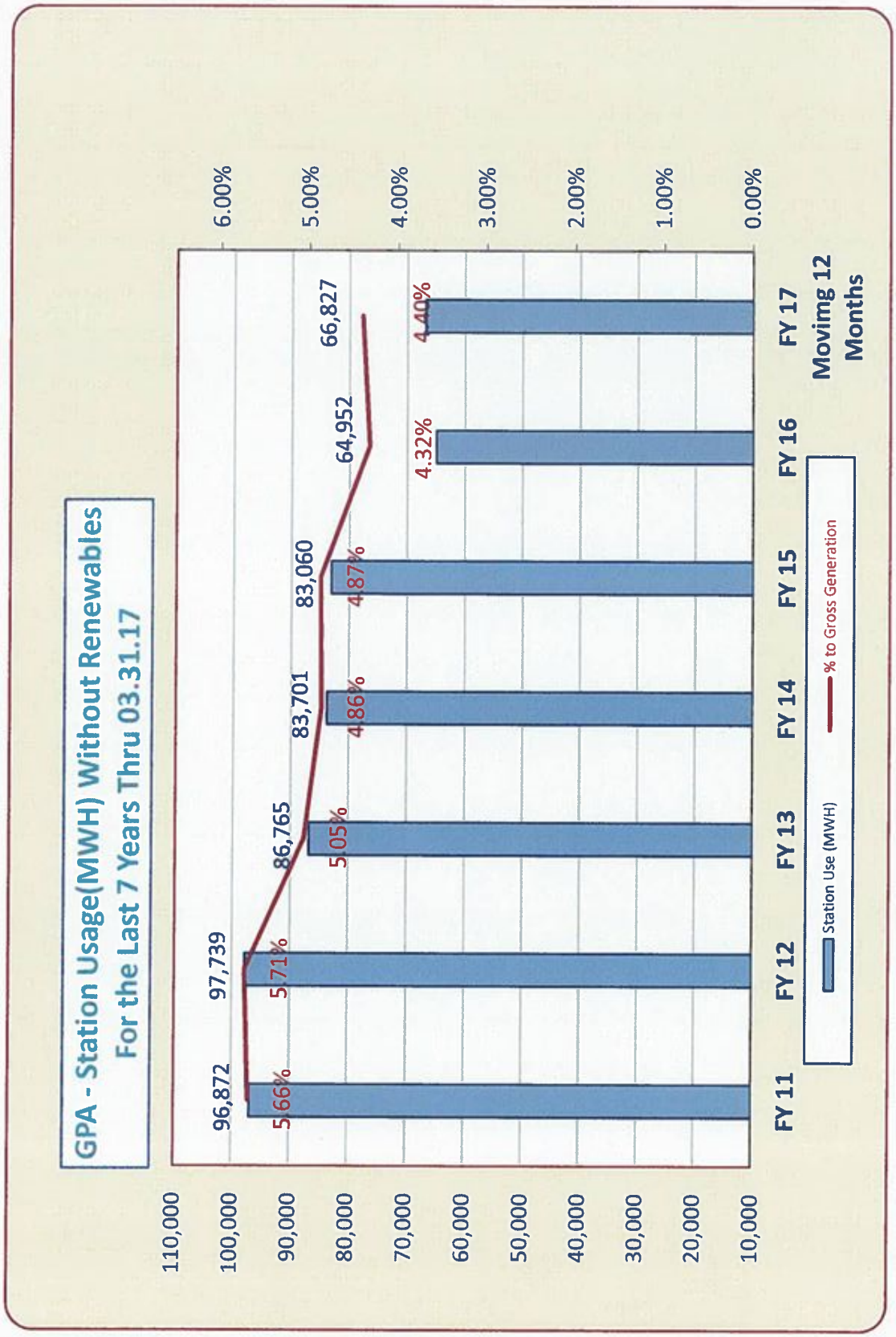
REVENUES-ACTUAL VS PROJECTIONS

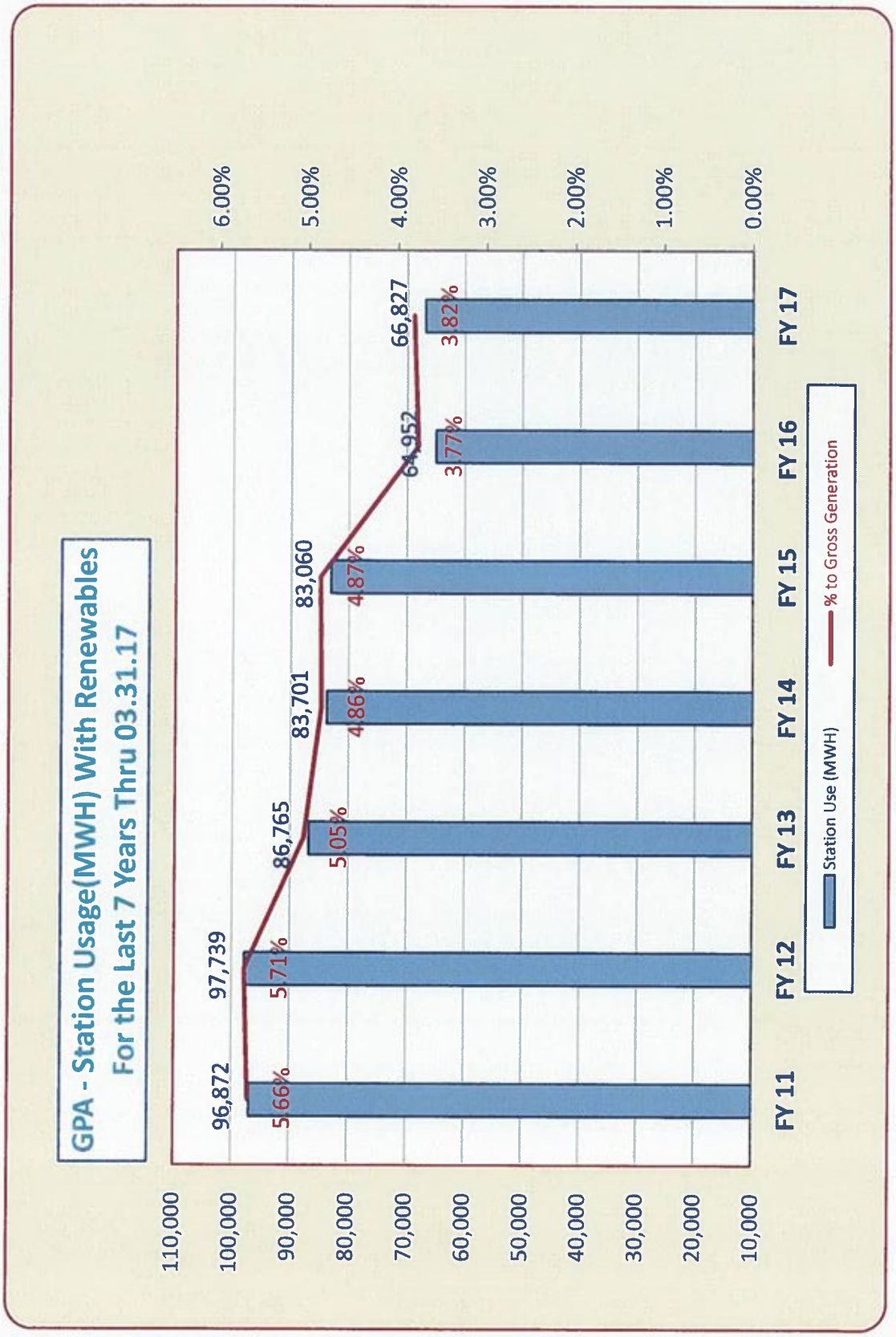
	MONTHLY - MARCH 2017				YTD THRU 03/31/2017			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	33,262,602	40,911,781	7,649,178	23.00%	213,216,022	240,570,451	27,354,429	12.83%
Small General-Non-Demand	5,216,387	6,767,505	1,551,118	29.74%	33,031,447	40,594,512	7,563,066	22.90%
Small General-Demand	15,802,800	16,300,307	497,507	3.15%	96,825,874	93,306,665	(3,519,209)	-3.63%
Large	26,257,119	26,173,462	(83,657)	-0.32%	157,543,060	155,603,304	(1,939,755)	-1.23%
Independent Power Producers	50,761	83,841	33,081	65.17%	281,256	518,040	236,784	84.19%
Private St. Lites	48,290	34,097	(14,193)	-29.39%	309,751	244,710	(65,041)	-21.00%
Sub-total	**80,637,959**	**90,270,993**	**9,633,034**	**11.95%**	**501,207,409**	**530,837,682**	**29,630,272**	**5.91%**
Government								
Small_Non Demand	1,155,781	1,123,675	(32,106)	-2.78%	6,776,634	6,641,796	(134,838)	-1.99%
Small-Demand	8,243,096	8,171,598	(71,498)	-0.87%	47,185,880	48,438,749	1,252,869	2.66%
Large	5,521,703	6,340,287	818,585	14.82%	32,102,160	36,763,223	4,661,063	14.52%
Public St. Lites	1,009,102	829,968	(179,133)	-17.75%	5,715,864	4,966,126	(749,739)	-13.12%
Sub-total	**15,929,682**	**16,465,529**	**535,847**	**3.36%**	**91,780,539**	**96,809,894**	**5,029,355**	**5.48%**
Total-Civilian	**96,567,641**	**106,736,522**	**10,168,881**	**10.53%**	**592,987,948**	**627,647,576**	**34,659,628**	**5.84%**
USN	27,415,262	28,394,970	979,708	3.57%	163,546,276	158,051,383	(5,494,893)	-3.36%
Grand Total	**123,982,903**	**135,131,492**	**11,148,589**	**8.99%**	**756,534,224**	**785,698,959**	**29,164,735**	**3.86%**
					-	-		
Non-Oil Yield								
Residential	0.096854	0.096741	(0.000113)	-0.12%	0.096854	0.096793	(0.000062)	-0.06%
Small General-Non-Demand	0.139795	0.138446	(0.001348)	-0.96%	0.139795	0.137734	(0.002061)	-1.47%
Small General-Demand	0.119750	0.120398	0.000648	0.54%	0.119750	0.120794	0.001044	0.87%
Large	0.106324	0.100708	(0.005616)	-5.28%	0.106324	0.102927	(0.003397)	-3.19%
Independent Power Producers	0.124400	0.106449	(0.017951)	0.00%	0.124400	0.112478	(0.011923)	0.00%
Private St. Lites	0.461908	0.628506	0.166598	36.07%	0.461908	0.548446	0.086538	18.73%
Sub-total	**0.107438**	**0.105499**	**(0.001939)**	**-1.80%**	**0.107325**	**0.106164**	**(0.001161)**	**-1.08%**
Government					-			
Small_Non Demand	0.152742	0.152342	(0.000400)	-0.26%	0.152742	0.152667	(0.000075)	-0.05%
Small-Demand	0.133985	0.134397	0.000412	0.31%	0.133985	0.135159	0.001175	0.88%
Large	0.128378	0.125590	(0.002788)	-2.17%	0.128378	0.126570	(0.001809)	-1.41%
Public St. Lites	0.383229	0.433924	0.050695	13.23%	0.383229	0.460370	0.077140	20.13%
Sub-total	**0.149191**	**0.147328**	**(0.001863)**	**-1.25%**	**0.148931**	**0.149781**	**0.000850**	**0.57%**
Total-Civilian	**0.114326**	**0.111952**	**(0.002374)**	**-2.08%**	**0.113764**	**0.112891**	**(0.000873)**	**-0.77%**
USN	0.061275	0.076548	0.015272	24.92%	0.061275	0.063020	0.001744	2.85%
Grand Total	**0.102595**	**0.104512**	**0.001917**	**1.87%**	**0.102417**	**0.102859**	**0.000442**	**0.43%**
Non-Oil Revenues								
Residential	3,221,819	3,957,834	736,215	22.85%	20,650,841	23,285,429	2,634,588	12.76%
Small General-Non-Demand	729,223	936,936	207,713	28.48%	4,617,621	5,591,231	973,610	21.08%
Small General-Demand	1,892,383	1,962,520	70,137	3.71%	11,594,884	11,270,877	(324,007)	-2.79%
Large	2,791,752	2,635,873	(155,879)	-5.58%	16,750,547	16,015,737	(734,811)	-4.39%
Independent Power Producers	6,315	8,925	2,610	41.34%	34,988	58,268	23,280	66.54%
Private St. Lites	22,305	21,430	(876)	-3.93%	143,077	134,210	(8,866)	-6.20%
Sub-total	**8,663,597**	**9,523,517**	**859,921**	**9.93%**	**53,791,958**	**56,355,751**	**2,563,793**	**4.77%**
Government								
Small_Non Demand	176,536	171,183	(5,353)	-3.03%	1,035,077	1,013,984	(21,093)	-2.04%
Small-Demand	1,104,447	1,098,235	(6,212)	-0.56%	6,322,178	6,546,948	224,771	3.56%
Large	708,868	796,279	87,411	12.33%	4,121,225	4,653,113	531,888	12.91%
Public St. Lites	386,718	360,143	(26,574)	-6.87%	2,190,487	2,286,254	95,767	4.37%
Sub-total	**2,376,569**	**2,425,840**	**49,271**	**2.07%**	**13,668,967**	**14,500,299**	**831,332**	**6.08%**
Total-Civilian	**11,040,166**	**11,949,357**	**909,192**	**8.24%**	**67,460,926**	**70,856,051**	**3,395,125**	**5.03%**
USN	1,679,881	2,173,566	493,685	29.39%	10,021,362	9,960,343	(61,019)	-0.61%
Grand Total	**12,720,046**	**14,122,923**	**1,402,876**	**11.03%**	**77,482,287**	**80,816,394**	**3,334,106**	**4.30%**
% of Total Revenues	44.15%	49.78%			44.10%	52.20%		
Oil Revenues								
Residential	4,317,423	4,297,823	(19,599)	-0.45%	27,675,037	22,587,883	(5,087,154)	-18.38%
Small General-Non-Demand	677,077	710,933	33,856	5.00%	4,287,419	3,817,706	(469,713)	-10.96%
Small General-Demand	2,051,174	1,711,784	(339,389)	-16.55%	12,567,816	8,748,761	(3,819,055)	-30.39%
Large	3,408,125	2,734,412	(673,713)	-19.77%	20,448,792	14,452,591	(5,996,201)	-29.32%
Independent Power Producers	6,589	8,526	1,937	29.40%	36,765	48,064	11,299	30.73%
Private St. Lites	6,268	3,582	(2,686)	-42.85%	39,947	22,420	(17,527)	-43.88%
Sub-total	**10,466,655**	**9,467,060**	**(999,595)**	**-9.55%**	**65,055,776**	**49,677,424**	**(15,378,352)**	**-23.64%**
Government								
Small_Non Demand	150,018	118,043	(31,975)	-21.31%	879,594	614,360	(265,235)	-30.15%
Small-Demand	1,069,938	858,435	(211,504)	-19.77%	6,124,638	4,482,213	(1,642,425)	-26.82%
Large	716,707	658,411	(58,295)	-8.13%	4,166,800	3,413,304	(753,496)	-18.08%
Public St. Lites	130,980	87,189	(43,791)	-33.43%	741,908	458,479	(283,429)	-38.20%
Sub-total	**2,067,643**	**1,722,078**	**(345,565)**	**-16.71%**	**11,912,941**	**8,968,355**	**(2,944,586)**	**-24.72%**
Total-Civilian	**12,534,298**	**11,189,138**	**(1,345,159)**	**-10.73%**	**76,968,716**	**58,645,779**	**(18,322,937)**	**-23.81%**
USN	3,558,449	3,058,942	(499,507)	-14.04%	21,227,998	15,366,119	(5,861,879)	-27.61%
Grand Total	**16,092,747**	**14,248,081**	**(1,844,666)**	**-11.46%**	**98,196,714**	**74,011,898**	**(24,184,816)**	**-24.63%**
% of Total Revenues	55.85%	50.22%			55.90%	47.80%		
Grand Total								
Residential	7,539,042	8,255,658	716,616	9.51%	48,325,878	45,873,312	(2,452,566)	-5.08%
Small General-Non-Demand	1,406,300	1,647,869	241,569	17.18%	8,905,040	9,408,937	503,897	5.66%
Small General-Demand	3,943,557	3,674,304	(269,253)	-6.83%	24,162,700	20,019,638	(4,143,062)	-17.15%
Large	6,199,876	5,370,285	(829,592)	-13.38%	37,199,339	30,468,327	(6,731,012)	-18.09%
Independent Power Producers	12,903	17,451	4,548	35.24%	71,753	106,332	34,579	48.19%
Private St. Lites	28,573	25,012	(3,562)	-12.46%	183,023	156,630	(26,394)	-14.42%
Sub-total	**19,130,252**	**18,990,578**	**(139,674)**	**-0.73%**	**118,847,734**	**106,033,175**	**(12,814,558)**	**-10.78%**
Government					-			
Small_Non Demand	326,555	289,226	(37,328)	-11.43%	1,914,671	1,628,343	(286,328)	-14.95%
Small-Demand	2,174,386	1,956,870	(217,716)	-10.01%	12,446,816	11,029,161	(1,417,655)	-11.39%
Large	1,425,574	1,454,690	29,116	2.04%	8,288,025	8,066,417	(221,608)	-2.67%
Public St. Lites	517,697	447,332	(70,365)	-13.59%	2,932,396	2,744,733	(187,663)	-6.40%
Sub-total	**4,444,211**	**4,147,918**	**(296,293)**	**-6.67%**	**25,581,908**	**23,468,654**	**(2,113,254)**	**-8.26%**
Total-Civilian	**23,574,463**	**23,138,496**	**(435,967)**	**-1.85%**	**144,429,642**	**129,501,829**	**(14,927,812)**	**-10.34%**
USN	5,238,330	5,232,508	(5,823)	-0.11%	31,249,360	25,326,463	(5,922,897)	-18.95%
Grand Total	**28,812,793**	**28,371,004**	**(441,790)**	**-1.53%**	**175,679,001**	**154,828,292**	**(20,850,710)**	**-11.87%**
	-	-	-					

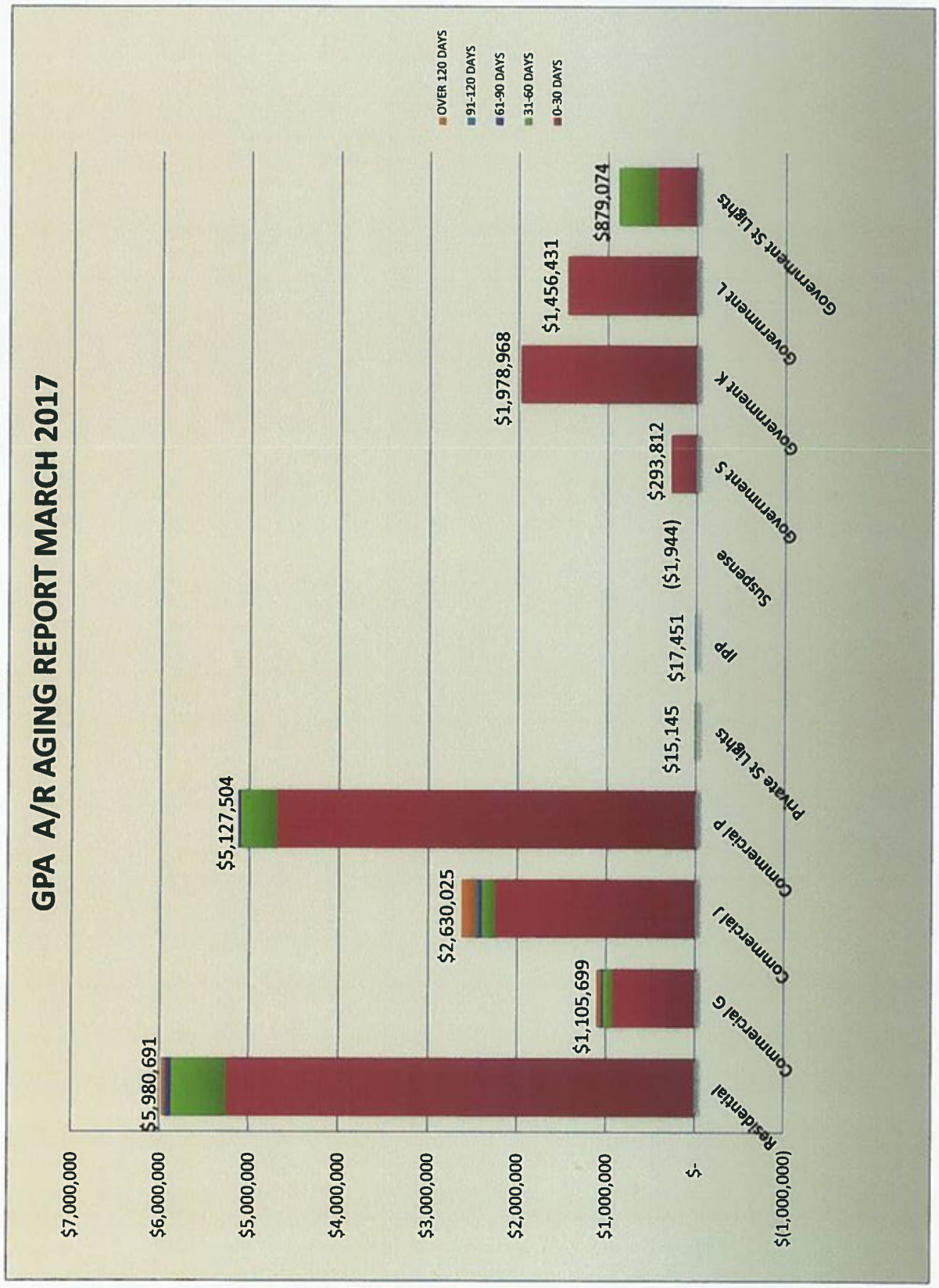
	YTD REVENUES - CURRENT YEAR VS PRIOR YEAR				MTD REVENUES - CURRENT YEAR VS PRIOR YEAR			
	ACTUALS - 6 MONTHS ENDED MARCH 31				ACTUALS - MONTH ENDED MARCH 31			
	2017	2016	VARIANCE	% VARIANCE	2017	2016	VARIANCE	% VARIANCE
KWH								
Residential	240,570,451	228,708,602	11,861,849	5.19%	40,911,781	38,724,045	2,187,736	5.65%
Small General-Non-Demand	40,594,512	38,034,839	2,559,673	6.73%	6,767,505	6,643,435	124,070	1.87%
Small General-Demand	93,306,665	93,770,588	(463,923)	-0.49%	16,300,307	15,655,021	645,287	4.12%
Large	155,603,304	152,683,784	2,919,520	1.91%	26,173,462	25,281,406	892,056	3.53%
Independent Power Producers	518,040	389,101	128,938	33.14%	83,841	(7,624)	91,465	-1199.74%
Private St. Lites	244,710	312,713	(68,003)	-21.75%	34,097	52,898	(18,801)	-35.54%
Sub-total	530,837,682	513,899,626	16,938,055	3.30%	90,270,993	86,349,181	3,921,813	4.54%
Government								
Small_Non Demand	6,641,796	6,388,505	253,291	3.96%	1,123,675	1,085,055	38,620	3.56%
Small-Demand	48,438,749	45,518,165	2,920,584	6.42%	8,171,598	7,915,800	255,798	3.23%
Large	36,763,223	34,384,397	2,378,826	6.92%	6,340,287	5,861,708	478,579	8.16%
Public St. Lites	4,966,126	5,659,841	(693,716)	-12.26%	829,968	998,928	(168,959)	-16.91%
Sub-total	96,809,894	91,950,908	4,858,986	5.28%	16,465,529	15,861,491	604,038	3.81%
Total-Civilian	627,647,576	605,850,534	21,797,041	3.60%	106,736,522	102,210,671	4,525,851	4.43%
USN	158,051,383	157,975,364	76,019	0.05%	28,394,970	26,723,828	1,671,142	6.25%
Grand Total	785,698,959	763,825,898	21,873,061	2.86%	135,131,492	128,934,499	6,196,993	4.81%
Non-Oil Yield								
Residential	0.096793	0.096885	-0.000092	-0.10%	0.096741	0.096830	-0.000090	-0.09%
Small General-Non-Demand	0.137734	0.137639	0.000095	0.07%	0.138446	0.136826	0.001620	1.18%
Small General-Demand	0.120794	0.120653	0.000141	0.12%	0.120398	0.120615	-0.000218	-0.18%
Large	0.102927	0.104196	-0.001269	-1.22%	0.100708	0.104825	-0.004117	-3.93%
Independent Power Producers	0.000000	0.115721	-0.115721	-100.00%	0.106449	-0.029355	0.135804	-462.63%
Private St. Lites	0.548448	0.457915	0.090531	19.77%	0.628506	0.450184	0.178322	39.61%
Sub-total	0.106164	0.106644	-0.000481	-0.45%	0.105499	0.106788	-0.001289	-1.21%
Government								
Small_Non Demand	0.152667	0.152875	-0.000208	-0.14%	0.152342	0.149168	0.003174	2.13%
Small-Demand	0.135159	0.136155	-0.000996	-0.73%	0.134397	0.133162	0.001235	0.93%
Large	0.126570	0.129338	-0.002768	-2.14%	0.125590	0.129051	-0.003461	-2.68%
Public St. Lites	0.460370	0.383184	0.077186	20.14%	0.433924	0.364898	0.069026	18.92%
Sub-total	0.149781	0.149973	-0.000192	-0.13%	0.147328	0.147332	-0.000004	0.00%
Total-Civilian	0.112891	0.113220	-0.000329	-0.29%	0.111952	0.113080	-0.001128	-1.00%
USN	0.063020	0.060695	0.002325	3.83%	0.076548	0.058730	0.017818	30.34%
Grand Total	0.102859	0.102357	0.000502	0.49%	0.104512	0.101815	0.002698	2.65%
Non-Oil Revenues								
Residential	23,285,429	22,158,432	1,126,997	5.09%	3,957,834	3,749,663	208,171	5.55%
Small General-Non-Demand	5,591,231	5,235,075	356,156	6.80%	936,936	908,993	27,943	3.07%
Small General-Demand	11,270,877	11,313,709	(42,832)	-0.38%	1,962,520	1,888,234	74,286	3.93%
Large	16,015,737	15,909,033	106,704	0.67%	2,635,873	2,650,123	(14,250)	-0.54%
Independent Power Producers	58,268	45,027	13,241	29.41%	8,925	224	8,701	3888.02%
Private St. Lites	134,210	143,196	(8,986)	-6.28%	21,430	23,814	(2,384)	-10.01%
Sub-total	56,355,751	54,804,472	1,551,279	2.83%	9,523,517	9,221,050	302,467	3.28%
Government								
Small_Non Demand	1,013,984	976,644	37,339	3.82%	171,183	161,856	9,327	5.76%
Small-Demand	6,546,948	6,197,520	349,428	5.64%	1,098,235	1,054,082	44,153	4.19%
Large	4,653,113	4,447,203	205,910	4.63%	796,279	756,459	39,820	5.26%
Public St. Lites	2,286,254	2,168,758	117,496	5.42%	380,143	384,507	(4,364)	-1.20%
Sub-total	14,500,299	13,790,125	710,174	5.15%	2,425,840	2,336,904	88,936	3.81%
Total-Civilian	70,856,051	68,594,597	2,261,453	3.30%	11,949,357	11,557,954	391,403	3.39%
USN	9,960,343	9,588,301	372,043	3.88%	2,173,566	1,569,488	604,077	38.49%
Grand Total	80,816,394	78,182,898	2,633,496	3.37%	14,122,923	13,127,443	995,480	7.58%
% of Total Revenues								
Oil Revenues								
Residential	22,587,883	22,830,792	(242,909)	-1.06%	4,297,823	3,354,008	943,818	28.14%
Small General-Non-Demand	3,817,706	3,783,745	33,961	0.90%	710,933	575,408	135,525	23.55%
Small General-Demand	8,748,761	9,359,649	(610,888)	-6.53%	1,711,784	1,355,353	356,432	26.30%
Large	14,452,591	15,300,416	(847,825)	-5.54%	2,734,412	2,179,117	555,295	25.48%
Independent Power Producers	48,064	38,175	9,889	25.91%	8,526	(813)	9,339	-1149.17%
Private St. Lites	22,420	31,596	(9,176)	-29.04%	3,582	4,582	(1,000)	-21.82%
Sub-total	49,677,424	51,344,372	(1,666,948)	-3.25%	9,467,060	7,467,652	1,999,409	26.77%
Government								
Small_Non Demand	614,360	645,211	(30,851)	-4.78%	118,043	93,980	24,063	25.60%
Small-Demand	4,482,213	4,581,828	(99,615)	-2.17%	858,435	685,611	172,823	25.21%
Large	3,413,304	3,425,303	(12,000)	-0.35%	658,411	501,851	156,561	31.20%
Public St. Lites	458,479	571,429	(112,950)	-19.77%	87,189	86,520	669	0.77%
Sub-total	8,968,355	9,223,771	(255,416)	-2.77%	1,722,078	1,367,962	354,116	25.89%
Total-Civilian	58,645,779	60,568,143	(1,922,364)	-3.17%	11,189,138	8,835,614	2,353,525	26.64%
USN	15,366,119	15,885,484	(519,365)	-3.27%	3,058,942	1,830,250	1,228,692	67.13%
Grand Total	74,011,898	76,453,627	(2,441,729)	-3.19%	14,248,081	10,665,864	3,582,217	33.59%
% of Total Revenues								
Grand Total								
Residential	45,873,312	44,989,224	884,088	1.97%	8,255,658	7,103,669	1,151,989	16.22%
Small General-Non-Demand	9,408,937	9,018,820	390,117	4.33%	1,647,869	1,484,401	163,468	11.01%
Small General-Demand	20,019,638	20,673,358	(653,720)	-3.16%	3,674,304	3,243,588	430,716	13.28%
Large	30,468,327	31,209,449	(741,121)	-2.37%	5,370,285	4,829,239	541,045	11.20%
Independent Power Producers	106,332	83,202	23,130	27.80%	17,451	(589)	18,040	-3063.55%
Private St. Lites	156,630	174,792	(18,162)	-10.39%	25,012	28,395	(3,384)	-11.92%
Sub-total	106,033,175	106,148,844	(115,669)	-0.11%	18,990,578	16,688,702	2,301,876	13.79%
Government								
Small_Non Demand	1,628,343	1,621,855	6,488	0.40%	289,226	255,836	33,390	13.05%
Small-Demand	11,029,161	10,779,347	249,813	2.32%	1,956,670	1,739,694	216,976	12.47%
Large	8,066,417	7,872,506	193,911	2.46%	1,454,690	1,258,310	196,381	15.61%
Public St. Lites	2,744,733	2,740,187	4,546	0.17%	447,332	451,027	(3,695)	-0.82%
Sub-total	23,468,654	23,013,896	454,758	1.98%	4,147,918	3,704,866	443,052	11.96%
Total-Civilian	129,501,829	129,162,740	339,089	0.26%	23,138,496	20,393,568	2,744,928	13.46%
USN	25,326,463	25,473,785	(147,322)	-0.58%	5,232,508	3,399,739	1,832,769	53.91%
Grand Total	154,828,292	154,636,525	191,767	0.12%	28,371,004	23,793,307	4,577,697	19.24%


GPA - T and D Losses (MWH) Without Renewables
For the Last 7 Years thru 03.31.17
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
113,279
117,269
103,049
85,295
79,267
78,281
81,858
6.62%
6.85%
5.99%
4.95%
4.65%
5.21%
5.39%
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
Moving 12 Months
T and D Losses (MWH)
T and D Losses (% to Gross Gen.)


GPA - T and D Losses (MWH) With Renewables
For the Last 7 Years thru 03.31.17
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
113,279
117,269
103,049
85,295
79,267
78,281
81,858
6.62%
6.85%
5.99%
4.95%
4.65%
4.55%
4.68%
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17 Moving 12 Months
T and D Losses (MWH)
T and D Losses (% to Gross Gen.)


GPA - Station Usage(MWH) Without Renewables
For the Last 7 Years Thru 03.31.17
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
96,872
97,739
86,765
83,701
83,060
64,952
66,827
5.66%
5.71%
5.05%
4.86%
4.87%
4.32%
4.40%
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
Moving 12 Months
Station Use (MWH)
% to Gross Generation


GPA - Station Usage(MWH) With Renewables
For the Last 7 Years Thru 03.31.17
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
96,872
97,739
86,765
83,701
83,060
64,952
66,827
5.66%
5.71%
5.05%
4.86%
4.87%
3.77%
3.82%
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
Station Use (MWH)
% to Gross Generation


GPA A/R AGING REPORT MARCH 2017
OVER 120 DAYS
91-120 DAYS
61-90 DAYS
31-60 DAYS
0-30 DAYS
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
$(1,000,000)
$5,980,691
$5,127,504
$2,630,025
$1,105,699
$15,145
$17,451
($1,944)
$293,812
$1,978,968
$1,456,431
$879,074
Residential
Commercial G
Commercial J
Commercial P
Private St Lights
IPP
Suspense
Government S
Government K
Government L
Government St Lights

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GPA RESOLUTION 2017-12

RELATIVE TO THE WRITE-OFF OF GUAM POWER AUTHORITY RECEIVABLES DETERMINED TO BE UNCOLLECTIBLE

WHEREAS, the Guam Power Authority (GPA) is a revenue generating, government owned utility; and

WHEREAS, the Authority's main source of revenue is billings for the sales of electricity from GPA's customer base; and

WHEREAS, although utilities make best efforts to minimize losses resulting from uncollectible accounts, the service nature of utility activities makes it impossible to prevent such losses once an account has become inactive (disconnected); and

WHEREAS, the GPA Customer Service division has made significant strides towards eliminated losses resulting from uncollectible accounts and has brought GPA to a bad debt loss level that is consistent with the best utilities in the country; and

WHEREAS, it is standard practice for utilities to review their accounts receivable records from time to time to remove accounts that have been determined by the utility to be uncollectible; and

WHEREAS, GPA last wrote off Fiscal Year 2011 uncollectible accounts in March 2015; and

WHEREAS, GPA's Chief Financial Officer has reviewed outstanding accounts from October 1, 2010 to September 30, 2016 and has determined that the following amounts should be written off; and

FY2012	**$ 738,246.38**
FY2013	**1,015,790.95**
FY2011 and prior years not yet written-off	**1,249,780.74**
Total Proposed Write-Off	**$ 3,003,818.07**

WHEREAS, all of these amounts have been charged to bad debt expense during each fiscal year and this write-off action will not have any further impact on GPA's statement of revenues and expenses; and

WHEREAS, the write-off of an account does not preclude GPA from continuing to collect on any bad debt in the event that a customer whose account has been written off returns to the utility to apply for service and GPA has a procedure in place to ensure that such bad debts will be recovered prior to such application.

NOW, THEREFORE BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:

1. The GPA Chief Financial Officer is authorized to write-off $3,003,818.07 in accounts receivable that have been determined to be uncollectible.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:

_____

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

_____

J. GEORGE BAMBA
Secretary
Consolidated Commission on Utilities

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-12:

Relative to the Write-Off of Guam Power Authority Receivables Determined to be Uncollectible

What is the project's objective? Is it necessary and urgent?

The Guam Power Authority (GPA) is a revenue generating, government owned utility and the main source of revenue is billings for the sales of electricity from GPA's customer base.

Although utilities make best efforts to minimize losses resulting from uncollectible accounts, the service nature of utility activities makes it impossible to prevent such losses once an account has become inactive (disconnected). GPA Customer Service division has made significant strides towards eliminated losses resulting from uncollectible accounts and has brought GPA to a bad debt loss level that is consistent with the best utilities in the country.

It is standard practice for utilities to review their accounts receivable records from time to time to remove accounts that have been determined by the utility to be uncollectible. GPA last wrote off Fiscal Year 2011 uncollectible accounts in March 2015.

GPA's Chief Financial Officer has reviewed outstanding accounts from October 1, 2010 to September 30, 2016 and has determined that the following amounts should be written off and

How much will it cost?

FY2012	**$ 738,246.38**
FY2013	**$ 1,015,790.95**
FY2011 and prior years not yet written-off	**$ 1,249,780.74**
Total Proposed Write-Off:	**$ 3,003,818.07**

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GPA RESOLUTION 2017-13

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO EXERCISE THE OPTION TO EXTEND ITS CONTRACT FOR PROFESSIONAL PRINTING, MAILING AND PROCESSING SERVICES

WHEREAS, on April 6, 2016, the Guam Power Authority (GPA) entered into a contract with Graphic Center, Inc. to provide professional printing, mailing and processing services of approximately 50,000 electric power billings each month; and

WHEREAS, the original contract became effective on April 18, 2016 for a one (1) year period from the date of award of the contract with the option to extend the contract for four (4) additional one-year periods; and

WHEREAS, the cost of this contract is $0.396/single page invoice with an estimated annual total of approximately $240,000.00 per year; and

WHEREAS, the total cost of the first base year and the option to exercise the extension of four (4) additional one-year periods is estimated to be $1,200,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities the approval as follows;

1. The General Manager is authorized to exercise the option to extend the (Graphic Center) Professional Printing, Mailing and Processing Services Contract for a period of up to four (4) additional one-year periods.
2. The contract price projected total for the current base year with the four (4) year extension is $1,200,000.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS Chairperson Consolidated Commission on Utilities	**J. GEORGE BAMBA** Secretary Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I**, J. George Bamba**, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-13:

Relative to Authorizing Management of GPA to Exercise the Option to Extend its Contract for Professional Printing, Mailing and Processing Services

What is the project's objective? Is it necessary and urgent?

On April 6, 2016, the Guam Power Authority (GPA) entered into a contract with Graphic Center, Inc. to provide professional printing, mailing and processing services of approximately 50,000 electric power billings each month.

The original contract became effective on April 18, 2016 for a one (1) year period from the date of award of the contract with the option to extend the contract for four (4) additional one-year periods.

How much will it cost?

The cost of this contract is $0.396/single page invoice with an estimated annual total of approximately $240,000.00 per year.

The total cost of the first base year and the option to exercise the extension of four (4) additional one-year periods is estimated to be $1,200,000.00.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Resolution No. 2017-14
AUTHORIZING THE GUAM POWER AUTHORITY TO PROCEED WITH THE PURCHASE OF BUCKET TRUCKS TO REPLACE EXISTING BUCKET TRUCKS PENDING SALVAGE

WHEREAS, GPA is committed to providing economically sound and reliable vehicles and equipment to service the island's power system; and

WHEREAS, GPA seeks to maintain efficiency by replacing aged service vehicles and by providing reliable equipment to allow line crews to conduct repairs and maintenance on the transmission and distribution system in an efficient and cost effective manner; and

WHEREAS, Three bucket trucks within the current fleet are beyond reasonable economical repair with extensive repairs required on the engines and aerial units as well as beyond their life expectancies with an average age of more than 18 years; and

WHEREAS, the Authority seeks to procure three new 55-Foot Bucket Trucks to replace the equipment to be salvaged;

WHEREAS, the new Bucket Trucks will give the Authority's Transmission & Distribution personnel the capability and capacity to perform new installations to support customer growth and to maintain the power system in a safe and efficient manner; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure three (3) new 55-Foot Bucket Trucks through Bid Invitation No. GPA-044-17 providing the specifications for the bucket trucks and the information required of each offeror; and

WHEREAS, Morrico Equipment and MidPac Far East submitted bids for GPA's consideration; and

WHEREAS, the GPA Evaluation Committee determined Morrico Equipment to be the lowest responsive bidder for supply of three 55-foot Bucket Trucks at a cost of $220,855 each and a total cost of $662,565; and

WHEREAS, GPA has secured CCU and PUC approval under Revenue General Plant Capital Improvement Funds to procure these bucket trucks; and

WHEREAS, GPA is seeking approval from the Consolidated Commission on Utilities to award the contract to Morrico Equipment.

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. After careful consideration, the Consolidated Commission on Utilities finds the procurement of three 55-Foot Bucket Trucks with Morrico Equipment to be reasonable and prudent to replace bucket trucks to be salvaged from GPA's fleet.
2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority up to $662,565 for the purpose of procuring three 55-Foot Bucket Trucks from Morrico Equipment

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY and REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY, 2017.

Certified by:	**Attested by:**
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairman	**CCU Board Secretary**

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

Issues for Decision

Resolution No. 2017-14:

Relative to Authorizing the Guam Power Authority to purchase three 55' bucket trucks to replace existing bucket trucks pending salvage.

What is the project's objective and is it necessary and urgent?

The objective of the purchase is to maintain efficiency by replacing aged bucket trucks and to provide reliable equipment to allow line crews to conduct repairs and maintenance on the transmission and distribution system in an efficient and cost effective manner. Unreliable equipment translates to extended outages and longer response times.

Official #	Description	Year	Repair Assessment
3637	Bucket Truck(IHC)	24 years (1993)	Lower boom overhaul and suspension repairs
4517	Bucket Truck(Freightliner)	10 years (2007)	Complete aerial overhaul
4661	Bucket Truck(IHC)	22 years (1995)	Engine replacement

Where is it at?

Bucket trucks will service the transmission and distribution system island wide.

How much will it cost?

Item	Vendor	Qty	Unit Cost	Extended Cost
55' Bucket Truck	Morrico Equipment	3	$220,855.00	$662,565.00

When will it be completed?

Delivery is set at 360 days after Notice to Proceed

What is its funding source?

FY17 General Plant Capital Improvement Project Budget as approved by the CCU and PUC

The RFP/BID responses:

Two bids were received

1. **Morrico Equipment**
2. **MidPac Far East**

Page 1 of 1 Pages

Number of Invitations Issued 4
Number of Bids Received 2

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number GPA-044-17
Opening Date 04/06/17 Opening Time 2:00 P.M.

Description of Supplies or Services: NEW 2017 15' BUCKET TRUCKS.

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	QTY	UNIT	DELIVERY	MFG
				1.0	3	EACH	360 CALENDAR DAYS ARO	
1.)	Mid Pac Far East			(Basic)	$250,020.00			
	Standby Letter of Credit #01-SB-1307				Paccar / Kenworth T-970 Altec / Altec AM60			
	$120,000.00; Affidavit Major Shareholder				360 Calendar Days ARO			
	Non-Collusion, No kickback, Ethical			ALT	$244,200.00			
	Standard, Wage Determination, Sex Offender				Paccar / Kenworth T370 / Altec / Altec AM55			
	Local Preference, Literature				360 Calendar Days ARO			
2.)	Morrico Equipment				$220,855.00			
	Bid Bond # K1C-14357-B 15% of Total				Freightliner / Terex			
	Bid Amount, Certificate of Authority,				HT2106 Classic SC455 Aerial Lift			
	Major Shareholder, Non-Collusion,				360 Calendar Days ARO			
	No kickback, Ethical Standards, Wage							
	Determination, Sex Offender, Local Preference,							
	Business License, Literature							

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By J. Myers Date 04/06/17

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) circled above)

BASIS FOR AWARD

- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

NAMES OF PERSONS PRESENT AT THE BID OPENING AND WHOM THEY REPRESENT
(It is not necessary to fill in this portion if data is recorded elsewhere)

Mark S. Cave MPFE
Jennifer Cabuhat — Morrico Equipment
Rene Molinos — Morrico Equipment

ADMINISTRATIVE STATEMENT ***(When applicable)***

GUAM CCU

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

May 19, 2017

MEMORANDUM

TO: Members, Consolidated Commission on Utilities

FROM: Recording Secretary

SUBJECT: REPORT OF POLL VOTES FOR RESOLUTION 2017-15
AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED WITH THE PROCUREMENT OF ADDITIONAL ULTRA LOW SULFUR DIESEL (ULSD) PRODUCT TO BE SUPPLIED AND DELIVERED BY IP&E GUAM, INC.

This is to certify that a POLL VOTE was conducted via email on MAY 18, 2017 relative to above subject matter. I attest that the vote below is true and correct and submit email/s dated May 18 & 19, 2017 as support document for this poll vote.

Commissioner	Y/N	Initials	Time/Date	Vote Rec'd Via
Francis Santos	Yes		5/18/17 1:07 p.m.	Email
Judi Guthertz	Yes		5/18/17 1:06 p.m.	Email
Joey Duenas	Yes		5/18/17 3:39 p.m.	Email
George Bamba	Abstained		5/18/17 3:41	Email
Simon Sanchez	Yes		5/19/17 2:05 p.m.	Email

Attested by:

B. Lou Sablan. CCU Recording Secretary

Concurred by:

John Benavente, GPA GM

Bernadette Lou Sablan

From: Chilang F Unpingco
Sent: Thursday, May 18, 2017 3:29 PM
To: Bernadette Lou Sablan
Subject: FW: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION
Attachments: image001.jpg

Ms Lou - see emails below...

Cecilia (CHILANG) Fejeran-Unpingco
Administrative Officer
General Manager's Executive Office
GUAM POWER AUTHORITY
Tel: (671) 648-3228
Fax: (671) 648-3290
****

-----Original Message-----
From: Kelly Clark [mailto:koclark@guamwaterworks.org]
Sent: Thursday, May 18, 2017 1:29 PM
To: Joyce N Sayama; Chilang F Unpingco
Subject: FW: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

Put respetu,
Kelly O. Clark
General Counsel
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
Telephone No.: (671) 300-6853 cell: 671-480-4224 E-mail address: koclark@guamwaterworks.org
****

-----Original Message-----
From: Francis Santos (CCU Member) [mailto:Francis.Santos@gpagwa.com]
Sent: Thursday, May 18, 2017 1:07 PM
To: Kelly Clark <koclark@guamwaterworks.org>
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

As requested, this email will serve as my approval.

Sent from my iPad

> On May 18, 2017, at 11:13 AM, Kelly Clark <koclark@guamwaterworks.org>
wrote:
>
> Hafa Adai, Commissioners

1

sent free of any virus or other defect that might affect any computer system into which it is received and opened. It is, however, the recipient's responsibility to ensure that the e-mail transmission and any attachments are virus free, and the sender accepts no responsibility for any damage that may in any way arise from their use.

From: Judith Gutherz [mailto:judithguthertz@gmail.com]
Sent: Thursday, May 18, 2017 1:06 PM
To: Kelly Clark <koclark@guamwaterworks.org>
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

Yes I am in favor. Judith Guthertz

PLEASE UPDATE YOUR ADDRESS BOOK AS I HAVE CHANGED MY EMAIL ADDRESS TO: judithguthertz@gmail.com *

On May 18, 2017, at 11:13 AM, Kelly Clark <koclark@guamwaterworks.org> wrote:

> Hafa Adai, Commissioners
>
> As acting GC for GPA this week, I am sending this matter out for a poll vote on a resolution to deal with an emergency situation that has arisen regarding diesel fuel inventories. As you will see from reading the justification and resolution, the primary supplier of Ultra Low Sulfur Diesel to GPA is unable to supply critical inventories under their contract. In fact, that vendor may run out of inventory as soon as tommorow. GPA has arranged with another vendor to supplement that inventory through an existing contract we have with them. Should the poll voting result in the authorization requested, that vote can be ratified at the next CCU meeting scheduled for next week.
>
> Thank you for your attention to this matter. As always, should you have any questions, please feel free to contact me at any time.
>
> Respectfully,
>
> Kelly
>
> <image001.jpg>
>
> Put respetu,
>
> *Kelly O. Clark*
> *General Counsel*
> *Guam Waterworks Authority*
> *Gloria B. Nelson Public Service Building*
> *688 Route 15*
> *Mangilao, Guam 96913*
> *Telephone No.: (671) 300-6853 cell: 671-480-4224*
> *E-mail address: koclark@guamwaterworks.org*
>
> The information contained in this message and any accompanying attachments may contain privileged, private and/or confidential information protected by local, state and federal law. This message and any attachments are intended for the designated recipient only. If you have received this information in error, please notify the sender immediately and return or destroy the information. You may contact sender at (671) 300-6853. This e-mail transmission and any attachments are believed to have been sent free of any virus or other defect that might affect any computer system into which it is received and opened. It is, however, the recipient's responsibility to ensure that the e-mail transmission and any attachments are virus free, and the sender accepts no responsibility for any damage that may in any way arise from their use.

Bernadette Lou Sablan

From: J. George Bamba <georgebamba@hotmail.com>
Sent: Thursday, May 18, 2017 3:41 PM
To: Kelly Clark; Joseph Duenas
Cc: John J.E.. Kim; Melinda R Camacho; CCU Board Members; Francis Santos; judiguthertz@pticom.com; George Bamba; John M Benavente; Joyce N Sayama; Judith Guthertz; gdcmgr@ite.net; Joseph T. Duenas; John J Cruz, Jr.; Bernadette Lou Sablan
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

I abstain. Thanks for your understanding.
Blessings,
George

Get Outlook for iOS

From: Joseph Duenas <jtduenas@hotmail.com>
Sent: Thursday, May 18, 2017 3:39:15 PM
To: Kelly Clark
Cc: jtduenas@gpagwa.com; Francis Santos; George Bamba; Judith Guthertz; judiguthertz@pticom.com; gdcmgr@ite.net; CCU@gpagwa.com; Joyce N Sayama; John M Benavente; Bernadette Lou Sablan; John J.E.. Kim; Melinda R Camacho; John J Cruz, Jr.
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

Kelly,

I vote yes. Thank you.

Joey

Sent from my iPad

> On May 18, 2017, at 11:13 AM, Kelly Clark <koclark@guamwaterworks.org> wrote:
>
> Hafa Adai, Commissioners
>
> As acting GC for GPA this week, I am sending this matter out for a poll vote on a resolution to deal with an emergency situation that has arisen regarding diesel fuel inventories. As you will see from reading the justification and resolution, the primary supplier of Ultra Low Sulfur Diesel to GPA is unable to supply critical inventories under their contract. In fact, that vendor may run out of inventory as soon as tommorow. GPA has arranged with another vendor to supplement that inventory through an existing contract we have with them. Should the poll voting result in the authorization requested, that vote can be ratified at the next CCU meeting scheduled for next week.
>
> Thank you for your attention to this matter. As always, should you have any questions, please feel free to contact me at any time.
>
> Respectfully,
>
> Kelly
>
> [cid:image003.jpg@01CE10DC.DBC01050]
> Put respetu,
> Kelly O. Clark
> General Counsel

1

Bernadette Lou Sablan

From: Simon Sanchez <gdcmgr@guamdrycleaners.com>
Sent: Friday, May 19, 2017 2:05 PM
To: Bernadette Lou Sablan
Cc: Beatrice P. Limtiaco; Joyce N Sayama; CCU Board Members; John M Benavente; Kelly Clark; John J.E.. Kim; Melinda R Camacho; John J Cruz, Jr.
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

I also vote yes

Simon says

> On May 18, 2017, at 10:24 PM, Bernadette Lou Sablan <l.sablan@gpagwa.com> wrote:
>
> Hi Tricee,
>
> Attached is the POLL VOTE report to date for Resolution 2017-15 that was sent to the CCU, JohnB and Kelly Clark, John Kim, Melinda& John Cruz yesterday at 4:12 p.m. We have enough votes to move forward.
> I will have the report signed as concurred by JohnB and initialed by the CCU who voted at our meeting next Tuesday when the resolution is ratified.
>
> Best,
> Lou
>
> -----Original Message-----
> From: Joyce N Sayama
> Sent: Friday, May 19, 2017 7:12 AM
> To: Bernadette Lou Sablan
> Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR
> ULSD CONTRACT AND RESOLUTION
>
> Auntie lou,
>
> Tricee is requesting for results of the poll vote for procurement and their files. What is given for them to proceed?
>
> Sent from Joyce iPhone
>
>> On May 18, 2017, at 4:12 PM, Bernadette Lou Sablan <l.sablan@gpagwa.com> wrote:
>>
>> Hi Kelly,
>>
>> Confirming that Poll Vote results are 3 yes / 1 abstained thus far. Attached is official vote tally to date which will be included as support to the resolution upon ratification on May 23.
>>
>> Best,
>> Lou
>>

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017–15

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED WITH THE PROCUREMENT OF ADDITIONAL ULTRA LOW SULFUR DIESEL (ULSD) PRODUCT TO BE SUPPLIED AND DELIVERED BY IP&E GUAM, INC.

WHEREAS, the Guam Power Authority, through Resolution 2014-37 has awarded the supply of ULSD for Northern CT Plants, TEMES CT Plant, Cabras Plant, MDI Plant and Talofofo Plant to Mobil Oil Guam, Inc; and

WHEREAS, the contracted quantities of about 3.3M gallons for FY-2017 have been exceeded; and

WHEREAS, Mobil continue to supply ULSD to GPA, but with a limited allocation of about 42,000 bbl per month, or higher, if excess volume is available; and

WHEREAS, GPA currently stores about 40,000 bbls of ULSD at the leased tank at the Tristar facility as contingency inventory in the event of sudden spikes in demand due to unforeseen forced outages; and

WHEREAS, on a worse-case scenario, the estimated ULSD consumption can increase up to 4,700 barrels per day; and

WHEREAS, the current contingency inventory will only be good for about 8 days; and

WHEREAS, during the month of April 2017, in addition to the scheduled overhaul of MEC Unit8, forced outages to the Cabras 1&2 power plants for a combined outage of about 15 days increased the ULSD consumption to about 4,700 per day; and

WHEREAS, Mobil allocation of 42,000 barrels for the month of April 2017 to GPA have been consumed and does not have excess supply for GPA; and

WHEREAS, GPA was forced to utilize the contingency inventory at the leased tank at Tristar facility; and

WHEREAS, the remaining contingency inventory in the leased storage at the Tristar Terminals will not be sufficient for the period from May up to the arrival of Mobil's ULSD shipment in June 08, 2017; and

WHEREAS, GPA intend to increase the contingency inventory to 15 days to ensure the reliability of ULSD supply to the power plants in the event of sudden spikes in demand due to unforeseen and prolonged forced outages; and

WHEREAS, the 15-day contingency inventory will require about 80,000 to 90,000 bbls of additional ULSD product; and

WHEREAS, GPA would need about 80,000 to 90,000 bbls of additional ULSD product to cover the contingency requirements for May 2017; and

WHEREAS, the remaining inventory from Mobil will only supply GPA until May 19, 2017; and

WHEREAS, about 45,000 bbls of additional ULSD product is readily available for immediate supply and delivery by IP&E Guam to other GPA sites in addition to the Tenjo Vista plant. However, it is anticipated that it will be consumed by May 29, 2017; and

Whereas IP&E have also agreed to supply an additional 60,000 bbls of ULSD to for shipment to GPA before May 29,2017 to cover the immediate need for additional ULSD supply for the period from May 29 thru June 8, 2017; and

WHEREAS, the service fee offer for the supply and delivery of the additional ULSD product from IP&E shall be $0.17 gallon; and

WHEREAS, GPA has determined the IP&E offer to be fair and reasonable; and

WHEREAS, the total estimated cost for about 105,000 bbls of ULSD that will be supplied by IP&E is about $8,000,000; and

WHEREAS, additional ULSD product is necessary to help ensure that GPA ULSD Fuel supply is continuous and uninterrupted in the event of sudden spikes in demand due to extended forced outages to the baseload plants; and

WHEREAS, GPA is seeking the approval of the CCU to procure the additional ULSD product to be supplied and delivered by IP&E Guam until the expiration of the current contract in December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES subject to the review and approval of the Public Utilities Commission as follows:

1. The General Manager is authorized to proceed with the procurement of additional ULSD product to be supplied and delivered by IP&E Guam.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

SECRETARY'S CERTIFICATE

I, J. GEORGE BAMBA, Secretary, Consolidated Commission on Utilities hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted via POLL VOTE of the members of Guam's Consolidated Commission on Utilities, initiated on _____ for which all members were attempted to be contacted.

Via said poll vote, said resolution was adopted by the following vote:

Ayes:

Nays:

Abstained:

No response:

Said original resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

SO CERTIFIED this _____ day of _____, 2017.

_____

J. GEORGE BAMBA

Secretary, Consolidated Commission on Utilities

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-15:
Ratification of Poll Vote on Additional ULSD Fuel and Lease of Addt. Storage Tank

What is the project's objective? Is it necessary and urgent?

The Guam Power Authority, through Resolution 2014-37 has awarded the supply of ULSD for Northern CT Plants, TEMES CT Plant, Cabras Plant, MDI Plant and Talofofo Plant to Mobil Oil Guam, Inc. The contracted quantities of about 3.3M gallons for FY-2017 have been exceeded. Mobil continue to supply ULSD to GPA, but with a limited allocation of about 42,000 bbl per month, or higher, if excess volume is available. GPA currently stores about 40,000 bbls of ULSD at the leased tank at the Tristar facility as contingency inventory in the event of sudden spikes in demand due to unforeseen forced outages. On a worse-case scenario, the estimated ULSD consumption can increase up to 4,700 barrels per day, and the current contingency inventory will only be good for about 8 days. During the month of April 2017, in addition to the scheduled overhaul of MEC Unit 8, forced outages to the Cabras 1&2 power plants for a combined outage of about 15 days increased the ULSD consumption to about 4,700 per day. Mobil allocation of 42,000 barrels for the month of April 2017 to GPA have been consumed and does not have excess supply for GPA. GPA was forced to utilize the contingency inventory at the leased tank at Tristar facility, and the remaining contingency inventory in the leased storage at the Tristar Terminals will not be sufficient for the period from May up to the arrival of Mobil's ULSD shipment in June 08, 2017.

GPA intend to increase the contingency inventory to 15 days to ensure the reliability of ULSD supply to the power plants in the event of sudden spikes in demand due to unforeseen and prolonged forced outages. The 15-day contingency inventory will require about 80,000 to 90,000 bbls of additional ULSD product. GPA would need about 80,000 to 90,000 bbls of additional ULSD product to cover the contingency requirements for May 2017. The remaining inventory from Mobil will only supply GPA until May 19, 2017. About 45,000 bbls of additional ULSD product is readily available for immediate supply and delivery by IP&E Guam to other GPA sites in addition to the Tenjo Vista plant. However, it is anticipated that it will be consumed by May 29, 2017. IP&E have also agreed to supply an additional 60,000 bbls of ULSD to for shipment to GPA before May 29,2017 to cover the immediate need for additional ULSD supply for the period from May 29 thru June 8, 2017.

How much will it cost?

The total estimated cost for about 105,000 bbls of ULSD that will be supplied by IP&E is about $8,000,000. The service fee offer for the supply and delivery of the additional ULSD product from IP&E shall be $0.17 gallon.

AMENDMENT TO THE FUEL OIL SUPPLY CONTRACT BETWEEN THE GUAM POWER AUTHORITY AND IP&E HOLDINGS, LLC

This **AMENDMENT TO THE FUEL OIL SUPPLY CONTRACT** (the "AMENDMENT"), references IFB GPA-029-14, hereinafter referred to, as amended, as the "CONTRACT", between the **GUAM POWER AUTHORITY**, hereinafter referred to as "GPA" and IP&E HOLDINGS, LLC, hereinafter referred to as "CONTRACTOR", shall become effective as of the date last signed by the GPA General Manager.

R E C I T A L S

WHEREAS, the parties entered into the CONTRACT effective January 1, 2015; and

WHEREAS, pursuant to the CONTRACT, the CONTRACTOR is to deliver certain volumes of fuel oil to GPA's Tenjo plant; and

WHEREAS, for a variety of reasons GPA's requirements for Fuel Oil at various other plants around the island are not being met by a third party supplier; and

WHEREAS, because certain baseload generators have been taken offline, GPA has been forced to utilize smaller generating units which consume far greater quantities of Fuel Oil than were foreseen at the time the CONTRACT was entered into; and

WHEREAS, CONTRACTOR has advised GPA that it is able to supply Fuel Oil in the volumes necessary to supplement the needs of GPA not being met by the third party supplier; and

WHEREAS, Section 38 (Amendment and Waiver) of the CONTRACT authorizes amendments to the CONTRACT by an instrument in writing being signed by the parties against whom enforcement of the change, waiver, alteration, amendment, discharge, or termination is sought.

NOW THEREFORE, and in consideration of the mutual covenants contained in the CONTRACT and herein, the parties hereto do hereby agree as follows:

1. CONTRACTOR agrees on or before May 19, 2017, it will purchase 45kb of ULSD, currently stored by Tristar in Tank 1909 to include the tank storage lease of that tank through December 31, 2017. On the same business day of the Contractor-Tristar purchase, Contractor will transfer title of the Fuel Oil to GPA. All cost and fees associated with the CONTRACTOR'S purchase of the Fuel Oil from Tristar will be passed through to GPA. CONTRACTOR is entitled to charge a 2% fee on this transaction.

2. CONTRACTOR will deliver and transfer title to 60kb of USLD on or before May 29, 2017. This Fuel Oil will be offloaded at F1 Dock, Apra Harbor and placed

tanks 1909 and 1924. Upon completion of delivery and confirmation of volumes, CONTRACTOR will provide and invoice for the entire shipment. The invoice price will be $76.30 per barrel.

3. CONTRACTOR will use its best efforts to deliver to various locations at GPA's direction, the FUEL OIL purchased pursuant to this AMENDMENT. The maximum delivery charge allowed under this AMENDMENT will be $0.17 per gallon.

4. Except as hereby amended, the CONTRACT shall remain in full force and effect and the provisions thereof shall apply to the transactions set forth in this AMENDMENT, except to the extent it would be manifestly unreasonable to do so. All other terms and conditions of the CONTRACT shall remain unchanged.

SO AGREED THIS_____ day of May, 2017 by:

For the Guam Power Authority

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

For IP&E Holdings, LLC

BRIAN BAMBA
MANAGING DIRECTOR

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

KELLY O. CLARK
Acting GPA GENERAL COUNSEL

CONTINGENCY FUEL INVENTORY

MAY 2016

April & May 2017 Fuel Supply Requirements

- MEC outage scheduled for April 18 through May 10
  - Minimum estimated consumption is 44,000 Bbls monthly
  - Forecast Provided to Mobil:
    - 54,239 to 62,019 bbls. for April
    - 54,673 for May
  - Forecast Provided to IP&E:
    - 9,000 bbls for April
    - 4,500 bbls for May
- GPA had contingency inventory of 40,000 bbls in Tristar Tank

Suppliers' Inventory Constraints

- Mobil's maximum inventory capacity is 42,000 bbls.
  - Difficulty predicting actual consumption due to significant variance between consumption; as low as 700 bbls daily and as high as 4,700 bbls daily
  - Actual monthly consumption between 26,000 bbls to 95,000 bbls (Historical)
  - Maximum tank capacity allocated to GPA is 42,000 bbls
    - On a worse case scenario with 2 baseload units offline, 42 kB will only last 10 days
- IP&E's maximum inventory capacity is 45,000 bbls. Did not specify maximum allocation for GPA but confirmed adequate ULSD supply available for April.

April & May 2017 Actual Fuel Consumption

- Additional outages occurred, bringing the April 2017 Total ULSD consumption to 76,048 bbls (66,414 bbls from Mobil, 9,634 bbls from IP&E)
- Initial transfer of 20,000 bbls from GPA Contingency Inventory at Tristar Tank to Mobil Tank completed on 4/21/2017
- Additional outages occurred between 4/21/2017 through May 2017 and transfer of additional 20,000 bbls from GPA Contingency Inventory at Tristar Tank completed on 5/6/2017 to ensure adequate fuel inventory before arrival of Mobil tanker

May 2017 Fuel Inventory Outlook

- Currently, GPA's contingency inventory has been consumed
- Limited supply of ULSD available from suppliers on island
  - Next ULSD Shipment estimated to arrive June 8, 2017, which includes an additional 40kB replenishment of Contingency Inventory for GPA (c/o Mobil)
- Tristar has 45,000 Bbls. In storage which could be sold to GPA.

Statistics

A	Lowest Historical Daily ULSD Consumption	544 bbls
B	Highest Historical Daily ULSD Consumption	5,476 bbls
C	Maximum Daily ULSD Available from Mobil	1, 400 bbls
D	Highest Historical less Maximum Daily ULSD Available (B – C)	4,076 bbls
E	GPA Contingency ULSD Inventory	40,000 bbls
F	Maximum Days usage of GPA Contingency ULSD Inventory	10 days (approx.)
G	No. of Days in April with additional unplanned outage of 1 baseload	13 days
H	No. of Days in April with 2nd baseload unplanned outage	3 days

Analysis

D	Highest Historical less Maximum Daily ULSD Available from Mobil (B – C)	4,076 bbls
E	GPA Contingency ULSD Inventory	40,000 bbls
F	Maximum Days usage of GPA Contingency ULSD Inventory	10 days (approx.)
I	If GPA requires 15 days Contingency ULSD Inventory, Additional Contingency ULSD Required =	20,000 bbls
J	If GPA requires 20 days Contingency ULSD Inventory, Additional Contingency ULSD Required =	40,000 bbls

Analysis

D	Highest Historical less Maximum Daily ULSD Available from Mobil (B – C)	4,076 bbls
E	GPA Contingency ULSD Inventory	40,000 bbls
F	Maximum Days usage of GPA Contingency ULSD Inventory	10 days (approx.)
I	If GPA requires 15 days Contingency ULSD Inventory, Additional Contingency ULSD Required =	20,000 bbls
J	If GPA requires 20 days Contingency ULSD Inventory, Additional Contingency ULSD Required =	40,000 bbls

ISSUE: Currently leased Tristar Tank only has capacity of 45,000 bbls.
RECOMMENDATION: Increase contingency inventory to 20 days or 80,000 bbls, and lease an additional storage tank at Tristar

Why Purchase Additional Fuel + Tank Rental?

- There is limited ULSD storage capabilities at the power plants
- Storing additional bulk fuel at GPA-leased facilities assures GPA of the availability of ULSD in the event of sudden spikes in demand due to unexpected or unplanned outages.
- Suppliers will only be required to carry adequate inventory for forecasted consumption based on planned and confirmed outages, and can focus on the logistics in delivering fuel to the various power plants
- GPA's contingency ULSD inventory is a "physical hedge" against rising diesel prices
- With GPA renting the storage tanks and carrying contingency inventory, there is potential for decrease in Premium Fee (instead of suppliers adding tank rental in premium fees)

Approval Requested:

- Immediate purchase of 45,000 Bbls. ULSD from IP&E:
  - Insert shipment of 60,000 Bbls. On May 29, 2017
  - Lease of Tristar tank until December 31, 2017
  - Delivery by tankers to plants at $0.17/gal

Alternatives Being Pursued for Longer Term

- Convert Cabras 3&4 Day Tank (20,000 BBL. Capacity):
  - To be cleaned, inspected, repaired and converted to ULSD storage
  - Cleaning, Inspection & Repair and Fueling would take several months. GPA to complete by January 2018.
  - Construct new pipeline from Cabras 3&4 tanks directly to TEMES7.
- Replace pipeline between Navy Tie-in and TEMES 7:
  - This would allow feeding TEMES directly from the Leased Tanks instead of tankers.
- Lease for the next 5 years Tristar's 300,000 BBL. Tank and issued one bid for GPA's annual volume. Issue separate contracts for tanker delivery to northern plant.

Invitation For Multi-Step

No. GPA-029-14

SUPPLY OF DIESEL FUEL OIL NO.2

TENJO VISTA DIESEL PLANT

Volume II

CONTRACT

TABLE OF CONTENTS

Section	Description	Page
SECTION 1.	DEFINITIONS	6
SECTION 2.	FUEL OIL TO BE SUPPLIED	9
SECTION 3.	CONTRACT TERM	9
SECTION 4.	CONTRACT PRICE	9
SECTION 5.	INVOICE PRICE DETERMINATION	11
SECTION 6.	FUEL OIL DELIVERY	12
SECTION 7.	TERMS OF PAYMENT	13
SECTION 8.	WARRANTY AND CLAIMS	13
SECTION 9.	PRODUCT AND QUALITY	14
SECTION 10.	QUANTITY AND QUALITY ASSURANCE	14
SECTION 11.	QUANTITY DETERMINATION	15
SECTION 12.	SECURITY OF SUPPLY	15
SECTION 13.	GOVERNMENT LAWS AND REGULATIONS	16
SECTION 14.	PERMITS AND RESPONSIBILITIES	17
SECTION 15.	FORCE MAJEURE	17
SECTION 16.	NOTICE TO OTHER PARTY	18
SECTION 17.	PAYMENT REQUIRED	18
SECTION 18.	PRORATION OR EQUITABLE ALLOCATION	19
SECTION 19.	ALTERNATE SUPPLY	19
SECTION 20.	RESUMPTION OF PERFORMANCE	19
SECTION 21.	GOVERNING LAW AND DISPUTES	20
SECTION 22.	CONTRACTOR'S INSURANCE	20
SECTION 23.	INDEMNITY	23
SECTION 24.	TRANSPORTATION	23
SECTION 25.	FAILURE TO SUPPLY	24
SECTION 26.	FAILUE TO PAY	24
SECTION 27.	FAILURE TO COMPLY WITH LAWS	25
SECTION 28.	DEFAULT	25
SECTION 29.	ATTORNEYS FEES	25
SECTION 30.	TERMINATION FOR CONVENIENCE	26
SECTION 31.	REMEDIES CUMMULATIVE	28
SECTION 32.	COVENANT AGAINST CONTIGENT FEES	28
SECTION 33.	NOTICE	28

SECTION 34. INTEREST OF OTHER PARTIES.....29
SECTION 35. ASSIGNMENT.....29
SECTION 36. TIME.....30
SECTION 37. SPECIFICATIONS.....30
SECTION 38. AMENDMENT AND WAIVER.....30
SECTION 39. DESCRIPTIVE HEADINGS.....31
SECTION 40. RELATIONSHIP OF PARTIES.....31
SECTION 41. NUMBER AND GENDER.....31
SECTION 42. SUCCESSORS IN INTEREST.....31
SECTION 43. PARTIAL INVALIDITY.....31
SECTION 44. EQUAL OPPORTUNITY CLAUSE.....32
SECTION 45. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRIRORY......32
SECTION 46. RESTRICTIONS AGAINST CONTRACTOR EMPLOYING CONVICTED.....32
SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.....32

SCHEDULE A PRODUCT QUALITY SPECIFICATION.....34
SCHEDULE B ESTIMATED ANNUAL PLANT REQUIREMENTS.....35
SCHEDULE C 30-DAYS MINIMUM INVENTORY REQUIREMENTS.....36

CONTRACT

ISLA PETROLEUM AND ENERGY HOLDINGS, LLC (IP&E Guam)

(CONTRACTOR)

GUAM POWER AUTHORITY

2014

IFB No. GPA-029-14

SUPPLY OF DIESEL FUEL OIL NO.2

FORMAL CONTRACT

This Agreement and Formal Contract ("Contract"), is made and entered into on the _____ day of _____, 2014 by and between:

ISLA PETROLEUM AND ENERGY HOLDINGS, LLC (IP&E Guam), hereinafter referred to as "**CONTRACTOR**", with its principal address at Suite 100, 643 Chalan San Antonio, Tamuning, Guam 96913-3644;

- and –

GUAM POWER AUTHORITY, hereinafter referred to as the **"Authority"** or **"GPA"**, a Public Corporation with its office located at 1911 Route 16, Harmon, Guam, 96911;

RECITALS

WHEREAS, the current contract for the supply of diesel fuel oil will expire on November 30, 2014; and

WHEREAS, GPA seeks to procure a new Diesel Fuel Oil No.2 Contractor for the supply of diesel fuel oil to the GPA power generating plants; and

WHEREAS, GPA has issued an Invitation For a Multi-Step Bid for the Supply of Diesel Fuel Oil No.2 under IFB GPA-029-14; and

WHEREAS, CONTRACTOR submitted a bid in response to the Invitation for Bid for the Supply of Diesel Fuel Oil No.2; and

WHEREAS, GPA, upon evaluation of the submitted bid proposals ,determined that **CONTRACTOR**. is the lowest responsive and responsible bidder for the following GPA plant location: **Tenjo Vista Diesel Plant**; and

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to supply the Diesel Fuel Oil No.2 requirements for the Authority; and

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged; **CONTRACTOR** and GPA hereby agree as follows:

SECTION 1. DEFINITIONS

"$"	The term "$" refers to currency in U.S. dollars.
"ASTM"	The term "ASTM" shall mean the American Society for Testing and Materials.
"API"	The term "API" shall mean the American Petroleum Institute.
"Barrel"	The term "Barrel" means a volume equivalent to 42 U.S. gallons.

"Gallon" The term "Gallon" means a volume in U.S. gallons equivalent to 3.78 liters or 231 cubic inches.

"Contract" The term "Contract" means the Diesel Fuel Oil No.2 Supply Contract executed as a result of IFB GPA-029-14.

"Contract Agreement (Agreement)" The written agreement between GPA and CONTRACTOR covering the Supply of Diesel Fuel Oil No.2 any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

"Contract Documents" The Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

"Contracting Officer" The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

"CONTRACTOR" The term "CONTRACTOR" as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.

"Day" A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

"Delivery Time" The total number of days or the dates stated in the Agreement for furnishing the product.

"General Manager" The General Manager is the Chief Executive Officer of the Guam Power Authority. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of the Guam Power Authority.

"Notice" The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box and file the same with the Contracting Officer.

"Procurement Officer" The General Manager of the Guam Power Authority or the General Manager's designee.

"PURCHASER" The Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

"Seller" The CONTRACTOR.

"Territory" The Territory of Guam.

"OPA'90" means the Oil Pollution Act of 1990 by the U.S. Congress.

"Platt's Asia-Pacific/ Arab Gulf Marketscan" refers to the source document for the fuel Contract pricing.

"Metric Ton" unit of mass equal to 1,000 kilograms (2,205 pounds)

"Fuel oil" means a liquid hydrocarbon product satisfying the specifications in Section 9.

"Gallon" shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.

"Receiving facility" means the GPA fuel oil receiving facility.

SECTION 2. FUEL OIL TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA**'s fuel oil requirements for power generating plants in Guam for the term of the Contract. The **estimated** total fuel oil requirement is listed in **Schedule B** and is subject to change. GPA shall reasonably notify the Contractor for any changes in the fuel oil requirements.

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **January 01, 2015**.

SECTION 3. CONTRACT TERM

The Contract Term shall be for three (3) years to commence on January 01, 2015 and shall continue until midnight of December 31, 2017 and with GPA's option to extend the contract for two (2) additional one (1) year term, renewable annually, with mutual agreement of both parties.

SECTION 4. CONTRACT PRICE

The Contract price in U.S. dollars per gallon ($/gal) for all diesel fuel oil delivered to **GPA** shall be inclusive of all costs and liabilities required to fulfill the contract. The **BID PRICE** is the sum of the **FIXED SERVICE FEE** plus the **BID REFERENCE PRICE**.

The Contract price shall increase or decrease on a cent-for-cent basis by the amount per gallon based from Platt's Asia-Pacific/ Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm, (Conversion Factor: 42 gallons per barrel).

The **BID REFERENCE PRICE** shall be the average of the effective price posted in the Platt's Asia-Pacific/ Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm (Conversion Factor: 42 gallons per barrel) for November 13, 2013.

The BID REFERENCE PRICE shall be $2.928 per U.S. gallon.

BID REFERENCE PRICE

Asia-Pacific/Arab Gulf Marketscan

November 13, 2013

Asia Products		**FOB Singapore**		
		(Low)	**(High)**	**(MOPS)**
Gasoil 10 ppm	**($/bbl)**	**122.96**	**123.00**	**122.980**

Bid Reference Price = $122.980 per barrel

= $2.928 per U.S. gallon

The contract price shall be the price indicated in the "BID PRICE".

BID PRICES:

Bid prices must be provided for each plant location listed in **Schedule B.**

A. MANDATORY BID: ULTRA-LOW SULFUR DIESEL (ULSD)

Quality must comply with the specifications listed in **Schedule A.**

ULTRA-LOW SULFUR DIESEL (ULSD)					
Plant Location	**3-year Base Period**			**2-Year Extension Options**	
	1st year ($ in 3 decimals)	**2nd year** ($ in 3 decimals)	**3rd Year** ($ in 3 decimals)	**1st yr Extn** ($ in 3 decimals)	**2nd yr Extn** ($ in 3 decimals)
1. Tenjo Vista Diesel Plant	**$3.198**	**$3.198**	**$3.198**	**$3.198**	**$3.198**

B. OPTIONAL BID: RENEWABLE FUELS

Bidders are encouraged to provide optional bids for renewable fuels such as diesel fuel blends, bio-diesel, Dimethyl Ether (DME), or other similar fuels as a less expensive alternative to ULSD.

- Bidder shall identify the type and source of renewable fuel.
- Quality shall be similar to the specifications listed in **Schedule A** and/or is acceptable to GPA.
- The renewable fuel must meet the operating requirements for the generators in order to be considered.

FUEL TYPE: _____

3-year Base Period			2-Year Extension Options	
1st year	**2nd year**	**3rd Year**	**1st yr Extn**	**2nd yr Extn**
($ in 3 decimals) $_____	**($ in 3 decimals)** $_____	**($ in 3 decimals)** $_____	**($ in 3 decimals)** $_____	**($ in 3 decimals)** $_____
(In Words)	**(In Words)**	**(In Words)**	**(In Words)**	**(In Words)**

SECTION 5. INVOICE PRICE DETERMINATION

The price invoiced to the Guam Power Authority shall be adjusted according to the periodic price changes in Platt's Asia-Pacific/ Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm.

The invoice price for the fuel delivered in any month shall be the daily average of the effective spot prices reported for the previous month in the Platt's Asia-Pacific/ Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm (referred to as the Reference Price), plus the Fixed Service Fee described above.

All price postings are at the "Price effective dates."

INVOICE PRICE CALCULATION FORMULA

INVOICE PRICE = Reference Price + Service Fee

Sample data and calculation:

Delivery Month: November 2013

(1) Sample Calculation of Reference Price:

Reference Price = Average of Previous Month's Daily MOPS
MOPS (Mid-of-Platts) = average of high and low price assessments
Previous Month : October 2013

Average of the Daily MOPS for October 2013: $125.583 per barrel

Average Price: $2.990 per gallon (rounded to three decimal places)

Reference Price for November 2013: $2.990 per gallon

(2) Sample Service Fee:

Fixed Service Fee = $0.800 per gallon (sample price)

(3) Invoice Price

Invoice Price = Reference Price + Fixed Service Fee

Invoice Price = ($2.990 + $0.800) per gallon

Invoice Price = $3.890 per gallon

This is the invoice price for fuel delivered to GPA for the sample month.

SECTION 6. FUEL OIL DELIVERY

All fuel must be delivered to the plant sites covered in this contract. Title to the fuel shall pass from the **CONTRACTOR** to **GPA** when the fuel oil has passed the **GPA** pipeline flange connecting the tanker truck delivery hose and the **GPA** storage tanks. The **CONTRACTOR** shall be available to deliver the fuel to the point of delivery as designated by GPA within twenty-

four (24) hours notice of receiving a request. **CONTRACTOR** must be available to receive and accept delivery requests during the hours of 7:00 A.M. and 5:00 P.M. daily, including weekends and holidays. The **CONTRACTOR** shall provide transfer pumps at its delivery trucks and/or whatever else may be necessary to deliver fuel to **GPA** storage tanks to the height of 45 feet. Fuel deliveries shall be on an "on call" basis and shall be during the hours of 7:00 A.M. and 11:00 P.M. daily, including weekends and holidays. **CONTRACTOR** must exercise its best efforts to deliver fuel to **GPA** to meet operational requirements regardless of the estimates provided by **GPA.**

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil shall be on the **CONTRACTOR**.

SECTION 7. TERMS OF PAYMENT

Invoices for fuel oil delivered pursuant to quantity (fuel oil receipts) and quality prescribed under the terms of this contract shall be submitted no more frequently than weekly, based on the number of gallons of fuel delivered to GPA during the preceding period. The invoices must be supported by fuel oil receipts or receiving tickets including a receipt acknowledgement from a GPA representative. The payment terms are 30 days (net) beginning on the date the invoice is received by the GPA accounts payable section. All payments shall be based on the delivered quantity, corrected to volume (net) at 60 degree F.

SECTION 8. WARRANTY AND CLAIMS

CONTRACTOR warrants that the fuel oil shall meet the specification prescribed herein under Section9 and other pertinent sections. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom.

CONTRACTOR shall be solely responsible for any damages caused by the **CONTRACTOR** or its agents during the process of oil supply and delivery.

Claims against the **CONTRACTOR** for direct costs incurred on account of their negligent actions shall be given in writing together with all supporting documents, invoices and correspondence by **GPA** within thirty days (30) from date of delivery of fuel oil as specified in Section 4.

SECTION 9. PRODUCT AND QUALITY

Test Methods shall be in conformance with the prescribed procedures set forth by the American Society For Testing and Materials (ASTM) Standards for Petroleum Products, Lubricants, and Fossil Fuels, or alternative tests acceptable and subject to prior authorization by GPA.

The fuel oil delivered to GPA shall have the physical and chemical characteristics as described in **Schedule A**.

Quality determination shall be performed and certified by an independent third party laboratory facility acceptable to GPA. Certificate of Quality (COQ) shall be representative of the product in the Contractor's storage facility in Guam.

SECTION 10. QUANTITY AND QUALITY ASSURANCE

CONTRACTOR'S 'Terminal Loading Rack' meters shall be utilized to determine the quantity of fuel delivered to **GPA** and shall be the basis for the Bill of Lading (BOL). **CONTRACTOR** shall have such meters calibrated no less than annually and shall furnish **GPA** a copy of the certificate of newly calibrated meter(s) within 10 days after the calibration date.
In the event of a dispute over the accuracy of the **CONTRACTOR's** meters, an independent third party mutually agreeable to both parties will be brought in to perform a recalibration. In the event of a miscalibration, the costs shall be borne by the **CONTRACTOR**. Any loss incurred by **GPA** as a result of miscalibration of meters shall be negotiated and returned to the **AUTHORITY**.

Quantity shall be corrected to the volume at sixty degrees Fahrenheit. Conversion shall be made in accordance with the ASTM-IP Petroleum Measurement Tables (IP-200), Table 6B (latest edition).

Appropriate Certificate of Quality (COQ) reports shall also accompany each delivery and must be presented to the GPA receiving facility. Quality must conform with the requirements specified under Section 9 and schedule A as a condition for acceptance of delivery.

In the event of a dispute over the quality of fuel received by **GPA**, an inspection of fuel oil will be conducted by an appointed third party inspector mutually acceptable to **GPA** and the **CONTRACTOR**.

CONTRACTOR is required to install security seals on valves and compartments of the delivery tanker trucks after product loading is completed. Seals shall remain intact upon inspection by the GPA receiving facility. Seal numbers shall be recorded in the delivery receipt and initialed by an authorized terminal representative. GPA reserves the right to reject deliveries with tampered or missing seals.

CONTRACTOR shall provide a comprehensive summary of the fuel delivery reports. Contractor shall tailor its reports to GPA's needs. Contractor shall submit copy(ies) of all Certificates of Quality (COQ) for the delivery month. Reports shall be submitted to the GPA within five (5) working days after each report month. Contractor shall also submit other reports and/or documentations that is relevant to the contract as may be required by the Authority.

SECTION 11. QUANTITY DETERMINATION

In the event of the variances between the BOL quantity and the GPA receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE-FOURTH (0.25 %) of the gallons established quantity; shortages beyond the 0.25% tolerance shall be covered by the **CONTRACTOR**.

GPA reserves the right to require the intervention of a third party independent inspector for quantity determination. Such inspector shall be mutually acceptable to **GPA** and the **CONTRACTOR.** All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

Quantity certification prepared by independent inspector shall be final and binding upon both parties.

SECTION 12. SECURITY OF SUPPLY

Contractor is required to maintain a minimum of thirty (30) days inventory at the Contractor's own storage facility. A list of the plant requirements is listed in **Schedule C**.

For security of supply in the event of severe typhoon or other calamities, Contractor shall

prioritize delivery to GPA and guarantee uninterrupted supply of fuel up to approximately 1,000,000 gallons for each location during the recovery period.

CONTRACTOR reserves the right to supply fuel oil meeting **GPA** specifications from any source. In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in Section 4 above.

CONTRACTOR must submit a month-end diesel fuel inventory report to GPA.

GPA reserves the right to audit the Contractor for safety fuel inventory stock compliance. Such audit shall be in accordance with generally accepted accounting practices. "

SECTION 13. GOVERNMENT LAWS AND REGULATIONS

(a) If at any time during the term of the Contract the Government of the United States or the Territory of Guam enacts laws or issues regulations which would prevent **GPA** from burning the type of fuel oil to be supplied hereunder, **GPA** shall use its best efforts to obtain an exemption. In the event **GPA** cannot obtain an exemption from such laws and regulations, **CONTRACTOR** shall use his best efforts to furnish **GPA** substitute fuel oil which complies with such governmental laws and regulations at the same price set out herein, or if unreasonable, at a price to be renegotiated by the parties. If the substitute fuel oil causes an increase or decrease in **CONTRACTOR** 's cost of performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from date of receipt by **CONTRACTOR** of the notification of substitute fuel oil in compliance with Government laws, rules and regulations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Governing Law and Disputes"(Section 21). However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed in order to comply with Government laws, rules and regulations. Only in the event that the parties cannot mutually agree upon the price at which **CONTRACTOR** is to furnish such substitute fuel oil, and **CONTRACTOR** refuses to provide such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price than that offered by **CONTRACTOR** in such negotiations which complies with such laws and

regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

(b) **CONTRACTOR** shall at all times comply with all applicable laws and regulations of the Territory of Guam and the Federal Government and their respective agencies.

SECTION 14. PERMITS AND RESPONSIBILITIES

The **CONTRACTOR** shall, without additional expense to **GPA**, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal and Territorial laws, codes and regulations necessary for performance of the Contract by **CONTRACTOR**.

SECTION 15. FORCE MAJEURE

No failure or omission by either party to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except in relation to obligations to make payments under the Contract, give rise to any claim by one party against the party in question or be deemed to be a breach of the Contract if such failure or omission arises from any cause reasonably beyond the control of the party, including but without prejudice to the generality of the foregoing:

(a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;

(b) Restraints. Arrest or restraint of princes, rulers or peoples;

(c) Confiscation. Expropriation, requisition, confiscation or nationalization;

(d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;

(e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;

(f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;

(g) Loss for Tankers. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;

(h) Accidents. Accidents to or adjuncts of shipping navigation;

(i) Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;

(j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;

(k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to take royalty product in kind;

(l) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

No failure or omissions to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract from the time of and to the extent occasioned by the Force Majeure, not from the date of notice of the Force Majeure is received.

SECTION 16. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 15, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 17. PAYMENT REQUIRED

Notwithstanding the provisions of Section 15, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during

the force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

SECTION 18. PRORATION OR EQUITABLE ALLOCATION

If any of the events enumerated in Section 15, supra, have occurred, **CONTRACTOR** shall prorate or otherwise allocate in a fair and equitable manner among its customers, including **GPA**, the supplies of fuel oil **CONTRACTOR** has available for delivery at the time of the occurrence or for the duration of such event taking into account **GPA**'s unique situation as Guam's total dependence on fuel oil. **CONTRACTOR** shall also seek an alternative source of fuel oil to fulfill its contractual obligations.

SECTION 19. ALTERNATE SUPPLY

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of Section 15, supra, **GPA** may at its sole discretion seek an alternative source of fuel oil so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the Contractor, **GPA** may at its sole discretion seek an alternative source of fuel oil so long as such condition of negligence shall exist. If the cost of fuel during such period of negligence shall exceed the Contract price as provided in Section 4, the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

SECTION 20. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any fuel to be sold under the Contract for the reasons which fall within the provisions of Section 15, supra, then the party so prevented shall, as to the remainder of the fuel not affected thereby, promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 15, supra, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 21. GOVERNING LAW AND DISPUTES

(a) All controversies between **GPA** and the **CONTRACTOR** which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by **GPA** pursuant to Guam Procurement laws and regulations.

(b) **CONTRACTOR** may pursue applicable remedies under the Guam Procurement Law and regulations and the Government Claims Act.

(c) The **CONTRACTOR** shall comply with any decision of **GPA** and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract; provided, however, that in any event the **CONTRACTOR** shall proceed diligently with the performance of the Contract where the General Manager of **GPA** has made a written determination that continuation of work under the Contract is essential to the welfare of the territory.

This Contract is made under, and shall be governed and construed in accordance with, the laws, statutes and regulations of the Territory of Guam, to the exclusion of all other legal systems. Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

The parties expressly submit to the jurisdiction of the Superior Court of the Territory of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. The **CONTRACTOR** agrees to accept the jurisdiction of the Superior Court of the Territory of Guam for the resolution of any claims including but not limited to, claims for consequential, special or punitive damages. Judgment upon any award rendered by the Superior Court of the Territory of Guam may be entered in any court of any country having jurisdiction, and such award shall be binding upon the parties. The **CONTRACTOR** waives all rights against **GPA** to claim consequential, special or punitive damages.

SECTION 22. CONTRACTOR'S INSURANCE

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by GPA, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

A. WORKMEN'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall take out and maintain during the life of this Contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable State or Territory covering all his employees, and in the case of any work sublet, the Contractor shall require the Subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The Contractor shall secure and maintain, during the life of this Contract, Employer's Liability Insurance with a limit of $500,000 with an insurance company authorized to write such insurance in all states or territories where the Contractor will have employees located in the performance of this Contract. Contractor shall provide a Waiver of Subrogation in favor of GPA via endorsement to the Workers Compensation policy.

B. COMMERCIAL GENERAL LIABILTY:

1. The Contractor shall maintain, during the life of this Contract, such Commercial General Liability as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided Liability Insurance shall be as follows:

Bodily Injury Limits:	$ 1,000,000 Each Person
Property Damage Limits:	$ 1,000,000 Each Occurrence
	$ 2,000,000 Aggregate

2. The Commercial General Liability required by the preceding Subparagraph 1 shall include the following extensions of coverage:

(a) The property damage coverage shall include a Broad Form Property Damage Endorsement.

(b) Contractual Liability coverage shall be included.

(c) Protective Liability coverage shall be included to protect the Contractor against

claims arising out of operations performed by his Subcontractors.

(d) Products Liability and/or Completed Operations coverage shall be included.

(e) GPA shall be an additional insured on Commercial General Liability policy.

(f) Contractor shall grant Waiver of Subrogation in favor of GPA.

C. AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of the Contract, such Automobile Liability insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this Contract. GPA shall be an additional insured on Auto Liability policy. Contractor will grant Waiver of Subrogation in favor of GPA. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury Limits:	$ 1,000,000 Each Person
	$ 1,000,000 Each Occurrence
Property Damage Limits:	$ 1,000,000 Each occurrence

D. POLLUTION LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of the Contract, Pollution Liability Insurance with minimum limits of $5,000,000 that provides coverage for third party bodily injury, third party property damage, and clean-up cost whether ordered by a government entity or not ordered by a government entity. Grant waiver of subrogation in favor of GPA. GPA is to be an additional insured.

E. EXCESS LIABILITY

Excess Liability with limits of $5,000,000. GPA shall be an additional insured. Contractor shall grant Waiver of Subrogation in favor of GPA.

F. CERTIFICATE OF INSURANCE:

The Contractor shall furnish GPA with two (2) copies of a Certificate of Insurance evidencing policies required in Paragraphs B, C, D, E, and F above. Such certificates shall specifically indicate that the Commercial General Liability Insurance includes all extensions of coverage required in Paragraph C., Subparagraph 2. above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give GPA at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the Contractor shall furnish a Certificates of Insurance evidencing renewal of such coverage to GPA. The Certificates of Insurance shall clearly show this Contract number.

The Contractor shall provide a copy of their Insurance Policy to GPA as part of the bid requirements. All updates or revisions after contract commencement shall also be forwarded to GPA.

G. SUBCONTRACTOR'S INSURANCE:

The Contractor shall require each of his Subcontractors to take out and maintain during the life of his Subcontract, the same insurance coverage required of the Contractor under Paragraphs B, C, D, E, and F above, including the extensions of coverage required under Paragraph C., Subparagraph 2, above. Each Subcontractor shall furnish to the Contractor two (2) copies of a Certificate of Insurance and such certificate shall contain the same information required in Paragraph C. above. The Contractor shall furnish one (1) copy of the certificate to GPA.

H. INSURANCE COMPANY AND AGENT:

All insurance policies herein required of the Contractor shall be written by a company duly authorized to do business in the Territory where supply under this Contract is being performed and be executed by some agent thereof duly licensed as an agent in said State or Territory.

SECTION 23. INDEMNITY

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its

agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTOR**s during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage. The **CONTRACTOR** shall ensure that any vessel owned or chartered by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90).

SECTION 24. TRANSPORTATION

CONTRACTOR shall arrange for the transportation of the fuel oil to GPA.

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR. CONTRACTOR**

CONTRACTOR's and **GPA**'s rights and duties under Section 23 and Section 24 do not supersede or control the provisions of Section 15 Force Majeure.

SECTION 25. FAILURE TO SUPPLY

If the **CONTRACTOR** refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure the timely delivery of fuel oil supply or commits any other substantial breach of this Contract, **GPA** may notify the **CONTRACTOR** in writing of the delay or non-performance and if not cured within THIRTY (30) days of the date of notification, **GPA** may terminate the Contract in whole or such part of the Contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, **GPA** reserves the right to procure fuel oil supply from another source immediately upon issuance of such notification or whenever it deems appropriate.

SECTION 26. FAILUE TO PAY

Failure to pay an invoice and any late penalties, if any, within a period of THIRTY (30) days from the due date of such invoice, shall be a default and should such a default not be cured within THIRTY (30) days of default, **CONTRACTOR** may, at its option, do either of the following:

(a) Terminate the Contract forthwith or forthwith suspend delivery under the contract until further notice, on notifying GPA orally or by notice in writing; or

(b) Continue to supply fuel oil and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 27. FAILURE TO COMPLY WITH LAWS

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THRITY (30) days written notice.

SECTION 28. DEFAULT

"If the PARTY refuses or fails to perform any of their obligations under this agreement, non-breaching PARTY shall notify the PARTY either by e-mail or in writing within thirty (30) days of the breach. If the PARTY does not remedy the breach within thirty (30) days after the date of notification, non-breaching PARTY may by giving notice to the other PARTY terminate the Agreement in whole or suspend taking of delivery under the Contract.

In the event of partial termination or suspension under this provision, GPA reserves the right to procure fuel supply from another source upon notification to CONTRACTOR either by e-mail or in writing. Fuel to be procured shall be at the prevailing market price at the time of partial termination or suspension.

In the event of termination because of GPA's default, the CONTRACTOR shall not be liable for the difference between the contract price and the prevailing market price at the time of termination.

SECTION 29. ATTORNEYS FEES

Should a default by either party result in litigation, the successful party shall be entitled to recover its reasonable attorney's fees from the defaulting party.

SECTION 30. TERMINATION FOR CONVENIENCE

(a) **Termination**.

The delivery of fuel oil supply under this Contract may be terminated by **GPA** in accordance with this clause in whole, or from time to time in part.

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which supply of fuel oil under the Contract is terminated, and the Contract shall be terminated effective THREE HUNDRED SIXTY (360) days after receipt of notice by **CONTRACTOR**.

In the case of termination of this Contract, GPA shall reimburse the CONTRACTOR of all the expenses related to the period of the Performance Bond that were not used.

(b) **CONTRACTOR's Obligations.**

The **CONTRACTOR** shall incur no further obligations in connection with the terminated fuel oil supply delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of fuel oil to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for fuel oil supply. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and Contracts, if any, connected with the terminated fuel oil supply delivery. **GPA** may direct the **CONTRACTOR** to assign the Contractor's right, title and interest under the terminated orders or Contracts to **GPA**. The **CONTRACTOR** must still deliver fuel oil supply not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.**

GPA may require the **CONTRACTOR** to transfer title of fuel oil cargo in transit to Guam at the time of receipt by Contractor of **GPA**'s Notice of Termination.

(d) **Compensation.**

(1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay

the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

(2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.

(3) Absent complete agreement under subparagraph (1) of this paragraph, **GPA** may pay the **CONTRACTOR** the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:

(i) Fuel oil Contract prices for supplies or services accepted under the Contract by **GPA**;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the delivery of fuel oil plus a fair and reasonable profit on such portion of the delivery (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted fuel oil supplies or services; provided, however, that if it appears that the **CONTRACTOR** would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of Contracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (3)(ii) of this paragraph;

(iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs

incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

SECTION 31. REMEDIES CUMMULATIVE

Each and all remedies available to a party in the event of the other party's failure to comply timely with any or all the terms and conditions of the Contract may be exercised independently or in combination (such rights being nonexclusive one with the other). The remedies set forth in the Contract are in addition to, and not in lieu of, all of the remedies available at law or in equity.

SECTION 32. COVENANT AGAINST CONTIGENT FEES

The **CONTRACTOR** warrants no person or selling agency has been employed or retained to solicit or secure the Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the **CONTRACTOR** for the purpose of securing business. For breach or violation of this warranty, **GPA** shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 33. NOTICE

Except as otherwise expressly specified herein, any notice to be given hereunder by either party to the other shall be deemed sufficiently given if in writing and enclosed in an envelope properly stamped and addressed to the party at the address set forth in this section, and deposited in the United States mail. Either party may change its address by giving FIFTEEN (15) days prior written notice to the other party. Such address until further notice shall be:

GPA: General Manager
Guam Power Authority
Post Office Box 2977

Hagatna, Guam 96932-2977
TELEFAX: (671) 648-9225

CONTRACTOR: _____
_____
_____
_____
_____
_____

SECTION 34. INTEREST OF OTHER PARTIES

CONTRACTOR warrants that no member of the governing body of **GPA**, and no other officer, employee, or agent of **GPA** who exercises any functions or responsibilities in connection with the work to which the Contract pertains, and no employee, agent or member of the Guam Legislature or other public official of the Government of Guam, has or shall have any personal economic or financial interest, direct or indirect, in the Contract.

SECTION 35. ASSIGNMENT

CONTRACTOR declares that the only persons or parties interested in the Contract as principals are named herein and that the Contract is made without participation by or benefit to any other person, firm or corporation, except as specified herein.

CONTRACTOR agrees that it will not assign to nor permit Contract participation in whole or in part by any other person, firm or corporation not specified as a principal without the prior written consent of **GPA**. If such assignment is permitted, **CONTRACTOR** will guarantee the performance of all terms and obligations of the Contract, and such assignment shall not alter **CONTRACTOR**'s obligations hereunder. No assignee of **CONTRACTOR** shall have the right to assign the Contract without **GPA**'s consent which may be given or refused at **GPA**'s absolute discretion.

CONTRACTOR and GPA shall not transfer or assign its rights and obligations under this contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, the CONTRACTOR may transfer or assign its rights and obligations under this

contract, in whole or in part, to a US based affiliate (as defined hereinafter), with ninety (90) days prior notice to and at the consent of GPA. For the purpose of this contract, "US based affiliate" means any company or legal entity based in the United States of America which (a) controls either directly or indirectly a party hereto, or (b) is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party. "Control" for purposes of the previous sentence means the ability to direct the management and policies of a company or legal entity, whether through ownership of securities, by contract or otherwise.

SECTION 36. TIME

Time is of the essence in the Contract and in every part hereof.

SECTION 37. SPECIFICATIONS

Should **GPA** wish to alter any of the specifications set out in Section 9 and Schedule A, method and terms of delivery, for good cause, it shall give written notice to **CONTRACTOR** within thirty (30) days. If such changes causes an increase or decrease in **CONTRACTOR**'s cost of performance of Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim by **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by **CONTRACTOR** of the notification of changed specifications. **CONTRACTOR** and **GPA** shall, in good faith, negotiate an equitable adjustment pursuant to the change in specifications. If **CONTRACTOR** and **GPA** fail to agree on the adjustment to be made within thirty (30) days after **CONTRACTOR** receives notice of altered specifications, or if **CONTRACTOR** is unwilling to meet the altered specifications, the parties shall be subject to the provisions under Section 21 (Governing Law and Disputes) clause. However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed.

SECTION 38. AMENDMENT AND WAIVER

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is

sought. For purposes of this Contract, the signature of the Chairman or his designee, of the Consolidated Commission on Utilities is required to bind the **AUTHORITY**.

Failure by either party to object to any failure of performance by the other party of any provision of the Contract shall not constitute a waiver of, or estoppel against, the right of such party to require such performance by the other. Nor shall any such failure to object constitute a waiver or estoppel with respect to any succeeding failure of performance.

SECTION 39. DESCRIPTIVE HEADINGS

The descriptive headings of the several Sections and Subsections in this Invitation are inserted for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

SECTION 40. RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between **CONTRACTOR** and **GPA**, and no provisions contained in the Contract nor any acts of the parties shall be deemed to create any relationship between **GPA** and **CONTRACTOR**, other than the relationship of buyer and seller.

SECTION 41. NUMBER AND GENDER

In the Contract the masculine gender includes the feminine and neuter, the singular number includes the plural, and the word "person" includes corporation, partnership, firm or association wherever the context so requires.

SECTION 42. SUCCESSORS IN INTEREST

Each and all of the covenants, conditions, and restrictions in the Contract shall inure to the benefit of and shall be binding upon the permitted assignees and successors in interest of either party.

SECTION 43. PARTIAL INVALIDITY

Should any part of the Contract for any reason be declared to be invalid, such decision shall not affect the validity of any remaining portion thereof, which remaining portion shall remain in force

and effect as if the Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

SECTION 44. EQUAL OPPORTUNITY CLAUSE

During the performance of the Contract the **CONTRACTOR** agrees as follows:

(a) The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, political opinion or affiliation, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, political opinion or affiliation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demoting, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **GPA** setting forth the provisions of this equal opportunity clause.

(b) The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, political opinion or affiliation, or national origin.

SECTION 45. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRIRORY.

GCA 5 §5630(c) prohibits the CONSULTANT against gratuities, kickbacks, and favors to the Territory.

SECTION 46. RESTRICTIONS AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the CONTRACTOR against employing convicted sex offenders from working at Government of Guam venues. It states:(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services

on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 47. CONTRACT BINDING EFFECT

All EXHIBITS attached hereto are incorporated herein by reference in its entirety.

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **IFB-GPA-029-14**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

For the **Guam Power Authority (GPA)**:

John M. Benavente, P.E.
General Manager (I)

12/30/14
DATE

For **(CONTRACTOR)**:
ISLA PETROLEUM AND ENERGY HOLDINGS, LLC (IP&E Guam)

(Company Seal)

IP&E HOLDINGS, LLC CORPORATE SEAL 2009 GUAM

CONTRACTOR, Duly Authorized
REPRESENTATIVE OF COMPANY

DEC. 30, 2014
DATE

APPROVED AS TO FORM:

Graham Botha, Legal Counsel
GUAM POWER AUTHORITY

12/30/14
DATE

SCHEDULE A

PRODUCT QUALITY SPECIFICATION: DIESEL FUEL Oil No. 2 [A]

Property	ASTM Test Method [B]	Alternate Method ASTM	Unit of Measure	Limits
Flash Point	D93		°C	52 Min
Water & Sediment	D2709		% vol	0.05 Max
Distillation Temp, °C 90%, recovered	D86		% vol	282 Min 360 Max
Kinematic Viscosity	D-445		mm^2 at 40°C	1.9 Min 4.1 Max
Ash	D482		% mass	0.01 Max
Sulfur	D5453		ppm (µg/g)	15 Max
Copper Strip Corrosion Rating (3hrs min at 50°C)	D130			No.1 Max
Cetane Index	D 613	D976-80 D 4737		46 Min
Aromaticity	D1319		% vol	35 Max
Carbon Residue on 10% distillation residue	D524	D4530 D6371	% mass	0.20 Max
Lubricity, HFRR @ 60°C	D6079		Micron	460 Max
Conductivity	D2624	D4308	pS/m	25 Min
Density @ 15°C	D1298	D4052	Kg/m^3	820 Min 850 Max
Gravity, API @ 60°F	D1295	D4052		35 Min 41 Max
Color	D1500		ASTM	2.0 Max
Strong Acid No.	D974		mg KOH/g	NIL
Total Acid No.	D974		mg KOH/g	0.5 Max
Stability (Oxidation), 16Hrs	D2274		mg/L	25 Max
Appearance @ ambient temp	Visual			Report
Guaranteed Heating Value (HHV)	D240		MMBTU/bbl	5.70 Min

[A] Follows the minimum requirements for **Ultra-Low Diesel Fuel Oils (ULSD)** listed under ASTM 975-10.

[B] These test methods are specified in 40CFR Part 80. Test methods must follow the latest version.

[C] Appearance must be clear at ambient temperature and free from undissolved water and sediment.

The Authority may require the supplier to conduct additional test as may be required for plant's performance/efficiency evaluation.

SCHEDULE B

ESTIMATED ANNUAL DIESEL REQUIREMENTS

Plant Location	Estimated Annual Requirements
1. Tenjo Vista Diesel Plant	2,000,000 (gallons per year)

The estimated fuel oil requirement provided herein is subject to change. GPA shall reasonably notify the Contractor for any changes in the fuel oil requirements.

SCHEDULE C

30-DAYS MINIMUM INVENTORY REQUIREMENTS

Plant Location	30-days Minimum Inventory Requirements
1. Tenjo Vista Diesel Plant	800,000 gallons

The estimated fuel oil requirement provided herein is subject to change. GPA shall reasonably notify the Contractor for any changes in the fuel oil requirements.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO.: 2017 - 16

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE GUAM PUBLIC UTILITIES COMMISSION FOR A CHANGE IN THE LEVELIZED ENERGY ADJUSTMENT CLAUSE

WHEREAS, the Guam Public Utilities Commission (GPUC) has established a Tariff under which the Guam Power Authority (GPA) is allowed to recover its fuel costs and fuel related costs under a factor which is reset and trued up every (6) six months through the Levelized Energy Adjustment Clause (LEAC); and

WHEREAS, the deadline for the next filing is June 15, 2017; and

WHEREAS, in the past, GPA experienced the highest LEAC rate of $0.209271/kWh in February 2013 to the lowest rate of $0.086613/kWh from February 2016 to January 2017, which was a drop of 58%;

WHEREAS, for the LEAC periods covered from February 1, 2016 through January 31, 2107, GPA maintained the secondary LEAC rate of $0.086613/kWh in anticipation of lower stabilized prices in the fuel market; during this period, however, GPA recognized a $6.5M under-recovery of fuel costs as market fuel prices rose instead; and

WHEREAS, for the LEAC periods covered from February 1, 2017 to July 31, 2017, GPA obtained the secondary LEAC rate of $0.105051/kWh which was 50% of full recovery of $0.123494/kWh to alleviate the impact on ratepayers; and

WHEREAS, the market price of fuel in the initial filing for the current period was projected to be $54.59/bbl for the (6) six-month period ending July 31, 2017, the current projection for the same period is $55.38/bbl and the projected price of fuel for the period ending January 31, 2018 is $56.79/bbl; and

WHEREAS, the recent news that OPEC members and Non-OPEC countries will be supporting the extension of production cuts until March 2018 resulted in fuel oil market price spikes to above $50/bbl and projected to continue to be between $50-$55/bbl range in the next several months; and

WHEREAS, GPA prefers to gradually true up fuel oil cost by phasing in increases over two (2) LEAC periods in order to again alleviate the impact on ratepayers, and therefore recommends the next LEAC rate to recover only half of the estimated total under recovery to lessen the impact to our ratepayers; and

WHEREAS, for the current LEAC periods covered from August 1, 2017 to January 31, 2018, GPA requests the secondary LEAC rate of $0.117755/kWh which is again 50% of full recovery of $0.130450/kWh to alleviate the impact on ratepayers; and

WHEREAS, GPA has determined that in this phase in approach, the Levelized Energy Adjustment Clause factor for secondary voltage service customers as well as alternative voltage customers will need to be increased from $0.105051/kWh to $0.117755/kWh for the period of August 1, 2017 to January 31, 2018; and

WHEREAS, in the phase in approach the effect of the change in the LEAC rate will result in an increase in the total bill by 6.4% or about a $12.70 increase on a 1000 kWh power bill, in order to recover 50% of the projected under-recovery; and

WHEREAS, based on the phase in approach, an under-recovery of about $7.8M is anticipated by the end of the LEAC period on January 31, 2018 which will not significantly impact working capital and other financial ratios; and

WHEREAS, GPA now is requesting the Consolidated Commission on Utilities to authorize the Authority to file such petition with the Guam Public Utilities Commission; and

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

The General Manager of the Guam Power Authority is authorized to petition the Guam Public Utilities Commission for an increase in the Levelized Energy Adjustment Clause (LEAC) factor for secondary voltage service customers from $0.105051/kWh to $0.117755/kWh to be effective for the period from August 1, 2017 thru January 31, 2018. (LEAC factors for alternative voltage levels are as reflected in the attached spreadsheets in the attached Exhibit A.)

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I**, J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-17:

Relative to LEAC

What is the project's objective? Is it necessary and urgent?

The Guam Public Utilities Commission (GPUC) has established a Tariff under which the Guam Power Authority (GPA) is allowed to recover its fuel costs and fuel related costs under a factor which is reset and trued up every (6) six months through the Levelized Energy Adjustment Clause (LEAC). The market price of fuel in the initial filing for the current period was projected to be $54.59/bbl for the (6) six-month period ending July 31, 2017, the current projection for the same period is $55.38/bbl and the projected price of fuel for the period ending January 31, 2018 is $56.79/bbl. The recent news that OPEC members and Non-OPEC countries will be supporting the extension of production cuts until March 2018 resulted in fuel oil market price spikes to above $50/bbl. and projected to continue to be between $50-$55/bbl. range in the next several months. GPA prefers to gradually true up fuel oil cost by phasing in increases over two (2) LEAC periods and recommends the next LEAC rate to recover only half of the estimated total under recovery to lessen the impact to our ratepayers.

How much will it costs?

GPA has determined that in a phase in approach the Levelized Energy Adjustment Clause factor for secondary voltage service customers as well as alternative voltage customers will need to be increased from *$0.105051/kWh to $0.117755/kWh* for the period of August 1, 2017 to January 31, 2018.

In the phase in approach the effect of the change in the LEAC rate will result in an *increase in the total bill by 6.4% or about a $12.70 increase on a 1000 kWh power bill*, in order to recover 50% of the projected under-recovery. Based on the phase in approach, an under-recovery of about $7.8M is anticipated by the end of the LEAC period on January 31, 2018 which will not significantly impact working capital and other financial ratios.

Exhibit A

GPA
Proposed LEAC Rate ($000)

		PUC Approved [1] Eff 2/01/2017	Updated [2] Eff 2/01/2017	@ Full Cost Recovery Proposed Eff 8/01/2017	@ 50% Cost Recovery [3] Proposed Eff 8/01/2017	LEAC Rate Unchanged [4] Proposed Eff 8/01/2017
1	Average Price per Bbl-RFO [1]	$ 58.56	$ 55.38	$ 56.79	$ 56.79	$ 56.79
	Average Price per Gal-Diesel	$ 76.51	$ 69.62	$ 70.83	$ 70.83	$ 70.83
3	Number 6 (HSFO/LSFO)	$ 60,894	$ 57,246	$ 54,924	$ 54,924	$ 54,924
4	Number 2 (Diesel)	17,688	23,220	24,969	24,969	24,969
5	Renewable (Solar)	5,405	5,066	4,536	4,536	4,536
6	TOTAL COST	$ 83,988	$ 85,532	$ 84,430	$ 84,430	$ 84,430
7	Handling Costs	3,173	2,582	3,779	3,779	3,779
8	Total Current Fuel Expense	$ 87,160	$ 88,114	$ 88,209	$ 88,209	$ 88,209
9	Civilian Allocation	78.90%	79.33%	79.05%	79.05%	79.05%
10	LEAC Current Fuel Expense	$ 68,767	$ 70,602	$ 69,725	$ 69,725	$ 69,725
11	Deferred Fuel Expense	9,717	9,916	10,703	10,703	10,703
12	Cabras 3&4 Insurance Proceeds	(4,600)	(4,600)	-	-	-
13	Total LEAC Expense	$ 73,884	$ 75,917	$ 80,427	$ 80,427	$ 80,427
14	Less: Trans. Level Costs	(3,880)	(4,015)	(5,182)	(4,678)	(4,178)
15	Distribution Level Costs	$ 70,004	$ 71,903	$ 75,245	$ 75,750	$ 76,249
16	Under recovery at the end of the period	$ (11,034)	$ (10,703)	$ -	$ (7,827)	$ (15,655)
17	Adjusted Distribution Level Costs	$ 58,970	$ 61,200	$ 75,245	$ 67,922	$ 60,595
18	Distribution Level Sales (mWh)	561,343	582,701	576,812	576,812	576,812
19	LEAC Factor Distribution	0.105051	0.105051	0.130450	0.117755	0.105051
20	Current LEAC Factor Distribution	0.086613		0.105051	0.105051	0.105051
21	Increase/(Decrease)	0.01844		0.02540	0.01270	(0.00000)
22	Monthly Increase/(Decrease) - 1000 kWh	$ 18.44		$ 25.40	$ 12.70	$ (0.00)
23	% Increase/(Decrease) in LEAC	21.3%		24.2%	12.1%	0.0%
24	% Increase/(Decrease) in Total Bill	10.2%		12.7%	6.4%	0.0%
25	Discount (3%) - Primary 13.8 KV	0.101987		0.126500	0.114188	0.101987
26	Discount (4%) - 34.5 KV	0.101704		0.126135	0.113859	0.101704
27	Discount (5%) - 115 KV	0.100496		0.124582	0.112458	0.100496

Notes:

(1) PUC approved the recovery of only $11 million, 1/2 of the $22 million estimated under recovery in this LEAC period.

(2) With the updated actual values through March 2017 and updated MS Noon Call (May 5-12, 2017), the under recovery at the end of the current period is $10.7 million compared to the

(3) If LEAC rate is set to recover 50% of the under recovery, the remaining projected ending Fuel Cost under recovery of $7.8 million will be carried forward to the next LEAC period.

(4) If LEAC rate is unchanged, the projected ending Fuel Cost under recovery is $15.7 million and will be carried forward to the next LEAC period.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017-17

RELATIVE TO AUTHORIZING THE APPROVAL OF A BOND ISSUANCE TO REFINANCE PORTION OF THE 2010 REVENUE BOND

WHEREAS, the Consolidated Commission on Utilities is a body corporate a politic, organized and existing under the laws of the Government of Guam; and

WHEREAS, the Consolidated Commission on Utilities is the governing body of the Guam Power Authority ("GPA"); and

WHEREAS, GPA has been pursuing strategies for reducing debt service payments; and

WHEREAS, one strategy that has emerged as a result of historically low interest rates has been the concept of refunding portion of GPA's 2010 Series A revenue bonds for interest rate savings; and

WHEREAS, GPA expects that opportunities will arise from time to time to refund all or a portion of its other then outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers; and

WHEREAS, low interest rate warrants action from the CCU; and

WHEREAS, after several months of reviewing this strategy with Barclays, GPA Bond Counsel, and GEDA, GPA believes this strategy provides significant benefit for GPA ratepayers; and

WHEREAS, this transaction will need the approval of the Guam Legislature, GEDA, the PUC, and the Governor; and

WHEREAS, the CCU desires to pursue this plan for refinancing of GPA's debt service costs in order to provide a net present value savings to ratepayers; and

WHEREAS, the present value of debt service on the refunding bonds will be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate; and

NOW THEREFORE, BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTLITIES, AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:

1. The General Manager is authorized to proceed forward with the refund of outstanding revenue bonds.
2. The General Manager is authorized to petition the Public Utilities Commission for authorization to complete the bond refunding initiative.
3. The General Manager is authorized to submit the proposed bond refinancing legislation (see attached) to the Guam Legislature.
4. The General Manager is authorized to seek approval to GEDA to proceed with the proposed bond refunding.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED this 23rd day of May 2017.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
CHAIRMAN	**SECRETARY**

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do hereby certifies as follows:

The foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-17:

Relative to Authorizing the Approval of a Bond Issuance to Refinancing Portion of the 2010 Revenue Bond

What is the project's objective? Is it necessary and urgent?

GPA has been pursuing strategies for reducing debt service payments. One strategy that has emerged as a result of historically low interest rates has been the concept of refunding portion of GPA's 2010 Series A revenue bonds for interest rate savings.

GPA expects that opportunities will arise from time to time to refund all or a portion of its other then outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers. Low interest rate warrants action from the CCU.

After several months of reviewing this strategy with Barclays, GPA Bond Counsel, and GEDA, GPA believes this strategy provides significant benefit for GPA ratepayers. This transaction will need the approval of the Guam Legislature, GEDA, the PUC, and the Governor. The CCU desires to pursue this plan for refinancing of GPA's debt service costs in order to provide a net present value savings to ratepayers.

The present value of debt service on the refunding bonds will be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate.

I MINA' TRENTAI KUATRO NA LIHESLÅTURAN GUÅHAN
2017 (FIRST) Regular Session

Bill No. _____

Introduced by:

AN ACT TO APPROVE THE TERMS AND CONDITIONS OF GUAM POWER AUTHORITY REVENUE BONDS TO REFUND OUTSTANDING GUAM POWER AUTHORITY REVENUE BONDS.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent.

(a) *I Liheslaturan Guåhan* finds that § 8203 of Title 12 of the Guam Code Annotated provides that Guam Power Authority ("GPA") is authorized to incur indebtedness by the issuance of revenue bonds with the approval of *I Maga'lahi* (the Governor) to raise funds for the purpose of establishing the electric power system of GPA, or of acquiring lands for the system, or of acquiring, constructing, improving, equipping, maintaining, repairing, renewing, replacing, reconstructing or insuring the system, or any part thereof, or for the purpose of refunding any such bonds, or for any combination of such purposes.

(b) § 12105 of Title 12 of the Guam Code Annotated provides that the GPA shall not enter into any contractual agreements or obligations (including bonds) which could increase rates and charges prior to the written approval of the Guam Public Utilities Commission (the "GPUC").

(c) § 50103 of Title 12 of the Guam Code Annotated provides that public corporations of the government of Guam, including GPA, shall issue bonds and other obligations only by means of, and through the agency of the Guam Economic Development Authority ("GEDA"), and that GEDA shall not sell any bond without the approval by *I Liheslaturan Guahan* of the terms and conditions of the bonds.

(d) Based on historical low interest rates and current market conditions, GPA expects to be able to refund certain maturities of its outstanding 2010 Series A revenue bonds for debt service savings. In addition, GPA expects that opportunities will arise from time to time to refund all or a portion of its other then outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers.

(e) In order to benefit ratepayers, *I Liheslaturan Guahan* has determined to approve the issuance of revenue bonds by GPA for the purpose described in the above immediately preceding paragraph, all subject to approval by the Consolidated Commission on Utilities ("CCU"), *I Maga'lahen Guahan*, the GPUC, and the Board of Directors of GEDA in accordance with law.

Section 2. Approval of the Terms and Conditions of GPA Refunding Bonds.

I Liheslaturan Guahan, pursuant to §50103(k) of Title 12 of the Guam Code Annotated, hereby approves the terms and conditions of the issuance of senior revenue bonds in one or more series or issues by GPA for the purpose of refunding all or a portion of its currently outstanding 2010 Series A revenue bonds, as well as GPA's other then outstanding revenue bonds from time to time (such refunded revenue bonds being

referred to herein as the "prior bonds"), in accordance with the following requirements, limitations, terms and conditions:

(a) The aggregate principal amount of the refunding bonds shall not exceed the sum of (i) the amount determined in accordance with Section 8229 of Title 12 of the Guam Code Annotated, plus (ii) any additional amount needed to provide for a deposit to the debt service reserve in connection with the issuance of the refunding bonds.

(b) All obligation of GPA to pay debt service on, and the redemption price of, the prior bonds shall be discharged concurrently with the issuance of the refunding bonds. Thereafter, the prior bonds shall be payable solely from and secured solely by an escrow established for such purpose in accordance with GPA's existing bond indenture.

(c) The final maturity of the refunding bonds shall not exceed the final maturity of the prior bonds. For clarity, the final maturity of the refunding bonds may exceed the maturity of an individual series of prior bonds so long as the final maturity of all such prior bonds is not exceeded.

(d) Such bonds shall be issued and sold pursuant to GPA's existing bond indenture and in compliance with the provisions of Chapter 8 of Title 12 of the Guam Code Annotated, including approval by the CCU and by *I Maga'lahen Guahan* as provided therein.

(e) The sale of the bonds shall be approved by the Board of Directors of GEDA as provided by Chapter 50 of Title 12 of the Guam Code Annotated and the terms and conditions of the issuance of the bonds shall be approved by the GPUC as provided by Chapter 12 of Title 12 of the Guam Code Annotated.

(f) that the present value of debt service on the refunding bonds shall be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate.

(g) Promptly following the approval of the issuance of refunding bonds by GPA under this Section by the CCU, the CCU shall provide *I Liheslaturan Guahan* a copy of the resolution providing for such approval.

Section 3. Severability. If any provision of this Act or its application to any person or circumstances is found to be invalid or contrary to law, such invalidity *shall not* affect other provisions or applications of this Act that can be given effect without the invalid provisions or application, and to this end the provisions of this Act are severable.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
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RESOLUTION NO. 2017-18

RESOLUTION RELATIVE TO THE AUTHORIZATION TO PROCURE THE SECURE WEB GATEWAY APPLICATION SOFTWARE FROM PACIFIC DATA SYSTEMS

WHEREAS, the Consolidated Commission on Utilities (CCU) is the governing body for the Guam Power Authority; and

WHEREAS, the Consolidated Commission on Utilities strongly support Cyber-Security initiatives to identify opportunities to ensure a safe and secured network infrastructure; and

WHEREAS, the Consolidated Commission on Utilities strongly supports GPA to build a Secure and Reliable Network Infrastructure that is resilient to today's evolving cyber- threat landscape; and

WHEREAS, GPA seeks to procure, install, configure, test and deploy the Secure Web Gateway solution to protect GPA's Web accessing Servers, Client PCs and Devices; and

WHEREAS, GPA's evaluation committee has selected Pacific Data Systems, who was the only responding bidder; and

WHEREAS, GPA's evaluation committee recommended the award of the RFP GPA-036-17 to Pacific Data Systems; and

WHEREAS, Pacific Data Systems offers met the requirements of GPA's specifications and the amount offered of $317,110.63 9 (Exhibit A) has been determined to be fair and reasonable; and

WHEREAS, the cost for the application software with 1,000 users includes Active-Active state, which is defined as 2 applications running concurrently to ensure redundancy and resiliency, and

NOW THEREFORE, BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTLITIES, AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:

1. After Careful consideration, the Consolidated Commission on Utilities finds the procurement of the Secure Web Gateway Application Software to be reasonable, prudent and necessary to build a secure and reliable network infrastructure that is resilient to today's evolving cyber-threat landscape; and

2. The General Manager of Guam Power Authority is hereby authorized to procure the Secured Web Gateway under RFP GPA-056-17 from Pacific Data Systems, for the amount of $317,110.63 for fiscal year 2017.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:	**Attested by:**
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairman	**CCU Board Secretary**

I, J. George Bamba, Secretary of the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-18:

Relative to the Authorization to Procure the Secure Web Gateway Application Software from Pacific Data Systems

What is the project's objective? Is it necessary and urgent?

The Consolidated Commission on Utilities strongly supports Cyber-Security initiatives to identify opportunities to ensure a safe and secured network infrastructure. The Consolidated Commission on Utilities strongly supports GPA to build a Secure and Reliable Network Infrastructure that is resilient to today's evolving cyber- threat landscape. GPA seeks to procure, install, configure, test and deploy the *Secure Web Gateway solution* to protect GPA's Web accessing Servers, Client PCs and Devices. GPA's evaluation committee has selected Pacific Data Systems, who was the only responding bidder. GPA's evaluation committee recommended the award of the RFP GPA-036-17 to Pacific Data Systems.

How much will it cost?

Pacific Data Systems offers met the requirements of GPA's specifications and the amount offered of $317,110.63 has been determined to be fair and reasonable, and the cost for the application software with 1,000 users includes Active-Active state, which is defined as 2 applications running concurrently to ensure redundancy and resiliency.

Description	Amount
Secured Web Gate	$220,396.41
Reporting Solutions	$33,937.25
Installation, Configuration & Deployment	$40,473.01
Annual Support Services	$3,070.58
Training	$19,233.38
Total Cost	**$317,110.63**

What is its funding source?
Revenue Fund

The RFP/BID responses:
RFP GPA-036-17 to Pacific Data Systems

Exhibit A

Description	Amount
Secured Web Gate	$220,396.41
Reporting Solutions	$33,937.25
Installation, Configuration & Deployment	$40,473.01
Annual Support Services	$3,070.58
Training	$19,233.38
Total Cost	$317,110.63

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Resolution No. 2017-19

REQUEST TO AUTHORIZE EXPENDITURE FOR THE PROCURMENT OF 45 FOOT CLASS B CONCRETE POWER POLES

WHEREAS, the Guam Power Authority (GPA) owns, operates and maintains electrical transmission and distribution systems through an overhead infrastructure composed of concrete poles; and

WHEREAS, the GPA has analyzed historical usage of 45 foot concrete poles and determined safety stock levels; and

WHEREAS, the GPA's inventory of 45 foot concrete poles will be severely diminished and below safe stock levels in six months; and

WHEREAS, 45 foot concrete power poles require at least six months lead time for procurement, manufacturer, testing, and delivery; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure 45 foot Class B concrete power poles through Bid Invitation No. GPA-053-17, Line Item 1.0, describing the specifications of the 45 foot Class B concrete power poles and information required of each offeror; and

WHEREAS, *America's Best Electricmart Inc.* and *Benson Guam Enterprises Inc.* submitted bids for GPA's consideration; and

WHEREAS, GPA's Evaluation Committee has determined *Benson Guam Enterprises Inc.* to be the lowest responsive bidder for the 45 foot Class B concrete power poles; and

WHEREAS, GPA is seeking approval from the Consolidated Commission on Utilities to award the contract to *Benson Guam Enterprises Inc*.

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. After careful consideration, the Consolidated Commission on Utilities finds the procurement of two hundred (200) each 45 foot concrete power poles to be reasonable, prudent and necessary for the maintenance and improvement of the GPA Transmission & Distribution system.

2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority up to $749,600 for the purpose of procuring two hundred (200) 45 foot concrete power poles from Benson Guam Enterprises Inc.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY and REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY, 2017.

Certified by:	**Attested by:**
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairman	**CCU Board Secretary**

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-19

Relative to Authorizing Expenditure for the Procurement of 45 Foot Class B Concrete Power Poles

What is the project's objective? Is it necessary and urgent?
This procurement is to replenish GPA stock 45' concrete power poles. 45' concrete power poles are required to replace damaged power poles, replace existing wooden power poles, and for line extensions to service new customers.

GPA's current balance of power poles is 266 ea. The minimum safety stock amount is 189. At the current rate of usage and the forecasted usage, GPA procurement anticipates the balance of 45' power poles to be below the minimum safety stock level of 189 in under 5 months.

How much will it cost?
$749,600.00

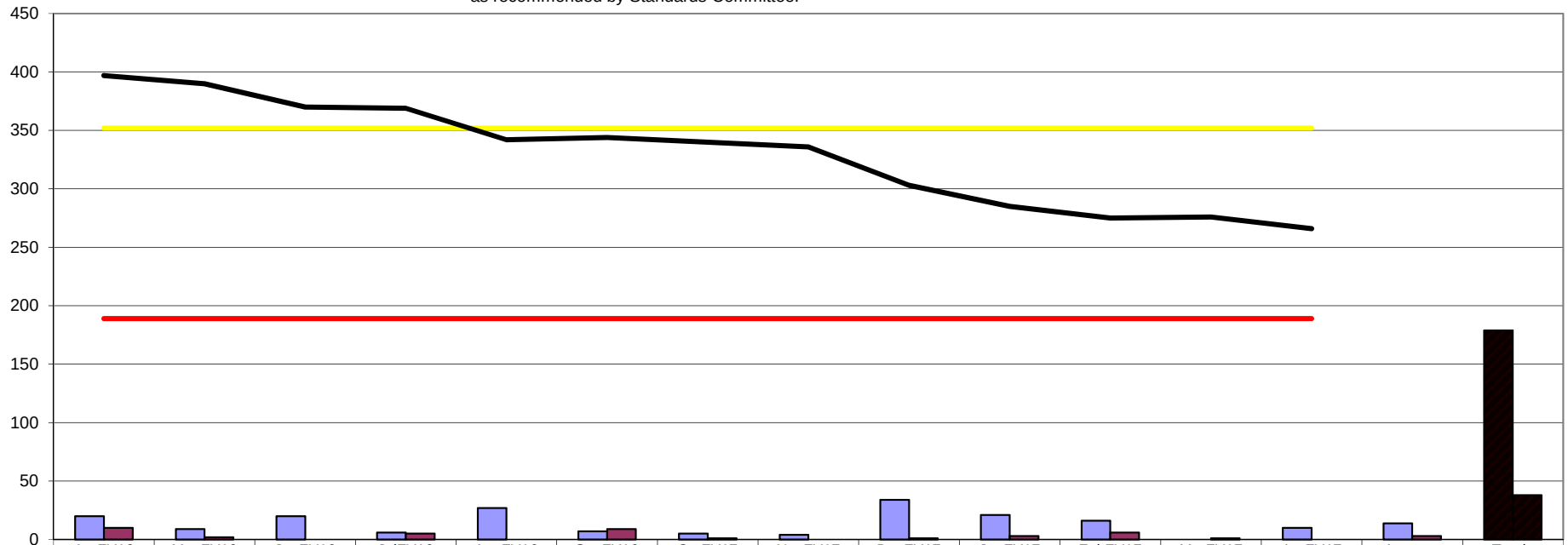
When will it be completed?
GPA anticipates delivery of power poles by August 2017.

What is its funding source?
Revenue Funds

The RFP/BID responses:
***America's Best Electricmart Inc. and Benson Guam Enterprises Inc.* submitted bids for GPA's consideration. GPA's Evaluation Committee has determined *Benson Guam Enterprises Inc.* to be the lowest responsive bidder for the 45 foot Class B concrete power poles.**

45' Class B Concrete Pole Issuance Report

Safety Stock Levels & Re-order Point changed
as recommended by Standards Committee.



	AprFY16	MayFY16	JunFY16	JulFY16	AugFY16	SepFY16	OctFY17	NovFY17	DecFY17	JanFY17	FebFY17	MarFY17	AprFY17	Average	Totals
Issues	20	9	20	6	27	7	5	4	34	21	16	0	10	14	179
Credits	10	2	0	5	0	9	1	0	1	3	6	1	0	3	38
Reorder Point	352	352	352	352	352	352	352	352	352	352	352	352	352		
Safety Level	189	189	189	189	189	189	189	189	189	189	189	189	189		
Month End	397	390	370	369	342	344	340	336	303	285	275	276	266		

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
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RESOLUTION NO. 2017–20

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES TO SUPPORT GPA'S RESOURCE PLANS (RFP-17-002) TO LEIDOS, INC.

WHEREAS, the most recent IRP recommended the conversion from RFO to ULSD or LNG and the continued use of Piti #7, #8 and #9; and

WHEREAS, GPA's Energy Conversion Agreements for Piti #7 and Piti #8 and 9 are expiring within the next two years and ownership will transfer to GPA; and

WHEREAS, transition to ULSD will require assessment of current resources, construction and installation of new facilities, or modification of current facilities to retrofit them for ULSD usage; and

WHEREAS, to ensure proper transition of ownership and continued reliability, efficiency and availability of the power plants after the Energy Conversion Agreement period, adequate planning and assessment are needed; and

WHEREAS, in preparation for these tasks, GPA solicited the services of a firm or consortium of firms to provide Engineering and Technical Services supporting Resource Plans (RFP-17-002), through Resolution 2016-58 and PUC Docket 1705; and

WHEREAS, LEIDOS, Inc. was determined to be the most qualified proponent (Exhibit A);

WHEREAS, approval is requested to allow the General Manager to award the contract to Leidos, Inc. for task orders not exceeding $1,000,000.00 in 2017-2018.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES subject to the review and approval of the Public Utilities Commission as follows:

1. The General Manager is authorized to proceed with the award of RFP-17-002 for Engineering and Technical Services to Support GPA's Resource Plans to LEIDOS, Inc.
2. The General Manager is authorized an increase in contracting authority on this contract to $1,000,000.00.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY and REGULARY ADOPTED this 23rd day of May 2017.

Certified by: **Attested by:**

JOSEPH T. DUENAS
CHAIRMAN

J. GEORGE BAMBA
SECRETARY

SECRETARY'S CERTIFICATE

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

APPENDIX A

COMMITTEE-WIDE EVALUATION AND RANKING OF PROPONENTS

APPENDIX A

STEP TWO
COMMITTEE-WIDE EVALUATION FORM

Row #	PROPONENT	EVALUATOR STEP TWO - POINTS AWARDED							TOTAL	RANK
		1	2	3	4	5	6	7		
1	TRC		1	3			5		9	
2	SEGA, INC.	1			3		1	1	6	
3	KEPCO E&C - AMORIENT	5	3	5		1	3		17	2nd
4	Stanley Consultants			1	1	3		5	10	3rd
5	LEIDOS	3	5		5	5	5	3	26	1st
6	HDR								0	
7	GHD								0	

*Note: 5 points awarded to most qualified (highest scored) proponent; 3 points to 2nd highest scored proponent, and 1 point for 3rd highest scored proponent. All other proponents get 0 score.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-20:

Relative to Authorizing the Management of Guam Power Authority to Award the Contract for Engineering and Technical Services Supporting GPA's Resource Plans to LEIDOS, Inc.

What is the project's objective? Is it necessary and urgent?
GPA was approved to solicit Engineering and Technical Services Supporting GPA's Resource Plan, specifically for the execution of the following tasks:

(1) Technical Assessment, Transition Support and planning for future operation and maintenance of GPA's Piti #7 (Combustion Turbine and Piti #8 and 9 (Slow Speed Diesel) units. These are currently owned by independent power producers, but ownership will transfer to GPA in December 2017 and January 2019 respectively.
(2) Technical Assessment, Engineering & Technical Support for Major Maintenance and Activities, and Transition Planning from RFO to ULSD, for GPA's Fuel Bulk Storage Facility. This also includes planning for future operation and maintenance of the facility.
(3) Other Services related to planning for and executing resource plans such as, but not limited to: Engineering Planning Support GPA's Integrated Resource Plan; a feasibility study on other types of power generating units such as waste-to-energy facilities.

GPA evaluated several proposals from proponents and found LEIDOS to be the most qualified proponent. It is necessary and urgent to award the contract to LEIDOS to complete work necessary to ensure proper transfer of ownership of the Piti #7 Plant and Piti #8 and 9 Plant to GPA, as well as to meet deadlines for the transition to ULSD.

Where is the location?
The selected firm is based in the US, but will travel to Guam for assessment of facilities as required.

How much will it cost?
The services to be provided are estimated to cost up to $1,000,000.00 for Calendar Years 2017 and 2018, depending on the workload assigned to the consultants and urgency of projects.

When will it be completed?
The contract is planned for an initial period of five (5) years, with the option to extend for five (5) additional annual extensions.

What is its funding source?
Most of the services will be funded through O&M, and some through CIP if it involves procurement of equipment, construction, modification and others.

The RFP/BID responses:
The RFP will commence after CCU and PUC approval.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Resolution 2017-21

Approval for Procurement of 34.5 kV SF_6 Breakers

WHEREAS, the oil power circuit breakers installed in the Barrigada and Harmon Substations were manufactured in the 1960's and 1970's and are now antiquated; and

WHEREAS, the existing power circuit breakers have exceeded their recommended life span of 25 years; and

WHEREAS, the customers served by the Barrigada and Harmon Substations are vulnerable to outages due to the aging power circuit breakers; and

WHEREAS, GPA seeks to mitigate future outages associated with these aging power circuit breakers; and

WHEREAS, SF_6 power circuit breakers are more reliable, safer and require less maintenance, which will bolster GPA's efforts to improve system reliability; and

WHEREAS, GPA included the funding necessary for the 34.5 kV breakers in their approved FY 2017 CIP budget; and

WHEREAS, the Consolidated Commission on Utilities fully supports GPA's efforts to increase system reliability in a cost effective manner through the replacement of the antiquated power circuit breakers; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure power circuit breakers through Bid Invitation No. GPA-037-17, Line Item 2.0, describing the specifications of the power circuit breakers and information required of each offeror; and

WHEREAS, *R&D Marketing, America's Best Electricmart Inc., Benson Guam Enterprises Inc., JMI Edison, and Polyphase System Inc.* submitted bids for GPA's consideration; and

WHEREAS, GPA's Evaluation Committee has determined *Polyphase System Inc.* to be the lowest responsive bidder for the 34.5 kV SF6 circuit breakers; and

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. After careful review of the attached documents, the Consolidated Commission on Utilities finds the purchase of five (5) each 34.5 kV SF_6 power circuit breakers for the 34.5 kV breaker upgrades at the Barrigada and Harmon Substations to be reasonable, prudent and necessary to improve system reliability and increase safety.
2. The General Manager of GPA is hereby authorized obligating authority of **$291,335.00** for the purpose of procuring five (5) each 34.5 kV SF_6 power circuit breakers.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairperson	Secretary

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-21:

Relative to Authorize Expenditure for the Procurement of 34.5 kV SF_6 Breakers

What is the project's objective and is it necessary and urgent?
This project upgrades the existing aging 34.5 kV power circuit breakers to SF_6 breakers to improve system reliability and personnel safety. The failure of antiquated oil circuit breakers poses a severe burn hazard as the insulating medium is expelled in the air during an explosion and is flammable at high temperatures.

Where is it at?
The new SF_6 breakers will replace equipment installed at the Barrigada and Harmon Substations.

How much will it cost?
The five (5) SF_6 breakers will cost $291,335.00.

When will it be completed?
Expected completion date is February 28, 2018.

What is its funding source?
GPA has Capital Improvement Project (CIP) funds identified for SF6 circuit breaker upgrades in their approved FY2017 budget plan.

The RFP/BID responses:
R&D Marketing, America's Best Electricmart Inc., Benson Guam Enterprises Inc., JMI Edison, and Polyphase System Inc. submitted bids for the 34.5kV SF6 Circuit Breakers as part of bid GPA-037-17.

***Polyphase System Inc*. was the lowest responsible and responsive bidder for the 34.5kV SF6 Circuit Breakers (Line Item 2.0) and was subsequently awarded the bid.**

Buyer: Dawn F.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O. BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96910-2977

RECEIVED
APR 14 2017
GPA PROCUREMENT
10:00 AM

MEMORANDUM

To: Supply Management Administrator

From: Committee Members

Date: April 10, 2017

Subject: Bid Evaluation for GPA-037-17, SF6 Circuit Breakers

Guam Power Authority
Assistant Manager, OPTS
17-352
APR 10 2017
RECEIVED
By: Time: 1:41 pm

The evaluation committee members have completed reviewing the offers for the subject bid. See results below.

Line Item 1.0 (115 kV SF6 Circuit Breakers)

Vendor	Make	Evaluation
R&D Marketing (Basic offer)	Siemens	Meets specifications
R&D Marketing (Alternate offer)	Alstom	Meets specifications
America's Best Electricmart Inc.	Siemens	Meets specifications
Benson Guam Enterprises Inc.	Siemens	Meets specifications
JMI Edison	Siemens	Meets specifications
Polyphase System Inc. (Basic offer)	Siemens	Meets specifications
Polyphase System Inc. (Alternate offer)	ABB	Does not meet specifications. Vendor did not complete and submit section 10.0 on GPA Specifications E-039 for this offer, as required.

Line Item 2.0 (34.5 kV SF6 Circuit Breakers)

Vendor	Make	Evaluation
R&D Marketing (Basic offer)	Siemens	Meets specifications
R&D Marketing (Alternate offer)	Alstom	Does not meet specifications. Vendor offering breakers rated 2000 Amperes when specifications requires rating of

		3000 Amperes.
America's Best Electricmart Inc.	Siemens	Meets specifications
Benson Guam Enterprises Inc.	Siemens	Meets specifications
JMI Edison	Siemens	Meets specifications
Polyphase System Inc. (Basic offer)	Siemens	Meets specifications
Polyphase System Inc. (Alternate offer)	ABB	Does not meet specifications. Vendor did not complete and submit section 10.0 on GPA Specifications E-017 for this offer, as required.

The committee therefore recommends awarding Line Item 1.0 to R&D Marketing for their alternate offer, and Line Item 2.0 to Polyphase System Inc. for their basic offer. They are the lowest responsive bidder for their respective Line Item group.

Vincent A. Pangelinan, P.E.
T&D, Power Systems Superintendent

Jerald P. Taitano
T&D, Substation Electrician Supervisor

Alexander B. Salomon
Engineering, Engineer II

Concurred by: _____ 4/10/17
Melinda C. Mafnas, P.E. Date
Assistant General Manager of Operations

Approved by: _____ 4/12/17
John M. Benavente, P.E. Date
General Manager

received
4/11/17 GM056-4.17

Number of Invitations Issued: 6
Number of Bids Received: 5

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: GPA-037-17
Opening Date: 07-8-17
Opening Time: 2:00 p.m.

Description of Supplies or Services: 5kV Circuit Breakers

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0	2.0
			QTY	3	5
			UNIT	EA.	EA.
			DELIVERY	24 WEEKS ARO	24 WEEKS ARO
			MFG		
1.) R&D MARKETING			BASIC	$94,846.00	$67,459.00
STANDBY LETTER OF CREDIT NO: 01-SB-1298			MFR	SIEMENS INDUSTRY INC	SIEMENS INDUSTRY INC
AMT: $94,000.00; ORIG AFFOS OF			DEL	A/S	A/S
GPA-041-17 - MANUFACTURE; NON-COLLUSION;					
NO GRATUITIES; ETHICAL STANDARDS; WAGE			ALT	$81,350.00	$59,537.00
DETERMINATION; SEX OFFENDERS; CONTR			MFR	ALSTOM GRID INC	ALSTOM GRID INC
AGREEMENT; BUSINESS LICENSE; CONFORMANCE			DEL	A/S	A/S
2.) AMERICA'S BEST ELECTRICMART INC.				$99,378.41	$85,950.09
BID BOND NO: BND250019-A-01; 15% OF			MFR	SIEMENS	SIEMENS
BID; CERT. OF AUTHORITY; AFFID - ORGANIZATION;			DEL	A/S	A/S
NON COLLUSION; NO GRATUITIES; ETHICAL STANDARDS;					
WAGE DETERMINATION; SEX OFFENDERS; CONTR					
AGREEMENT; BUSINESS LICENSE;					
CONFORMANCE					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By: [signature]

Date: 07/08/17

[signature]

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) circled above)

BASIS FOR AWARD

- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

Doc. No. 34GL-17-0807.*

CCU May 23, 2017 Regular Meeting - NEW BUSINESS

Hardy Wy / Benson
Lonnie Caplinger / PSI
Judith Tovey Soil Erosion
Bernard Petruska June Gotsch
Dave Hicks Ameda's Best Electrical
Plumbing Rep

(It is not necessary to fill in this portion if data is recorded elsewhere)

ADMINISTRATIVE STATEMENT (When applicable)

Number of Bids Received: 6 / 5

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: GPA-037-17
Opening Date: 03-08-17 Opening Time: 2:00 pm

Description of Supplies or Services: SF6 Circuit Breakers

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0	2.0
			QTY	3	5
			UNIT	EA.	EA.
			DELIVERY	24 WEEKS ARO	24 WEEKS ARO
			MFG		
3) BENSON GUAM ENTERPRISES INC.				$82,600.00	$59,968.00
BID BOND NO: AGA-2895-B; 15% OF BID;			MFR	SIEMENS INDUSTRY INC	SIEMENS INDUSTRY INC
CERT. OF AUTHORITY; DRAFTED W/GPA-037-17			DEL	ARO	ARO
MANUFACTURER; NON COLLUSION; NO ARREARAGES;					
ETHICAL STANDARDS; WAGE DETERMINATION;					
SEX OFFENDERS; LOCAL PROCUREMENT;					
BUSINESS LICENSE; LITERATURE					
4) IMI EDISON				$89,800.00	$65,286.00
BID BOND NO: KIC-14325-B; 15% OF BID;			MFR	SIEMENS INDUSTRY INC	SIEMENS INDUSTRY INC
CERT. OF AUTHORITY; AFFDS - MANUFACTURER;			DEL	ARO	ARO
NON COLLUSION; NO ARREARAGES; ETHICAL					
STANDARDS; WAGE DETERMINATION; SEX					
OFFENDERS; LOCAL PROCUREMENT; BUSINESS					
LICENSE; LITERATURE					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By: Joe Jayeron

Date: 03/08/17

Jesse T. Reyes

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) elected above)

BASIS FOR AWARD

- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

Doc. No. 34GL-17-0807.*

CCU May 23, 2017 Regular Meeting - NEW BUSINESS

ADMINISTRATIVE STATEMENT (If box applicable)

(It is not necessary to fill in this portion if data is recorded electronically)

Number of Bids Received: 6 / 5

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: GPA-037-17
Opening Date: 03-08-17 Opening Time: 2:00 PM.

Description of Supplies or Services: SF6 Circuit Breakers

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0	2.0
			QTY	3	5
			UNIT	EA.	EA.
			DELIVERY	24 WEEKS ARO	24 WEEKS ARO
			MFG		
5) POLYPHASE SYSTEM INC			BASIC	$95,250.00	$58,267.00
BID BOND NO BND0250021-A-01; 15%			MFR	SIEMENS	SIEMENS
OF BID; CERT. OF AUTHORITY; AFFDS -			DEL	A/S	A/S
MAJORITY/MINORITY; NON COLLUSION; NO GRATUITIES;					
ETHICAL STANDARDS; WAGE DETERMINATION;			NET	$88,750.00	$57,995.00
SEX OFFENDERS; CERT. PROCUREMENT;			MFR	AAB	AAB
BUSINESS LICENSE; CERTIFICATE			DEL	A/S	A/S

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By: [signature]

Date: 03/08/17

[signature]

BASIS FOR AWARD
- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) listed above)

Doc. No. 34GL-17-0807.*

CCU May 23, 2017 Regular Meeting - NEW BUSINESS

ADMINISTRATIVE STATEMENT (if/when applicable)

(It is not necessary to fill in this portion if data is recorded elsewhere)

Land for New Power Plant

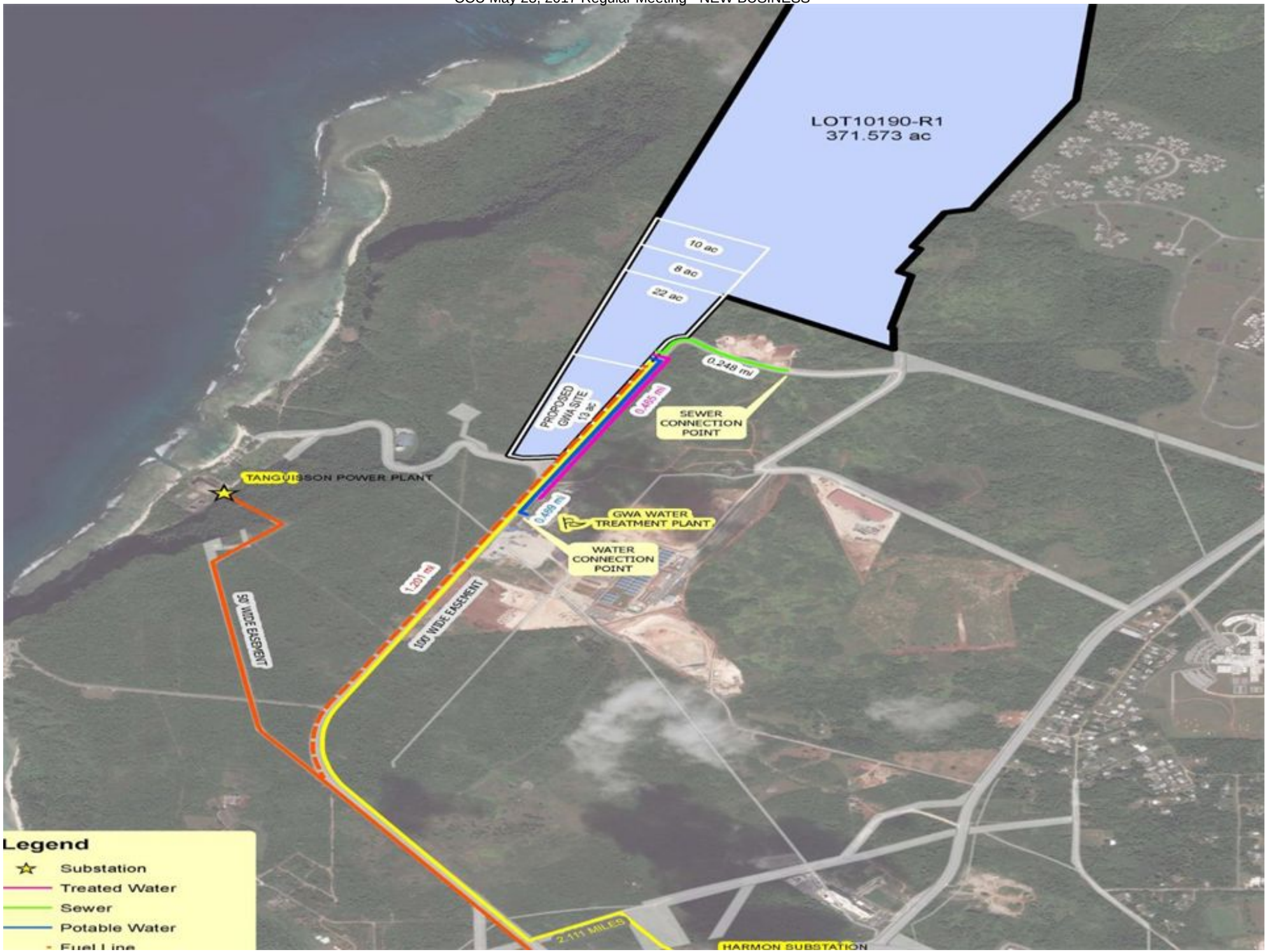
May 18, 2017

Land Requirements

- 30 to 40 Acres
- Vicinity of Northern Wastewater Treatment Plant
- Must be greater than 1,500 Feet from Any School
- Must have potential to be rezone for public utility use
- Procurement critical by August 2017, scheduled date for issuing of tender for 180MW power plant. GPA working to meet as close as possible plan sent to USEPA.
- Bid issued early 2017 but resulted in:
  - Two bids received but both bids not compliant with requirements
  - One bid below minimum acreage required; other within 1,500 feet from Okudu High School. Also in close proximity to residential dwellings and GRMC hospital.
  - Bid was cancelled; Re-bid is being considered.

Ancestral Land Option

- GWA recently approved to purchase 17 Acres from GALC for the expansion of the Northern Wastewater Treatment Plant
- GWA with support from GALC was able to successfully obtain legislation authorizing the purchase of the property and to zone the land for Public Use
- GALC has substantial Acreage adjacent to the GWA purchased land which would be ideal for the new power plant site. A similar arrangement to the GWA purchase would expedite the procurement process for the New plant
- GPA has recently determined after consultation with the EPCM, that it would need closer to 40 acres for the power plant, substation, fuel storage tanks, fuel transfer facility, LNG storage and containerization
- GPA is seeking authorization to pursue purchase from GALC of 40 acres and any legislation required under a similar arrangement as was recently achieve for the GWA NWWTP


LOT10190-R1
371.573 ac
10 ac
8 ac
22 ac
PROPOSED GWA SITE 13 ac
0.248 mi
0.495 mi
0.499 mi
1.201 mi
SEWER CONNECTION POINT
GWA WATER TREATMENT PLANT
WATER CONNECTION POINT
TANGUISSON POWER PLANT
50' WIDE EASEMENT
100' WIDE EASEMENT
2.111 MILES
HARMON SUBSTATION
Legend
Substation
Treated Water
Sewer
Potable Water
Fuel Line

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2017-23:

Relative to Authorizing Supporting Proposed Draft Legislation for Acquisition of Certain Guam Ancestral Lands Commission Properties for the New Generation Power Plant

What is the project's objective? Is it necessary and urgent?

The acquisition of land is critical in developing the bid specifications for the bid for the new generation power plant. GPA issued a Multi-Step bid for land in February 2017 which only attracted two bid proposals and was cancelled due to both bids not complying with the bid specifications. There are concerns based on the lack of participation in the recent bid and potential additional delays in the bid process which may significantly delay the procurement for the new generation power plant. GWA was recently approved to purchase 17 Acres from Guam Ancestral Lands Commission (GALC) for the expansion of the Northern District Wastewater Treatment Plant (NDWWTP). GWA, with support from GALC, successfully obtained legislation authorizing GWA to purchase the property and zone the land for Public Use. GALC has substantial Acreage adjacent to the GWA purchased land which would be ideal for the new generation power plant. A similar arrangement to the GWA purchase would expedite the procurement process for the new generation power plant. GPA has recently determined after consultation with the Engineering, Procurement & Construction Management (EPCM), that it would need closer to 40 acres for the power plant, substation, liquid and natural gas fuel storage and operating facilities. GPA is seeking authorization to pursue a purchase from GALC of 40 acres and any legislation required under a similar arrangement as the recent GWA purchase.

Where is this located?

Land is adjacent to the site where GWA will be building the NDWWT Plant in Harmon.

How much will it cost?

Compensation has not been determined. Compensation for the property to include but not limited to land exchange, land lease, in kind services, purchase, or a combination of these options to be approved by Guam Power Authority (GPA), the Consolidated Commission on Utilities (CCU) and Guam Ancestral Lands Commission (GALC) and will have one hundred eighty (180) days to finalize a compensation agreement.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017 - 23

RELATIVE TO SUPPORTING PROPOSED DRAFT LEGISLATION FOR ACQUISITION OF CERTAIN GUAM ANCESTRAL LANDS COMMISSION PROPERTIES FOR THE NEW GENERATION POWER PLANT

WHEREAS, in October 2016 the PUC authorized GPA to initiate the procurement of up to 180 MW of new generation as part of the GPA Integrated Resource Plan to meet future demand and comply with USEPA emissions regulations; and

WHEREAS, CCU Resolution 2016-22 in November 2016 authorized GPA to procure 30-40 acres of land located in the Harmon area for the new generation power plant site; and

WHEREAS, GPA had determined the Harmon area to be reasonable, prudent and necessary for reliable operation of the new generation power plant because the location is:

- elevated from potential tidal waves and/or storm surges
- close to a major substation and customer load
- close to the GWA Wastewater Treatment Plant for cooling water alternative; and

WHEREAS, the acquisition of land is critical in developing the bid specifications for the bid for the new generation power plant; and

WHEREAS, GPA issued a Multi-Step bid for land in February 2017 which only attracted two bid proposals and was cancelled due to both bids not complying with the bid specifications; and

WHEREAS, there are concerns based on the lack of participation in the recent bid and potential additional delays in the bid process which may significantly delay the procurement for the new generation power plant; and

WHEREAS, GWA was recently approved to purchase 17 Acres from Guam Ancestral Lands Commission (GALC) for the expansion of the Northern District Wastewater Treatment Plant (NDWWTP); and

WHEREAS, GWA, with support from GALC, successfully obtained legislation authorizing GWA to purchase the property and zone the land for Public Use; and

WHEREAS, GALC has substantial Acreage adjacent to the GWA purchased land which would be ideal for the new generation power plant. A similar arrangement to the GWA purchase would expedite the procurement process for the new generation power plant; and

WHEREAS, GPA has recently determined after consultation with the Engineering, Procurement & Construction Management (EPCM), that it would need closer to 40 acres for the power plant, substation, liquid and natural gas fuel storage and operating facilities; and

WHEREAS, GPA is seeking authorization to pursue a purchase from GALC of 40 acres and any legislation required under a similar arrangement as the recent GWA purchase.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES, the GOVERNING BODY of the GUAM POWER AUTHORITY as FOLLOWS:

1. The CCU supports the intent of the draft attached bill with modification as deemed appropriate

AN ACT TO TRANSFER A PORTION OF LOT IDENTIFIED AS ANDERSEN COMMUNICATION ANNEX NO. 1 (AJKD), MUNICIPALITY OF DEDEDO AS SHOWN ON DEPARTMENT OF LAND MANAGEMENT PARCELING SURVEY MAP DESCRIBING LOT 10190 , MUNICIPALITY OF DEDEDO WITH AN AREA OF ±162,000. SQUARE METERS or 40.00 ACRES FROM THE GUAM ANCESTRAL LAND COMMISSION INVENTORY TO THE GUAM POWER AUTHORITY FOR THE PURPOSE OF CONSTRUCTION OF THE 180 MEGAWATT POWERPLANT AND SUPPORT FACILITY; AND TO REZONE A PORTION OF ANDERSEN COMMUNICATION ANNEX No. 1 (AJKD), MUNICIPALITY OF DEDEDO, AS SHOWN ON DEPARTMENT OF LAND MANAGEMENT SKETCH IDENTIFIED AS NDWWTP FROM HOTEL (H), IN ACCORDANCE WITH THE OFFICIAL ZONING MAP COVERING THE MUNICIPALITY OF DEDEDO "DOS AMANTES" PLANNING AREA, INSTRUMENT N0. 817995 TO PUBLIC FACILITY ZONE (PF).

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

D R A F T

I MINA' TRENTAI KUATRO NA LIHESLÅTURAN GUÅHAN

2017 (FIRST) Regular Session

Bill No. _____

Introduced by: _____

AN ACT TO TRANSFER A PORTION OF LOT IDENTIFIED AS ANDERSEN COMMUNICATION ANNEX NO. 1 (AJKD), MUNICIPALITY OF DEDEDO AS SHOWN ON DEPARTMENT OF LAND MANAGEMENT PARCELING SURVEY MAP DESCRIBING LOT 10190 , MUNICIPALITY OF DEDEDO WITH AN AREA OF ±162,000 SQUARE METERS or 40.00 ACRES FROM THE GUAM ANCESTRAL LAND COMMISSION INVENTORY TO THE GUAM POWER AUTHORITY FOR THE PURPOSE OF CONSTRUCTION OF THE 180 MEGAWATT POWERPLANT AND SUPPORT FACILITY; AND TO REZONE A PORTION OF ANDERSEN COMMUNICATION ANNEX No. 1 (AJKD), MUNICIPALITY OF DEDEDO, AS SHOWN ON DEPARTMENT OF LAND MANAGEMENT SKETCH IDENTIFIED AS NDWWTP FROM HOTEL (H), IN ACCORDANCE WITH THE OFFICIAL ZONING MAP COVERING THE MUNICIPALITY OF DEDEDO "DOS AMANTES" PLANNING AREA, INSTRUMENT N0. 817995 TO PUBLIC FACILITY ZONE (PF).

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent.

I Liheslaturan Guåhan finds that the Guam Power Authority (GPA) has identified property, owned by the Guam Ancestral Land Commission (GALC) and adjacent to the site where Guam Waterworks Authority will be building the Northern District Wastewater Treatment Plant (NDWWTP).

D R A F T

I Liheslaturan Guåhan finds that under 21 GCA, Chapter 80, Guam Ancestral Lands Commission§ 80104, (e) Land Bank, GPA's interest in obtaining the property for public benefit with the appropriate compensation agreement is consistent with the intent of contributing to the assets and revenue of the land bank established under the law.

I Liheslaturan Guåhan finds that this project is necessary and will benefit the people of Guam and intends to authorize the Ancestral Land Commission to transfer approximately ±**162,000 square meters** (40.00 acres) to the Guam Power Authority to accomplish the necessary improvements described above. GPA and GALC have discussed the basic terms of the transfer to meet the needs and mandates of both parties, and are committed to finalize compensation to the Guam Ancestral Lands Commission within one hundred eighty days (180) of the enactment of this Act.

Section 2. Authorization to Transfer Land Identified to the Guam Power Authority. Notwithstanding any other provision of law, rule or regulation, *I Liheslaturan Guåhan* authorizes the Guam Ancestral Lands Commission (GALC) to transfer approximately ±162,000 m^2, a portion of Andersen Communication Annex No. 1 (AJKD), municipality of Dededo, as shown on Department of Land Management sketch identified as Lot no. 10190 (see Exhibit A), for the construction of the 180 MW Power Plant from the inventory of the Guam Ancestral Land Commission to the Guam Power Authority. The administrative transfer of property shall become effective upon the enactment of this Act.

(a) Guam Power Authority shall pay for the appraisal of the property by two different appraisers, one of which shall be selected by the Director of the Department of Land Management.

(b) Guam Power Authority shall have the property surveyed at its own expense and the surveyed map shall be approved and recorded by the Department of Land Management.

(c) Guam Power Authority shall work with Guam Ancestral Lands Commission to determine an appropriate compensation for the property to include but not limited to land exchange, land lease, in kind services, purchase, or a combination of these options to be approved by Guam Power Authority (GPA), the Consolidated Commission on Utilities (CCU) and Guam Ancestral Lands Commission (GALC) and will have one hundred eighty

D R A F T

(180) days to finalize a compensation agreement.

(d) Guam Ancestral Lands Commission grants right of entry immediately for GPA to complete the required geotechnical survey, topographic survey, other required testing and studies, and to initiate design and construction of the 180 MW Power Plant while both parties are finalizing compensation and the deed is recorded.

(e) Guam Ancestral Lands Commission is authorized to use compensation received from Guam Power Authority for the purchase of the land specified in this section to be designated as inventory for the Land Bank.

Section 3. Zoning Designation. The portion of Andersen Communication Annex No.1 (AJKD), municipality of Dededo, as shown on Department of Land Management survey map identified as Lot no. 10190. (see Exhibit A), that will be utilized for the 180 MW Power Plant, shall be rezoned from an Hotel Zone (H) in accordance with the Official Zoning Map Covering the Municipality of Dededo, "Dos Amantes" Planning Area, Instrument No. 817995 to Public Facility Zone (PF) pursuant to 21 GCA, Chapter 61, § 61313.

Section 4. Effective Date. This act shall take effect upon its enactment.

Section 5. If any of provision of this law or its application to any person or circumstances is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this law, which can be given effect without the invalid provisions or application and to this end the provisions of this act are severable.

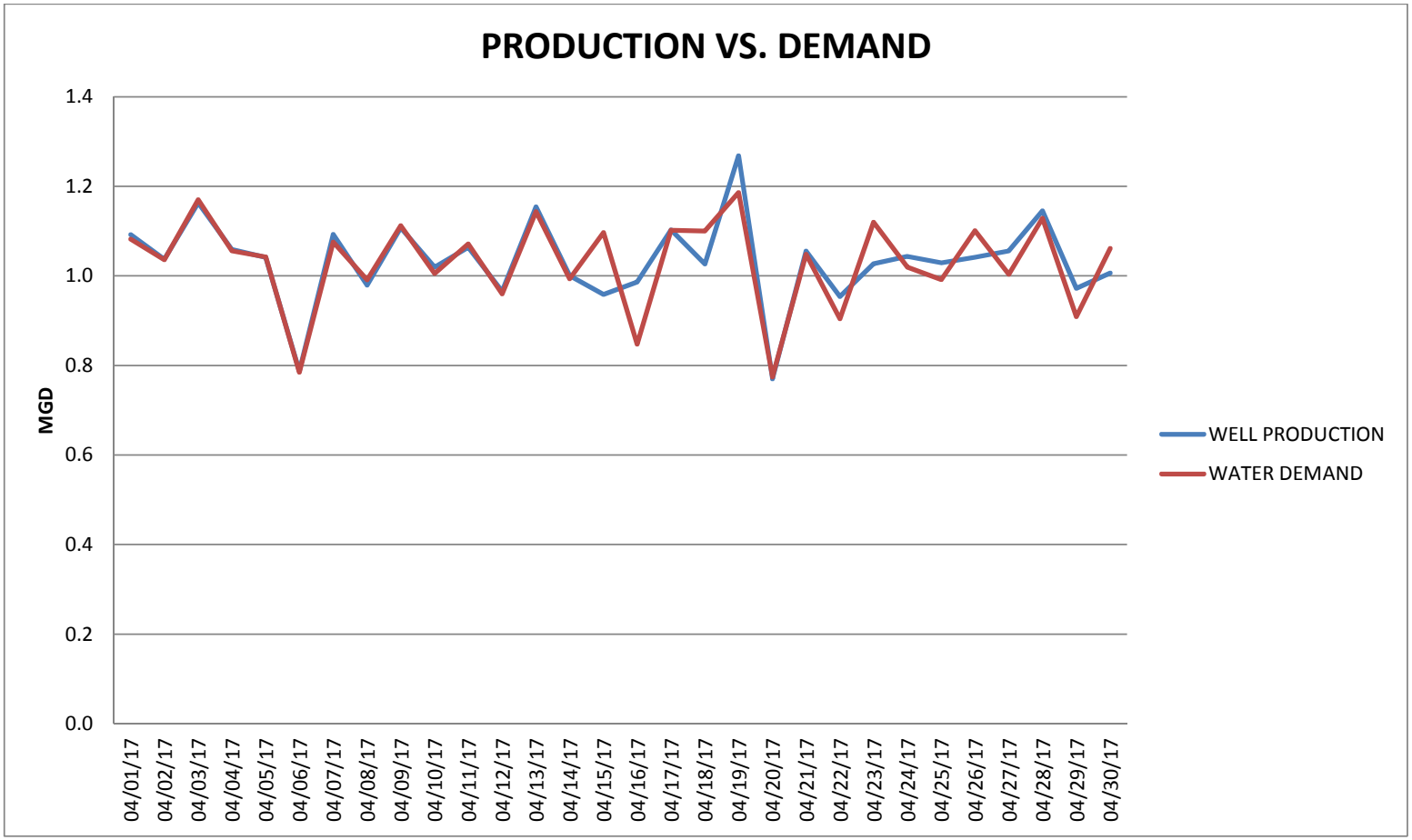
GUAM WATERWORKS AUTHORITY

General Manager's Report

GPWA CCU Board Meeting, May 23, 2017

"One Guam" Initiative – GWA and DOD NAVFAC

1. **Tumon Maui Well:**
    a. Power Line Transfer / Generator Status
        i. Still waiting on resolution for service transfer between DOD / GPA; billing to GWA pending.
        ii. Air Permit Renewal - permit application submitted to GEPA – pending approval.
        iii. Well Permit Renewal – Waiting on information from Navy for Well permit; application will be submitted to GEPA.
    b. Inspection by DOD
        i. Quarterly inspection conducted April 23rd
            1. Minor maintenance issues on reservoir pending
            2. All other concerns addressed
    c. Renewal of license – DOD is preparing the paper work for the yearly license.
    d. Potts Junction Intertie (Water Service)
        i. Materials and contractor in place; pending issuance of Building permits.
        ii. Backflow Preventer Installation – GWA has requested a RPZ (probably 8") to be installed at the connection. MCAG must provide the BFP.
        iii. GWA to provide As-Built drawing of vault construction for MCAG post construction.
    e. Production:
        i. In April, production ranged consistently between 1.0 and 1.1 million gallons per day (MGD), with the exception of several days where production dropped to 0.8 million gallons due to system trips and maintenance activity - see chart below.
        ii. Total production in March was **32,174,500 gallons.** Total Production in April was **30,907,300.**


PRODUCTION VS. DEMAND
MGD
1.4
1.2
1.0
0.8
0.6
0.4
0.2
0.0
04/01/17
04/02/17
04/03/17
04/04/17
04/05/17
04/06/17
04/07/17
04/08/17
04/09/17
04/10/17
04/11/17
04/12/17
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04/23/17
04/24/17
04/25/17
04/26/17
04/27/17
04/28/17
04/29/17
04/30/17
WELL PRODUCTION
WATER DEMAND

2. Issues for Agat WWTP Project

a. Appraisal still pending
   i. Letter sent to GWA regarding cost / Payment to DoD issued.
   ii. 120 days from the 16th of February to complete appraisal.
   iii. Determination of mitigations for easement and document based on appraisal.

b. Mixing zone study cooperation
   i. Draft report under review. Final report pending for May 2017.
   ii. Results favorable for GWA discharge permit limits.

c. GWA asking for temporary construction easement in advance of appraisal. NAVFAC stated it was possible and a 90 day allowance can be provided. The Navy Real Estate will write appropriate documents to allow GWA to move forward with construction prior to official estimates of mitigation needed.

3. Santa Rosa Tank

a. GWA first draft of the MOU in on hold – completion is pending finalization requirements based on designed improvements.

b. Project Status – design is on ongoing (~ 60% complete).

c. Options for the easement required for the tank project are being discussed. GWA questioned need for easement, given the nature of how the intertie will be configured and operated; simple access rights is being reviewed by Navy to determine if this simpler approach is suitable for the project.

4. OEA Coordination

a. Funding to cover DON work related to Observation Wells project
   i. Money will not come from GWA
   ii. OEA is in discussion with leadership of DoD for funding source for DON work on monitoring well environmental review – anticipate update and possible resolution at June face-to-face meeting.

5. Hydraulic modeling – on going

a. GWA/NAVFAC continue joint effort to develop an analysis report of existing models leading toward direction.

b. Pipe segments provided by GWA to NAVFAC.

6. Other issues

a. GWA letter on NOVA damage to utilities pending assembly of incident data.

b. Route 16 Waterline – NAVFAC discussed issues with replacing Route 16 waterline near Micronesian Mall. NAVFAC asked if GWA would be willing to consider a joint involvement to replace sections of DoD/GWA water line in this area.

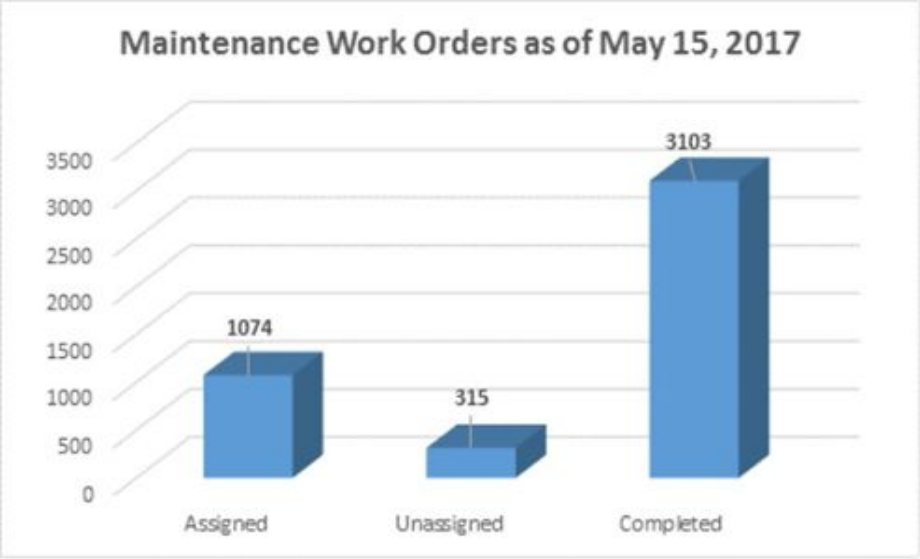
OEA Grants – Guam Water-Wastewater Infrastructure Projects

- Activity Updates.
  - Project Management Plan and Schedule Draft submitted; under GWA review
  - Outfall Diffuser concept design report pending completion; anticipated for submission to USEPA in May.
  - Sewer Interceptor –
    - preliminary work on bridging documents in progress;
    - GWA completed SMH survey; provided CCTV footage to PM/CM
    - PM/CM characterizing SMH replacements and pipe replacement segments required
  - NDWWTP –
    - Design RFP issued;
    - Pre-proposal conference held;
    - 30+ parties signed up for documents;
    - Proposals due May 25th.
- GWWIST meeting confirmed for June 8th in Hawaii.

Action Item	Date (Target)	Date (Actual)	Status	Remarks
Project Funds Available	July-16	AUG-30-16	Completed	
Land Acquisition	Jan-17	Jan-17 (Compensation Pending)	On-target	Survey complete, pending appraisals (in procurement)
Procure PM/CM Firm	Jan-17	Jan-17 (NTP Issued Feb 10th)	On-target	
Procure Design Firm	Jul-17		On-target	RFP issued; submissions due May 25th.
Design -- 30/60/90/Final -- Review	Jun-18		On-target	
NEPA Analysis and Determination	Feb-17		Delayed	USEPA work on-going; procurement of contractor pending
Procure Construction Firm	Dec-18		On-target	
Construction Complete/Commence Operations	Nov-21		On-target	
Sewer line connection from MCB to GWA infrastructure	Jul-19		On-target	
MCB Initial Operating Capability	Jul-22		On-target	

Asset Management

- Weekly and monthly meetings continue. Detailed meetings conducted to address procurement, administrative and training needs for the following sections:
  - *Water Distribution* – Pressure Line, Leak Detection, and Water Booster Pump Section;
  - *Water Production* – Deepwell, Plants Instrumentation, Electrical, and Chlorination;
  - *Wastewater Collection and Distribution* – On Schedule; and
  - *Wastewater Treatment* – On Schedule.
- Over 538 new assets registered into CMMS for various sites and facilities, to include our new Meter Test Facility and all its Bench Test equipment from October 2016 to present.
- Over 50 heavy equipment configured into CMMS to track maintenance. This includes current heavy and new acquisitions.
- Dynamic and Real Time Asset Management Reports were developed with IT on Webfocus which focused on the following:
  a. *PM/CM Performance – monthly and overall key performance Indicators*
     By Department (Distribution, Production, WW Collection and WW Treatment)
     Work Order Status - % of Generated vs % Completion
     Work Order Completion relative to an asset.
     Historical Attributes of an Asset.
  b. *Leak Analysis – monthly and over all leak reported vs completions*
     Leak Reported vs Leak Repaired
     Leak Count by Municipality
     Open Leaks and Completed Leak Summary by Municipality.
  c. *Water Loss Analysis – monthly and overall water loss in kgals and $ cost.*
     Monthly Water Loss Count by Division
     GWA Water vs Navy Water YTD
     GWA Water vs Navy Water by Month – actual water loss in kgals and associated cost.
     Water Loss Count by Division (Reason) – Fire Hydrant, Leak Detection, Leak Repair, Maintenance, Valve Exercise.

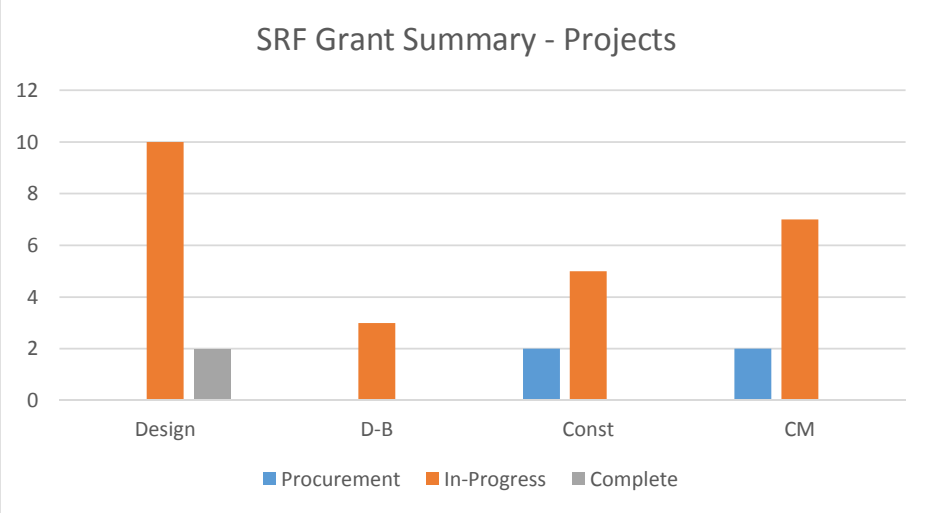


USEPA SRF Projects

- Summary of all SRF grant funded projects are shown below.

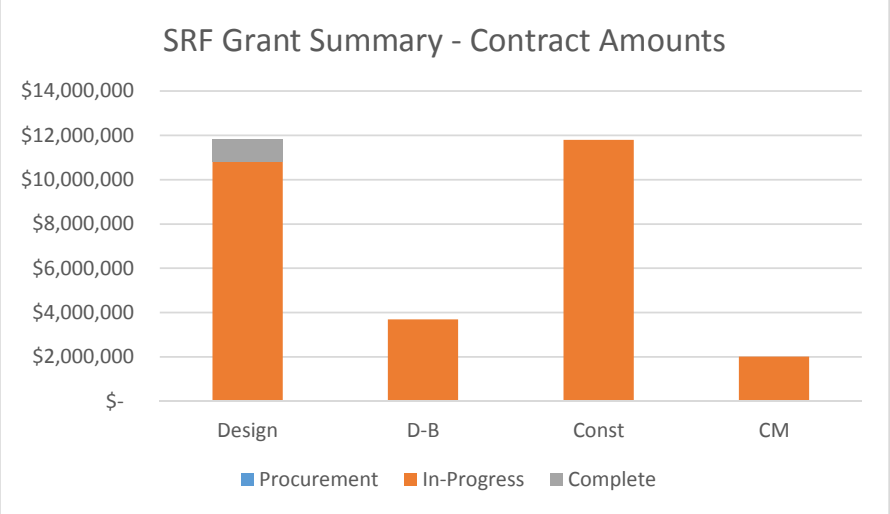
SRF Grant Summary - Projects

	Procurement	In-Progress	Complete	Totals	%
Design	0	10	2	12	39%
D-B	0	3		3	10%
Const	2	5		7	23%
CM	2	7		9	29%
Totals	4	25	2	31	
%	13%	81%	6%		



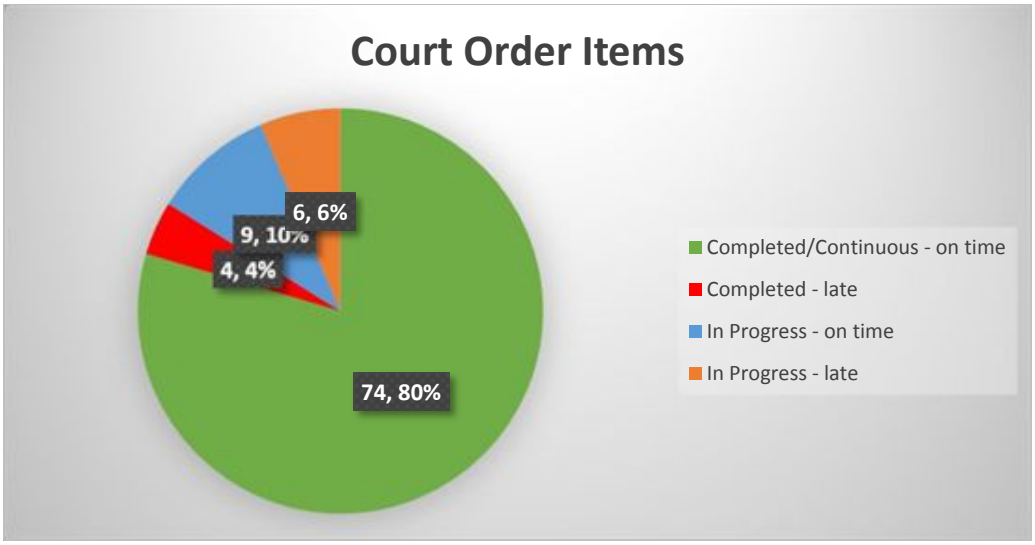
SRF Grant Summary - Contract Amounts

	Procurement	In-Progress	Complete	Totals	%
Design	$-	$10,812,544	$994,468	$11,807,012	40%
D-B	$-	$3,697,408		$3,697,408	13%
Const	$-	$11,799,256		$11,799,256	40%
CM	$-	$2,021,827		$2,021,827	7%
Totals	$-	$28,331,035	$994,468	$29,325,503	
%	0%	97%	3%		



Court Order

	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	74	4	6	9	95.7%

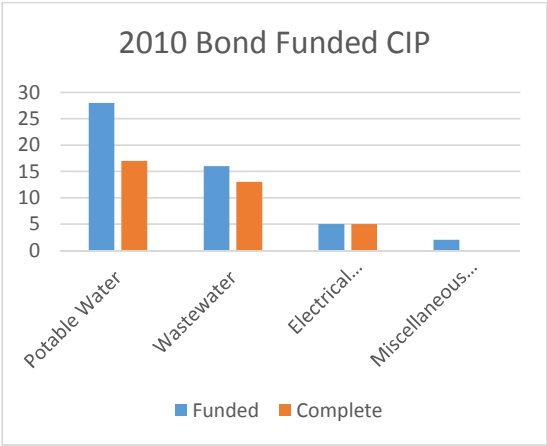


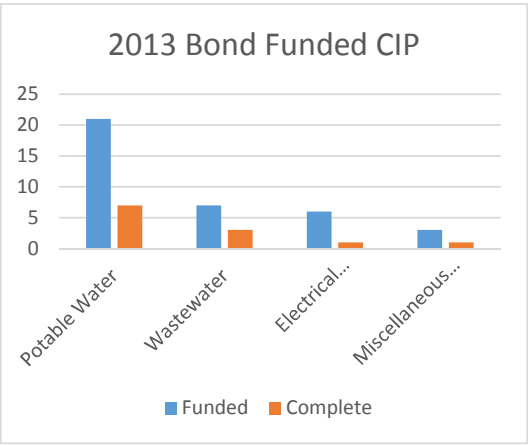
- 6 items delayed.
  - SSES (2 items)
  - Agat/SR System (2 items)
  - Cl Residual Monitors
  - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA:
  - One Bypass at Umatac WWTP due to Tropical Storm Muifa.
  - 3 WW spills in the Dededo area due to FOG.
  - 1 spill at Southern Link due to control fouling.
- The new Agat WWTP is operating well and the UV system well exceeds the permit limits.

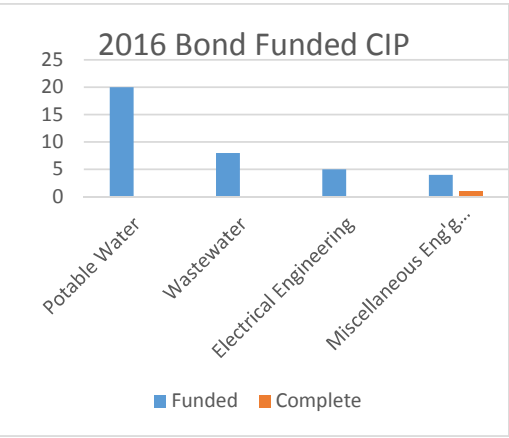
CIP Summary

CIP Summary - Project Encumbrance

	2010 Bond		2013 Bond		2016 Bond			
	Funded	Complete	Funded	Complete	Funded	Complete	Total CIP Projects	%
Potable Water	28	17	21	7	20	0	35	49%
Wastewater	16	13	7	3	8	0	22	31%
Electrical Engineering	5	5	6	1	5	0	10	14%
Miscellaneous Eng'g Support	2	0	3	1	4	1	4	6%
Totals	51	35	37	12	37	1	71	100%
% of Total CIP by Fund Source	72%		52%		52%			

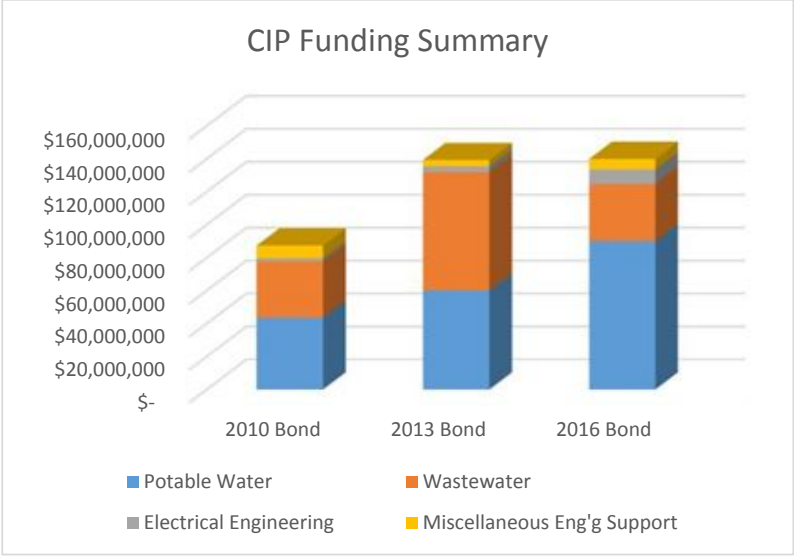


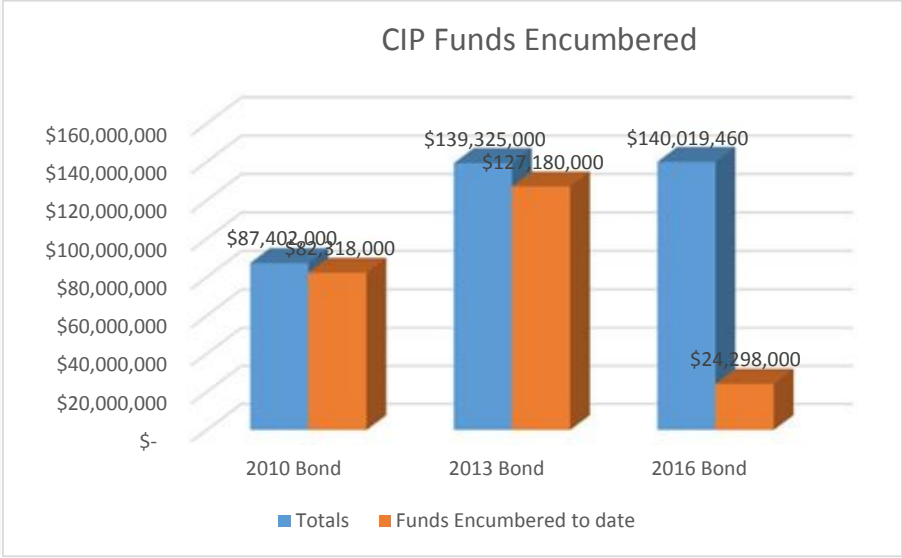




CIP Summary - Project Amounts

	2010 Bond		2013 Bond		2016 Bond			
	Funded	%	Funded	%	Funded	%	Total CIP Projects	%
Potable Water	$41,903,305	48%	$58,317,117	42%	$64,647,830	46%	$164,868,252	45%
Wastewater	$36,009,577	41%	$73,837,883	53%	$60,227,170	43%	$170,074,630	46%
Electrical Engineering	$1,748,118	2%	$3,395,000	2%	$8,750,000	6%	$13,893,118	4%
Miscellaneous Eng'g Support	$7,741,000	9%	$3,775,000	3%	$6,394,460	5%	$17,910,460	5%
Totals	$87,402,000	100%	$139,325,000	100%	$140,019,460	100%	$366,746,460	100%
Funds Encumbered to date	$82,318,000	94%	$127,180,000	91%	$24,298,000	17%		
% of Total CIP Funding	23.8%		38.0%		38.2%			





Land Acquisition Status

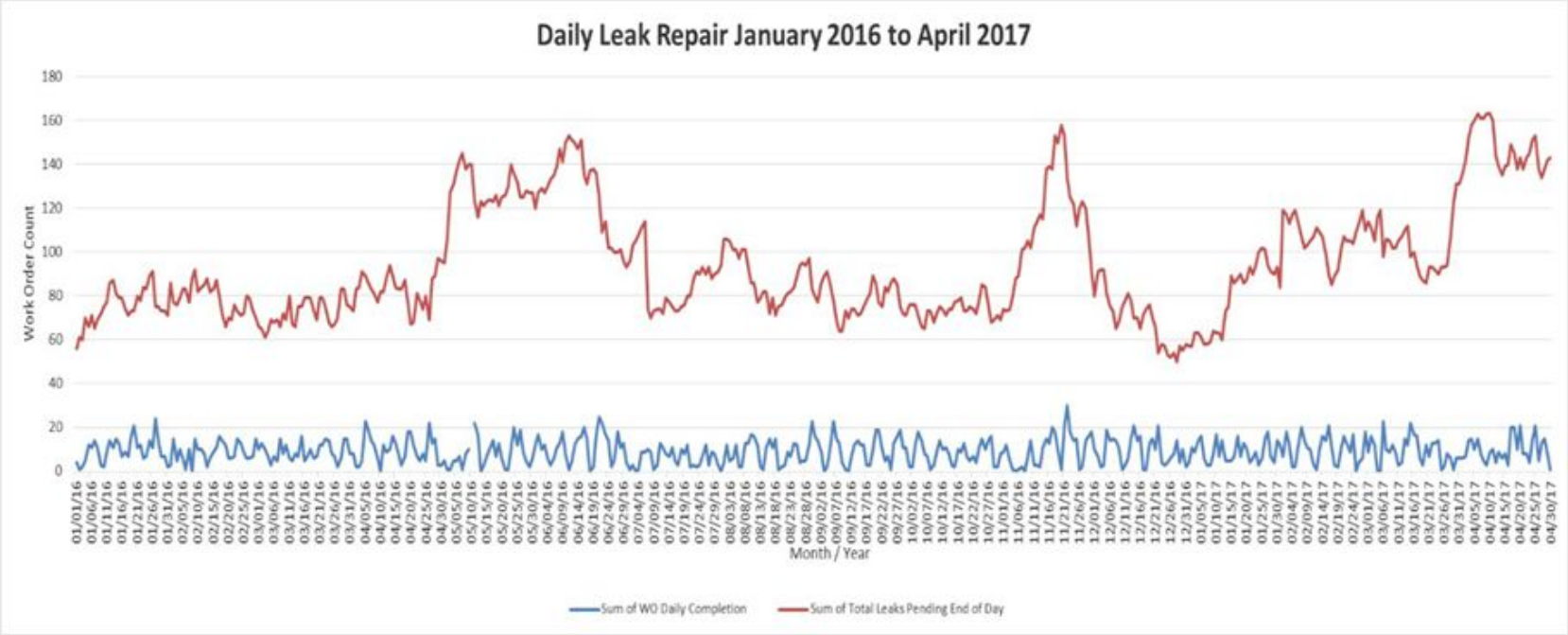
- ALC property for NDWWTP: Survey complete; Appraiser in procurement.
- CLTC properties: See chart below.
- Private properties needed for Court-order improvement projects: See chart below.

GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
	Ugum	Private	Beginning of land acquisition process for adjacent properties. GWA awaiting authorization documents from property owners to begin preliminary study process. GWA aware property owners sent authorization request out on 04/28/17 and 05/02/17.
	Manenggon	Private	Property Ownership vested in GWA 05/02/17.
	Santa Rita	Gov't. – CLTC	Pending funding clearance from Finance 03/24/17.
	Astumbo	Gov't. - CLTC	Survey map ongoing. GWA and DLM working together on Land Registration process.
	Upper Tumon	Gov't. - CLTC	Pending funding clearance from Finance 03/24/17.
	Piti	Private	Engineering currently reviewing alternative areas east of the Nimitz Estate Subdivision for booster pump stations. Research ongoing for property ownership.
Deep Well	Y-8	Gov't. - CLTC	GWA Engineering working with DCA to obtain survey services. Work Order sent to Finance on Monday 4/24.
	AG-12	Dept. of Agriculture/Manhita Farms	GWA Engineering working with DCA to obtain survey services. Work Order sent to Finance on Monday 4/24.
Booster Pump Station	Brigade	Private	Property map forwarded to E.M. Chen for final mapping process with DLM 04/19/17.

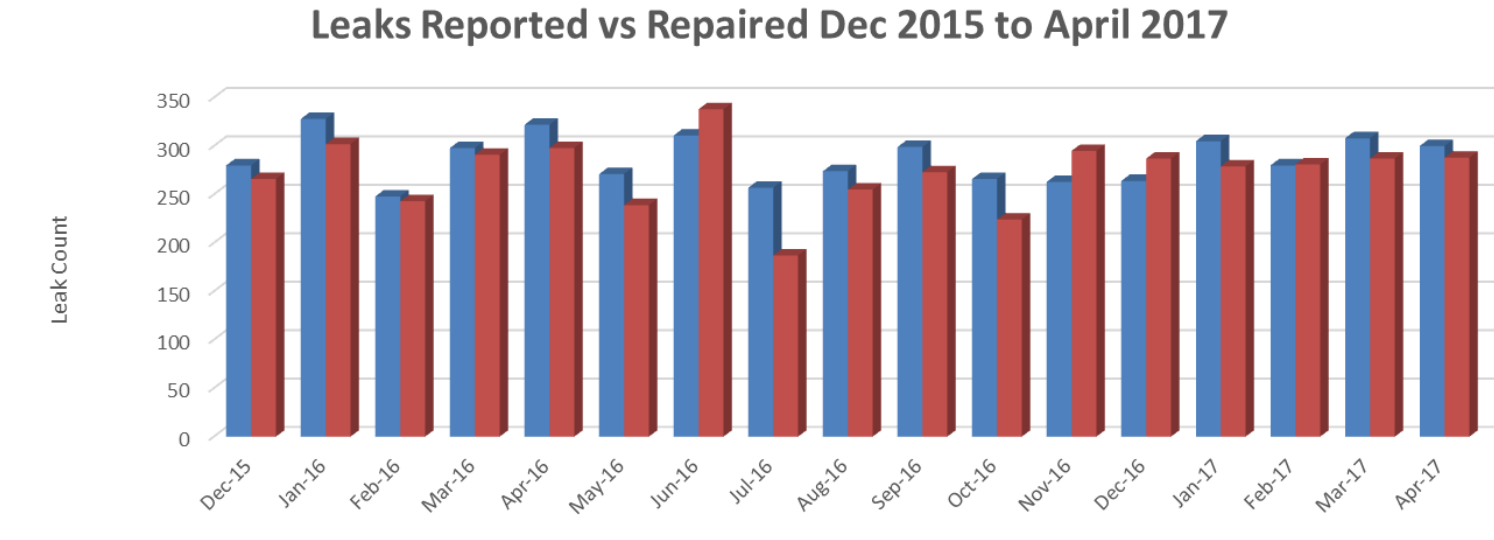
Key Operational Issues

Leak Repair: WOs Completed & Pending (Daily)

(up to April 30, 2017)

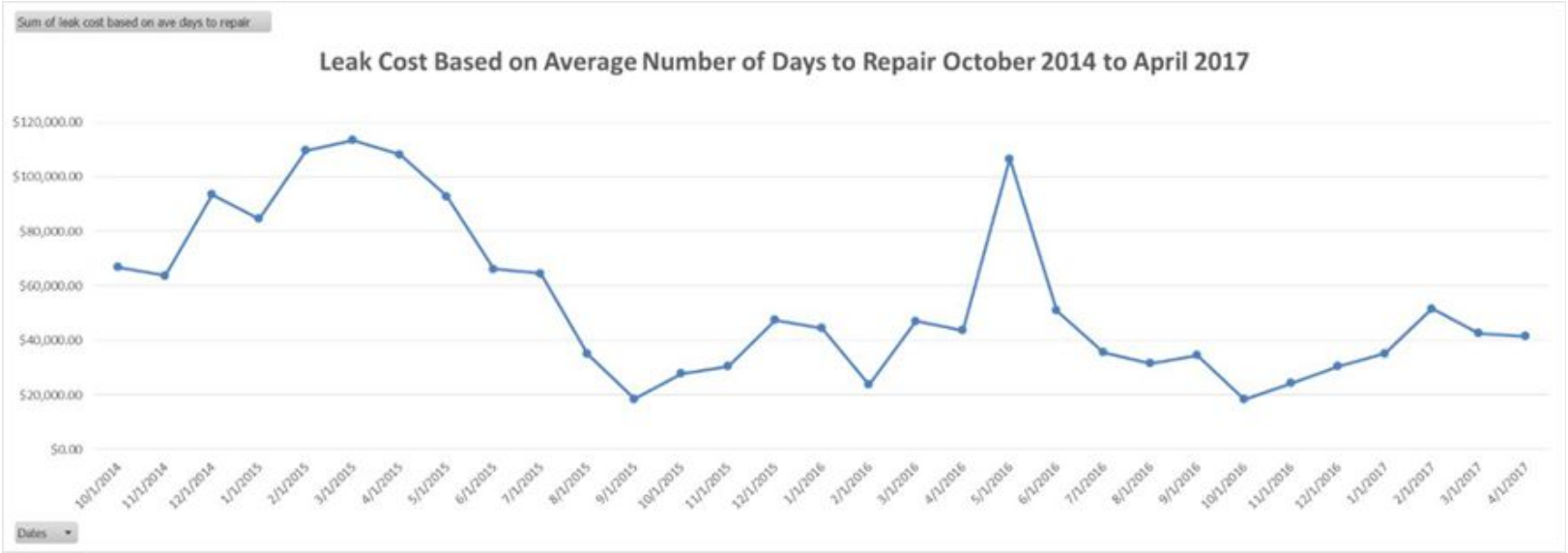


Leak Repair: Leaks Reported and Repaired (Monthly)



	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17
Leaks Reported	280	328	248	298	322	271	311	257	274	299	266	263	264	305	280	308	300
Leaks Repaired	266	302	243	291	298	239	338	187	255	273	224	295	287	279	281	287	288

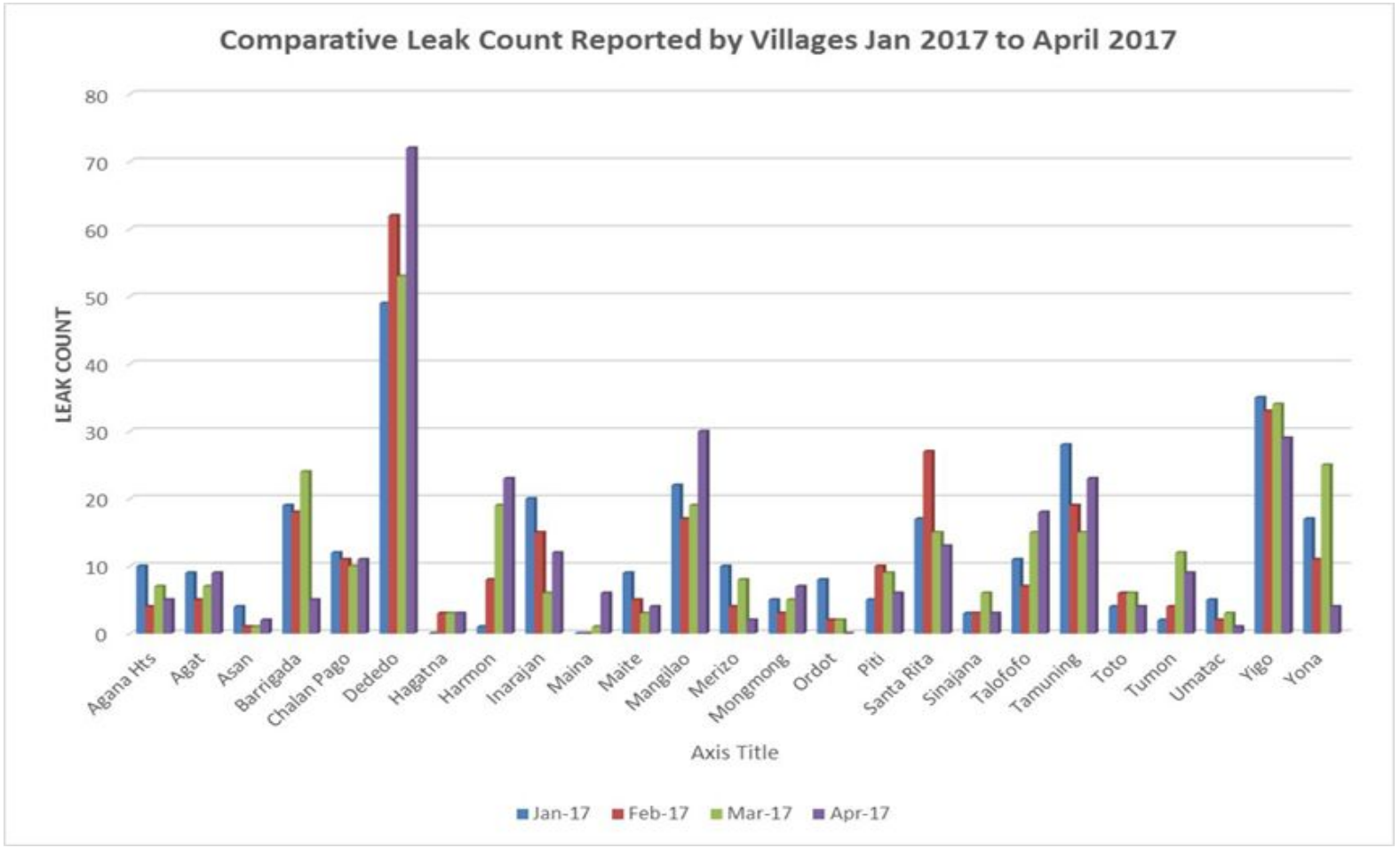
Leak Repair: Cost Savings – Days to Repair (Monthly)



Assumptions:

1. Leak rate = 4 gpm
2. Cost per kgal = $4.00

Leak Repair: Reported by Village



DASHBOARD

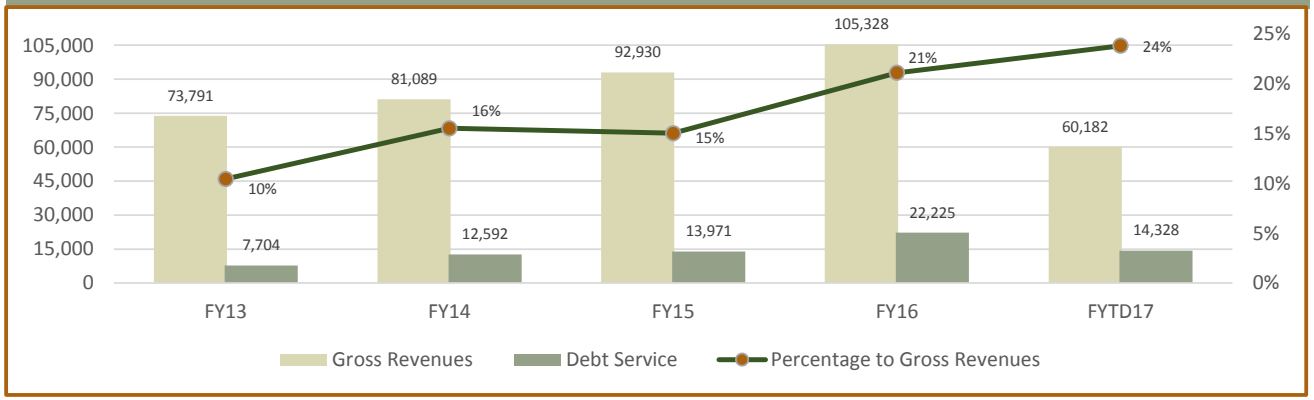
April 2017 YTD Budget vs Actual ($000)

Category	Description	Budget FY17	Actual FY17	Variance
Rate Based Revenues	Water	$41,106	$37,767	($3,339)
	Wastewater	23,654	22,056	(1,597)
	Total	64,760	59,823	(4,937)
Operations & Maintenance	Salaries & Benefits	15,288	11,540	(3,748)
	Power	7,433	6,664	(768)
	Water Purchases	4,735	4,072	(663)
	A&G	6,548	4,800	(1,748)
	Contractual	2,073	2,072	(1)
	Total	$47,339	$39,606	($7,732)

Key Financial Ratios ($000)

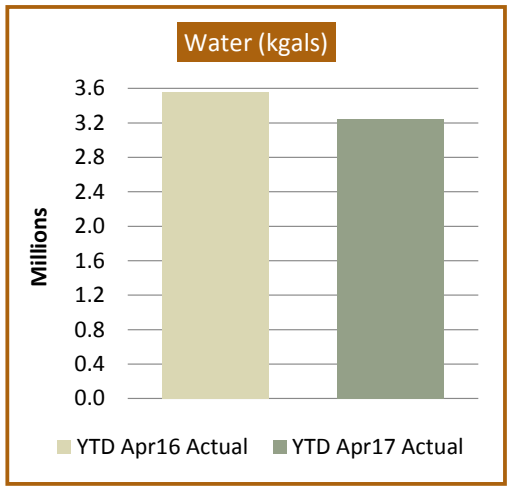
Category	FY17	FY16
Accounts Payable $$/Days	$4,240 / 53 days	$4,909 / 53 days
Accounts Receivable $$/Days	$15,722 / 47 days	$16,709 / 51 days
Days Cash On Hand	184 days	178 days
Annual Debt Service (Revenue Bonds)	$24,563	$22,225
Debt Service Coverage (PUC/Bond)	2.54 / 2.09	2.54 / 2.33

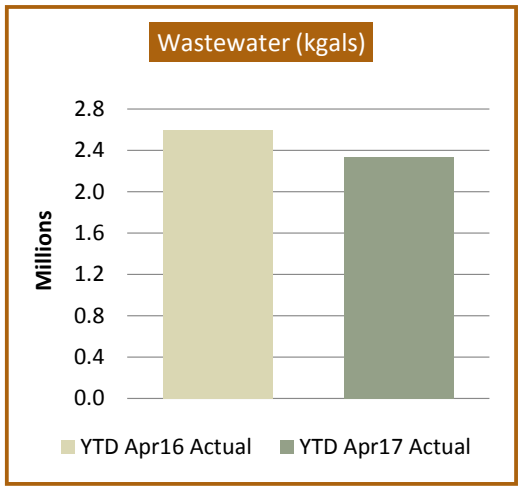
Debt as a Percent to Gross Revenue

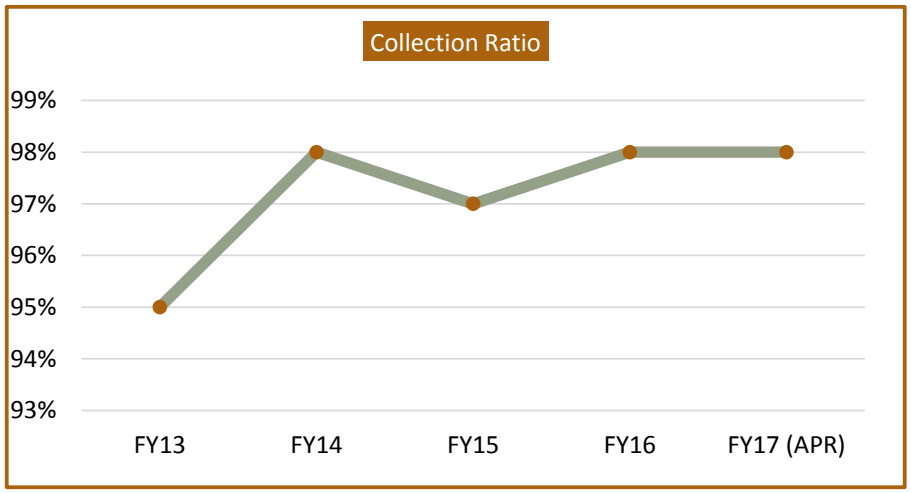


(1) Gross Revenues excludes SDC
(2) Debt Service Excludes Cap I

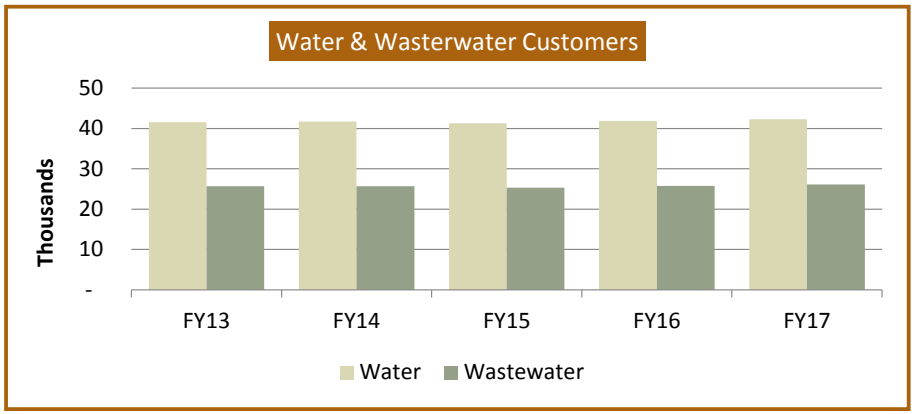
Water & Wastewater Analytics

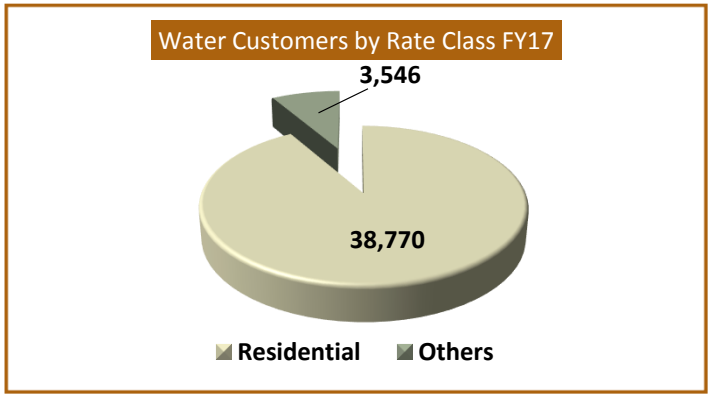


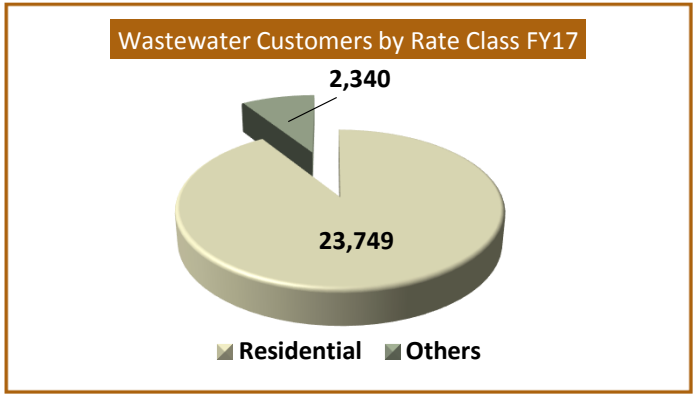


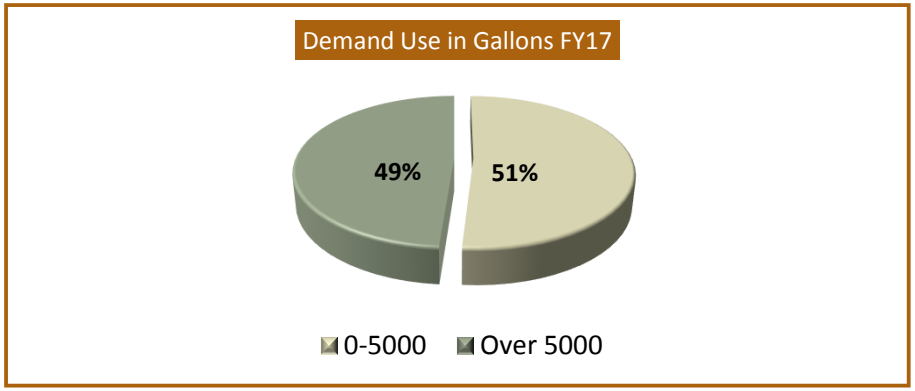


Water & Wastewater Customers





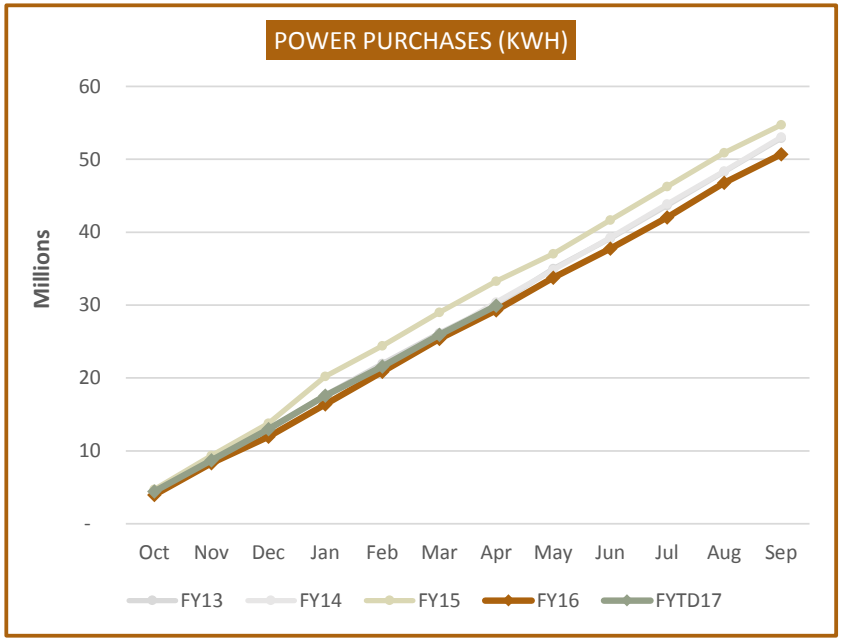


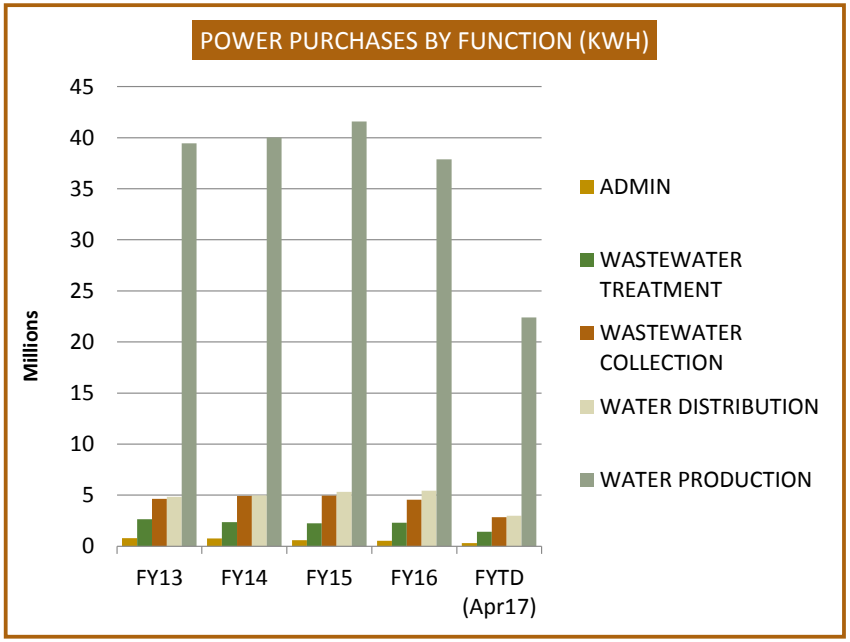


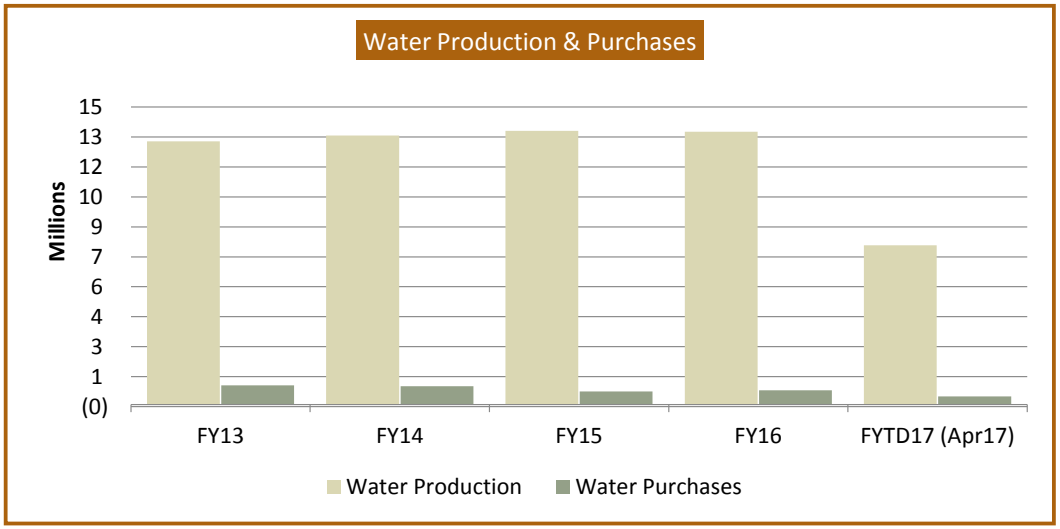
Top Ten Largest Water and Wastewater Customers – April 2017

Water			Wastewater		
Customer Name	FY17 YTD Revenues	% of Total	Customer Name	FY17 YTD Revenues	% of Total
1) MDI GUAM CORPORATION/LEOPALACE	$773,547	2.04%	1) AIR FORCE DOD	$2,076,861	9.41%
2) PACIFIC ISLANDS CLUB	721,323	1.90%	2) NAVY DOD	783,457	3.55%
3) HOTELS OF THE MARIANAS INC	579,114	1.52%	3) HOTELS OF THE MARIANAS INC	619,303	2.81%
4) SHERATON LAGUNA GUAM RESORT	536,965	1.41%	4) SHERATON LAGUNA GUAM RESORT	574,878	2.61%
5) HYATT	478,344	1.26%	5) HYATT	511,919	2.32%
6) HOTEL NIKKO GUAM	472,194	1.24%	6) HOTEL NIKKO GUAM	504,468	2.29%
7) PACIFIC STAR RESORT & SPA	381,233	1.00%	7) PACIFIC STAR RESORT & SPA	406,775	1.84%
8) GUAM REEF HOTEL INC	369,658	0.97%	8) GUAM REEF HOTEL INC	395,188	1.79%
9) MDI GUAM CORPORATION/WESTIN	363,033	0.96%	9) MDI GUAM CORPORATION/WESTIN	388,073	1.76%
10) GUAM POWER AUTHORITY	354,857	0.93%	10) OUTRIGGER GUAM RESORT	370,267	1.68%
Total	**$5,030,268**	**13.24%**	**Total**	**$6,631,189**	**30.06%**

Power, Water Purchases and Water Production

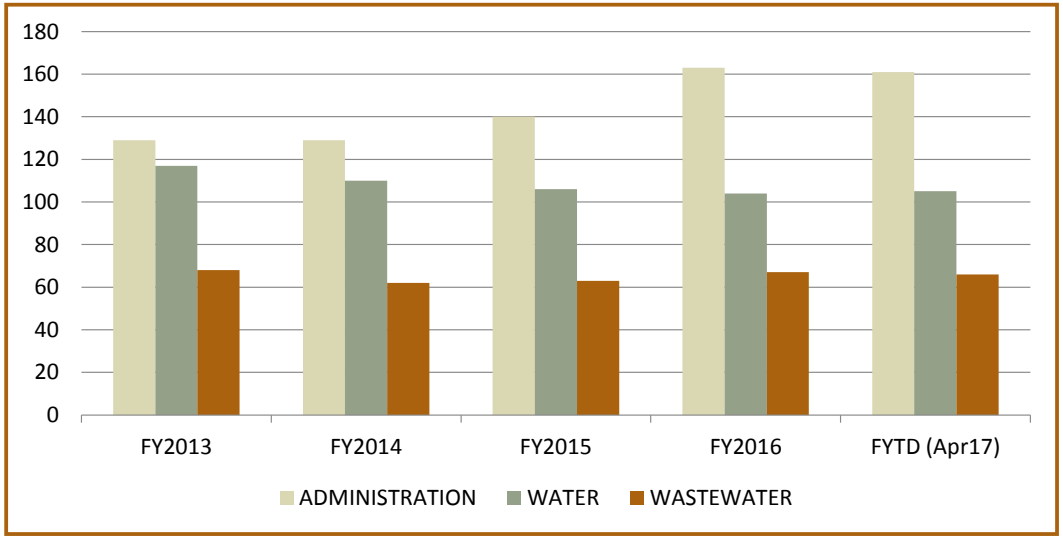






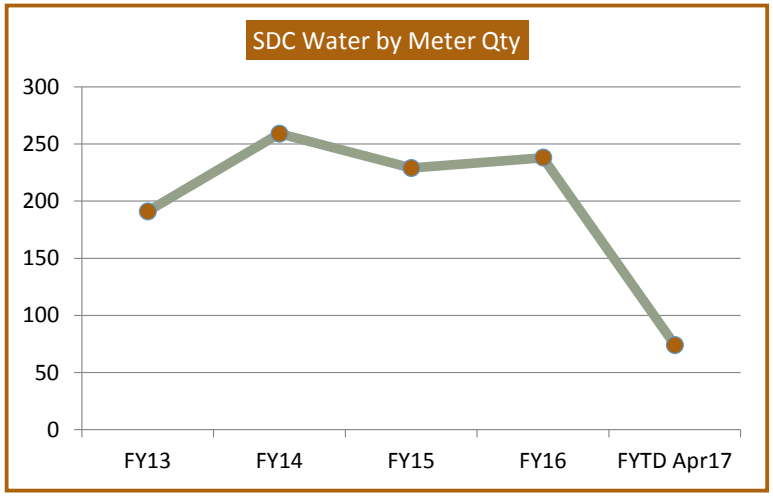
FTE by Major Division

DIVISION	FY2013	FY2014	FY2015	FY2016	FYTD (Apr17)
ADMINISTRATION	129	129	140	163	161
WATER	117	110	106	104	105
WASTEWATER	68	62	63	67	66
TOTAL NUMBER OF STAFF	314	301	309	334	332
Gross Salaries & Wages ($000)	14,929	15,532	15,805	16,442	9,704
Water Customers	41,582	41,702	41,274	42,259	42,316
Staff to Customers Ratio	0.76%	0.72%	0.75%	0.79%	0.78%

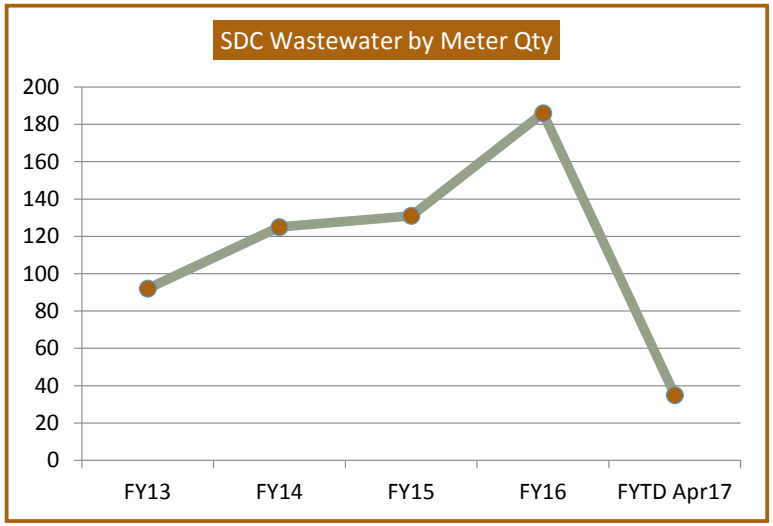


Note: FYTD17 number of employees 332 is as of April 2017

SDC Water & Wastewater (Meter Quantity)



Actual Meter Sizes (Inches)	FY 2013	FY 2014	FY 2015	FY 2016	FYTD (Apr17)
5/8 x 3/4	179	248	220	239	70
1	-	5	5	7	2
1 1/2	5	1	1	1	1
2	4	3	2	4	-
3	-	1	-	1	-
4	3	-	1	-	-
6	-	-	-	-	1
8	-	1	-	-	-
10	-	-	-	-	-
Total SDC by Water	191	259	229	252	74



Actual Meter Sizes (Inches)	FY 2013	FY 2014	FY 2015	FY 2016	FYTD (Apr17)
5/8 x 3/4	80	115	124	179	33
1	-	4	3	2	-
1 1/2	5	1	1	1	1
2	4	3	2	3	-
3	-	1	-	1	-
4	3	-	1	-	-
6	-	-	-	-	1
8	-	1	-	-	-
10	-	-	-	-	-
Total SDC by Wastewater	92	125	131	186	35

GUAM WATERWORKS AUTHORITY
APRIL 30, 2017
FINANCIAL AND RELATED REPORTS
TABLE OF CONTENTS

	SCHEDULES	PAGE
BALANCE SHEET	A	2
INCOME STATEMENT MTD ACTUALS VS MTD BUDGET	B	3
INCOME STATEMENT MTD ACTUALS FY17 VS FY16	C	4
INCOME STATEMENT YTD ACTUALS VS YTD BUDGET	D	5
INCOME STATEMENT YTD ACTUALS FY17 VS FY16	E	6
BOND COMPLIANCE	F	7
SCHEDULE OF CASH RESTRICTED/UNRESTRICTED	G	8
STATEMENT OF CASH FLOWS	H	9
AGING REPORT - GOVERNMENT ACCOUNTS	I	10
SCHEDULE OF SERIES 2010 BOND STATUS	J	11
SCHEDULE OF SERIES 2013 BOND STATUS	K	12
SCHEDULE OF SERIES 2014 REFUNDED BOND STATUS	L	13
SCHEDULE OF SERIES 2016 BOND STATUS	M	14
SUMMARY OF BOND BANK BALANCES	N	15

GUAM WATERWORKS AUTHORITY
Balance Sheet
April 30, 2017

SCHEDULE A

ASSETS	Unaudited April 30, 2017	Audited September 30, 2016	Increase (Decrease)
Current Assets:			
Cash:			
Unrestricted (Schedule G)	4,268,833	5,157,430	(888,597)
Restricted Funds (Schedule G)	61,891,011	51,436,547	10,454,465
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $11,455,730 at Apr 30, 2017 and $11,018,231 at Sep 30, 2016	14,619,077	14,676,407	(57,330)
Other Receivable	1,103,406	2,032,820	(929,414)
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $457,370 at Apr 30, 2017 and Sep 30, 2016	2,132,703	2,269,775	(137,072)
Total Current Assets	84,015,030	75,572,979	8,442,051
Property, Plant and Equipment			
Utility plant in service:			
Water system	308,837,298	306,262,568	2,574,730
Wastewater system	279,970,198	259,512,407	20,457,791
Non-utility property	22,977,724	22,474,787	502,938
Total property	611,785,220	588,249,761	23,535,459
Less Accumulated Depreciation	(292,140,669)	(282,837,613)	(9,303,056)
Land	642,188	254,288	387,900
Construction Work in Progress	93,839,345	81,877,561	11,961,785
Property, Plant and Equipment, net	414,126,084	387,543,997	26,582,087
Other noncurrent assets			
Restricted cash (Schedule G)	260,830,932	285,277,784	(24,446,852)
Investments (Schedule G)	45,599,945	41,029,262	4,570,683
Other Prepaid Expenses	505,281	652,000	(146,719)
Total other noncurrent assets	306,936,158	326,959,047	(20,022,888)
TOTAL ASSETS	805,077,273	790,076,022	15,001,250
Deferred outflows of resources:			
Debt defeasance loss on refunding	1,772,073	1,878,602	(106,529)
Deferred outflows from pension	3,928,645	4,668,010	(739,365)
Total Assets and Deferred Outflows of Resources	**810,777,991**	**796,622,635**	**14,155,356**
LIABILITIES AND NET ASSETS			
Current Liabilities:			
Current maturities of long-term debt			
-Series 2010 Bond	1,655,000	1,655,000	-
-Series 2014 Refunding	3,385,000	3,385,000	-
-Notes Payable	2,873,988	2,873,988	-
Accounts Payable -Trade	4,240,355	4,909,146	(668,791)
Accrued Expense	42,126	42,126	0
Interest Payable	8,934,735	6,748,638	2,186,097
Accrued Payroll and Employee Benefits	2,191,320	1,692,622	498,698
Accrued Annual Leave	1,728,772	1,641,497	87,275
Current portion of employee annual leave	545,208	548,845	(3,637)
Contractor's Payable	3,866,127	3,436,908	429,218
Customer Deposits	2,056,154	2,228,235	(172,082)
Total Current Liabilities	31,518,783	29,162,004	2,356,779
Long Term Debt, less current maturities			
Series 2010 Revenue Bond	114,525,000	114,525,000	-
Series 2013 Revenue Bond	172,630,000	172,630,000	-
Series 2014 Refunding	75,995,000	75,995,000	-
Series 2016 Revenue Bond	143,310,000	143,310,000	-
Unamortized Discount - Bond 2010	(1,901,142)	(1,948,205)	47,064
Unamortized Discount - Bond 2013	(1,360,042)	(1,389,850)	29,808
Unamortized Premium - Bond 2014	4,915,783	5,071,307	(155,524)
Unamortized Premium - Bond 2016	17,516,098	17,870,470	(354,372)
Notes Payable	6,952,369	8,578,203	(1,625,834)
Unfunded Ret Liability (GASB 67/68)	36,709,235	38,195,938	(1,486,702)
Employee Annual Leave, Less Current Portion	881,204	887,084	(5,881)
TOTAL LIABILITIES	601,692,287	602,886,951	(1,194,663)
Net Assets	209,085,704	**193,735,684**	**15,350,020**
Total Liabilities and Net Assets	**810,777,991**	**796,622,635**	**14,155,356**

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative Budget vs. Actual for the period ending April 30, 2017

SCHEDULE B

	Month to Date			Variance
	Budget April-17	Encumbered April-17	Actual (Unaudited) April-17	Increase / (Decrease)
OPERATING REVENUES				
Water Revenues	5,678,548		5,326,746	(351,801)
Wastewater Revenues	3,284,461		3,039,133	(245,327)
Legislative Surcharge	288,387		265,824	(22,563)
Other Revenues	43,750		31,544	(12,206)
System Development Charge	133,333		315,204	181,871
Total Operating Revenues	9,428,479		8,978,451	(450,027)
OPERATING AND MAINTENANCE EXPENSES				
Water Purchases	676,391		564,405	(111,986)
Power Purchases	1,061,804		943,719	(118,085)
Total Utility Costs	1,738,195		1,508,124	(230,070)
Salaries and Wages	1,586,470		1,388,984	(197,487)
Pension and Benefits	597,585		243,329	(354,255)
Total Salaries and Benefits	2,184,055		1,632,313	(551,742)
Capitalized Labor and Benefits	(292,554)		(200,000)	92,554
Net Salaries and Benefits	1,891,501		1,432,313	(459,188)
Administrative and General Expenses				
Sludge removal	174,395	35,326	138,979	(90)
Chemicals	205,222	-	175,616	(29,606)
Materials & Supplies	216,071	-	105,384	(110,687)
Transportation	71,419	14,732	42,644	(14,043)
Communications	14,152	-	12,179	(1,973)
Claims	3,284	-	2,759	(525)
Insurance	135,312	-	103,530	(31,782)
Training & Travel	5,570	-	5,419	(151)
Advertising	7,045	-	6,059	(986)
Miscellaneous	102,963	37,601	48,227	(17,135)
Total Administrative and General Expense	935,431	87,659	640,796	(206,977)
Regulatory Expense	21,791	-	21,364	(427)
Bad Debts Provision	62,500	-	62,496	(4)
Depreciation Expense	1,529,550	-	1,329,008	(200,542)
Contractual Expense				
Audit & Computer Maint.	78,630	-	77,130	(1,501)
Building rental	38,368	-	37,029	(1,338)
Equipment rental	42,270	14,500	21,068	(6,702)
Legal	439	-	397	(42)
Laboratory	10,086	3,082	5,130	(1,874)
Other	126,292	-	102,715	(23,577)
Total Contractual Expense	296,085	17,582	243,468	(35,034)
Retiree Supp. Annuities and health care costs	239,312		239,521	210
Contribution to Government of Guam	48,285		49,500	1,215
Total Retiree Benefits	287,597		289,021	1,425
Total Operating Expenses	6,762,648	105,241	5,526,590	(1,130,817)
Earnings (Loss) from Operations	2,665,830	(105,241)	3,451,861	680,789
Interest Income-2010/13/14/16 Series Bond	1,029		63,250	62,221
Interest Income-Other Funds	642		9,565	8,923
Interest Income-SDC	-		1,081	1,081
Interest Expense- 2010/13/14/16 Series Bond	(2,223,983)		(2,223,983)	(0)
Interest Expense- ST BOG	(46,124)		(51,939)	(5,815)
Federal Expenditures	-		-	-
Loss on Asset Disposal	-		-	-
AFUDC	625,000		625,000	-
Amortization of Discount, Premium and Issuance Costs	37,738		61,861	24,123
Loss on Defeasance Bond05 Refunding	(19,483)		(15,218)	4,265
Deferred outflows from pension	(66,928)		(106,481)	(39,552)
Prior Year Adjustment	-		-	-
Total non-operating revenues (expenses)	(1,692,111)	-	(1,636,865)	55,246
Net Income (Loss) before capital contributions	973,720	(105,241)	1,814,996	736,035
Capital Contributions				
Grants from US Government	250,000		559,069	309,069
Grants from GovGuam & Others	-		-	-
Other Contributions	-		-	-
Total Capital Contributions	250,000	-	559,069	309,069
Change in Net Assets	1,223,720	(105,241)	2,374,064	1,045,104
Debt Service Calculation				
Earnings From Operations	2,665,830		3,451,861	
System Development Charge	(133,333)		(315,204)	
Interest/Investment Income	642		9,565	
Depreciation	1,529,550		1,329,008	
Balance Available for Debt Service per Section 6.12	4,062,689		4,475,230	
Working Capital Reserve Available for Debt Service	632,083		932,134	
Transfer to Working Capital Debt Service Reserve	(304,167)		-	
Balance Available for Debt Service inclusive of reserves	4,390,606		5,407,364	
Debt Service				
Principal	420,000		420,000	
Interest	1,626,858		1,626,858	
Total	2,046,858		2,046,858	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	2.15		2.64	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.98		2.19	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative for the period ending April 30, 2017 and 2016

SCHEDULE C

	Month to Date		Variance
	Actual (Unaudited) April-17	Actual (Audited) April-16	Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	5,326,746	5,361,643	(34,897)
Wastewater Revenues	3,039,133	3,102,398	(63,265)
Legislative Surcharge	265,824	241,527	24,297
Other Revenues	31,544	43,325	(11,781)
System Development Charge	315,204	119,028	196,176
Total Operating Revenues	8,978,451	8,867,921	110,530
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	564,405	531,170	33,235
Power Purchases	943,719	935,490	8,229
Total Utility Costs	1,508,124	1,466,660	41,464
Salaries and Wages	1,388,984	1,333,993	54,991
Pension and Benefits	243,329	454,904	(211,575)
Total Salaries and Benefits	1,632,313	1,788,897	(156,584)
Capitalized Labor and Benefits	(200,000)	(248,363)	48,363
Net Salaries and Benefits	1,432,313	1,540,534	(108,221)
Administrative and General Expenses			
Sludge removal	138,979	130,423	8,556
Chemicals	175,616	186,596	(10,979)
Materials & Supplies	105,384	103,711	1,673
Transportation	42,644	47,876	(5,232)
Communications	12,179	10,265	1,914
Claims	2,759	10,618	(7,859)
Insurance	103,530	101,111	2,419
Training & Travel	5,419	12,457	(7,038)
Advertising	6,059	15,907	(9,848)
Miscellaneous	48,227	68,429	(20,202)
Total Administrative and General Expense	640,796	687,393	(46,597)
Regulatory Expense	21,364	27,104	(5,741)
Bad Debts Provision	62,496	86,193	(23,696)
Depreciation Expense	1,329,008	1,279,008	50,000
Contractual Expense			
Audit & Computer Maint.	77,130	86,467	(9,338)
Building rental	37,029	33,279	3,751
Equipment rental	21,068	58,162	(37,094)
Legal	397	362	35
Laboratory	5,130	10,234	(5,104)
Other	102,715	154,589	(51,874)
Total Contractual Expense	243,468	343,094	(99,625)
Retiree Supp. Annuities and health care costs	239,521	230,355	9,166
Contribution to Government of Guam	49,500	48,667	833
Total Retiree Benefits	289,021	279,022	9,999
Total Operating Expenses	5,526,590	5,709,007	(182,417)
Earnings (Loss) from Operations	3,451,861	3,158,914	292,947
Interest Income-2010/13/14/16 Series Bond	63,250	2,083	61,167
Interest Income-Other Funds	9,565	1,281	8,284
Interest Income-SDC	1,081	1,896	(814)
Interest Expense - 2010/13/14/16 Series Bond	(2,223,983)	(1,994,375)	(229,608)
Interest Expense- ST BOG	(51,939)	(59,096)	7,156
Federal Expenditures	-	(88,189)	88,189
Loss on Asset Disposal	-	(4,150)	4,150
AFUDC	625,000	1,142,370	(517,370)
Amortization of Discount, Premium and Issuance Costs	61,861	(160,812)	222,672
Loss on Defeasance Bond05 Refunding	(15,218)	(19,483)	4,265
Deferred outflows from pension	(106,481)	(7,452)	(99,029)
Prior Year Adjustment	-	(51,397)	51,397
Total non-operating revenues (expenses)	(1,636,865)	(1,237,323)	(399,542)
Net Income (Loss) before capital contributions	1,814,996	1,921,591	(106,595)
Capital Contributions			
Grants from US Government	559,069	434,254	124,815
Grants from GovGuam & Others	-	23,151	(23,151)
Other Contributions	-	-	-
Total Capital Contributions	559,069	457,405	101,663
Change in Net Assets	2,374,064	2,378,996	(4,932)
Debt Service Calculation			
Earnings From Operations	3,451,861	3,158,914	
System Development Charge	(315,204)	(119,028)	
Interest/Investment Income	9,565	1,281	
Depreciation	1,329,008	1,279,008	
Balance Available for Debt Service per Section 6.12	4,475,230	4,320,176	
Working Capital Reserve Available for Debt Service	932,134	382,083	
Transfer to Working Capital Debt Service Reserve	-	-	
Balance Available for Debt Service inclusive of Reserves	5,407,364	4,702,259	
Debt Service			
Principal	420,000	409,167	
Interest	1,626,858	1,442,950	
Total	2,046,858	1,852,116	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	2.64	2.54	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	2.19	2.33	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative Budget vs. Actual for the period ending April 30, 2017

SCHEDULE D

	Year to Date			Variance
	Budget April-17	Encumbered April-17	Actual (Unaudited) April-17	Increase / (Decrease)
OPERATING REVENUES				
Water Revenues	39,749,833		36,512,976	(3,236,857)
Wastewater Revenues	22,991,224		21,473,417	(1,517,808)
Legislative Surcharge	2,018,709		1,836,547	(182,162)
Other Revenues	306,250		359,019	52,769
System Development Charge	933,333		570,746	(362,588)
Total Operating Revenues	65,999,350		60,752,704	(5,246,646)
OPERATING AND MAINTENANCE EXPENSES				
Water Purchases	4,734,734		4,072,098	(662,636)
Power Purchases	7,432,628		6,664,318	(768,310)
Total Utility Costs	12,167,362		10,736,416	(1,430,946)
Salaries and Wages	11,105,292		9,703,510	(1,401,782)
Pension and Benefits	4,183,092		1,836,853	(2,346,239)
Total Salaries and Benefits	15,288,384		11,540,362	(3,748,022)
Capitalized Labor	(2,047,880)		(1,400,000)	647,880
Net Salaries and Benefits	13,240,504		10,140,362	(3,100,142)
Administrative and General Expenses				
Sludge removal	1,220,763	209,000	1,011,055	(708)
Chemicals	1,436,554	-	1,295,694	(140,860)
Materials & Supplies	1,512,494	387,159	712,983	(412,352)
Transportation	499,934	243,788	316,967	60,821
Communications	99,063	28,097	59,335	(11,631)
Claims	22,987	-	55,026	32,039
Insurance	947,182	-	709,771	(237,411)
Training & Travel	38,989	-	51,529	12,540
Advertising	49,312	-	56,985	7,673
Miscellaneous	720,743	37,601	530,505	(152,637)
Total Administrative and General Expense	6,548,019	905,645	4,799,848	(842,526)
Regulatory Expense	152,534	-	147,050	(5,484)
Bad Debts Provision	437,500	-	437,464	(36)
Depreciation Expense	10,706,850	-	9,303,056	(1,403,794)
Contractual Expense				
Audit & Computer Maint.	550,412	-	550,246	(167)
Building rental	268,574	-	255,767	(12,807)
Equipment rental	295,888	-	343,374	47,486
Legal	3,071	-	2,779	(292)
Laboratory	70,604	38,082	19,663	(12,859)
Other	884,042	-	900,138	16,095
Total Contractual Expense	2,072,592	38,082	2,071,967	37,457
Retiree Supp. Annuities and health care costs	1,675,182		1,623,662	(51,520)
Contribution to Government of Guam	337,995		346,500	8,505
Total Retiree Benefits	2,013,177	-	1,970,162	(43,015)
Total Operating Expenses	47,338,537	943,727	39,606,324	(6,788,486)
Earnings (Loss) from Operations	18,660,812	(943,727)	21,146,380	1,541,840
Interest Income-2010/13/14/16 Series Bond	7,201		183,850	176,650
Interest Income-Other Funds	4,493		30,337	25,845
Interest Income-SDC	-		11,945	11,945
Interest Expense - 2010/13/14/16 Series Bond	(15,567,884)		(15,567,884)	(0)
Interest Expense- ST BOG	(322,869)		(331,280)	(8,411)
Federal Expenditures	-		(256,661)	(256,661)
Loss on Assets Disposal	-		-	-
AFUDC	4,375,000		4,375,000	-
Amortization of Discount, Premium and Issuance Costs	264,163		433,025	168,862
Loss on Defeasance Bond05 Refunding	(136,381)		(106,529)	29,852
Deferred outflows from pension	(468,497)		(739,365)	(270,867)
Prior Year Adjustment	-		(428,691)	(428,691)
Total non-operating revenues (expenses)	(11,844,775)	-	(12,396,252)	(551,477)
Net Income (Loss) before capital contributions	6,816,038	(943,727)	8,750,128	990,363
Capital Contributions				
Grants from US Government	1,750,000		6,598,006	4,848,006
Grants from GovGuam & Others	-		1,886	1,886
Other Contributions	-		-	-
Total Capital Contributions	1,750,000	-	6,599,891	4,849,891
Change in Net Assets	8,566,038	(943,727)	15,350,019	5,840,255
Debt Service Calculation				
Earnings From Operations	18,660,812		21,146,380	
System Development Charge	(933,333)		(570,746)	
Interest/Investment Income	4,493		30,337	
Depreciation	10,706,850		9,303,056	
Balance Available for Debt Service per Section 6.12	28,438,822		29,909,027	
Working Capital Reserve for Debt Service	4,424,583		6,524,939	
Transfer to Working Capital Debt Service Reserve	(2,129,167)		-	
Balance Available for Debt Service inclusive of Reserves	30,734,239		36,433,966	
Debt Service				
Principal	2,940,000		2,940,000	
Interest	11,388,009		11,388,009	
Total	14,328,009		14,328,009	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	2.15		2.54	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.98		2.09	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative for the period ending April 30, 2017 and 2016

SCHEDULE E

	Year to Date ACTUAL (Unaudited) April-17	Year to Date ACTUAL (Audited) April-16	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	36,512,976	37,531,500	(1,018,524)
Wastewater Revenues	21,473,417	21,716,789	(243,372)
Legislative Surcharge	1,836,547	1,690,689	145,857
Other Revenues	359,019	303,274	55,744
System Development Charge	570,746	833,194	(262,448)
Total Operating Revenues	60,752,704	62,075,446	(1,322,742)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	4,072,098	3,718,187	353,911
Power Purchases	6,664,318	6,548,432	115,885
Total Utility Costs	10,736,416	10,266,619	469,796
Salaries and Wages	9,703,510	9,337,950	365,560
Pension and Benefits	1,836,853	3,184,330	(1,347,477)
Total Salaries and Benefits	11,540,362	12,522,280	(981,917)
Capitalized Labor and Benefits	(1,400,000)	(1,738,542)	338,542
Net Salaries and Benefits	10,140,362	10,783,737	(643,375)
Administrative and General Expenses			
Sludge removal	1,011,055	912,963	98,092
Chemicals	1,295,694	1,306,169	(10,475)
Materials & Supplies	712,983	725,979	(12,996)
Transportation	316,967	335,131	(18,164)
Communications	59,335	71,854	(12,519)
Claims	55,026	74,324	(19,298)
Insurance	709,771	707,774	1,997
Training & Travel	51,529	87,197	(35,668)
Advertising	56,985	111,352	(54,367)
Miscellaneous	530,505	479,005	51,500
Total Administrative and General Expense	4,799,848	4,811,748	(11,899)
Regulatory Expense	147,050	189,730	(42,681)
Bad Debts Provision	437,464	603,348	(165,884)
Depreciation Expense	9,303,056	8,953,059	349,997
Contractual Expense			
Audit & Computer Maint.	550,246	605,272	(55,026)
Building rental	255,767	232,950	22,817
Equipment rental	343,374	407,133	(63,759)
Legal	2,779	2,536	243
Laboratory	19,663	71,639	(51,976)
Other	900,138	1,082,124	(181,987)
Total Contractual Expense	2,071,967	2,401,655	(329,688)
Retiree Supp. Annuities and health care costs	1,623,662	1,612,486	11,176
Contribution to Government of Guam	346,500	340,667	5,833
Total Retiree Benefits	1,970,162	1,953,153	17,009
Total Operating Expenses	39,606,324	39,963,049	(356,725)
Earnings (Loss) from Operations	21,146,380	22,112,397	(966,017)
Interest Income-2010/13/14/16 Series Bond	183,850	14,578	169,272
Interest Income-Other Funds	30,337	8,970	21,367
Interest Income-SDC	11,945	13,269	(1,323)
Interest Expense - 2010/13/14/16 Series Bond	(15,567,884)	(13,960,625)	(1,607,259)
Interest Expense- ST BOG	(331,280)	(413,669)	82,389
Federal Expenditures	(256,661)	(617,320)	360,659
Loss on Assets Disposal	-	(29,048)	29,048
AFUDC	4,375,000	7,996,591	(3,621,591)
Amortization of Discount, Premium and Issuance Costs	433,025	(1,125,682)	1,558,706
Loss on Defeasance Bond05 Refunding	(106,529)	(136,381)	29,852
Deferred outflows from pension	(739,365)	(52,162)	(687,203)
Prior Year Adjustment	(428,691)	(359,781)	(68,910)
Total non-operating revenues (expenses)	(12,396,252)	(8,661,259)	(3,734,993)
Net Income (Loss) before capital contributions	8,750,128	13,451,138	(4,701,010)
Capital Contributions			
Grants from US Government	6,598,006	3,039,776	3,558,229
Grants from GovGuam & Others	1,886	162,060	(160,174)
Other Contributions	-	-	-
Total Capital Contributions	6,599,891	3,201,836	3,398,055
Change in Net Assets	15,350,019	16,652,974	(1,302,955)
Debt Service Calculation			
Earnings From Operations	21,146,380	22,112,397	
System Development Charge	(570,746)	(833,194)	
Interest/Investment Income	30,337	8,970	
Depreciation	9,303,056	8,953,059	
Balance Available for Debt Service per Section 6.12	29,909,027	30,241,232	
Working Capital Reserve Available for Debt Service	6,524,939	2,674,583	
Transfer to Working Capital Debt Service Reserve	-	-	
Balance Available for Debt Service inclusive of Reserves	36,433,966	32,915,816	
Debt Service			
Principal	2,940,000	2,864,167	
Interest	11,388,009	10,100,647	
Total	14,328,009	12,964,814	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	2.54	2.54	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	2.09	2.33	

SCHEDULE F

Bond Compliance		**($$$) Per Indenture**	**As of 04/30/17 ($$$) Bond 2010/2013/2014/2016**
• Operation and Maintenance Fund-BOG	*Equivalent to 55 days of the annual O&M budget less depreciation*	$10.5M	$10.5M
• Bond Reserve Fund - US Bank	*Fully funded- Principal and Interest (Bond Series 2010, 2013, 2014 Refunding and 2016)*	$34.9M	$34.9M
• Operation, Maintenance, Renewal and Replacement Reserve Fund-BOG Trust	*Equivalent to 1/4 of the annual O&M budget & CIP budget to be funded in 5 years ($2M/year)*	$17.4M	$17.4M
• Capital Improvement Fund & BOG Reserves	*Balance remaining in the Revenue Fund after the foregoing deposits*	$3.9K	$4.5K
• Capitalized Interest Fund			$5.3M

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY 2017

SCHEDULE G

Description	Unaudited April 30, 2017	Audited September 30, 2016	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	0
Petty Cash	5,000	5,000	0
BOG - General Fund	4,231,794	5,126,177	(894,383)
BOG - PRN Payroll	30,039	24,253	5,786
Sub-total Unrestricted	4,268,833	5,157,430	(888,597)
RESTRICTED			
BOG - Credit Card-Sweep	-	-	0
BOG - On Line Payment	37,153	-	37,153
BOG - Sweep Account	59	76	(17)
Bank of Hawaii	85,739	121,322	(35,583)
ANZ Bank	625	229	396
First Hawaiian Bank	4,213	47,741	(43,528)
Bank Pacific	8,507	14,194	(5,686)
Community First FCU	1,762	4,638	(2,876)
BOG - Customer Refunds	1,853,834	1,431,631	422,203
Bank Pacific - Surcharge	426,003	666,763	(240,760)
Bank Pacific - Escrow Deposit	807,722	845,734	(38,011)
BOG Emergency Reserve Fund	6,119	6,114	4
BOG - Revenue Trust	225,623	3,095,751	(2,870,127)
BOG Revenue Trust Fund	6,989,213	8,182,472	(1,193,259)
BOG Capital Improvement Fund	1,971,820	3,933	1,967,887
BOG-O & M Reserve	13,008,053	4,050,319	8,957,734
BOG-Debt Service Reserve	11,193,221	11,185,610	7,611
BOG-CAPEX Reserve	11,617,427	8,710,383	2,907,044
BOG Sewer Hookup Revolving Fund	62,905	62,132	773
BOG Short Term Loan DSF	-	-	0
BOG Subord. Sec. Fund	859,233	859,233	0
BOG Operation and Maintenance Fund	3,083,482	3,083,482	0
	52,242,711	42,371,755	9,870,956
BOG - SDC Deposit	5,398,300	1,064,792	4,333,509
BOG - SDC CDs	4,250,000	8,000,000	(3,750,000)
Total Restricted	61,891,011	51,436,547	10,454,465
Reserve Funds			
BOG Series 05 OMRRRF Fund	17,423,213	17,423,213	0
BOG Series 10 Construction Fund	10,179,819	11,725,749	(1,545,929)
BOG Series 13 Construction Fund	89,478,141	107,622,618	(18,144,477)
BOG Series 13 CAP I Fund	-	-	0
BOG Series 14 Refunding Construction Fund	821,094	820,529	565
BOG Series 16 Construction Fund	137,570,043	138,748,131	(1,178,088)
BOG Series 16 Cap Int Fund	5,358,622	8,937,545	(3,578,922)
BOG Series 16 COI Fund	-	-	0
Total Restricted - Held by Trustee	260,830,932	285,277,784	(24,446,852)
USB Series 2010 Debt Service Fund	3,516,318	2,016,414	1,499,904
USB Series 2010 Debt Service Reserve Fund	7,566,460	7,566,460	0
USB Series 2013 Debt Service Fund	3,110,954	2,333,083	777,871
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	0
USB Series 2014 Refunding Debt Service Fund	4,081,174	1,791,266	2,289,908
USB Series 2014 Refunding Debt Service Reserve Fund	7,709,969	7,707,628	2,342
USB Series 2016 Debt Service Fund	-	-	0
USB Series 2016 Debt Service Reserve Fund	7,583,382	7,582,725	657
Total Investments	45,599,945	41,029,262	4,570,683
Total Restricted and Unrestricted Cash	372,590,722	382,901,023	(10,310,301)

SCHEDULE H

Guam Waterworks Authority **Statement of Cash Flows (Unaudited)** **FY 2017**	**YTD** **Apr-17**
Increase (decrease) in cash	
Cash flows from operating activities:	
Cash received from trade and others	60,198,136
Cash payments to suppliers/contractors for goods and services	(19,188,298)
Cash payments to employees for services	(14,089,477)
Net cash provided by operating activities	26,920,361
Cash flows from capital and related financing activities:	
Contributed capital received (grants)	7,148,280
Acquisition of utility plant	(30,833,025)
Repayment of Long Term Debt	(205,065)
Interest expense	(16,070,874)
Net cash provided by (used in) capital and related financing activities	(39,960,683)
Cash flows from investing activities:	
Transfers from (to) restricted fund	11,925,592
Interest income received	226,133
Net cash provided by investing activities	12,151,725
Net increase (decrease) in cash	(888,598)
Unrestricted cash at beginning of the period	5,157,430
Unrestricted cash at end of period	4,268,833
Reconciliation of operating loss to net cash provided by operating activities:	
Operating Income (loss)	18,873,075
Adjustments to reconcile to net cash provided by operating activities:	
Depreciation expense	9,303,056
Other Expense/income	
(Increase) decrease in assets:	
Accounts receivable	(162,723)
Materials and supplies inventory	203,060
Other Assets	146,719
Increase (decrease) in liabilities:	
Accounts payable, Contractors, Retention & Escrow Deposit	(691,792)
Accrued payroll	(578,953)
Customer deposits	(172,081)
Net cash provided by operating activities	26,920,361

Guam Waterworks Authority
Accounts Receivable - Government
as of April 30, 2017

SCHEDULE I

		AGING				
Customer Name	**No of Accounts**	**Current Balance**	**31-60 days**	**61-90 days**	**91-120 days**	**Over 120 days**	**Outstanding Bal.**
GUAM POWER AUTHORITY	24	112,977	117,875	88,698	27,738	814	348,102
GUAM INT'L AIRPORT AUTHORITY	4	28,547	24,180	29,298	27,071	128,638	237,733
PORT AUTHORITY OF GUAM	2	35,214	35,189	11,392	-	-	81,795
UNIVERSITY OF GUAM	1	4,015	4,441	-	-	-	8,456
GUAM MEMORIAL HOSPITAL AUTHORITY	1	3,279	-	-	-	-	3,279
GUAM HOUSING & URBAN RENEWAL AUTHORITY	6	168	761	-	-	92	1,021
GUAM HOUSING CORPORATION	1	29	-	-	-	-	29
AUTONOMOUS AGENCIES	**39**	**184,229**	**182,446**	**129,388**	**54,809**	**129,543**	**680,416**
DEPT OF EDUCATION	51	263,930	342,689	27,650	4,315	157,205	795,789
DEPT OF PARKS & RECREATION	16	50,783	27,969	7,403	5,450	77,181	168,786
DEPT OF PUBLIC HEALTH & SOCIAL SERVICES	5	1,588	1,883	1,558	-	102,977	108,006
DEPT OF CORRECTIONS	2	4,568	4,341	3,633	4,606	15,262	32,409
DEPT OF CHAMORRO AFFAIRS	2	6,792	4,220	5,377	-	-	16,389
DEPT OF PUBLIC WORKS	9	3,683	757	673	667	3,327	9,107
GUAM FIRE DEPARTMENT	7	5,884	2,457	-	-	-	8,340
MAYORS' COUNCIL OF GUAM	31	6,498	42	-	-	-	6,540
DEPT OF AGRICULTURE	6	5,993	-	-	-	-	5,993
DIVISION OF SENIOR CITIZENS, DPH&SS	2	2,985	292	59	-	-	3,336
OFFICE OF THE GOVERNOR	2	2,443	-	-	-	-	2,443
DEPT OF MILITARY AFFAIRS/GUARNG	1	2,046	-	-	-	-	2,046
SANCTUARY INC	1	1,555	-	-	-	-	1,555
GUAM POLICE DEPARTMENT	2	1,293	-	-	-	-	1,293
DEPT OF ADMINISTRATION	1	377	-	-	-	-	377
GUAM VETERANS AFFAIRS OFFICE	2	312	-	-	-	-	312
GHURA-AGAFU GUMAS PARK	1	34	26	25	31	177	292
DEPT OF AGRICULTURE-FISHERIES	1	183	-	-	-	-	183
GUAM LEGISLATURE	2	106	-	-	-	-	106
DEPT OF YOUTH AFFAIRS	2	96	-	-	-	-	96
GUAM PUBLIC LIBRARY	2	82	-	-	-	-	82
GUAM SOLID WASTE AUTHORITY	2	75	-	-	-	-	75
MERIZO MAYOR	1	23	31	-	-	-	54
GUAM ASSOCIATION OF RETIRED PERSONS	1	46	-	-	-	-	46
							-
LINE AGENCIES	**152**	**361,376**	**384,704**	**46,378**	**15,068**	**356,129**	**1,163,656**
TOTAL April 30, 2017	**191**	**545,605**	**567,151**	**175,766**	**69,877**	**485,673**	**1,844,072**
TOTAL September 30, 2016	**243**	**1,516,081**	**325,256**	**94,308**	**95,259**	**717,692**	**2,748,597**
% INCREASE/ (DECREASE)	**-21%**	**-64%**	**74%**	**86%**	**-27%**	**-32%**	**-33%**

GUAM WATERWORKS AUTHORITY
2010 Series Bond Project Status
As of Apr. 30, 2017

SCHEDULE J

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 04/30/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 04/30/17
Ground Water Disinfection	$ -	$ 500,000	$ 438,141	$ 61,859	$ 500,000	$ 0	$ 61,859
"A" Series Well Transmission Line	$ 600,000	$ 518,144	$ 474,434	$ 1,274	$ 475,709	$ 42,435	$ 43,710
Water Booster Pump Station	$ 500,000	$ 500,000	$ 418,844	$ 81,156	$ 500,000	$ (0)	$ 81,156
Meter Replacement Program	$ 2,500,000	$ 10,300,000	$ 10,254,220	$ 19,409	$ 10,273,628	$ 26,372	$ 45,780
Barrigada Tank Repair/Replacement	$ -	$ 5,450,000	$ 5,442,302	$ 7,698	$ 5,450,000	$ 0	$ 7,698
Leak Detection		$ 200,000	$ -	$ 200,000	$ 200,000	$ -	$ 200,000
Potable Water System Planning	$ 200,000	$ 200,000	$ 179,638	$ 20,362	$ 200,000	$ -	$ 20,362
Implement Ground Water Rule		$ 1,700,000	$ 1,499,464	$ 200,535	$ 1,700,000	$ 1	$ 200,536
Brigade II (Ugum Lift) BPS Upgrade	$ 1,200,000	$ 1,700,000	$ 83,395	$ 202,199	$ 285,595	$ 1,414,405	$ 1,616,605
Deep Well Rehabilitation	$ 548,000	$ 548,000	$ 548,000	$ -	$ 548,000	$ -	$ -
New Deep Wells at Down Hard	$ 3,773,000	$ 638,252	$ 485,743	$ -	$ 485,743	$ 152,509	$ 152,509
Rehabilitation of Asan Springs	$ 900,000	$ 900,000	$ 188,771	$ 152,068	$ 340,838	$ 559,162	$ 711,229
Master Meters	$ 1,600,000	$ 1,600,000	$ 1,421,267	$ 68,690	$ 1,489,957	$ 110,043	$ 178,733
Ugum Water Treatment Plant Intake	$ 3,670,000	$ 700,000	$ 543,615	$ 156,385	$ 700,000	$ -	$ 156,385
Water Wells	$ 2,000,000	$ -	$ -		$ -	$ -	$ -
Water Distribution System	$ 384,000	$ 3,174,748	$ 3,174,748	$ -	$ 3,174,748	$ (0)	$ (0)
Pressure Zone Realignment /	$ 3,550,000	$ -	$ -		$ -	$ -	$ -
Northern System Water Distribution	$ 2,725,000	$ -	$ -	$ -	$ -	$ -	$ -
Central Water Distribution System 2005	$ 1,200,000	$ 900,000	$ 579,070	$ 45,082	$ 624,152	$ 275,848	$ 320,930
Southern Water Distribution System	$ 1,800,000	$ -	$ -		$ -	$ -	$ -
Mechanical/Electrical Equipment	$ 1,360,000	$ 1,200,000	$ 1,079,495	$ 120,505	$ 1,200,000	$ (0)	$ 120,505
Water Reservoir Internal/External	$ 500,000	$ 2,000,000	$ 855,242	$ 584,234	$ 1,439,476	$ 560,524	$ 1,144,758
Water Reservoir Internal/External	$ 2,400,000	$ -	$ -		$ -	$ -	$ -
Water System Reservoirs 2005 Improvements	$ 11,697,000	$ 1,050,000	$ 1,050,000		$ 1,050,000	$ 0	$ 0
Distribution System Upgrades	$ 3,182,000	$ 474,160	$ 451,462	$ 22,698	$ 474,160	$ 0	$ 22,698
Ugum Water Treatment Plant Reservoir	$ 3,672,000	$ -	$ -		$ -	$ -	$ -
Water Audit Program & Water Loss Control Plan		$ 100,000	$ 15,031	$ 63,428	$ 78,459	$ 21,541	$ 84,970
Production Plan / Reduce Navy Purchases		$ 100,000	$ 94,286	$ 5,714	$ 100,000	$ -	$ 5,714
Hydraulic Asessment of Tank		$ 500,000	$ 496,340	$ 3,660	$ 500,000	$ -	$ 3,660
Agana Heights & Chaot Tanks		$ 4,700,000	$ 4,144,715	$ 555,285	$ 4,700,000	$ -	$ 555,285
Tank Major Repair Yigo#1 Mangilao#2 Agat#2		$ 1,900,000	$ 1,738,843	$ 109,171	$ 1,848,013	$ 51,987	$ 161,157
Tank Major Repair Yigo#1 Mangilao#2 Agat#2		$ -			$ -	$ -	$ -
Assessment of malojloj Elevetad & Yigo Elevated		$ 200,000	$ 200,000	$ -	$ 200,000	$ -	$ -
Public Water System Asser Inventory/Condition Assesment		$ 100,000	$ 96,554	$ 3,446	$ 100,000	$ -	$ 3,446
Public Water System GIS & Mapping		$ 50,000	$ 41,283	$ 8,717	$ 50,000	$ -	$ 8,717
		$ -			$ -	$ -	$ -
Wastewater System Planning	$ 1,500,000	$ 1,500,000	$ 1,465,858	$ 8,142	$ 1,474,000	$ 26,000	$ 34,142
Wastewater Vehicles	$ 235,000	$ 235,000	$ 209,795	$ 25,205	$ 235,000	$ 0	$ 25,205
NDWWTP - Chlorine Tanks	$ 250,000	$ 250,000	$ 250,000		$ 250,000	$ -	$ -
Tumon Bay Sewer Upgrades	$ 100,000	$ -	$ -		$ -	$ -	$ -
Wastewater Collection System Repl/Rehab		$ 1,105,000	$ 718,036	$ 283,287	$ 1,001,323	$ 103,677	$ 386,964
Facilities Plan/Design for Baza Gardens WWTP	$ 1,250,000	$ 1,250,000	$ 1,138,520	$ 10,750	$ 1,149,269	$ 100,731	$ 111,480
Facilities Plan/Design for Agat-Santa Rita WWTP	$ 900,000	$ 899,630	$ 881,749	$ 17,881	$ 899,630	$ -	$ 17,881
Priority 1 Sewer Upgrades – Baza Gardens WWTP	$ 650,000	$ -	$ -		$ -	$ -	$ -
Baza Gardens STP Replacement	$ 3,567,000	$ 1,301,947	$ 150,663	$ 166,337	$ 317,000	$ 984,947	$ 1,151,284
Facilities Plan/Design for Umatac Merizo WWTP		$ 900,000	$ 402,471	$ 268,320	$ 670,791	$ 229,209	$ 497,529
Agat/Santa Rita STP Replacement	$ 2,968,000	$ 2,218,000	$ 2,215,591	$ 387	$ 2,215,978	$ 2,022	$ 2,409
Northern District WWTP Primary Treatment Upgrades	$ -	$ 11,750,000	$ 11,363,439	$ 211,161	$ 11,574,600	$ 175,400	$ 386,561
Biosolids Management Plan		$ 200,000	$ 186,948	$ 13,052	$ 200,000	$ -	$ 13,052
Agana WWTP Interim Measures	$ -	$ 11,500,000	$ 11,242,386	$ 57,614	$ 11,300,000	$ 200,000	$ 257,614
I&I SSES Southern		$ 800,000	$ 692,882	$ 107,118	$ 800,000	$ (0)	$ 107,118
I&I SSES Central		$ 850,000	$ 794,325	$ 55,675	$ 850,000	$ -	$ 55,675
I&I SSES Northern		$ -			$ -	$ -	$ -
Umatac Merizo Replacement		$ 250,000	$ 247,431	$ 2,569	$ 250,000	$ -	$ 2,569
Northern District WWTP Secondary Treatment Upgrades		$ 1,000,000					$ 1,000,000
		$ -					
Well Electrical Protection	$ 26,000	$ -	$ -		$ -	$ -	$ -
SCADA Pilot Project	$ 300,000	$ 61,950	$ 19,812	$ 42,138	$ 61,950	$ (0)	$ 42,138
Electrical Upgrade - Water Wells	$ 3,000,000	$ 354,227	$ 335,378	$ 18,849	$ 354,227	$ 0	$ 18,849
Electrical Upgrade - Water Booster	$ 325,000	$ -	$ -		$ -	$ -	$ -
Electrical Upgrade -Water Booster	$ 350,000	$ -	$ -		$ -	$ -	$ -
Electrical Upgrade - Other Water	$ 250,000	$ -			$ -	$ -	$ -
SCADA Improvements – Phase 1	$ 250,000	$ 250,000	$ 193,989	$ 56,011	$ 250,000	$ -	$ 56,011
SCADA Improvements – Phase 2	$ 1,100,000	$ 1,056,986	$ 1,027,424	$ 29,562	$ 1,056,986	$ -	$ 29,562
SCADA Improvements – Phase 3	$ 2,500,000	$ 24,956	$ 24,956	$ -	$ 24,956	$ 0	$ 0
SCADA Improvements – Phase 4	$ 850,000	$ -	$ -		$ -	$ -	$ -
		$ -					
Laboratory Modernization	$ 1,200,000	$ -	$ -		$ -	$ -	$ -
Land Survey	$ 1,500,000	$ 500,000	$ 461,986	$ 37,701	$ 499,687	$ 313	$ 38,014
General Plant Improvements / Water	$ 14,370,000	$ 7,241,000	$ 7,241,000	$ 0	$ 7,241,000	$ 0	$ 0
Interest Earned							$ 37,360
Total Construction Fund (2010 Series Revenue Bond)	**$ 87,402,000**	**$ 87,402,000**	**$ 77,259,541**	**$ 4,105,333**	**$ 81,364,874**	**$ 5,037,126**	**$ 10,179,820**

1.) PUC's Docket 11-01 $29,000,000.00 dated
09/19/11authorized GWA for reallocation
2) PUC's Docket 11-01 Reallocation of $23,246,000.00 dated 07/30/12

GUAM WATERWORKS AUTHORITY
2013 Series Bond Project Status
As of Apr. 30, 2017

SCHEDULE K

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 04/30/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 04/30/17
Santa Rita Springs Booster Pump Rehab Phase II	$ 100,000	$ 100,000			$ -	$ 100,000	$ 100,000
"A" Series Well Transmission Line	$ 400,000	$ 400,000	314,479	55,367	$ 369,846	$ 30,154	$ 85,521
Water Booster Pump Station	$ 6,000,000	$ 1,861,000	1,606,279	23,685	$ 1,629,964	$ 231,036	$ 254,721
Meter Replacement Program		$ 999,000	996,532	-	$ 996,532	$ 2,468	$ 2,468
Barrigada Tank Repair/Replacement	$ 6,000,000	$ 4,987,000	4,924,959	62,041	$ 4,987,000	$ 0	$ 62,041
Leak Detection	$ 100,000	$ 20,000	16,916	-	$ 16,916	$ 3,084	$ 3,084
Potable Water System Planning	$ 800,000	$ 624,000	598,453	25,547	$ 624,000	$ (0)	$ 25,547
Implement Ground Water Rule	$ 1,000,000	$ 1,000,000	1,000,000	-	$ 1,000,000	$ -	$ -
Deep Well Rehabilitation	$ 800,000	$ 200,000	189,780	10,220	$ 200,000	$ -	$ 10,220
New Deep Wells at Down Hard	$ 2,000,000	$ 810,000			$ -	$ 810,000	$ 810,000
Master Meters	$ 4,000,000	$ 784,000	531,188	180,872	$ 712,060	$ 71,940	$ 252,812
Ugum Water Treatment Plant Intake	$ 1,000,000	$ 982,000	578,549	281,252	$ 859,801	$ 122,199	$ 403,451
Water Wells	$ 4,200,000	$ 4,200,000	1,415,921	760,700	$ 2,176,621	$ 2,023,379	$ 2,784,079
Water Distribution System	$ 12,000,000	$ 11,151,000	3,718,458	5,086,902	$ 8,805,360	$ 2,345,640	$ 7,432,542
Pressure Zone Realignment /	$ 1,000,000	$ 431,000	321,464	1,260	$ 322,725	$ 108,275	$ 109,536
Mechanical/Electrical Equipment	$ 430,000	$ 430,000	328,686	98,112	$ 426,798	$ 3,202	$ 101,314
Water Reservoir Internal/External	$ 800,000	$ -			$ -	$ -	$ -
Water System Reservoirs 2005 Improvements	$ 21,000,000	$ 13,878,000	5,906,694	1,800,074	$ 7,706,768	$ 6,171,233	$ 7,971,306
Ugum Water Treatment Plant Reservoir	$ 7,000,000	$ 90,000			$ -	$ 90,000	$ 90,000
Agana Heights & Chaot Tanks	$ 4,500,000	$ 3,280,000	232,905	47,022	$ 279,927	$ 3,000,073	$ 3,047,095
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 13,500,000	$ 11,605,000	379,334	1,182,370	$ 1,561,703	$ 10,043,297	$ 11,225,667
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 8,000,000	$ -			$ -	$ -	$ -
Assessment of maloiloi Elevetad & Yigo Elevated	$ 500,000	$ 485,117	438,644	46,473	$ 485,117	$ -	$ 46,473
Fire Hydrant Replacement Program	$ -	$ -			$ -	$ -	$ -
		$ -					
Wastewater System Planning	$ 800,000	$ 651,000	486,764	164,237	$ 651,000	$ (0)	$ 164,236
Lift Station Upgrades	$ 5,000,000	$ 946,000	561,748	363	$ 562,111	$ 383,889	$ 384,252
Wastewater Collection System Repl/Rehab	$ 6,500,000	$ 780,000	297,295	144,453	$ 441,748	$ 338,253	$ 482,705
Baza Gardens STP Replacement		$ 3,114,883	888,197	111,803	$ 1,000,000	$ 2,114,883	$ 2,226,686
Facilities Plan/Design for Umatac-Merizo WWTP		$ 473,000	322,783	48,916	$ 371,699	$ 101,301	$ 150,217
Agat/Santa Rita STP Replacement	$ 19,000,000	$ 67,200,000	19,373,584	47,517,017	$ 66,890,601	$ 309,399	$ 47,826,416
Agana WWTP Interim Measures		$ 673,000	526,226	146,774	$ 673,000	$ (0)	$ 146,774
Umatac Merizo Replacement	$ 2,000,000	$ -			$ -	$ -	$ -
		$ -					
Wastewater Pump Station Electrical Upgrade	$ 620,000	$ 620,000	91,274	8,587	$ 99,861	$ 520,139	$ 528,726
Electrical Upgrade - Water Wells	$ 1,500,000	$ 1,500,000	1,480,583	19,417	$ 1,500,000	$ 0	$ 19,417
Electrical Upgrade - Water Booster	$ 325,000	$ 2,000			$ -	$ 2,000	$ 2,000
Electrical Upgrade -Water Booster	$ 350,000	$ 200,000	977	-	$ 977	$ 199,023	$ 199,023
Electrical Upgrade - Other Water	$ 250,000	$ 150,000	60,700	-	$ 60,700	$ 89,300	$ 89,300
SCADA Improvements – Phase 3	$ 1,850,000	$ 923,000	370,078	352,281	$ 722,359	$ 200,641	$ 552,922
SCADA Improvements – Phase 4	$ 500,000	$ -			$ -	$ -	$ -
		$ -					$ -
Laboratory Modernization	$ 1,500,000	$ 1,173,000	1,043,177	128,288	$ 1,171,465	$ 1,535	$ 129,823
Land Survey	$ 2,000,000	$ 2,000		2,000	$ 2,000	$ (0)	$ 2,000
General Plant Improvements / Water	$ 2,000,000	$ 2,600,000	1,218,102	1,223,635	$ 2,441,737	$ 158,263	$ 1,381,898
Allowance for COI							$ 275,005
Interest Earned							$ 98,864
Total Construction Fund (2013 Series Revenue Bond)	**$ 139,325,000**	**$ 139,325,000**	**$ 50,220,728**	**$ 59,529,668**	**$ 109,750,396**	**$ 29,574,604**	**$ 89,478,141**

PUC's Docket 14-04 dated February 25, 2014

GUAM WATERWORKS AUTHORITY
2014 Series Refunded Bond Project Status
As of Apr. 30, 2017

SCHEDULE L

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	ADJUSTED PROJECT COST	EXPENDITURES AS OF 04/30/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	20% PUC AS OF 04/30/17	Construction Fund Balance as of 04/30/17
Agana Treatment Plant	$ 10,475,000	$ 11,065,512	11,065,512	$ -	$ 11,065,512	$ (0)	$ 2,095,000	$ (0)
								$ -
Agana Outfall	$ 5,030,000	$ 10,127,198	10,127,198	$ -	$ 10,127,198	$ 0	$ 1,006,000	$ 0
								$ -
								$ -
Northern District (Outfall)	$ 4,700,000	$ 10,251,423	10,251,423	$ -	$ 10,251,423	$ 0	$ 940,000	$ 0
Northern District WWTP Upgrade		$ 173,681	173,681		$ 173,681	$ -		$ -
Northern Treatment Plant		$ -	-		$ -	$ -		$ -
Baza Gardens Wastewater Treatment Plant Upgrade	$ 500,000	$ 297,177	297,177	$ -	$ 297,177	$ (0)	$ 100,000	$ (0)
Interim Disinfection Facilities	$ 581,000	$ 3,437,311	3,408,599	$ 28,712	$ 3,437,311	$ (0)	$ 116,200	$ 28,712
						$ -		$ -
Electrical Protection	$ 1,000,000	$ 1,512,483	1,512,483.3	$ -	$ 1,512,483	$ (0)	$ 200,000	$ (0)
Well Vulnerability Reduction	$ 600,000	$ 185,522	185,522	$ -	$ 185,522	$ 0	$ 120,000	$ 0
Old Agat Wastewater Collection (I/I Reduction)	$ 2,155,000	$ 1,931,659	1,931,659	$ -	$ 1,931,659	$ (0)	$ 431,000	$ (0)
				$ -		$ -		$ -
Chaot WW Pump Station/Collection System	$ 410,000	$ 399,120	399,120	$ -	$ 399,120	$ -	$ 82,000	$ -
Lift Station Upgrades	$ 230,000	$ 149,895	149,895	$ -	$ 149,895	$ 0	$ 46,000	$ 0
Collection Line Upgrades	$ 200,000	$ 62,755	62,755	$ -	$ 62,755	$ 0	$ 40,000	$ 0
"A" Well Transmission Line	$ 2,413,000	$ 3,833,175	3,790,888	$ 42,287	$ 3,833,175	$ (0)	$ 482,600	$ 42,287
					$ -	$ -		$ -
Santa Rita Springs - Booster Pump Rehab.	$ 648,000	$ 306,841	306,841	-	$ 306,841	$ (0)	$ 129,600	$ (0)
						$ -	$ -	$ -
Fena Bypass Transmission line		$ 160,913	160,913	$ -	$ 160,913	$ (0)	$ -	$ (0)
Storage Additions	$ 950,000	$ -			$ -	$ -	$ 190,000	$ -
Booster Station Upgrades	$ 390,000	$ 66,734	66,734	$ -	$ 66,734	$ -	$ 78,000	$ -
Mangilao Tank Repair	$ 800,000	$ 398,367	397,933	$ 434	$ 398,367	$ (0)	$ 160,000	$ 434
Ugum Tank Replacement	$ 2,500,000	$ -			$ -	$ -	$ 500,000	$ -
Ugum WTPlant Refurbishment ($1.724,970EPA)		$ 6,588,473	6,531,525	$ 56,949	$ 6,588,473	$ (0)		$ 56,948
Barrigada Tank Repair/Replacement	$ 3,000,000	$ 65,019	65,019	$ -	$ 65,019	$ 0	$ 600,000	$ 0
						$ -		$ -
Water Reservoir Condition Assessment		$ 1,250,000	1,207,250.62	$ 42,749	$ 1,250,000	$ 0	$ -	$ 42,749
EarthTech Well Buyout	$ 5,000,000	$ 5,975,000	5,975,000	$ -	$ 5,975,000	$ -	$ 1,000,000	$ -
Water Wastewater Master Plan	$ 4,900,000	$ 4,881,308	4,881,308	$ -	$ 4,881,308	$ 0	$ 980,000	$ 0
Laboratory Modernization	$ 800,000	$ 135,055	135,055	$ -	$ 135,055	$ 0	$ 160,000	$ 0
Land Survey	$ 800,000	$ 577,836	556,037	$ 21,799	$ 577,836	$ 0	$ 160,000	$ 21,799
Ground Water Disinfection		$ -				$ -		$ -
GWUDI Study		$ 262,234	260,430	1,804	$ 262,234	$ -		$ 1,804
						$ -		$ -
Contingency	$ 12,276,023	$ 154	-	$ -	$ -	$ -		$ 732
						$ -		$ -
						$ -		$ -
						$ -		$ -
						$ -		$ -
						$ -		$ -
Vehicles	$ 1,100,000	$ 1,280,000	2,130,305	$ (850,305)	$ 1,280,000	$ -	$ 220,000	$ -
Generation Equipment	$ 700,000	$ 880,000	2,712	$ 877,288	$ 880,000	$ 0		$ 27,033
Leak Detection/Line Replacement	$ 8,200,000	$ 5,988,494	5,988,494	$ -	$ 5,988,494	$ -	$ 1,640,000	$ -
						$ -		$ -
						$ -		$ -
Automated Meter Reading	$ 12,572,063	$ 17,468,359	16,870,522	$ 537,157	$ 17,468,359.32	$ 0	$ 2,514,413	$ 597,837
Total Construction Fund (2014 Series Refunded Revenue Bond)	$ 82,930,086	$ 89,711,698	88,891,990	$ 758,873.38	$ 89,711,543	$ 1	$ 13,990,813	$ 820,336
Interest Earned	$ 6,781,612	$ (0)				$ (0)		$ 758
Total Project Cost Funding	**$ 89,711,698**	**$ 89,711,698**	**88,891,990**	**$ 758,873.38**	**$ 89,711,543**	**$ 1**	**$ 13,990,813**	**$ 821,095**

GUAM WATERWORKS AUTHORITY
2016 Series Bond Project Status
As of Apr. 30, 2017

SCHEDULE M

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 04/30/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 04/30/17
Water Booster Pump Station	$ 4,139,000	$ 4,139,000			$ -	$ 4,139,000	$ 4,139,000
Meter Replacement Program	$ 4,501,000	$ 4,501,000		150,000.00	$ 150,000	$ 4,351,000	$ 4,501,000
Barrigada Tank Repair/Replacement	$ 1,013,000	$ 1,013,000			$ -	$ 1,013,000	$ 1,013,000
Leak Detection	$ 1,180,000	$ 1,180,000			$ -	$ 1,180,000	$ 1,180,000
Potable Water System Planning	$ 2,276,000	$ 2,276,000	153	476,140.91	$ 476,294	$ 1,799,706	$ 2,275,847
Deep Well Rehabilitation	$ 250,000	$ 250,000			$ -	$ 250,000	$ 250,000
New Deep Wells at Down Hard	$ 1,190,000	$ 1,190,000			$ -	$ 1,190,000	$ 1,190,000
Master Meters	$ 3,616,000	$ 3,616,000		151,539.00	$ 151,539	$ 3,464,461	$ 3,616,000
Ugum Water Treatment Plant Intake	$ 18,000	$ 18,000			$ -	$ 18,000	$ 18,000
Water Wells	$ 2,500,000	$ 2,500,000			$ -	$ 2,500,000	$ 2,500,000
Water Distribution System	$ 2,049,000	$ 49,000			$ -	$ 2,049,000	$ 49,000
Pressure Zone Realignment /	$ 1,141,000	$ 1,141,000			$ -	$ 1,141,000	$ 1,141,000
Mechanical/Electrical Equipment	$ 100,000	$ 100,000			$ -	$ 100,000	$ 100,000
Water Reservoir Internal/External	$ 800,000	$ 800,000			$ -	$ 800,000	$ 800,000
Water System Reservoirs 2005 Improvements	$ 42,350,000	$ 28,350,000		2,348,328.00	$ 2,348,328	$ 40,001,672	$ 28,350,000
Ugum Water Treatment Plant Reservoir	$ 6,410,000	$ -			$ -	$ 6,410,000	$ -
Water Audit Program & Water Loss Control Plan	$ 1,000,000	$ 1,000,000				$ 1,000,000	$ 1,000,000
Agana Heights & Chaot Tanks	$ 1,220,000	$ 1,220,000			$ -	$ 1,220,000	$ 1,220,000
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 1,895,000	$ 1,895,000			$ -	$ 1,895,000	$ 1,895,000
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 10,500,000	$ 7,409,830		1,822,132.80	$ 1,822,133	$ 8,677,867	$ 7,409,830
Fire Hydrant Replacement Program	$ 2,000,000	$ 2,000,000			$ -	$ 2,000,000	$ 2,000,000
Wastewater System Planning	$ 349,000	$ 349,000	30	312,953.45	$ 312,983	$ 36,017	$ 348,970
Lift Station Upgrades	$ 2,404,000	$ 2,404,000	17,800	200,000.00	$ 217,800	$ 2,186,200	$ 2,386,200
Wastewater Collection System Repl/Rehab	$ 2,920,000	$ 2,920,000			$ -	$ 2,920,000	$ 2,920,000
Baza Gardens STP Replacement	$ 16,700,000	$ 29,400,170	2,142,859	14,557,140.99	$ 16,700,000	$ (0)	$ 27,257,311
Facilities Plan/Design for Umatac-Merizo WWTP	$ 527,000	$ 527,000	1,219	249,833.27	$ 251,053	$ 275,948	$ 525,781
Agat/Santa Rita STP Replacement	$ 3,000,000	$ 3,000,000	325	446,924.89	$ 447,250	$ 2,552,750	$ 2,999,675
Agana WWTP Interim Measures	$ 827,000	$ 827,000			$ -	$ 827,000	$ 827,000
Umatac Merizo Replacement	$ 8,000,000	$ 20,800,000	42	722,935.42	$ 722,977	$ 7,277,023	$ 20,799,958
Wastewater Pump Station Electrical Upgrade	$ 100,000	$ 100,000			$ -	$ 100,000	$ 100,000
Electrical Upgrade - Water Wells	$ 650,000	$ 650,000			$ -	$ 650,000	$ 650,000
Electrical Upgrade - Water Booster	$ 323,000	$ 323,000			$ -	$ 323,000	$ 323,000
SCADA Improvements – Phase 3	$ 1,177,000	$ 1,177,000		432,705.00	$ 432,705	$ 744,295	$ 1,177,000
SCADA Improvements – Phase 4	$ 6,500,000	$ 6,500,000			$ -	$ 6,500,000	$ 6,500,000
Laboratory Modernization	$ 1,127,000	$ 1,127,000	382,751	744,248.90	$ 1,127,000	$ -	$ 744,249
Land Survey	$ 1,998,000	$ 1,998,000		107,000.00	$ 107,000	$ 1,891,000	$ 1,998,000
General Plant Improvements / Water	$ 2,769,463	$ 2,769,463		818,303.37	$ 818,303	$ 1,951,160	$ 2,769,463
Information Technology Integration Improvements	$ 500,000	$ 500,000				$ 500,000	$ 500,000
Interest Earned							$ 95,758
Total Construction Fund (2016 Series Revenue Bond)	**$ 140,019,463**	**$ 140,019,463**	**$ 2,545,179**	**$ 23,540,186**	**$ 26,085,365**	**$ 113,934,098**	**$ 137,570,043**

GUAM WATERWORKS AUTHORITY
Schedule of Series 2010, 2013, 2014 Refunding and 2016 Bond Bank Accounts
As of April 30, 2017

SCHEDULE N

	4/30/2017
BANK OF GUAM	
BOG - Revenue Account	6,989,213
BOG - Operations and Maintenance Reserve	3,083,482
BOG - Operations, Maintenance, Renewal and Replacement Reserve Fund	17,423,213
BOG - Capital Improvement Fund	1,971,820
BOG - O & M Reserve	13,008,053
BOG - Debt Service Reserve	11,193,221
BOG - CAPEX Reserve	11,617,427
Total BOG Bank Account Balance	**65,286,429**
Series 2010 Bond:	
BOG - Construction Account	10,179,819
USB - Debt Service Fund	3,516,318
USB - Debt Service Reserve Fund	7,566,460
Total Series 2010 Bond Bank Balance	**21,262,598**
Series 2013 Bond:	
BOG - Construction Fund	89,478,141
BOG - Capitalized Interest Fund	-
USB - Debt Service Fund	3,110,954
USB - Debt Service Reserve Fund	12,031,688
Total Series 2013 Bond Bank Balance	**104,620,783**
Series 2014 Refunding Bond:	
BOG - Construction Fund	821,094
USB - Debt Service Fund	4,081,174
USB - Debt Service Reserve Fund	7,709,969
Total Series 2014 Refunding Bond Bank Balance	**12,612,237**
Series 2016 Bond:	
BOG - Construction Account	137,570,043
BOG - Capitalized Interest Fund	5,358,622
BOG - Cost of Issuance Fund	-
USB - Debt Service Fund	-
USB - Debt Service Reserve Fund	7,583,382
Total Series 2016 Bond Bank Balance	**150,512,047**

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 28–FY2017

RELATIVE TO APPROVAL OF CONSTRUCTION MANAGEMENT SERVICES CHANGE ORDER #2 FOR THE SOUTHERN SSES REHABILITATION – PHASE II (SANTA RITA-BAZA GARDENS-TALOFOFO) PROJECT S15-001-EPA

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to repair and rehabilitate the water and wastewater system infrastructure; and

WHEREAS, GWA has a number of important USEPA State Revolving Fund projects including the rehabilitation of gravity sewer mains and manholes to address Infiltration and Inflow (I&I) in the villages of Baza Gardens, Santa Rita, and Talofofo; and

WHEREAS, the intent of this project is to reduce I&I within the wastewater collection system and decrease the volume of storm water that enters into the collection system tributary to the Baza Gardens and Agat-Santa Rita WWTPs causing GWA to incur additional costs to operate the sewer pump stations and treatment plants; and

WHEREAS, on July 28, 2016, GWA entered into a contract with EMPSCO Engineering Consultants (See Exhibit A – CM Contract) to provide Construction Management Services for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo) construction project, in the amount of Two Hundred Fourteen Thousand Two Hundred Forty-Six Dollars and Twenty-Eight Cents ($214,246.28); and

WHEREAS, GWA subsequently amended the EMSPCO contract (See Exhibit B – Change Order #1) to include wetland delineation work due to the close proximity of the existing wetland to the work area and to confirm that no additional Army Corp of Engineers permits were necessary in which this additional work increased the EMPCOS contract amount by Two Thousand Three Hundred Ninety Four Dollars and Forty One Cents ($2,394.41) or a total of Two Hundred Sixteen Thousand Six Hundred Forty Dollars and Sixty Nine Cents ($216,640.69); and

WHEREAS, award of the Construction Management Services contract to EMPSCO Engineering Consultants on July 28, 2016 and the subsequent Change Order #1 was within the authority of the GWA General Manager due to the contract amount not exceeding Two Hundred Fifty Thousand Dollars ($250,000.00); and

WHEREAS, construction delays by the construction contractor (ProPacific Builders Corporation) for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo) project are anticipated to extend the construction contract by approximately 123 calendar days however GWA and the Project Management team, Brown and Caldwell, are still verifying the validity of ProPacific Builder's claim of additional time which may be less than approximated; and

WHEREAS, GWA requires the Construction Manager to manage all construction activities, including anticipated work thus GWA requested the EMSPCO to submitted a cost proposal (See Exhibit C – Cost Proposal) for anticipated CM services to cover approved additional construct work for which GWA will only fund actual CM work; and

WHEREAS, GWA Management seeks CCU approval to increase the EMPSCO's contract amount to not exceed an additional Eighty One Thousand Four Hundred Fifty Five Dollars and Eighty One Cents ($81,455.81) or Two Hundred Ninety Eight Thousand Ninety Six Dollars and Fifty Cents ($298,096.50), which includes construction management, inspection, and project coordination services during the approved additional days for construction; and

WHEREAS, funding for this project is from USEPA Grant Funds and, if necessary, GWA Bond funds under WW 09-06 Wastewater Collection System Replacement/Rehabilitation; and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve the following:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the terms of the additional fee proposal submitted by EMPSCO Engineering Consultants are fair and reasonable.
3. The CCU finds that the terms and conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
4. The CCU hereby authorizes the management of GWA to increase the contract with EMPSCO Engineering Consultants by the amount not to exceed of Eighty One Thousand Four Hundred Fifty Five Dollars and Eighty One Cents ($81,455.81).
5. The CCU hereby further approves the total authorized funding amount for this project to be Two Hundred Ninety Eight Thousand Ninety Six Dollars and Fifty Cents ($298,096.50).

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

_____
JOSEPH T. DUENAS
Chairperson

Attested by:

_____
J. GEORGE BAMBA
Secretary

I**, J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Issues for Decision

Resolution No. 28-FY2017
Relative to Approval of the Construction Management Change Order #2 for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo) Project S15-001-EPA

What is the project's objective and is it necessary and urgent?
The objective of the overall intent of the "Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo)" project is to reduce I&I within the wastewater collection system and decrease the volume of storm water that enters into the collection system tributary to the Baza Gardens and Agat-Santa Rita WWTPs causing GWA to incur additional costs to operate the sewer pump stations and treatment plants. GWA requires a construction manager to manage all construction activities therefore the request for approval of Change Order #2 is to ensure construction management services are available during periods when delays occur due to various reasons. In this particular case, the contractor is claiming additional delays however GWA is assessing the validity of these claims.

Where is the project located?
The project is located in the villages of Santa Rita, Baza Gardens and Talofofo.

How much will it cost?
The construction manager submitted a cost proposal of Eighty One Thousand Four Hundred Fifty Five Dollars and Eighty One Cents ($81,455.81). The approval of the Change Order #2 will increase the overall contract amount to Two Hundred Ninety Eight Thousand Ninety Six Dollars and Fifty Cents ($298,096.50).

When will it be completed?
The additional work is anticipated to be completed by the end of July 2017.

What is the funding source?
The funding for this project will be USEPA Grant Funds and, if necessary, GWA Bond funds under WW 09-06 Wastewater Collection System Replacement/Rehabilitation

Exhibit A (1 of 11)

CONSTRUCTION MANAGEMENT SERVICES
CONTRACT BETWEEN THE GUAM WATERWORKS AUTHORITY
AND EMPSCO ENGINEERING CONSULTANTS

THIS AGREEMENT is made this 28th day of July, 2016, by and between the Guam Waterworks Authority ("GWA"), whose business address is 578 N. Marine Drive, Tamuning, GU 96913, and EMPSCO Engineering Consultants ("Consultant") whose business address is 1998 EMPSCO Building, Route 16, Dededo, Guam 96929 and having Guam business license number (PEALS COA) No. 108 for Construction Management services.

WHEREAS, GWA intends to engage the professional services of the Consultant to provide Construction Management Services to GWA for RFP-05-ENG-2015 for the following project: Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo).

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best public interest to be performed under contract by professional personnel rather than by employees in the service of GWA; and

WHEREAS, the Procurement Officer has provided adequate public announcement of the need for such services through a Request for Proposals describing the type of services required and specifying the type of information and data required of each offeror and the relative importance of particular qualifications; and

WHEREAS, the Consultant has submitted a statement of qualifications and an interest in providing such services; and

WHEREAS, the award of this contract to the Consultant has been made pursuant to a written finding by the purchasing agent that the Consultant is the best qualified based upon evaluation factors set forth in the request for proposal, and the negotiation of compensation has been determined to be fair and reasonable;

WITNESSETH, GWA and the Consultant, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I. PURPOSE:

To engage the professional services of the Consultant to provide Construction Management

Exhibit A (2 of 11)

Services to GWA for the following project: Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo).

SECTION II. SCOPE OF SERVICES:

The Consultant agrees to accept appointment as a Consultant to the Guam Waterworks Authority providing his best efforts to the performance of duties and responsibilities as outlined in the GWA Request for Proposals No. RFP-05-ENG-2015 and the Consultant's Scope of Work and fee proposal dated June 15, 2016, (attached hereto as Exhibit A) all of which are incorporated herein by reference in their entirety and in accordance with all local and federal laws, rules, regulations and policies applicable hereto. For the purposes of this Contract, the Consultant shall be an independent Contracting Consultant.

SECTION III. CONTRACT TERM:

Subject to Section IV, the Consultant shall perform work provided in the Scope of Work after Consultant's receipt of written Notice to Proceed from the Guam Waterworks Authority. The Consultant shall provide the services called for in the Scope of Work in accordance with a schedule acceptable to GWA. No extension of services will be granted, unless there will be additional work added to the Scope of Work dated June 15, 2016 subject to Section XIV and other applicable provisions of this Contract..

SECTION IV. CONSULTANT'S COMPENSATION FOR SERVICES:

The Guam Waterworks Authority will compensate the Consultant for all services performed pursuant to Section II, supra, in the maximum amount of Two Hundred Fourteen Thousand Two Hundred Forty Six Dollars and Twenty Eight Cents ($214,246.28). This figure may be increased or decreased only after the scope of work has been substantially increased or decreased. GWA shall compensate the Consultant upon the receipt and approval of a monthly invoice for work completed. GWA reserves the right to withhold payment of part or the entire amount due to if the Consultant's performance is not in accordance with the Scope of Work or is otherwise deemed unsatisfactory by GWA. GWA will make payments within 30 days from the date GWA received the invoice and has approved the work provided therein. GWA's Approval for work performed shall be prompt and shall not be unreasonably withheld or detained. GWA further agrees to pay 6% interest on invoices more than 60 days late under the timeframes set forth in this Section.

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this agreement. Prior to making the final payment, and as a condition precedent thereto, the Consultant shall execute and deliver to GWA a release, in a form approved by GWA, of all claims against GWA arising under and by virtue of this Agreement.

Exhibit A (3 of 11)

SECTION V. CONSULTANT AGREES:

That Consultant agrees that he/she is an independent contractor and that there shall be no employee status or benefits arising from this Contract, which includes but is not limited to:

a. GWA providing any type of insurance for Consultant, Consultant's employees, Consultant's Equipment, Buildings and Vehicles, or any other type of insurance required by this contract or by law, policy or rule.

b. Participation in the Government of Guam retirement system;

c. Accumulation of vacation leave, or sick leave;

d. GWA paying any tax owed by Consultant for any reason, nor shall GWA be responsible for withholding of any taxes for Consultant or its employees.

e. Payment by GWA for travel or any other benefit afforded to GWA employees.

f. GWA making any payment to Consultant for any reason not explicitly provided for herein.

That he/she will, within thirty (30) days after any claim accrues arising out of or in connection with the contract as provided herein, give written notice to GWA and the Attorney General of Guam of such claim, and that he will not institute any suit of action against GWA in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted proof by the Consultant of his compliance with the provisions of this paragraph shall a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

SECTION VI. GOVERNMENT PROVIDED SERVICES OR EQUIPMENT:

GWA shall place at the disposal of the Consultant all available information pertinent to the project upon which the Consultant can rely, including previous reports, survey information and any other data relative to the project. GWA will provide access to and make all provisions for the Consultant to enter upon public lands as required by the Consultant to perform his work.

SECTION VII. SCOPE OF AGREEMENT:

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining the services of the Consultant by GWA and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or

Exhibit A (4 of 11)

anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager (or his/her authorized designee) is the only signature that will bind GWA.

SECTION VIII. RESPONSIBILITY OF CONSULTANT:

The Consultant shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Consultant shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Consultant's failure in performance of this contract and the Consultant shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Consultant's negligent performance of any of the services performed under this contract, or for any intentional act which contravenes the terms and conditions of this agreement and the spirit and intent of such. Consultant also agrees that it shall secure GWA's written approval before engaging the services of any subcontractor.

SECTION IX. ASSIGNMENT OF AGREEMENT:

The Consultant may not assign this agreement, or any sum becoming due the Consultant under the provisions of this agreement, without the prior written consent of GWA.

SECTION X. GENERAL COMPLIANCE WITH LAWS:

The Consultant is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Consultant to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Consultant shall attach a copy of their business license or an affidavit executed under penalty of perjury that indicates that Consultant is exempt under Guam law (must include legal citations proving exemption).

SECTION XI. ACCESS TO RECORDS AND OTHER REVIEW:

The Consultant, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government of Guam. Each subcontract by Consultant pursuant to this agreement shall include a

Exhibit A (5 of 11)

provision containing the conditions of this Section.

SECTION XII. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Consultant work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION XIII. INDEMNITY:

Consultant agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Consultant, Consultant's officers, agents (including subcontractors), servants or employees under this agreement.

SECTION XIV. CHANGES:

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of Section XX below pertaining to price adjustments.

SECTION XV. TERMINATION:

Section 15.1 TERMINATION FOR DEFAULT:

(1). Default. If the Consultant refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract as determined by GWA, then GWA may notify the Consultant in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Consultant's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Consultant shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Consultant's Duties. Notwithstanding termination of the contract and subject to any

Exhibit A (6 of 11)

directions from GWA, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Consultant and GWA; if the parties fail to agree, GWA shall set an amount subject to the Consultant's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Consultant such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Consultant, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) if the Consultant has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Consultant unless cured by Consultant with a reasonable time. Upon request of the Consultant, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Exhibit (7 of 11)

15.2 TERMINATION FOR CONVENIENCE:

(1) Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

(2) Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated work and on the dated set in the notice of termination the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Consultant to assign the Consultant's right, title, and interest under terminated orders or subcontracts to GWA. The Consultant must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Consultant shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Consultant or any of its sub-contractors in connection with the performance of this contract. The Consultant shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) Compensation.

(a) The Consultant shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Consultant fails to file a termination claim within one year from the effective date of termination, GWA may pay the Consultant, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Consultant may agree to a settlement provided the Consultant has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Consultant the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

Exhibit A (8 of 11)

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Consultant would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Consultant including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Consultant. The total sum to be paid the Consultant under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Consultant reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION XVI. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION XVII. GOVERNING LAW AND VENUE:

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

SECTION XVIII. EFFECTIVE DATE OF AGREEMENT:

Exhibit A (9 of 11)

This agreement shall take effect upon the date it is signed by the General Manager and the Consultant and the date of this agreement shall be the date upon which the GWA General Manager affixes his signature.

SECTION XIX. GOVERNMENT NOT LIABLE:

A. GWA assumes no liability for any accident or injury that may occur to the Consultant, his or her agents, dependents, or personal property while en route to or from Guam or during any travel mandated by the terms of this agreement.

B. GWA shall not be liable to Consultant for any work performed by the Consultant prior to the written and signed approval of this Agreement by the General Manager for GWA and the Consultant hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION XX. PRICE ADJUSTMENTS:

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

Exhibit A (10 of 11)

Consultant:

By: _____
REYNALDO M.C. ARCE, P.E.
Principal Engineer
EMPSCO Engineering Consultants

Date: 12 July 2016

Guam Waterworks Authority:

By: _____
MIGUEL C. BORDALLO, P.E.
General Manager

Date: 7.28.16

Certified Funds Available:

By: _____
Certifying Officer
Guam Waterworks Authority 7/28/16

Date: 7.27.16

Approved as to Form:

By: _____
FOR D. GRAHAM BOTHA
GWA Staff Attorney

Date: 7/22/16

Contract Amount: $214,246.28

Amount Certified: _____

Source of funding: USEPA Funds
Grant No. M96902611

Certifying Officer: GREG P. CRUZ, CFO

Date: JUL 27 2016

5

Exhibit A (11 of 11)

CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND

I, Reynaldo M.C. Arce certify that I am the Secretary of the corporation or managing partner named as Contractor herein; that Reynaldo M.C. Arce who signed this contract on behalf of the Contractor, was then Principal Engineer of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: 12th July 2016

(CORPORATE/PARTNERSHIP SEAL)

****** END OF CONTRACT *******

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

RECEIVED
2016 OCT -5 PM 3:33
G.W.A.
FINANCE DIVISION

CHANGE ORDER NO. 01

Project No. & Title:	Southern SSES Rehabilitation - Phase II (Santa Rita - Baza Gardens - Talofofo)		
	GWA Project No. S15-001-EPA		
Contractor's Name:	EMPSCO Engineering Consultants	Original Contract Date	July 28, 2016

TO: EMPSCO Engineering Consultants

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Petronilo Q. Villaluz / President
Contractor Representative (Print Name & Title)

Signature — October 4, 2016 (Date)

PREPARED BY:
Erickson Marble, P.E. — 10/4/2016 (Date)
Project Engineer

Kurt Bilz, P.E. — 10/4/2016 (Date)
Supervising Engineer

G.L. NO.	**S244.105321.520000**
Contract No.:	**751 OM**
Vendor No.:	**15587**
Amount:	**$2,394.41**

RECOMMEND APPROVAL:
Thomas Cruz, PE — 10/5/16 (Date)
Chief Engineer

Nature of Changes:

This Change Order intends to add CM funds to delineate potential wetland areas adjacent to Chalan Binadu, in Baza Gardens. Wetland delineation is planned for vegetated areas near Point Repair C, shown in design drawing BG-103 (Enclosure 3). During Guam EPA's environmental review for this project in October 2015, areas near Chalan Binadu were identified by GEPA as potentially containing wetlands (Enclosure 4). The Guam Regulatory Field Office of U.S. Army Corps of Engineers, Honolulu District, requested in August 2016 that two additional wetland delineation datapoints be prepared in the area of concern, per the current method required by the Corps (Enclosure 5). Arc Environmental was identified as an experienced subconsultant able to perform this work.

Enclosures:

1) Construction Manager's Cost Proposal
2) Subconsultant Wetland Investigation Scope and Price Proposal
3) Design Drawing BG-103
4) Guam EPA Environmental Review Letter, October 2015
5) Correspondence with U.S. Army Corps of Engineers, Honolulu District, Guam Regulatory Field Office

The changes result in the following adjustment of contract price:

Contract price prior to this change order	**$214,246.28**
Net (increase)~~(decrease)~~ from this Change Order (subject to approved terms & conditions)	**$2,394.41**
Current contract price including this Change Order	**$216,640.69**

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

CHANGE ORDER NO. 01

CERTIFIED FUNDS AVAILABLE:

10/13/16
10/12/16

Greg Cruz
Chief Certifying Officer

Date:

APPROVED:

Miguel C. Bordallo, PE
General Manager

Date: 10/14/2016

(Name & Title)
Finance/Accounting
Date:

Enclosure 1: Construction Manager's Cost Proposal

EMPSCO ENGINEERING CONSULTANTS

GUAM WATERWORKS AUTHORITY

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
PROPOSED CHANGE ORDER No. 01- WETLAND TESTING AT BAZA GARDENS
September 9, 2016

SUMMARY

ORIGINAL CONTRACT AMOUNT	$	**214,246.28**
PREVIOUS CHANGE ORDERS	$	-
THIS PROPOSED CHANGE ORDER	$	**2,394.41**
REVISED CONTRACT AMOUNT	$	**216,640.69**

Item	Task Description	ORIGINAL CONTRACT AMOUNT	PREVIOUS CHANGE ORDERS	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE	THIS PROPOSED CHANGE ORDER	REVISED CONTRACT AMOUNT
	CONSTRUCTION PHASE					
	Project Controls					
1	Project Correspondences	$ 4,676.70		$ 4,676.70	$ 588.84	$ 5,265.54
2	Submittals	$ 3,585.18		$ 3,585.18	$ 220.82	$ 3,806.00
3	Payment requests	$ 3,360.22		$ 3,360.22	$ -	$ 3,360.22
4	Project Meetings	$ 6,703.60		$ 6,703.60	$ 147.21	$ 6,850.81
5	Request for Information	$ 3,879.60		$ 3,879.60	$ -	$ 3,879.60
6	Claims and Disputes	$ 3,879.60		$ 3,879.60	$ -	$ 3,879.60
7	Project Records	$ 2,269.20		$ 2,269.20	$ -	$ 2,269.20
	subtotal	**$ 28,354.10**		**$ 28,354.10**	**$ 956.87**	**$ 29,310.97**
				$ -		
	Construction Inspection					
8	Onsite Inspector	$ 143,423.84		$ 143,423.84	$ -	$ 143,423.84
9	Acceptance of Work	$ 883.26		$ 883.26	$ -	$ 883.26
10	Stop Work Order			$ -	$ -	
	subtotal	**$ 144,307.10**	**$ -**	**$ 144,307.10**	**$ -**	**$ 144,307.10**
				$ -		
	Change Orders			$ -		
11	Change Order Review	$ 6,858.56		$ 6,858.56		$ 6,858.56
12	Design Change	$ 1,177.68		$ 1,177.68		$ 1,177.68
13	DCVR	$ 1,177.68		$ 1,177.68		$ 1,177.68
14	Negotiations	$ 1,177.68		$ 1,177.68		$ 1,177.68
15	Change Order Documents	$ 4,070.48		$ 4,070.48		$ 4,070.48
	subtotal	**$ 14,462.08**	**$ -**	**$ 14,462.08**	**$ -**	**$ 14,462.08**
				$ -		
	Construction Survey			$ -		
16	Pipeline Alignments	$ 1,210.73		$ 1,210.73		$ 1,210.73
17	Elevations	$ 1,210.73		$ 1,210.73		$ 1,210.73
	subtotal	**$ 2,421.46**	**$ -**	**$ 2,421.46**	**$ -**	**$ 2,421.46**
				$ -		
	Project Close-out			$ -		$ -
18	Timely Completion	$ 2,390.12		$ 2,390.12		$ 2,390.12

EMPSCO ENGINEERING CONSULTANTS

GUAM WATERWORKS AUTHORITY

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
PROPOSED CHANGE ORDER No. 01- WETLAND TESTING AT BAZA GARDENS
September 9, 2016

SUMMARY

ORIGINAL CONTRACT AMOUNT	$	**214,246.28**
PREVIOUS CHANGE ORDERS	$	**-**
THIS PROPOSED CHANGE ORDER	$	**2,394.41**
REVISED CONTRACT AMOUNT	$	**216,640.69**

Item	Task Description	ORIGINAL CONTRACT AMOUNT	PREVIOUS CHANGE ORDERS	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE	THIS PROPOSED CHANGE ORDER	REVISED CONTRACT AMOUNT
19	Punchist Development	$ 4,676.60		$ 4,676.60		$ 4,676.60
20	Inspections	$ 4,676.60		$ 4,676.60		$ 4,676.60
21	Training & Warranty	$ -		$ -		$ -
	subtotal	**$ 11,743.32**	**$ -**	**$ 11,743.32**		**$ 11,743.32**
	SUBTOTAL - CONSTRUCTION PHASE	**$ 201,288.06**	**$ -**	**$ 201,288.06**	**$ 956.87**	**$ 202,244.93**
				$ -		
	POST CONSTRUCTION			$ -		
1	Final Report	$ 2,372.74		$ 2,372.74		$ 2,372.74
2	Project Records	$ 2,372.74		$ 2,372.74		$ 2,372.74
3	Record Drawings	$ 2,372.74		$ 2,372.74		$ 2,372.74
	subtotal	**$ 7,118.22**	**$ -**	**$ 7,118.22**	**$ -**	**$ 7,118.22**
				$ -		
	EXPENSE ITEMS			$ -		$ -
	CONSTRUCTION PHASE			$ -		$ -
1	Mailing & Expediting			$ -	$ -	$ -
2	Report Reproduction	$ 1,500.00		$ 1,500.00	$ -	$ 1,500.00
3	Drawing Reproduction	$ 400.00		$ 400.00	$ -	$ 400.00
4	Photo film dev	$ -		$ -	$ -	$ -
5	Fuel	$ 1,600.00		$ 1,600.00	$ -	$ 1,600.00
6	Office Supplies	$ 1,600.00		$ 1,600.00	$ -	$ 1,600.00
7	Digital Cameras	$ -		$ -	$ -	$ -
8	Testing	$ -		$ -	$ -	$ -
9	Baza Garden Wetland Testing			$ -	$ 1,437.55	$ 1,437.55
						$ -
	POST CONSTRUCTION			$ -		$ -
1	Mailing & Expediting	$ -		$ -		$ -
2	Report Reproduction	$ 240.00		$ 240.00		$ 240.00
3	Record Drawing Reproduction	$ 500.00		$ 500.00		$ 500.00
	subtotal	**$ 5,840.00**	**$ -**	**$ 5,840.00**	**$ 1,437.55**	**$ 7,277.55**
	Grand Total	**$ 214,246.28**	**$ -**	**$ 214,246.28**	**$ 2,394.41**	**$ 216,640.69**

Project Owner: **Guam waterworks Authority**
Construction Management Firm: **EMPSCO Engineering Consultants**
Contractor: **Propacific Builder Corporation**

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens -Testing for Potential Wetlands
September 9, 2016
FEE ESTIMATE DETAILS

Item	Task Description	ORIGINAL CONTRACT AMOUNT	Principal Engineer	Project Manager	Structural Engineer	Civil Engineer	Secretary/Clerk	CADD Operator	ARC Guam	PROPOSED CHANGE AMOUNT	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE
			$ 147.21	**$ 147.21**	**$ 147.21**	**$ 112.58**	**$ 45.48**	**$ 57.42**	**1.00**		
	CONSTRUCTION PHASE										
	Project Controls										
1	Project Correspondences	$ 4,676.70		4.00						$ 588.84	$ 5,265.54
2	Submittals	$ 3,585.18		1.50						$ 220.82	$ 3,806.00
3	Payment requests	$ 3,360.22								$ -	$ 3,360.22
4	Project Meetings	$ 6,703.60		1.00						$ 147.21	$ 6,850.81
5	Request for Information	$ 3,879.60								$ -	$ 3,879.60
6	Claims and Disputes	$ 3,879.60								$ -	$ 3,879.60
7	Project Records	$ 2,269.20								$ -	$ 2,269.20
	subtotal	**$ 28,354.10**								**$ 956.87**	**$ 29,310.97**
										$ -	
	Construction Inspection									$ -	
8	Onsite Inspection	$ 143,423.84				-				$ -	$ 143,423.84
9	Acceptance of Work	$ 883.26								$ -	$ 883.26
10	Stop Work Order									$ -	$ -
	subtotal	**$ 144,307.10**								**$ -**	**$ 144,307.10**
										$ -	
	Change Orders									$ -	
11	Change Order Review	$ 6,858.56								$ -	$ 6,858.56
12	Design Change	$ 1,177.68								$ -	$ 1,177.68
13	DCVR	$ 1,177.68								$ -	$ 1,177.68
14	Negotiations	$ 1,177.68								$ -	$ 1,177.68
15	Change Order Documents	$ 4,070.48								$ -	$ 4,070.48
	subtotal	**$ 14,462.08**								$ -	**$ 14,462.08**

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens -Testing for Potential Wetlands
September 9, 2016
FEE ESTIMATE DETAILS

Item	Task Description	ORIGINAL CONTRACT AMOUNT	Principal Engineer	Project Manager	Structural Engineer	Civil Engineer	Secretary/Clerk	CADD Operator	ARC Guam	PROPOSED CHANGE AMOUNT	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE
			$ 147.21	$ 147.21	$ 147.21	$ 112.58	$ 45.48	$ 57.42	1.00		
										$ -	
	Construction Survey									$ -	
16	Pipeline Alignments	$ 1,210.73								$ -	$ 1,210.73
17	Elevations	$ 1,210.73								$ -	$ 1,210.73
	subtotal	**$ 2,421.46**								**$ -**	**$ 2,421.46**
										$ -	
	Project Close-out									$ -	
18	Timely Completion	$ 2,390.12								$ -	$ 2,390.12
19	Punchist Development	$ 4,676.60								$ -	$ 4,676.60
20	Inspections	$ 4,676.60								$ -	$ 4,676.60
21	Training & Warranty	$ -								$ -	$ -
	subtotal	**$ 11,743.32**								**$ -**	**$ 11,743.32**
SUBTOTAL - CONSTRUCTION PHASE		**$ 201,288.06**								**$ 956.87**	**$ 202,244.93**
										$ -	
	POST CONSTRUCTION									$ -	
1	Final Report	$ 2,372.74								$ -	$ 2,372.74
2	Project Records	$ 2,372.74								$ -	$ 2,372.74
3	Record Drawings	$ 2,372.74								$ -	$ 2,372.74
	subtotal	**$ 7,118.22**								$ -	$ 7,118.22
										$ -	$ -
	EXPENSE ITEMS									$ -	$ -
	CONSTRUCTION PHASE									$ -	$ -
1	Mailing & Expediting										$ -
2	Report Reproduction	$ 1,500.00								$ -	$ 1,500.00
3	Drawing Reproduction	$ 400.00								$ -	$ 400.00
4	Photo film dev	$ -								$ -	$ -
5	Fuel	$ 1,600.00								$ -	$ 1,600.00
6	Office Supplies	$ 1,600.00								$ -	$ 1,600.00
7	Digital Cameras	$ -								$ -	$ -
8	Testing	$ -								$ -	$ -

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens -Testing for Potential Wetlands
September 9, 2016
FEE ESTIMATE DETAILS

Item	Task Description	ORIGINAL CONTRACT AMOUNT	Principal Engineer	Project Manager	Structural Engineer	Civil Engineer	Secretary/Clerk	CADD Operator	ARC Guam	PROPOSED CHANGE AMOUNT	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE
			$ 147.21	**$ 147.21**	**$ 147.21**	**$ 112.58**	**$ 45.48**	**$ 57.42**	**1.00**		
9	Baza Garden Wetland Testing	$ -							1,437.55	$ 1,437.55	$ 1,437.55
										$ -	$ -
	POST CONSTRUCTION									$ -	$ -
1	Mailing & Expediting	$ -								$ -	$ -
2	Report Reproduction	$ 240.00								$ -	$ 240.00
3	Record Drawing Reproduction	$ 500.00								$ -	$ 500.00
	subtotal	**$ 5,840.00**								**$ 1,437.55**	**$ 7,277.55**
	Grand Total	**$ 214,246.28**								**$ 2,394.41**	**$ 216,640.69**

Enclosure 2: Subconsultant Wetland Investigation Scope and Price Proposal

ARC Environmental Services
P.O. Box 12331 Tamuning, Guam, 96931
(671) 969-6723 (office) (671) 482-6088 (cell)
jsablan@arcguam.com

September 8, 2016

Isagani Z. Dayao
Project Manager
EMPSCO Engineering Consultants
Tel. 671-638-5716

Subject: Price Proposal to Complete a Wetland Investigation - Baza Gardens

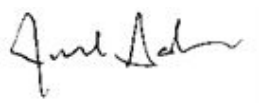
Hafa Adai Isagani,
ARC Environmental Services is pleased to submit this cost proposal to complete a wetland investigation of approximately 100 LF of existing sewer line, between SMHs 4394I and J in Baza Gardens. ARC Environmental Services will perform the following tasks.

Scope of Services (Wetland Investigation)
The following tasks will be accomplished:
1. Perform field activities to identify jurisdictional wetlands in accordance with the 1987 USACE manual and the USACE's Hawaii and the Pacific Islands Interim Regional Supplement
2. Complete USACE Data Forms for two (2) field sampling points to determine if wetlands exist.
3. If no wetlands are found then email notice will be given to the agencies and a letter from the US Corps of Engineers will be requested for the client's file.
4. If wetlands are found, a subsequent proposal will be provided to complete the delineation should the client choose to do so.

Fee Proposal and Payment Schedule
ARC Environmental Services proposes to complete the abovementioned scope of work for a lump sum of **$1,200.00.**

Thank you for the opportunity to provide this proposal. We look forward to hearing from you. If you have any questions, please call me at 482-6088 or you may also reach me by email at jsablan@arcguam.com.

Sincerely,

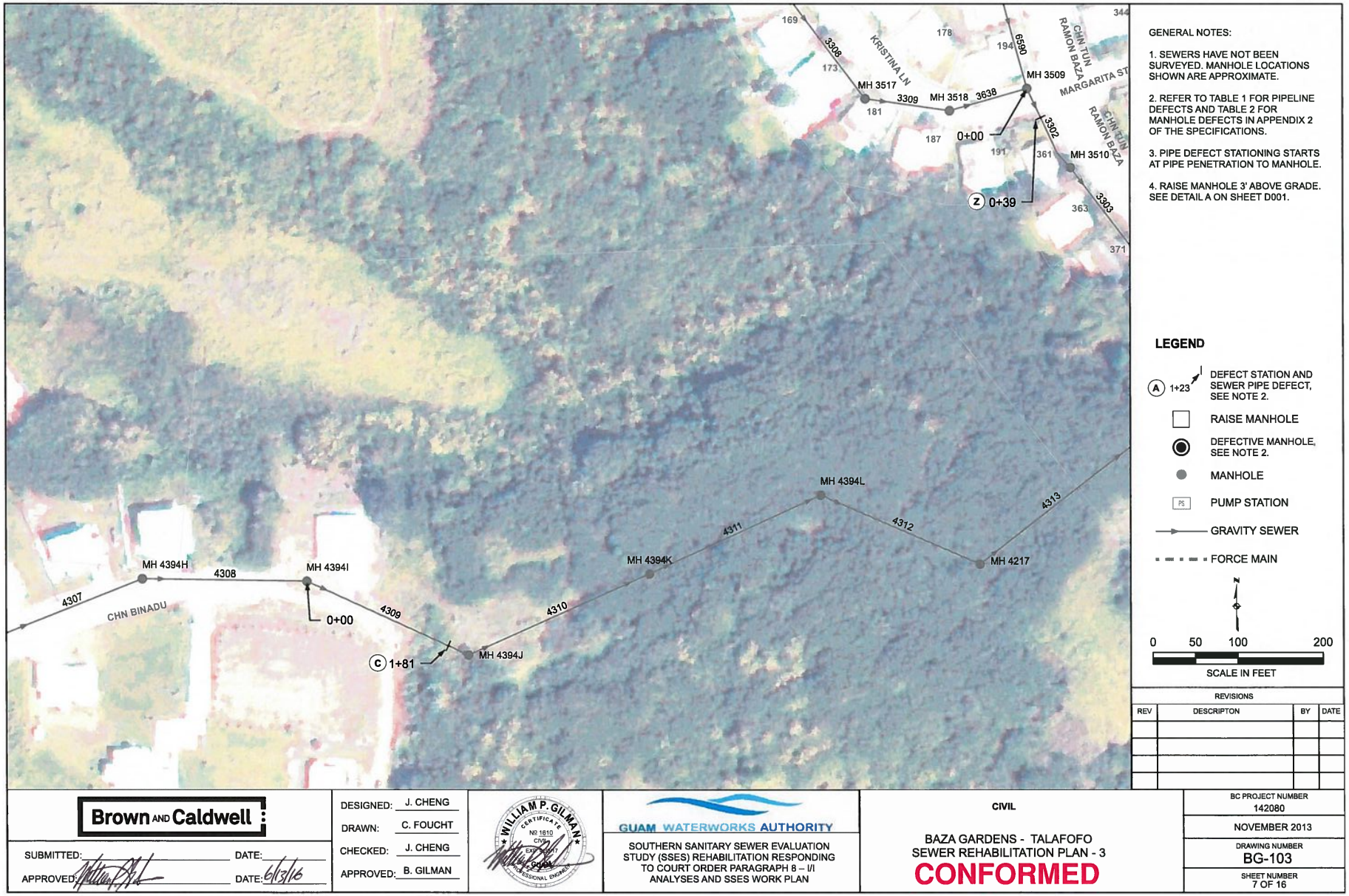


Joel Sablan
ARC Environmental Services Inc.

Accepted by:

_____
Authorized Representative Date

Enclosure 3: Design Drawing BG-103


MH 4394H
4308
MH 4394I
4307
CHN BINADU
0+00
4309
C 1+81
MH 4394J
4310
MH 4394K
4311
MH 4394L
4312
MH 4217
4313
MH 3517
3309
MH 3518
3638
MH 3509
3308
KRISTINA LN
6590
CHN TUN RAMON BAZA
MARGARITA ST
3302
Z 0+39
MH 3510
3303
169
173
178
194
181
187
191
361
363
344
371
GENERAL NOTES:
1. SEWERS HAVE NOT BEEN SURVEYED. MANHOLE LOCATIONS SHOWN ARE APPROXIMATE.
2. REFER TO TABLE 1 FOR PIPELINE DEFECTS AND TABLE 2 FOR MANHOLE DEFECTS IN APPENDIX 2 OF THE SPECIFICATIONS.
3. PIPE DEFECT STATIONING STARTS AT PIPE PENETRATION TO MANHOLE.
4. RAISE MANHOLE 3' ABOVE GRADE. SEE DETAIL A ON SHEET D001.
LEGEND
A 1+23 DEFECT STATION AND SEWER PIPE DEFECT, SEE NOTE 2.
RAISE MANHOLE
DEFECTIVE MANHOLE, SEE NOTE 2.
MANHOLE
PS PUMP STATION
GRAVITY SEWER
FORCE MAIN
0 50 100 200
SCALE IN FEET
REVISIONS
REV DESCRIPTON BY DATE
Brown AND Caldwell
SUBMITTED: DATE:
APPROVED: DATE: 6/13/16
DESIGNED: J. CHENG
DRAWN: C. FOUCHT
CHECKED: J. CHENG
APPROVED: B. GILMAN
WILLIAM P. GILMAN CERTIFICATE NO 1810 CIVIL EXP 6/30/17 PROFESSIONAL ENGINEER
GUAM WATERWORKS AUTHORITY
SOUTHERN SANITARY SEWER EVALUATION STUDY (SSES) REHABILITATION RESPONDING TO COURT ORDER PARAGRAPH 8 – I/I ANALYSES AND SSES WORK PLAN
CIVIL
BAZA GARDENS - TALAFOFO SEWER REHABILITATION PLAN - 3
CONFORMED
BC PROJECT NUMBER 142080
NOVEMBER 2013
DRAWING NUMBER BG-103
SHEET NUMBER 7 OF 16

Enclosure 4: Guam EPA Environmental Review Letter, October 2015

GUAM ENVIRONMENTAL PROTECTION AGENCY
AHENSIAN PRUTEKSION LINA'LA GUAHAN

EDDIE BAZA CALVO
GOVERNOR OF GUAM

RAY TENORIO
LT. GOVERNOR OF GUAM

ERIC M. PALACIOS
ADMINISTRATOR, GUAM EPA, ENERGY OFFICE

P.O. BOX 22439 BARRIGADA, GU 96921

EPA.GUAM.GOV

OCT 06 2015

Mr. Thomas Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
578 North Marine Corps Drive
Tumon, Guam 96931

SSES ph. 2

Subject: Environmental Review for GWA's Proposed Baza Gardens Sewer Systems Evaluation Survey (SSES) Sewer Rehabilitation at Various Locations in Talofofo Village, Guam

Hafa Adai Mr. Cruz,

This is in response to your letter dated July 28, 2015, requesting for an environmental review of the above mentioned projects, pursuant to the National Environmental Policy Act. The project scope involves the rehabilitation/replacement of sewer lines and manholes at various areas in the village of Talofofo. There are thirty (30) sites for manhole and four (4) sites for sewer lines repair/replacement. The project aims to reduce the inflow and infiltration problems of the sewer collection systems in the area and to reduce the wastewater treatment costs. All project areas are located within the public easement and right of ways.

The staffs of Guam Environmental Protection Agency had reviewed the submitted documents and assessed that the proposed project has no major significant impact affecting the environment if done carefully or extra precaution. The following are the review comments and recommendations:

1. The proper Best Management Practice (BMP's) must be installed and implemented prior and during any excavation, to ensure that the groundwater and or surface water nearby will be protected. An Environmental Protection Plan/Erosion Control Plan (EPP/ECP) must be submitted and a Storm Water Protection Plan (SWPP) must be prepared.

2. Demolition debris and construction waste shall be transported and disposed to GEPA permitted facilities.

3. The contractor must provide extra measures during the repair of pipeline in the area of the Chalan Binadu, where areas believed to be or next to a wetland. Coordination with various Gov't of Guam Agencies (i.e. DOA, DPR, DPW) including ACOE and Guam EPA.

4. The repair or replacement of active sewer lines must be supervise by a Guam EPA certified Level II Wastewater Collection operator. Contractor must submit method and procedure for GEPA's approval prior to starting of work.

5. Guam EPA is strictly prohibiting any discharge into an existing stormwater drainage system or to any waters of Guam and unto the roadway, unless it is permitted. A dewatering permit is required prior to start of any dewatering activities.

6. The contractor must secure all necessary permits prior to start of the construction activities.

Should you have any question and or need additional information, please do not hesitate to contact me at 300-4796 or my Water Pollution Control staffs Mr. Ray Calvo and Mr. Edgardo Ibay at 300-4784 and 300-4774 respectively.

Sincerely,

Angel B. Marquez
Acting Chief Engineer

Enclosure 5: Correspondence with U.S. Army Corps of Engineers, Honolulu District, Guam Regulatory Field Office

Erickson Marble

From: Damico, Katy R POH <Katy.R.Damico@usace.army.mil>
Sent: Monday, August 29, 2016 11:51 AM
To: Erickson Marble
Cc: Jun Dayao; Butch Arce; Ferdie Cabuhat; Bill Chang; Kurt Bilz; Ligaya Heramil; Calvo, Ray Guam EPA; Maricar Quezon
Subject: RE: [EXTERNAL] S15-001-EPA Southern SSES Rehabilitation Phase II: Previous Wetland Delineation near Chalan Binadu (drawing BG-103): DA File No. POH-2015-00234 (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Erickson,

I actually found maps (attached) from 1996 that show the manhole area may not be located in wetlands. However, since it has been over 20 years since this map was created and I do not know if the delineation was ever confirmed by the Corps, I would request 1-2 datapoints be prepared in accordance with the current method required by the Corps (per the 1987 Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Hawaii and Pacific Islands Region) to formally document that this area does not contain wetlands and no DA permit will be required.

Respectfully,
-Katy

Katy R. Damico
US Army Corps of Engineers, Honolulu District Guam Regulatory Field Office

☎ (671) 339-2108
☎ (808) 835-4160
(808) 283-0549
✉ Katy.R.Damico@usace.army.mil

-----Original Message-----
From: Erickson Marble [mailto:EMarble@BrwnCald.com]
Sent: Wednesday, August 24, 2016 3:45 PM
To: Damico, Katy R POH <Katy.R.Damico@usace.army.mil>
Cc: Jun Dayao <jun.dayao@empsco.net>; Butch Arce <butch.arce@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>; Bill Chang <bchang@BrwnCald.com>; Kurt Bilz <KBilz@BrwnCald.com>; Ligaya Heramil <lheramil@BrwnCald.com>
Subject: [EXTERNAL] S15-001-EPA Southern SSES Rehabilitation Phase II: Previous Wetland Delineation near Chalan Binadu (drawing BG-103): DA File No. POH-2015-00234 (UNCLASSIFIED)

Hi Katy,

Following up on our meeting today, regarding wetland delineation in the Chalan Binadu area, in Baza Gardens. This is relevant to Point Repair C of the SSES Phase II project (drawing sheet BG-103 attached).

You had mentioned at the meeting that Joe Sablan at Arc Environmental may have already done a wetland delineation in that area.

Would ACOE have that delineation? Or should EMPSCO / BC reach out to Arc Environmental about that?

Also, do you have a list of companies / individuals on Guam possessing the ACOE Wetland Delineator certification?

Thanks again for taking the time to come to the meeting today!

Best,

Erickson Marble, PE
Environmental Engineer
Brown and Caldwell | Hagatna, Guam
EMarble@brwncald.com <mailto:EMarble@brwncald.com> T 671.477.0975 | C 671.685.4747 Professional Registration in Guam

<Blockedhttp://www.brownandcaldwell.com/>

CLASSIFICATION: UNCLASSIFIED

Exhibit C (1 of 4)

ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION
1998 ARMY DRIVE ROUTE 16, 2ND FLOOR EMPSCO , DEDEDO, GUAM 96929 PO BOX 21794 GMF, BARRIGADA, GU 96921
TEL (671) 638-4716/5716 FAX (671) 638-2136
UNIT 2117 Cityland 10 Tower 1,H.V.Dela Costa Street Makati City TEL (632)843-0918

May 12, 2017

Thomas F. Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Via Kurt Bilz, P.E. Project Director
Brown & Caldwell

Subject: **Construction Management Services for Southern SSES Rehabilitation- Phase II (Santa Rita, Baza Gardens &Talofofo)**
Project- GWA Project No. S15-001-EPA
Proposed Change Order No.2 Extended CM Scope for 123-CD time extension, Overtime cost and Wetland Area Survey and Mapping.

Dear Kurt,

We would like to submit herewith our Revised Fee Proposal of **$ 81,455.81** (per attached fee breakdown) to cover the time extension of 123 calendar days from March 30, 2017 to July 31, 2017 reduced from our previous proposal submitted earlier this week:

The extended CM efforts will involve to the following PM & Project Engineer/Inspector tasks:

1) Receive, address and respond to all administrative and technical correspondences on this project.
2) Review and resolve all remaining contractor submittal requirements; summarize and compile for turn over
3) Review, assess and make recommendation for payments on monthly contractor invoices
4) Conduct weekly coordination meetings to follow up and update, resolve all pending and ongoing issues including preparation of agenda and minutes
5) Prepare monthly reports for the extended months.
6) Continue to defend GWA against claims and disputes with the contractor.
7) Follow up and monitor as-built records for the projects
8) Oversee all site activities and, issues to ensure contractors work is safely progressing according to the quality requirements of the contract
9) Process contractor proposed change order claims, issue directives, review proposals, and conduct negotiations to ensure that proposed cost and time estimates are reasonable and complete,
10) Cost includes support from our principals and administrative staff whenever necessary plus vehicles and office consumables.

Exhibit C (2 of 4)

PROJECT: **-001-EPA Southern SSES Rehab. - Phase II (Santa Rita, Baza Gardens &Talofofo)**

Our fee proposals for the following extra efforts remain unchanged based on the actual cost incurred:

1) Overtime site inspections for November 2016 and April 2017. **$2,667.56**
2) Site survey to prepare the map needed to depict wetland area in Baza Gardens as required by the USACOE. **$2,791.35**

If you have any question concerning this change order fee proposal, please let us know.

Thank you for your continued patronage.

Sincerely

Isagani Z Davao Jr., P.E.
Project Manager

Cc: Fee Proposal Breakdowns

Exhibit C (3 of 4)

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
CM Proposed Change No.5 Rev1 CM Additional Cost for Additional 123 CD Time Extension
May 11, 2017

Item	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3-man survey crew	PROPOSED ADDITIVE AMOUNT (PC 5 ONLY)	REVISED CONTRACT AMOUNT incl.CO#1 & PC #2-4)	PROPOSED REVISED CONTRACT AMOUNT incl.CO1 & PC 6	JUSTIFICATION - REASON FOR CHANGE
		$ 147.21	$ 147.21	$ 112.58	$ 95.27	$ 45.48	$ 57.42	$ 1,210.73				
	CONSTRUCTION PHASE											
	Project Controls											
1	Project Correspondences	4.00	77.00		17.00	8.00			$ 13,907.44	$ 20,887.82	$ 34,795.26	
2	Submittals	4.00	28.00		12.00				$ 5,853.96	$ 17,923.74	$ 23,777.70	
3	Payment requests	4.00	16.00		8.00	8.00			$ 4,070.20	$ 8,495.19	$ 12,565.39	
3a	Monthly Reports	4.00	20.00		16.00	12.00			$ 5,603.12	$ 8,383.68	$ 13,986.80	
4	Project Meetings	4.00	51.00		34.00	8.00			$ 11,699.57	$ 17,127.46	$ 28,827.03	
5	Request for Information								$ -	$ 3,896.90	$ 3,896.90	
6	Claims and Disputes	2.00	12.00						$ 2,060.94	$ 1,177.68	$ 3,238.62	
7	Project Records		6.00		2.00				$ 1,073.80	$ 2,387.99	$ 3,461.79	
	subtotal								**$ 44,269.03**	**$ 80,280.46**	**$ 124,549.49**	
									$ -		$ -	
	Construction Inspection								$ -		$ -	
8	Onsite Inspection		17.00		251.00				$ 26,415.34	$ 91,196.78	$ 117,612.12	
9	Acceptance of Work								$ -	$ 883.26	$ 883.26	
10	Stop Work Order								$ -		$ -	
	subtotal								**$ 26,415.34**	**$ 92,080.04**	**$ 118,495.38**	
									$ -		$ -	
	Change Orders								$ -		$ -	
11	Change Order Review		24.00						$ 3,533.04	$ 3,533.04	$ 7,066.08	
12	Design Change		4.00						$ 588.84	$ 2,355.36	$ 2,944.20	
13	DCVR		6.00						$ 883.26	$ 2,355.36	$ 3,238.62	
14	Negotiations		18.00						$ 2,649.78	$ 2,355.36	$ 5,005.14	
15	Change Order Documents		12.00						$ 1,766.52	$ 3,862.96	$ 5,629.48	
	subtotal								**$ 9,421.44**	**$ 14,462.08**	**$ 23,883.52**	
									$ -		$ -	
	Construction Survey								$ -		$ -	
16	Pipeline Alignments								$ -	$ 1,212.40	$ 1,212.40	
17	Elevations								$ -	$ 1,212.40	$ 1,212.40	
	subtotal								**$ -**	**$ 2,424.80**	**$ 2,424.80**	
									$ -		$ -	
	Project Close-out								$ -		$ -	
18	Timely Completion								$ -	$ 2,944.20	$ 2,944.20	

Exhibit C (4 of 4)

Item	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3-man survey crew	PROPOSED ADDITIVE AMOUNT (PC 5 ONLY)	REVISED CONTRACT AMOUNT incl.CO#1 & PC #2-4)	PROPOSED REVISED CONTRACT AMOUNT incl.CO1 & PC 6	JUSTIFICATION - REASON FOR CHANGE
		$ 147.21	$ 147.21	$ 112.58	$ 95.27	$ 45.48	$ 57.42	$ 1,210.73				
19	Punchist Development								$ -	$ 5,230.68	$ 5,230.68	
20	Inspections								$ -	$ 5,230.68	$ 5,230.68	
21	Training & Warranty								$ -	$ -	$ -	
	subtotal								**$ -**	**$ 13,405.56**	**$ 13,405.56**	
JBTOTAL - CONSTRUCTION PHASE									**$ 80,105.81**	**$ 202,652.93**	**$ 282,758.74**	
									$ -		$ -	
	POST CONSTRUCTION								$ -		$ -	
1	Final Report								$ -	$ 2,234.26	$ 2,234.26	
2	Project Records								$ -	$ 2,234.26	$ 2,234.26	
3	Record Drawings								$ -	$ 2,234.26	$ 2,234.26	
	subtotal								**$ -**	**$ 6,702.78**	**$ 6,702.78**	
									$ -		$ -	
	EXPENSE ITEMS								$ -		$ -	
	CONSTRUCTION PHASE								$ -		$ -	
1	Mailing & Expediting								$ -		$ -	
2	Report Reproduction									$ 1,500.00	$ 1,500.00	
3	Drawing Reproduction									$ 400.00	$ 400.00	
4	Photo film dev								$ -	$ -	$ -	
5	Fuel								$ 800.00	$ 1,600.00	$ 2,400.00	
6	Office Supplies								$ 550.00	$ 1,600.00	$ 2,150.00	
7	Digital Cameras								$ -	$ -	$ -	
8	Testing								$ -	$ -	$ -	
9	Baza Garden Wetland Testing									$ 1,437.55	$ 1,437.55	
											$ -	
	POST CONSTRUCTION										$ -	
1	Mailing & Expediting								$ -	$ -	$ -	
2	Report Reproduction									$ 247.43	$ 247.43	
3	Record Drawing Reproduction									$ 500.00	$ 500.00	
	subtotal								**$ 1,350.00**	**$ 7,284.98**	**$ 8,634.98**	
	Grand Total								**$ 81,455.81**	**$ 216,640.69**	**$ 298,096.50**	

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 29–FY2017

RELATIVE TO APPROVAL OF THE BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE PHASE III CONSTRUCTION PROJECT

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA currently has several critical Court Order ("CO") projects including a complete evaluation of the Baza Gardens WWTP to determine what improvements are necessary at the plant to achieve compliance with the WWTP's NDPES permit, as stated in Paragraph 13 of the 2011 Court Order as well as the completion of construction activities that were identified in the approved plan resulting from the evaluation noted above as stated in Paragraph 14 of the 2011 Court Order; and

WHEREAS, the system evaluation report required under Paragraph 13 and completed in April of 2014 by GWA's Program Management Office (PMO), Brown and Caldwell, resulted in a recommendation to GWA and the USEPA that transferring/conveying the Baza Gardens WWTP effluent flow across the Route 17 (Cross Island Road) to a new Agat-Santa Rita WWTP site was the recommended conceptual alternative to which this recommendation was found to be acceptable by all parties; and

WHEREAS, in September of 2015 GWA began the procurement process to find a consulting engineering team to design the wastewater conveyance system and via Resolution No. 06-FY2016, approved by the CCU in October of 2015, GWA management was authorized to enter

into a contract with Duenas Camacho and Associates to design the wastewater conveyance and pumping system which would include new Sewer Pump Station (SPS), gravity mains, force mains and all incidentals and appurtenances to these man components; and

WHEREAS, GWA has determined that to comply with the intent of the Court Order deadline of executing "a construction contract and issue a notice to proceed with construction" by October 31, 2016 the most expedient procurement process was to break the construction activities into phases; and

WHEREAS, GWA started procurement of Phase I construction (IFB-08-ENG-2016) on September 9, 2016 which allowed GWA to issue a contract and notice to proceed on October 25, 2016 to BME & Sons Inc., meeting the intent of Court Order deadline; and

WHEREAS, GWA subsequently started procurement of Phase II construction (IFB-02-ENG-2017) on November 14, 2016 which allowed GWA to issue a contract and notice to proceed on December 19, 2016 to BME & Sons Inc.; and

WHEREAS, GWA has further moved on the third phase of construction by advertising on March 30, 2017 the Invitation For Bid (IFB-05-ENG-2017) for Baza Gardens Wastewater Conveyance and Pumping Phase III Construction project wherein GWA solicited bid proposals from experienced and responsive bidders to construct a sewer pump station, sewer gravity and force mains; and

WHEREAS, this phase of work consists of furnishing all labor, tools, equipment and materials including coordination with GWA Wastewater Operations and Engineering and the Construction Manager to construct all components described in the 100% design drawings and technical specifications which include but are not limited to a sewer pump station with generator and wet well, above ground fuel tank, equalization tanks, 10,481 linear feet of 10" PVC force main, pavement restoration in affected areas, perimeter fencing, SPS retaining walls, as well as a communication conduit for future use by GWA and GPA; and

WHEREAS, IFB packages were picked up by nine (9) interested parties, from which GWA received bid proposal from two (2) of the nine (9) (SEE EXHIBIT A – Abstract of Bids) before the bid proposals deadline of May 5, 2017; and

WHEREAS, GWA's design consultant for the project along with GWA Engineering analyzed the bid proposals received, particularly the lowest bid received and determined that "Sumitomo-Mitsui Construction Company (SMCC)" successfully submitted the lowest bid as a responsive and responsible bidder and met all the bid requirements set forth by GWA (SEE EXHIBIT B – Bid Evaluation); and

WHEREAS, GWA management finds SMCC bid proposal acceptable and now seeks CCU approval of the bid proposal amount of Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety Two Dollars ($15,530,892.00) (SEE EXHIBIT C – Bid Proposal); and

WHEREAS, GWA management further seeks CCU approval of a five percent (5%) contingency to the bid proposal amount or Seven Hundred Seventy Six Thousand Five Hundred Forty Four Dollars and Sixty Cents ($776,544.60) to bring the total authorized funding amount to Sixteen Million Three Hundred Seven Thousand Four Hundred Thirty Six Dollars and Sixty Cents ($16,307,436.60); and

WHEREAS, funding for this project will be from the Bond Funds under the line items CIP WW 11-03 "Baza Gardens STP Replacement", MC-09-01 General Plant Improvement, and Internally Funded CIP (IFCIP); and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve the following:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the terms of the conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
3. The CCU hereby authorizes the management of GWA to accept the bid proposal from "Sumitomo-Mitsui Construction Company (SMCC)" attached hereto as Exhibit C and which is incorporated into this Resolution in its entirety.
4. The CCU hereby further authorizes the management of GWA to enter into a contract with "SMCC" in the amount Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety Two Dollars ($15,530,892.00).
5. The CCU hereby further approves the funding total of Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety-Two Dollars and Zero Cents

($15,530,892.00) plus a five percent (5%) contingency of Seven Hundred Seventy Six Thousand Five Hundred Forty Four Dollars and Sixty Cents ($776,544.60) for a total amount of Sixteen Million Three Hundred Seven Thousand Four Hundred Thirty Six Dollars and Sixty Cents ($16,307,436.60).

6. The CCU hereby further approves funding for this project to be from the Bond Funds under the line items CIP WW 11-03 "Baza Gardens STP Replacement", MC 09-01 General Plant Improvements, and Internally Funded CIP (IFCIP).

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairperson	Secretary

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Issues for Decision

Resolution No. 29-FY2017
Relative to Approval of the Baza Gardens Wastewater Cross Island Pumping and Conveyance Phase III Construction Project

What is the project's objective and is it necessary and urgent?
The objective of the overall intent of the "Baza Gardens Wastewater Cross Island Pumping and Conveyance" project is to convey/pump the wastewater flowing to the Baza Gardens WWTP to the new Agat-Santa Rita WWTP along Route 17 and Route 2. This construction procurement is Phase III of multiple three phases. Phase I and II are currently in construction. Phase III includes, but not limited to, the construction of one sewer pump station located at the Baza Gardens WWTP facility, standby generator and above-ground fuel tank, equalization basins, and 10,481 linear feet of 10" diameter PVC force main. The impetus of this project is the 2011 Court Order requirements under Paragraph 13 but which GWA has established deadlines under Paragraph 14. The urgency for this project is that GWA is working to complete the entire project, including Phase III, by April 30, 2018.

Where is the project located?
Phase III project is located along Route 17, Baza Gardens subdivision and the Baza Gardens WWTP.

How much will it cost?
The bid proposal amount for Phase III is Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety Two Dollars ($15,530,892.00). GWA management is also seeking a five percent (5%) contingency of the bid amount or Seven Hundred Seventy Six Thousand Five Hundred Forty Four Dollars and Sixty Cents ($776,544.60) which would bring the total authorized funding amount to Sixteen Million Three Hundred Seven Thousand Four Hundred Thirty Six Dollars and Sixty Cents ($16,307,436.60).

When will it be completed?
The Phase II construction contract is required to be completed by April 30, 2018.

What is the funding source?
The funding for this project will be from the Bond Funds under the line items CIP WW 11-03 "Baza Gardens STP Replacement", MC 09-01 General Plant Improvements, and Internally Funded CIP (IFCIP).

ORIGINAL

GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Project Name: **BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE - PHASE III**

Bid Opening Date: May 5, 2017
Bid Opening Time: 3:00 pm

Project Number: **S15-008-BND; IFB-05-ENG-2017**

	Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS										BASIC BID
			Bidder Qualification Form	Non-Collusion Affidavit	EEO Certification	Non-Segregated Facilities	Sex Offender Certification	Wage & Benefit Determination	Major Shareholders Affidavit	Special Instructions to Bidders	Addendum 1	Addendum 2	
1.	POLYPHASE SYSTEM INC.												
2.	KORANDO CORPORATION												
3.	SUMITOMO-MITSUI CONST. CO.	Federal Insurance Company 15% of the Bond	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$15,530,892.00
4.	AISI												
5.	CORE TECH INTL. CORP.												
6.	BME & SONS	Fidelity and Deposit Comp't Maryland 15% of Bid	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ 17,370,035.00
7.	PACIFIC RIM CONSTRUCTORS, INC.												
8.	PROPACIFIC BUILDER CORP.												
9.	CHI CONSTRUCTION INC.												
	GWA Estimate												$16,920,966.00

Bids Opened and Read by:
(Name and Signature)
GLORIA P. BENSAN

Tabulated By:
RYLIN CARINO
(Name and Signature)

GWA Procurement Representative:
(Name and Signature)

Witnesses:

EXHIBIT A (1 of 1)

CCU May 23, 2017 Regular Meeting - NEW BUSINESS

255
Doc. No. 34GL-17-0807.*

Exhibit B (1 of 1)

DUEÑAS · CAMACHO

Website: www.dcaguam.com
Email: dca@dcaguam.com

May 9, 2017

Thomas Cruz, PE
Chief Engineer
Guam Waterworks Authority
thomas@guamwaterworks.org
671-300-6036
Hand delivery

Ref: **Baza Gardens Wastewater Cross-Island Pumping and Conveyance System, Phase III**

Subj: **Sumitomo Mitsui Construction Co., LTD. Bid Proposal Review**

Hafa Adai,

Dueñas, Camacho, & Associates, Inc. (DCA) has reviewed the May 5, 2017 Bid Proposal submitted by Sumitomo Mitsui Construction Co., LTD (SMCC) and BME & Sons for the referenced project. These were the only two bidders who responded to the request for bid. The SMCC bid proposal was compared to the engineers estimate and overall the SMCC bid is 4.8% below the engineers estimate. Based on DCA's past and current working experience with SMCC and bid review, DCA has no exceptions with GWA moving forward with contracting Sumitomo Mitsui Construction Co., LTD for this referenced project.

DCA does provide the following recommendation regarding the current status of manpower for construction work on Guam. Before award of this construction contract, it is recommended that GWA receive a construction schedule and narrative that provides detail on how SMCC will execute this project and meet the required court ordered dates given the current manpower shortage and SMCC's ongoing construction activities at the new Agat WWTP. This recommendation will provide GWA insight on the manpower challenges facing Guam and how these challenges may impact ongoing and future construction projects.

Regards,

Kenneth M Rekdahl, PE
Vice-President and Project Manager
Dueñas, Camacho & Associates
671-477-7991
kmrekdahl@dcaguam.com

Recommendation noted – will not be a condition of award as contractor is well aware of contract schedule. Will be a pre-construction submittal requirement.

5.10.17
GEN. MANAGER

Exhibit C (1 of 7)

BID SCHEDULE

Interested Bidders must complete the following Bid Schedules in its entirety. All blanks in each table must be filled out.

BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE SYSTEM - PHASE-III

Bidder will complete the work for the following price(s) as broken down per scope item:

Item	Description	Specification Reference	Est. Qty.	Unit	Total
1	Project mobilization (not to exceed 5% of total basic bid)	010200	1	LS	$658,136.00
2	Temporary facilities	015000	1	LS	$451,233.00
3	Pump station and conveyance system layout	017000	1	LS	$79,864.00
4	Equipment extended warranty	017810	1	LS	$286,063.00
5	Temporary environmental protection	015010	1	LS	$110,848.00
6	Temporary traffic control	010200	1	LS	$261,999.00
7	Site clearing	312230	1	LS	$24,432.00
8	Site grading	310513	1	LS	$133,335.00
9	Underground storage tank removal and disposal	026500	1	LS	$58,583.00
10	Building and site demolition and disposal	017320	1	LS	$182,251.00
11	Asbestos cement removal and pipe disposal (4 tons)	028213.33	1	LS	$29,471.00
12	Site access road and pavement	321723	1	LS	$313,386.00
13	Perimeter fence line and gates	312831	1	LS	$240,201.00
14	Site drainage improvements complete in place	312316	1	LS	$158,783.00
15	Headworks and pump station structure and finishing's complete in place	032000	1	LS	$2,136,264.00

Exhibit C (2 of 7)

16	Parshall flume complete in place	400207	1	LS	$21,938.00
17	Rotary screen complete in place	462133	1	LS	$1,074,438.00
18	Grit removal system complete in place	462363	1	LS	$675,254.00
19	Wastewater pumps complete in place	431311	1	LS	$249,556.00
20	Pump station and headworks mechanical process piping, fittings and flow-meter installed complete in place	400519	1	LS	$101,478.00
21	Surge relief valve and vault complete in place	400562	1	LS	$22,014.00
22	Pump VFDs, controls and level sensor	262923	1	LS	$464,462.00
23	Odor control unit complete in place	443121	1	LS	$96,440.00
24	Site water system complete in place	333113	1	LS	$112,650.00
25	Site process piping complete in place	400519	1	LS	$203,228.00
26	Site wastewater piping complete in place	333113	1	LS	$74,996.00
27	Force-main 1 10,481 of 10 inch PVC pipe	333400	1	LS	$1,581,549.00
28	Force-main 1 road repair	Plan Reference	1	LS	$472,749.00
29	2-4inch PVC communication conduit and hand-hole complete in place	Plan Reference	1	LS	$734,510.00
30	New fiber optic line complete in place	Plan Reference	1	LS	$117,016.00
31	Site electrical inclusive of transformer, light poles, communication and power lines complete in-place	260513	1	LS	$192,659.00
32	New standby generator building structure and finishing's complete in place	032000	1	LS	$396,435.00

Exhibit C (3 of 7)

33	Standby generator installed complete in-place	263213	1	LS	$106,320.00
34	Aboveground fuel tank complete in place	231323	1	LS	$62,119.00
35	Wastewater pump station and headworks start-up and testing	018200	1	LS	$94,136.00
36	Baza Gardens WWTP Facility Demolition	017320	1	LS	$196,718.00
37	Sludge removal and disposal (30 cubic yards)	012000	1	LS	$9,395.00
38	Equalization tank 1 complete in place	032000	1	LS	$143,720.00
39	Equalization tank 2 complete in place	032000	1	LS	$2,690,986.00
40	Project closeout (not less than 3% of total basic bid)	017700	1	LS	$511,267.00
	Total Basic Bid			LS	$15,530,892.00

NOTES:

1. LS = Lump Sum.
2. All other work, description or specification reference not qualified or not listed in the Bid Schedule are considered incidental work and are an obligation of the Contractor under the various Bid Items as specified in the Bid at no additional cost to GWA.
3. Total basic bid shall include sales tax and all applicable taxes and permit fees.
4. The price bid for each item represents the total price for furnishing all materials, equipment, labor, tools and incidentals necessary to complete the work in-place.

BASIS OF SELECTION

Award will be based on the Total Basic Bid, and available funding. In the event that all qualified bids received exceed the available funding, GWA shall deduct, from all qualified bids, the following deductive bid items in any order and selection required to meet the available funds.

Deductive Bid Items listed in no order of preference:

Exhibit C (4 of 7)

Item	Description	Specification Reference	Est. Qty.	Unit	Total
38	Equalization tank 1 complete in place	032000	1	LS	Same as Bid Schedule
39	Equalization tank 2 complete in place	032000	1	LS	Same as Bid Schedule

Exhibit C (5 of 7)

SUMITOMO MITSUI CONSTRUCTION CO.,LTD.
Guam Office : P. O. Box 9670 Tamuning, Guam 96931

May 11, 2017

Mr. Thomas F. Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Project: **IFB-05-ENG-2017**
Baza Gardens Wastewater Cross-Island Pumping and Conveyance System Phase III
GWA Project No.: S15-008-BND

Reference: Your Letter Dated May 10, 2017

Dear Mr. Cruz,

In response to your request, we hereby confirmed that our total bid amount is $15,530,892.00 as submitted. Please see attached page 4 part of the bid schedule showing bid item no. 19 with typographic error. Bid item no. 19 amount should be $249,566.00 and not $249,556.00 as indicated. Also attached is the corrected page 4 part of the bid schedule reflecting the correct amount for bid item no.19 if needed.

Should you have any other questions, please let us know.

Sincerely,

Takeyuki Shiino

General Manager

CC: SMCC file with Attachments

1

Exhibit C (6 of 7)

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6035

May 10, 2017

Sumitomo Mitsui Construction Co., Ltd.
P.O. Box 9670
Tamuning, Guam 96931

Attention: Mr. Takeyuki Shiino
General Manager

Project: IFB-05-ENG-2017
Baza Gardens Wastewater Cross-Island Pumping and Conveyance – Phase III
GWA Project No. S15-008-BND

Hafa Adai Mr. Shiino,

The Guam Waterworks Authority (GWA) has completed the evaluation of bid proposal for the above project to determine if bids are responsive to the invitation.

Apparently, Sumitomo-Mitsui Construction Co., Ltd. submitted the lowest bid amount of $15,530,892.00. However, upon verification of bid proposals GWA obtained the total amount of **$15,530,882.00**. Because of discrepancy in the amount, you are hereby requested to submit a confirmation of bid price statement as soon as possible to avoid delays in awarding the contract.

Sincerely,

THOMAS F. CRUZ, P.E.
Chief Engineer

Exhibit C (7 of 7)

16	Parshall flume complete in place	400207	1	LS	$21,938.00
17	Rotary screen complete in place	462133	1	LS	$1,074,438.00
18	Grit removal system complete in place	462363	1	LS	$675,254.00
19	Wastewater pumps complete in place	431311	1	LS	$249,556.00
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31	Site electrical inclusive of transformer, light poles, communication and power lines complete in-place	260513	1	LS	$192,659.00
32	New standby generator building structure and finishing's complete in place	032000	1	LS	$396,435.00

$249,566.00

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO 30-FY2017

RELATIVE TO APPROVING THE GUAM WATERWORKS AUTHORITY ANNUAL FY 2017 TRUE-UP AND FISCAL YEAR 2018 BUDGET

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA Management has formulated and thoroughly reviewed the Fiscal Year 2017 projected year end results in conjunction with the development of Management's proposed Fiscal Year 2018 (FY2018) Budget and does hereby submit said budget to the CCU for their approval; and

WHEREAS, FY2018 is the fifth (5th) and final year of GWA's Five (5) Year FY2014-FY2018 Rate Plan approved by the CCU and the Guam Public Utilities Commission (PUC) in 2013; and

WHEREAS, the Five (5) Year Rate Plan (Rate Plan) consists of annual rate increases in the aggregate of 57% during the Rate Plan period with a 4% increase for basic, and non-lifeline rates in Fiscal Year 2018 ; and

WHEREAS, rate increases (during the Rate Plan period) are subject to an annual true-up to determine the sufficiency and reasonableness of the increase for the year under consideration; and

WHEREAS, rate increases are necessary to maintain financial stability and meet obligatory requirements such as bond debt covenants; and

WHEREAS, the rate **i**ncrease is anticipated to generate an additional $6 million in FY2018 which is necessary as a result of debt service increasing by $5 million in FY2018; and

WHEREAS, the impact of the proposed rate increase on a typical residential customer is in the range of $1-$2 a month or 2% for an average residential customer consuming between 5k-7k gallons of water per month; meanwhile non-residential customers such as hotel and retail consumers will likely see the full 4% increase as reflected on Exhibit A attached herein; and

WHEREAS, the foremost and principal cost driver for this year's true-up filing is GWA's obligatory requirement for protecting public health and environment; and improving service levels; and

WHEREAS, complying with these mandates significantly impacts the burden on ratepayers such as multiple years of rate increases and GWA's financial resources and stability such as the need to issue System Revenue Bonds to pay for significant capital investments required by the 2011 Federal Court Order (CO) and to pay for a stepped-up operation, maintenance and repair program for GWA's infrastructure; and

WHEREAS, after careful analysis of recent and new developments since the preceding annual true-up filing, including financial policies adopted and approved by the CCU and taken into account in the development of the Rate Plan, rate covenants and known and measurable changes in costs and conditions since the approval of the Rate Plan, the FY 2018 budget projection recommended by Management for approval by the CCU proposes a rate increase of 4% for basic, and non-lifeline rates across all rate structures and customer classes, and a 3.75% increase for the legislative surcharge; and

WHEREAS, operating revenues are projected to reach $112 million in FY2018 derived from approximately $69 million in water sales, $39 million in wastewater; $3 million from the legislative surcharge; $700 thousand in Other revenues and $553 thousand in System Development Charges; and

WHEREAS, operating costs are earmarked at $24 million in salaries and benefits; $12 million in electrical costs; $8 million in water purchases; $12 million in administrative and general expenses; $4 million in contractual expenses; $265 thousand for regulatory costs; $685 thousand in bad debts; $18 million in depreciation and $3 million in retiree supplemental annuities and health care for a combined Fiscal Year 2018 total of $84 million; and

WHEREAS, the budget, as recommended, allows GWA a staff level of 395 full time employees (FTE) to meet O&M activities ; and

WHEREAS, the True-up and FY2018 Budget represents Management's best estimates of resources necessary to carry out its strategic objectives consonant with the Authority's mission; and

WHEREAS, it is the General Manager's desire to be granted budget transfer authority to modify or adjust budget amounts among and between budget expense categories in the event of changed conditions unanticipated in the FY2018 Budget request; and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the items listed herein:

Section 1. The foregoing recitals hereby constitute the findings of the CCU.

Section 2. The CCU affirms management's recommended rate increase of 4% for basic, and non-lifeline rates across all rate structures and customer classes, and a 3.75% increase for the legislative surcharge (Exhibit A).

Section 3. The Fiscal Year 2018 Proposed Budget of $112 million and $84 million of operating revenues and expenses, respectively, in addition to other cash flow requirements such as debt service, bond reserves, working capital and conforming to the rate covenants for the bond indenture (1.25) and PUC (1.75) are just and reasonable.

Section 4. The General Manager is authorized a staff level not to exceed 395 Full- time employees for FY2018.

Section 5. The General Manager is authorized to transfer funds up to 10% between and among O&M Budget expenses as necessary to meet the mission of GWA. Any transfer(s) greater than 10% requires CCU approval.

RESOLVED that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2016.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairperson	Secretary

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities, as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building| 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Issues for Decision

Resolution No. 30- FY2017
Relative to Approving the Guam Waterworks Authority Fiscal Year 2018 Budget

What is the project's objective and is it necessary and urgent?
The purpose is to approve GWA's 2017 True-Up and Fiscal Year 2018 Budget. This document must be submitted to the Public Utilities Commission by June 1, 2017 as required by the GWA's Five (5) Year Rate Plan approved by the CCU and PUC in 2013.

How much will it cost?
The Fiscal Year 2018 Budget requests a 4% increase for basic and non-lifeline rates across all customer classes (as originally earmarked in the Rate Plan) and a 3.75% increases for the legislative surcharge.

FY 2018 water, wastewater and other sources of revenues and O&M expenses are estimated at approximately $112 million and $84 million respectively.

When will it be completed?
Upon submission in June, the PUC will conduct its review over the summer and normally provides approval by August or September 2017.

What is the funding source?
Revenue funded

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

RESIDENTIAL
Assumptions:
Residential - R1 Customer
5000 gals

		Current FY 2017		Proposed FY2018
Water				
Basic Charge	$	21.69	$	22.56
Water Consumption:				
Lifeline		15.05		15.05
Non-Lifeline				
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		0.80		0.85
Sub-Total Water	$	37.54	$	38.45
Sewer Charge (Fixed)	$	27.54	$	27.54
Surcharge:				
PUC				
Legislative Surcharge (retirement)				
Sub-Total Wastewater	$	27.54	$	27.54
TOTAL BILL	$	65.08	$	65.99
Increase Bill ($)			$	0.91

GUAM WATERWORKS AUTHORITY
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EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

RESIDENTIAL
Assumptions:
Residential - R1 Customer
7500 gals

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 21.69	$ 22.56
Water Consumption:		
Lifeline	15.05	15.05
Non-Lifeline	25.80	26.83
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	1.76	1.85
Sub-Total Water	$ 64.30	$ 66.29
Sewer Charge (Fixed)	$ 27.54	$ 27.54
Surcharge:		
PUC		
Legislative Surcharge (retirement)		
Sub-Total Wastewater	$ 27.54	$ 27.54
TOTAL BILL	$ 91.84	$ 93.83
Increase Bill ($)		$ 1.99

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EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

COMMERCIAL I _ACCOUNT
Assumptions:
Commercial I -C1 Customer - Grocery Store
35,910 gal per month -current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 21.69	$ 22.56
Water Consumption:		
Lifeline		
Non-Lifeline	461.08	479.53
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	17.86	18.83
Sub-Total Water	$ 500.64	$ 520.91
Sewer Charge	$ 203.39	$ 211.53
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	7.53	7.93
Sub-Total Wastewater	$ 210.92	$ 219.46
TOTAL BILL	$ 711.56	$ 740.38
Increase Bill ($)		$ 28.82

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EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

HOTEL ACCOUNT
Assumptions:
Hotel - HA Customer
6,500,000 gal per month - current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 343.27	$ 357.00
Water Consumption:		
Lifeline		
Non-Lifeline	83,460.00	86,798.40
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	3,100.72	3,268.33
Sub-Total Water	$ 86,903.99	$ 90,423.73
Sewer Charge	$ 89,648.00	$ 93,233.92
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	3,316.98	3,496.27
Sub-Total Wastewater	$ 92,964.98	$ 96,730.19
TOTAL BILL	$ 179,868.97	$ 187,153.92
Increase Bill ($)		$ 7,284.95

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EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

GOVERNMENT - G6 ACCOUNT
Assumptions:
Government - G6 Customer-High School
73,000 gal per month - current

		Current FY 2017		Proposed FY2018
Water				
Basic Charge	$	126.47	$	131.53
Water Consumption:				
Lifeline				
Non-Lifeline		937.32		974.81
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		39.36		41.49
Sub-Total Water	$	1,103.15	$	1,147.83
Sewer Charge	$	591.01	$	614.65
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		21.87		23.05
Sub-Total Wastewater	$	612.88	$	637.70
TOTAL BILL	$	1,716.03	$	1,785.53
Increase Bill ($)			$	69.50

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SUMMARY

This filing serves to address and document the annual true-up requirement relative to the Guam Public Utilities Commission October 29, 2013, (PUC) Rate Order (Order), GWA Docket 13-01, wherein GWA's Five (5) Year FY2014 – FY2018 Rate Plan (Rate Plan) was adopted.

This is the fifth (5th) and final of a series of annual true-up requirements pursuant to the Rate Order to comply with filing requirements intended to re-examine on an annual basis actual results against projections (true-up) prior to implementing any rate increase contained in the approved FY2014 – FY2018 Five (5) Year Rate Plan. This filing addresses true-up requirements relative to a 4% rate increase approved for FY2018 in the Rate Plan.

The mandates of the 2011 Federal Court Order remain a standing priority for GWA, as does strengthening daily operations which is a continuous improvement process. Funds from the FY 2018 budget will push this process forward, particularly in the areas of improving our core functions and asset management. Many of the Court Order functions involve ongoing operational elements, such as source control programs (e.g. Fats, Oil & Grease or FOG), CCTV sewer line assessment and maintenance, and asset management (e.g. preventive maintenance and a computerized maintenance system, or CMMS). GWA has been developing these programs to improve operations, prevent overflows and spills, and improve our ability to maintain, replace and extend the life of GWA's infrastructure.

As we shift the emphasis in operations from reactive to proactive, the resources we expend will shift from capitalized replacements resulting from asset failure, to revenue-funded parts, inventory materials, supplies and labor for maintenance to keep existing assets running. Better managed resources will keep a constant supply of clean water, shorten response times for issues and service calls, and result in better decision making regarding repair versus replacement of aged equipment.

In 2017 GWA implemented a new CMMS for asset management and initiated a method to (1) assess and grade the physical condition of each asset, (2) track and monitor the material and labor resources expended for preventive and corrective maintenance, (3) manage inventory needed for defined maintenance activities, and (4) prioritize work schedules associated with assets using a "consequence matrix." With this new approach, GWA will accomplish faster, efficient system repairs, refined problem identification, increase readily available materials and equipment, and improved workmanship, all of which will translate to an improved customer experience and minimize complaints of low to no water pressure, sewer overflows or delays in service installations. This also supports efforts to refine GWA's core functions and reinforce critical support duties.

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As in previous annual filings, unarguably and foremost the principal drivers of this filing are the obligatory requirement for protecting the public health and environment and improving service levels. GWA's actions are a direct result of this mandate, i.e., the issuance of System Revenue Bonds to help pay for the significant capital investments required by a 2011 Federal Court Order (CO) and a stepped-up operation, maintenance and repair program for GWA's public water and wastewater systems, all which significantly impact GWA's financial resources and stability.

Some of these impacts include increased debt service to address the financing of its capital program, increased O&M costs to stay in compliance with the SDWA and CWA, prescriptive rate covenants, financial policies to help reduce financing costs and funding reserves for perhaps the most important, keeping rates affordable.

In developing GWA's rate case for this filing and summing up its findings to determine revenue sufficiency and whether some level of rate relief is warranted in FY2018, GWA took into account: (1) the latest available financial data; (2) recent and new developments since the preceding annual true-up filing; (3) financial policies; (4) a forecast of FY2017's year end results; (5) FY2018 revenue requirements; (6) known and measurable changes in costs and conditions and lastly; (7) rate covenants.

In conclusion, and after careful analysis of the above factors, management determines and recommends an overall four percent (4%) rate increase, excluding lifeline rates, across all rate structure and customer class as found in GWA's approved tariff. GWA has not met the conditions set forth in 12GCA §12004 to adjust lifeline rates.

Management's recommendation includes an increase in the legislative surcharge to 3.75% in FY2018 from the current level of 3.70%. This complies with Public Laws 27-106 and 30-101 relative to GWA underwriting the costs of retiree health care benefits and annuities.

Finally, the recommendation proposes an effective date of October 1, 2017 and for the new rates to remain in effect unless otherwise adjusted at the request of GWA.

Key indicators leading to a rate increase in FY2018 include among others: (1) to address compliance activities and deliverables required by the 2011 Federal Court Order; (2) improving service quality and service levels; (3) increased debt service obligations in connection with GWA's long term debt and lastly; (4) conforming to rate covenants.

Table I below, illustrates the degree of the proposed increase relative to rate increases approved in prior years, and is alike to the projected rate increase estimated in the Five Year Rate Plan for FY 2014-FY2018 filed with the PUC in 2013.

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TABLE I

RATES - % INCREASE	FY 2016 (APPROVED)	FY 2017 (APPROVED)	FY2018 (REQUESTED)
Basic & Non-Lifeline	16.50%	3.50%	4.00%
Lifeline	0.00%	3.50%	0.00%
Legislature Surcharge	3.25%	3.70%	3.75%

Assuming the proposed rate increase is approved, Table II on the following page outlines GWA's overall financial strategy for Fiscal Year 2018. The context of this report further highlights specific areas of this plan.

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TABLE II

	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)	FY 2018 (PROJECTED)
Basic & Non-Lifeline Increase	16.50%	3.50%	4.00%
Lifeline Increase	0.00%	3.50%	0.00%
Legislative Surcharge	0.00%	0.00%	0.00%
OPERATING REVENES	3.25%	3.70%	3.75%
Water	$64,339,714	$64,227,175	$68,917,921
Wastewater	37,228,780	37,347,250	38,739,088
Legislative Surcharge	2,898,325	3,289,575	3,502,752
Other Revenues	519,898	691,656	691,656
System Development Charge	1,428,332	553,630	553,630
Total Operating Revenues	$106,415,049	$106,109,286	$112,405,047
O & M EXPENSES			
Power Purchases	$11,225,884	$12,447,022	$12,695,963
Water Purchases	6,374,035	7,574,682	8,653,358
Salaries and Benefits	18,486,407	19,940,696	24,015,371
Administrative and General Expenses	8,248,711	9,834,195	11,916,710
Regulatory Expenses	325,252	352,677	265,036
Bad Debt Expense	1,034,310	775,706	685,231
Depreciation Expense	15,348,101	16,698,096	18,338,096
Contractual Expense	4,117,122	4,285,303	4,478,895
Retireee Supplemental Annuities/Health Care Costs	3,348,262	3,413,595	3,474,100
Total Operating Expenses	$68,508,084	$75,321,972	$84,522,760
Earnings(Loss) from Operations	$37,906,965	$30,787,314	$27,882,287
Other (Expenses) Revenue			
Interest Income-Bond 2010,2013,2014 Refunding & 2016	$24,991	$188,719	$188,719
Interest Income - Other Funds	15,378	35,217	35,217
Interest Income - SDC	22,746	28,971	28,971
Interest Expense - Bonds 2010,2013,2014 Refunding & 2016	(23,932,501)	(26,687,801)	(31,507,047)
Interest Expense - BOG	(709,146)	(553,489)	(399,458)
Prior Year Adjustment	(616,767)	(644,964)	-
Grant Funded Expenditures	(1,058,262)	(615,986)	(615,986)
AFUDC	13,708,441	7,500,000	7,500,000
Amortization of Discount, Premium & Issuance Costs	(1,929,740)	(742,330)	(742,330)
Grants & Other contributions	5,488,863	10,477,298	10,477,298
Loss on Defeasance Bond05 Refunding	(233,796)	(182,621)	(182,621)
Deferred Outflows from pension	(89,420)	(1,263,367)	(1,263,367)
Loss on Asset Disposal/Invty writedown	(49,796)	-	-
NET INCOME (LOSS)	$28,547,956	$18,326,961	$11,401,683

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TABLE II - Continued

	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)	FY 2018 (PROJECTED)
CASH FLOW STATEMENT - CONTINUED			
INCREASE (DECREASE) in Capital	$28,547,956	$18,326,959	$11,401,684
BOND DEBT SERVICE			
Principal	$4,910,000	$5,040,000	$5,200,000
Interest	17,315,393	19,522,301	24,760,826
Total	$ 22,225,393	$ 24,562,301	$ 29,960,826
DEBT SERVICE COVERAGE CALCULATION - Section 6.12			
Earnings (Loss) from Operations	$ 37,906,965	$ 30,787,311	$ 27,882,288
Investment Income-Other Funds & Recoveries	15,378	35,217	35,217
Supplemental Annuities/COLA	584,000	594,000	594,000
System Development Charge	(1,428,332)	(553,630)	(553,630)
Depreciation	15,348,101	16,698,096	18,338,096
Balance Available for Debt Service - Section 6.12	$ 52,426,112	$ 47,560,994	$ 46,295,971
Debt Service Coverage (1.25X) - Section 6.12	2.36	1.94	1.55
DEBT SERVICE COVERAGE CALCULATION - PUC			
Balance Available for Debt Service	$ 52,426,112	$ 47,560,995	$ 46,295,971
Transfer - Reserve for O & M Reserve	0	0	(3,200,000)
Transfer - Reserve for Debt Service	(0)	(0)	(1,800,000)
Available for Debt Service -Reserves For Debt Service	11,185,610	11,187,181	11,187,181
Balance Available for Debt Service - PUC	$ 63,611,722	$ 58,748,175	$ 52,483,151
Debt Service Coverage (1.75X) - PUC	2.86	2.39	1.75
CASH FLOW STATEMENT			
Net Income (Loss)	$ 28,547,956	$ 18,326,959	$ 11,401,684
Depreciation & Amortization	17,277,841	17,440,426	19,080,426
AFUDC	(13,708,441)	(7,500,000)	(7,500,000)
Principal Payments - Bonds	(4,910,000)	(5,040,000)	(5,200,000)
Working Capital Change (Increase)Decrease	3,074,771	(3,403,167)	(1,905,018)
Principal Payments- BOG ST-$30M	(2,717,819)	(2,863,988)	(3,018,019)
Deposit to Debt Service Reserve	(7,582,725)	0	(6,405,162)
Deposit to Capitalized Interest Reserve	(11,464,800)	0	(9,949,500)
Gross Bond Proceeds	161,534,842	0	90,450,000

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TABLE II - Continued

	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)	FY 2018 (PROJECTED)
CASH FLOW STATEMENT - CONTINUED			
Cost of Issuance	(2,467,854)	0	(1,809,000)
Deposit to Bond Construction Fund	(140,019,463)	0	(72,286,338)
Revenue Funded CAPEX	(5,183,711)	(4,249,714)	0
Transfer to Trust	(8,778,223)	0	0
System Development Charge	(1,428,332)	(553,630)	(553,630)
Loss on Defeasance Bond05 Refunding & Amort	2,163,536	182,621	182,621
Deferred outflows from pension	89,420	1,263,367	1,263,367
Prior Year Adjustment & Loss on Asset Disposal	666,563	(644,964)	0
Working Capital Reserve for CAPEX	(5,810,383)	(5,404,323)	(11,000,000)
Working Capital Reserve for O & M	(2,300,319)	(8,954,687)	(3,200,000)
Working Capital Reserve for Debt Service	(6,600,610)	0	(1,800,000)
Grant Funded Expenditures	1,058,262	615,986	615,986
Grants	(5,488,863)	(10,477,298)	(10,477,298)
Transfer from Capitalized Interest Fund	4,860,751	7,165,500	6,746,221
Cash Surplus (Deficit)	$4,272,311	($4,096,911)	($5,363,660)
Beginning Balance	5,504,949	9,777,260	5,680,349
Ending Cash Balance	$9,777,260	$5,680,349	$316,689

Table III illustrates the impact of the rate increase for the average typical resident, small grocery store, school and hotel customer's monthly water and wastewater bill. A residential customer will see a $1-$2 increase assuming their consumption is between 5K- 7K gallons of water per month or about 2% more on their current monthly bill. On the other hand, non-residential customers such as a hotel and retail customer will feel the full brunt of the 4% increase.

TABLE III

COMPARATIVE MONTHLY BILL - COMBINED CURRENT VS PROPOSED	RESIDENTIAL	RESIDENTIAL	GROCERY STORE	HIGH SCHOOL	HOTEL
Consumption - Monthly (kgals)	5,000	7,500	36,000	73,000	6,500,000
Current Monthly Bill ($), apprx.	$65	$92	$712	$1,716	$180,000
Monthly Bill ($) under proposed rate	$66	$94	$740	$1,785	$187,000
Change in					
$	$1	$2	$28	$69	$7,000
%	2%	2%	4%	4%	4%

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REVENUES

Revenues are forecast to grow from $106 million to $112 million or 6% in FY2018. For purposes of developing the revenue forecast, FY2017 was utilized as the test period. Historical data and various assumptions were used in arriving at the projections. Taken into account include among others, consumption data, growth pattern by customer class, consumption by meter sizes and consumption within selected ranges i.e. less than or greater than 5Kgal per month. The data was further examined for abnormalities and adjusted where warranted to normalize the data.

Table IV illustrates that the proposed 4% rate increase will add approximately $6 million in water and wastewater revenues compared to Fiscal 2017's[1] annualized level. The change is attributable solely to the rate increase as no organic growth in customer base, consumption (kgal) and amount of water sold to customers is anticipated in FY2018.

As noted earlier, a recommendation is proposed to increase the legislative surcharge in FY2018. Projected surcharge revenues will increase slightly as a result of how the surcharge is derived, which is a percentile of water and wastewater sales. Given both sources are programmed to increase under this filing, as expected; an increase in the surcharge will also be realized.

System Development Charges (SDC) are typically generated from building permits processed by GWA, however estimating revenue collections has become increasingly erratic with the implementation of Public Law 32-075 which allows for SDC payments to be deferred until the approval of occupancy. Hence, for purposes of this filing, SDCs are assumed to remain unchanged from annualized amounts for FY2017.

Operating revenues in FY 2018 are projected to reach $112 million derived from approximately $69 million in water sales, $39 million in wastewater, $3 million from the legislative surcharge, $700 thousand in Other Revenues and $553 thousand in System Development Charges.

[1] Annualized amount based on five (5) months of actual

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TABLE IV

REVENUES COMPARATIVE	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)[1]	FY 2018 PROJECTED
Category			
Water	$64,339,714	$64,227,175	$68,917,921
Wastewater	37,228,780	37,347,250	38,739,088
Legislative Surcharge	2,898,325	3,289,575	3,502,752
Other	519,898	691,656	691,656
System Development Charge	1,428,332	553,630	553,630
Total	$106,415,049	$106,109,286	$112,405,047

Table V and VI illustrate demand data for water and wastewater in terms of gallons. A relatively stable demand is projected for FY2018 based on prior year data. Consumption will remain relatively flat as GWA does not foresee any additional customers or a significant change in consumption pattern for FY2018.

The decline in annualized 2017 projected water demand is attributable to a lag in the replacement of certain problematic meter registers. The manufacturer is replacing these meters at no cost and this setback will be addressed before the close of the fiscal year end. GWA will fully recover from it at the start of FY2018. To mitigate losses moving forward, GWA refined its business processes to immediately recognize and replace failing meters.

TABLE V

WATER DEMAND (KGAL) COMPARATIVE	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)	FY 2018 (PROJECTED)
Class Type			
Residential	3,429,688	3,251,611	3,377,294
Commercial	1,022,889	921,746	1,061,665
Federal	1,179	2,359	2,367
Government	475,365	455,901	462,069
Hotel	1,008,086	1,027,885	1,029,269
Golf	6,770	5,956	6,083
Agriculture	78,628	49,442	54,109
Irrigation	11,351	9,197	10,146
Total	6,033,956	5,724,097	6,003,002

TABLE VI

WASTEWATER DISCHARGE (KGAL) COMPARATIVE	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)	FY 2018 (PROJECTED)
Class Type			
Residential	2,008,350	1,894,327	1,944,043
Commercial I	478,280	458,835	466,989
Commercial II & Hotels	758,600	746,274	751,256
Commercial III	155,234	149,955	152,951
Federal	614,008	552,044	552,044
Government	326,154	321,280	324,267
Total	4,340,626	4,122,715	4,191,550

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REVENUE REQUIREMENT – Operations and Maintenance

FY2017 served as the test year for purposes of projecting revenue requirements. Operation and Maintenance (O&M) costs, net of depreciation expense, are projected to increase at a relatively modest rate adjusted only for inflation or where reasonable information exist for known changes such as the additional chemical requirements for the New Agat/Santa Rita wastewater treatment plant (WWTP) which was recently put into service in March 2017. This modest growth hinges on the assumption that any additional O&M costs from new facilities will be proportionately reduced by lower maintenance and energy costs resulting from GWA's efforts in asset management in FY2018.

To maintain the balance of ongoing activities like leak repairs, line replacements, pump station redundancy, repairs to manholes, and valves, and develop efforts in asset management, cyber security and job-specific training and development for employees, GWA projects a revenue requirement in the amount of $66 million (net of depreciation) to cover costs: $24 million in salaries and benefits; $12 million in power expenses; $8 million in water purchases; $12 million in administrative and general expenses; $4 million in contractual expenses; $265 thousand in regulatory; $685 thousand in bad debts; and $3 million in retiree supplemental annuities and health care benefits and other expenses.

Expenses are projected to grow from $58 million in FY2017 to approximately $66 million in FY2018. Table VII illustrates the allocation of this $7.5 million increase in expenses. Cost components estimated at higher levels this year reflected in Salaries & Benefits and Administrative & General, are intended among others, to provide critical support for the successful implementation of the asset management program.

TABLE VII

	FY 2016 (AUDITED)	FY2017 (ANNUALIZED)	FY 2018 (PROJECTED)
OPERATIONS & MAINTENANCE COSTS			
Excluding Depreciation			
Water Purchases	$6,374,035	$7,574,682	$8,653,358
Power	11,225,884	12,447,022	12,695,963
Salaries & Benefits	18,486,407	19,940,696	24,015,371
Administrative & General	8,248,711	9,834,195	11,916,710
Regulatory	325,252	352,677	265,035
Bad Debts Provision	1,034,310	775,706	685,231
Contractual Expense	4,117,122	4,285,303	4,478,895
Supplemental Annuities	3,348,262	3,413,595	3,474,100
Total	$53,159,983	$58,623,876	$66,184,663

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Recruiting and maintaining a skilled workforce to replace the loss of employees through normal attrition is an ongoing exercise to fully staff core functions of GWA. Personnel salaries and benefits make-up $4 million of the total increase to fully fund 395 full-time employees, including the pay out of annual pay for performance (PFP) and customary employee benefits such as retirement and medical. A significant portion of this increase funds a full year of salaries and benefits for 59 new positions authorized in FY2017. Upon approval of the FY 2017 budget, it was known that new positions were partially funded based on staggered recruitment. This filing, for the FY 2018 budget, assumes all positons authorized last year will be filled at the start of the fiscal year and no new positions are requested.

More than half of the positions identified for recruitment will staff operations and support work schedules driven by asset management such as Water Plant operators, Water Sewer Maintenance Workers etc. Table X lists all the positions, filled and vacant, for FY 2018.

Complementing planned staff levels, are administrative & general expenses that account for $2 million of the increase. This increase will primarily pay for chemicals, sludge handling, materials and supplies and training.

Chemical and sludge costs will increase significantly from current levels reflecting stricter U.S. EPA effluent requirements and the activation of the Agat/Santa Rita WWTP. GWA's new approach to asset management will improve the procurement of materials and supplies with clearly defined re-order points and safety stock levels based on corrective and preventive maintenance schedules. In addition to employee recruitment, GWA's training budget will double this year to reinforce its pool of skilled workers by expanding employee development, primarily in operations, with tailored job-specific training and required safety courses for both new and existing employees.

In addition, measures are also underway to strengthen the security of GWA's assets in view of increasing global tension, cyber threats and threats of terrorism. GWA will be adopting and conducting mandatory training for all employees on the Institute of Standards and Technology Framework for Cyber Security. These are national standards currently used by other municipal governments and utilities. In conjunction with these new standards, GWA's implementation schedules to "harden" systems and network infrastructure are ongoing. Combined, the confidentiality and integrity of system data is protected while allowing access to all necessary users.

Physical security of GWA's facilities are likewise being safeguarded with planned renovations and repairs to upgrade fences, facility doors, locks, windows and other security improvements at specific well sites, pump stations and treatment plants.

Navy (FENA) water purchase costs are forecasted to add $1 million increase to the FY 2018 budget. This increase is predicated on the premise that every year supplier's tariff has

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consistently been raised. While GWA continues to minimize dependence on the Navy water system, the price per kgal has increased by 83% in the past 4 years from a low of $5.41 per kgal in 2014 upwards to the current $9.90 per kgal. Another 15% increase to $11.34 per kgal is anticipated in FY 2018.

Power costs will increase slightly from $12.4 million annually to $12.6 million by 2018. Power costs are primarily driven by water production and pumping activities. These factors along with the rising fuel costs are for the most part the underlying assumptions that costs will increase. KWH is assumed to be flat for projection purposes in FY2018.

Table VIII illustrates the difference between the approved and actual spending levels for FY 2017 and projected FY 2018 spending. When lower sales and revenue were recognized as a result of a lag in meter replacement, GWA adjusted its rate of spending to ensure adequate cash flow and preserve debt service coverage. GWA will resume normal activity in FY 2018 and expects to fully execute its budgetary outlay.

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TABLE VIII

O&M SCHEDULE	FY2017 (APPROVED)	FY2017 (ANNUALIZED)	FY 2018 (PROJECTED)
SALARIES & BENEFITS	$22,698,007	$19,940,696	$24,015,371
WATER	8,116,687	7,574,682	8,653,358
POWER	12,741,648	12,447,022	12,695,963
ADMINISTRATIVE & GENERAL			
SLUDGE REMOVAL	2,092,736	1,951,146	2,094,168
CHEMICALS	2,462,664	2,205,658	2,459,962
MATERIALS & SUPPLIES	2,592,847	2,328,316	3,334,797
TRANSPORTATION EXPENSE	857,030	533,392	628,445
TELEPHONE & COMMUNICATION	169,822	165,692	194,183
CLAIMS	39,406	132,816	133,200
INSURANCE	1,623,740	1,212,497	1,257,079
TRAINING & TRAVEL	66,838	129,878	261,770
ADVERTISING	84,534	128,014	166,921
MISCELLANEOUS	1,235,559	1,046,788	1,386,185
TOTAL - A&G	11,225,175	9,834,195	11,916,710
REGULATORY	261,486	352,677	265,036
BAD DEBT	750,000	775,706	685,231
DEPRECIATION	18,354,600	16,698,096	18,338,096
CONTRACTUAL EXPENSE			
AUDIT & COMPUTER MAINT	943,564	1,229,693	943,564
LEGAL	5,265	9,764	50,000
LAB	121,035	93,175	777,019
OTHER	1,515,501	1,772,134	1,564,357
BUILDING RENTAL	460,412	463,247	455,460
EQUIPMENT RENTAL	507,237	717,290	688,495
TOTAL - CONTRACTUAL	3,553,015	4,285,303	4,478,895
RETIREE ANNUITIES & BENEFITS	3,451,160	3,413,595	3,474,100
TOTAL OPERATIONS & MAINTENANCE	**$81,151,778**	**$75,321,973**	**$84,522,759**

The FY2018 projections include approximately $14 million of capital projects funded from base rates. The decision to fund projects by debt or cash is a policy driven by many considerations, and management believes base rate revenues as the most appropriate method of funding for these projects.

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GWA examines the levels of cash reserves that are adjusted annually to comply with bond covenants and financial policies when developing budgetary and financial projections.

A new $90 million bond borrowing is planned in Fiscal 2018 as the final push to meet requirements of the 2011 Federal Court Order. This endeavor will not impact debt service this year as the first two years will be covered from bond proceeds as was done in previous bonds.

Provisions for the new bond issuance costs include two (2) years of capitalized interest and assume an annual interest rate of 5.5%. For projection purposes, the financing is expected to be completed in October 2017and generate approximately $70 million in construction proceeds. Level annual debt service has historically been the debt structure adopted by GWA and for purposes of these projections will continue to be the framework for this financing.

DEBT SERVICE

The proposed rate increase will also fund GWA's debt service payment for the 2010, 2013, and 2016 revenue bonds, and 2014 refunding bonds which will increase by $5 million from $25 million in FY 2017 to $30 million, as capitalized interest amounts decrease over the fiscal period.

GWA has two debt service coverage ratio standards for rate setting. The PUC's target minimum debt service coverage ratio is 1.75 on senior lien bonds and 1.25 per bond covenant. Projected debt service coverage during the Rate Plan's period is provided in Table IX below:

TABLE IX

DEBT SERVICE PAYMENT SCHEDULE	FY 2017	FY2018	DIFFERENCE
Description			
2010 Series Revenue Bond	$8,065,600	$8,065,263	($337)
2013 Series Revenue Bond	9,331,688	9,331,688	0
2014 Refunding Bond	7,165,014	7,169,847	4,833
2016 Series Revenue Bond	7,165,500	7,165,500	0
2018 Series Revenue Bond	0	4,974,750	4,974,750
Sub-total	31,727,802	36,707,048	4,979,246
Less: Capitalized Interest	(7,165,500)	(6,746,221)	419,279
Total	$24,562,302	$29,960,827	$5,398,525

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OTHER MATTERS

This budget filing provides solely for planned operating and fiscal activities in the next 12 months. There are no funds identified without compromising routine operations, in the event GWA is forced to implement high cost contingencies such as the implementation of secondary treatment of wastewater, or a surge in the movement of the military build-up on Guam.

TABLE X - Summary of Staff

DESCRIPTION	COUNT	GROSS SALARY
Filled	332	$21,756,707
Vacancies	63	3,297,347
Total	395	$25,054,054

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TABLE X - Continued

COUNT	POSITION	STATUS	GROSS SALARY	COUNT	POSITION	STATUS	GROSS SALARY
1	MANAGEMENT ANALYST IV	Filled	$94,833	51	COMMUNICATIONS MANAGER	Filled	116,262
2	SENIOR REGULATORY ANALYST	Filled	128,507	52	ACCOUNTING TECH III	Filled	69,323
3	ADMINISTRATIVE ASSISTANT	Filled	49,056	53	PAYROLL SUPERVISOR	Filled	98,546
4	MANAGEMENT ANALYST IV	Filled	85,366	54	ACCOUNTANT III	Filled	86,188
5	INTERNAL AUDITOR	Filled	96,987	55	ASSISTANT CHIEF FINANCIAL OFR	Filled	148,858
6	GENERAL MANAGER	Filled	241,914	56	ACCOUNTING TECH III	Filled	59,799
7	PERSONNEL SPECIALIST IV	Filled	108,495	57	Chief Budget Officer	Filled	104,754
8	PERSONNEL SPECIALIST III	Filled	92,906	58	PUMPING STA OPER II	Filled	$65,609
9	PERSONNEL SPECIALIST II	Filled	61,074	59	PUMPING STA LEADER	Filled	71,677
10	PERSONNEL SVC ADMINISTRATOR	Filled	113,144	60	WATER-SEWER MAINT WORKER I	Filled	43,097
11	Employee Dev Spec III	Filled	67,225	61	TRADES HELPER	Filled	31,943
12	PERSONNEL SPECIALIST I	Filled	43,189	62	TRADES HELPER	Filled	31,943
13	INFORMATION TECHNOLOGY MANAGE	Filled	171,987	63	WASTEWATER MAINT MECH II	Filled	80,838
14	NETWORK SYSTEMS ADMINISTRATOR	Filled	95,768	64	WATER-SEWER MAINT WORKER II	Filled	74,191
15	SYS/PROGRAMMER ADMINISTRATOR	Filled	106,596	65	WATER-SEWER MAINT LEADER	Filled	94,478
16	PROGRAMMER ANALYST II	Filled	89,561	66	WATER-SEWER MAINT WORKER II	Filled	67,487
17	COMPUTER OPERATOR III	Filled	65,865	67	WATER-SEWER MAINT WORKER I	Filled	43,097
18	NETWORK ANALYST	Filled	79,867	68	WATER-SEWER MAINT WORKER I	Filled	54,830
19	COMPUTER OPERATOR II	Filled	50,048	69	WATER CONSTRUCTION/MAINT SUPT	Filled	98,812
20	ADMINISTRATIVE ASSISTANT	Filled	50,785	70	WATER-SEWER MAINT WORKER I	Filled	56,390
21	COMPUTER OPERATOR I	Filled	39,674	71	TRADES HELPER	Filled	37,578
22	COMPUTER OPERATOR I	Filled	32,560	72	WATER-SEWER MAINT WORKER I	Filled	49,946
23	PROGRAMMER ANALYST II	Filled	72,611	73	WATER-SEWER MAINT WORKER I	Filled	46,392
24	PROGRAMMER ANALYST II	Filled	68,614	74	WATER-SEWER MAINT WORKER I	Filled	46,392
25	SUPPLY MGMT ADMINISTRATOR	Filled	115,355	75	TRADES HELPER	Filled	31,943
26	BUYER SUPERVISOR II	Filled	87,860	76	TRADES HELPER	Filled	28,128
27	ADMINISTRATIVE ASSISTANT	Filled	52,599	77	TRADES HELPER	Filled	28,128
28	STOREKEEPER I	Filled	39,589	78	TRADES HELPER	Filled	28,128
29	STOREKEEPER II	Filled	52,146	79	TRADES HELPER	Filled	28,128
30	INVENTORY MGMT OFFICER	Filled	79,867	80	WATER-SEWER MAINT WORKER II	Filled	68,152
31	MANAGEMENT ANALYST I	Filled	50,984	81	TRADES HELPER	Filled	31,943
32	BUYER II	Filled	45,655	82	WASTEWATER MAINT MECH I	Filled	51,362
33	STOREKEEPER I	Filled	39,589	83	WATER-SEWER MAINT WORKER II	Filled	60,292
34	BUYER II	Filled	43,586	84	WASTEWATER MAINT MECH I	Filled	54,310
35	BUYER II	Filled	43,586	85	WASTEWATER MAINT MECH I	Filled	40,814
36	BUYER II	Filled	43,586	86	WATER-SEWER MAINT WORKER I	Filled	45,120
37	ADMINISTRATIVE ASSISTANT	Filled	71,420	87	TRADES HELPER	Filled	28,128
38	Assistant GM Compliance/Safety	Filled	165,411	88	TRADES HELPER	Filled	28,128
39	Source Control Manager	Filled	103,733	89	TROUBLE DISPATCHER	Filled	44,011
40	SAFETY INSPECTOR SUPERVISOR	Filled	93,926	90	Asset Mgmt Maint Mgmt Info Ofr	Filled	85,366
41	SENIOR REGULATORY ANALYST	Filled	129,754	91	TROUBLE DISPATCHER	Filled	63,824
42	LAB TECH SUPERVISOR	Filled	92,169	92	TROUBLE DISPATCHER SUPERVISOR	Filled	86,046
43	LAB TECH II	Filled	58,750	93	Water & WW Syst Cont Disp II	Filled	67,225
44	MONITORING LAB SVC ADM	Filled	150,077	94	Water & WW Syst Cont Disp II	Filled	67,225
45	BIOLOGIST III	Filled	80,632	95	PLANT INST TECH II	Filled	69,691
46	LAB TECH II	Filled	62,718	96	TROUBLE DISPATCHER	Filled	60,309
47	LAB TECH II	Filled	57,106	97	Water & WW Syst Cont Disp II	Filled	67,225
48	LAB TECH II	Filled	56,596	98	Water & WW Syst Cont Disp I	Filled	57,220
49	ADMINISTRATIVE ASSISTANT	Filled	50,785	99	TRADES HELPER	Filled	31,398
50	LAB TECH II	Filled	48,773	100	TROUBLE DISPATCHER	Filled	44,805

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TABLE X - Continued

COUNT	POSITION	STATUS	GROSS SALARY	COUNT	POSITION	STATUS	GROSS SALARY
101	SHOP PLANNER	Filled	66,687	150	MANAGEMENT ANALYST III	Filled	73,886
102	ADMINISTRATIVE ASSISTANT	Filled	49,056	151	SENIOR ENGINEER SUPERVISOR, PE	Filled	142,962
103	HEAVY EQUIP MECH SUPERVISOR	Filled	93,926	152	SENIOR ENGINEER SUPERVISOR, PE	Filled	134,884
104	EQUIP OPER IV	Filled	49,141	153	JUNIOR ENGINEER	Filled	58,920
105	EQUIP OPER LEADER II	Filled	61,670	154	CONSTRUCTION INSPECTOR III	Filled	87,718
106	EQUIP OPER SUPV	Filled	67,849	155	PLANNER IV	Filled	95,003
107	TRADES HELPER	Filled	36,925	156	CONSTRUCTION INSPECTOR III	Filled	88,540
108	BUILDING CUSTODIAN	Filled	33,722	157	CONSTRUCTION INSPECTOR III	Filled	64,136
109	Equipment Maintenance Superin	Filled	109,912	158	CONSTRUCTION INSPECTOR III	Filled	75,303
110	HEAVY EQUIP MECH LEADER	Filled	76,040	159	CONSTRUCTION INSPECTOR III	Filled	90,270
111	EQUIP OPER III	Filled	41,573	160	GRANTS ADMINISTRATOR	Filled	128,280
112	HEAVY EQUIP MECH II	Filled	56,142	161	Geo Info Sys/Land Info Sys Mgr	Filled	100,474
113	ELECTRICIAN II	Filled	64,022	162	CONSTRUCTION INSPECTOR III	Filled	74,595
114	HEAVY EQUIP MECH LEADER	Filled	65,355	163	MANAGEMENT ANALYST IV	Filled	91,290
115	ACCOUNTANT III	Filled	96,675	164	PLANNER II	Filled	67,849
116	ACCOUNTANT I	Filled	67,112	165	PLANNER I	Filled	54,102
117	CASHIER I	Filled	36,811	166	LAND AGENT III	Filled	52,032
118	CASHIER II	Filled	41,488	167	WATER-SEWER MAINT WORKER I	Filled	70,031
119	ACCOUNTANT I	Filled	60,508	168	MANAGEMENT ANALYST III	Filled	83,608
120	CASHIER I	Filled	35,593	169	CUSTOMER SERVICE SUPERVISOR	Filled	75,303
121	ACCOUNTANT I	Filled	52,599	170	EQUIP OPER II	Filled	57,928
122	ACCOUNTANT III	Filled	83,750	171	WATER-SEWER MAINT WORKER I	Filled	54,328
123	CASHIER I	Filled	33,297	172	HEAVY EQUIP MECH I	Filled	44,011
124	ADMINISTRATIVE ASSISTANT	Filled	45,797	173	EQUIP OPER LEADER II	Filled	56,142
125	CONTROLLER	Filled	105,916	174	ELECTRICIAN II	Filled	77,373
126	ACCOUNTANT I	Filled	50,218	175	ELECTRICIAN LEADER	Filled	78,223
127	ACCOUNTANT I	Filled	50,218	176	PLANT INST TECH II	Filled	69,039
128	ACCOUNTANT III	Filled	76,862	177	PLANT INST TECH II	Filled	69,039
129	CASHIER I	Filled	33,297	178	Apprentice-IT	Filled	52,118
130	ACCOUNTANT III	Filled	84,544	179	Apprentice-IT	Filled	46,534
131	CASHIER I	Filled	32,191	180	Apprentice Trainee	Filled	52,118
132	CASHIER I	Filled	32,191	181	ELECTRICIAN II	Filled	64,022
133	ACCOUNTANT I	Filled	50,218	182	ELECTRICIAN II	Filled	63,427
134	ACCOUNTANT I	Filled	50,218	183	ADMINISTRATIVE OFFICER	Filled	78,733
135	ACCOUNTANT I	Filled	50,218	184	ADMINISTRATIVE AIDE	Filled	35,026
136	Legal Secretary II	Filled	37,974	185	Operations & Maint. Manager	Filled	157,815
137	STAFF ATTORNEY	Filled	160,168	186	TRADES HELPER	Filled	27,656
138	ENGINEER III	Filled	123,206	187	SEWER PLANT OPER II	Filled	63,229
139	ENGINEER II	Filled	94,833	188	PUMPING STA SUPERVISOR	Filled	95,768
140	ENGINEER II	Filled	102,429	189	WATER-SEWER MAINT LEADER	Filled	56,681
141	ADMINISTRATIVE ASSISTANT	Filled	61,585	190	WATER-SEWER MAINT LEADER	Filled	56,681
142	SENIOR ENGINEER,PE	Filled	133,127	191	PUMPING STA OPER II	Filled	47,356
143	CHIEF ENGINEER, PE	Filled	194,011	192	TRADES HELPER	Filled	27,656
144	SENIOR ENGINEER SUPERVISOR, PE	Filled	170,315	193	TRADES HELPER	Filled	27,656
145	SENIOR ENGINEER SUPERVISOR, PE	Filled	171,987	194	PUMPING STA OPER II	Filled	69,464
146	SENIOR ENGINEER,PE	Filled	115,156	195	PUMPING STA LEADER	Filled	109,204
147	SENIOR ENGINEER,PE	Filled	107,645	196	PUMPING STA SUPERVISOR	Filled	130,377
148	ASSOCIATE ENGINEER	Filled	85,366	197	WASTEWATER MAINT MECH I	Filled	45,145
149	Contracts & Small Claims Admin	Filled	71,137	198	PUMPING STA OPER II	Filled	49,595

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TABLE X - Continued

COUNT	POSITION	STATUS	GROSS SALARY	COUNT	POSITION	STATUS	GROSS SALARY
297	TRADES HELPER	Filled	28,591	347	WATER SEWER MAINTEANCE WORKER I	Vacant	43,110
298	TRADES HELPER	Filled	28,591	348	Sewer Plant Supervisor	Vacant	82,913
299	TRADES HELPER	Filled	27,656	349	Sewer Plant Operator I	Vacant	44,312
300	SEWER PLANT LEADER	Filled	85,082	350	Sewer Plant Operator I	Vacant	44,312
301	SEWER PLANT OPER II	Filled	57,021	351	Water Plant Operator I	Vacant	46,899
302	SEWER PLANT SUPV	Filled	79,102	352	Water Plant Operator I	Vacant	46,899
303	TRADES HELPER	Filled	27,656	353	PS Operator I	Vacant	38,127
304	TRADES HELPER	Filled	27,656	354	Programmer Analyst III	Vacant	64,665
305	TRADES HELPER	Filled	27,656	355	Program Coordinator	Vacant	66,664
306	WASTEWATER MAINT MECH I	Filled	49,484	356	SEWER PLANT SUPV	Vacant	82,919
307	Water Plant Oper Leader	Filled	59,916	357	WATER SEWER MAINTEANCE WORKER I	Vacant	43,097
308	Water Plant Oper I	Filled	45,612	358	CHEMIST I	Vacant	60,407
309	Water Plant Oper II	Filled	50,120	359	CUSTOMER SERVICE REP	Vacant	43,560
310	WATER-SEWER MAINT WORKER I	Filled	45,554	360	TRADES HELPER	Vacant	31,236
311	TRADES HELPER	Filled	28,128	361	CUSTOMER SERVICE REP	Vacant	43,560
312	TRADES HELPER	Filled	28,128	362	CUSTOMER SERVICE REP	Vacant	43,560
313	TRADES HELPER	Filled	28,128	363	Associate Engineer	Vacant	65,808
314	PUMPING STA LEADER	Filled	68,354	364	Construction Inspector II	Vacant	60,139
315	WATER-SEWER MAINT WORKER II	Filled	74,191	365	Leak Detection Supervisor	Vacant	61,245
316	PUMPING STA OPER I	Filled	63,095	366	Leak Detection Tech I	Vacant	38,127
317	WATER-SEWER MAINT LEADER	Filled	69,019	367	Leak Detection Tech I	Vacant	38,127
318	WATER METER READER II	Filled	46,392	368	Plumber II	Vacant	49,686
319	WATER-SEWER MAINT WORKER I	Filled	45,120	369	Refrigeration Mechanic II	Vacant	49,686
320	TRADES HELPER	Filled	28,128	370	Meter Technician II	Vacant	77,081
321	Operations & Maint. Manager	Filled	162,387	371	Pumping Station Supervisor	Vacant	55,466
322	PUMPING STA OPER I	Filled	48,126	372	Leak Detection Leader	Vacant	55,466
323	WATER-SEWER MAINT WORKER I	Filled	53,818	373	Leak Detection Tech II	Vacant	43,907
324	PUMPING STA OPER I	Filled	42,722	374	Water Sewer Maint Worker Leader	Vacant	55,466
325	PUMPING STA OPER I	Filled	48,126	375	Water Sewer Maint Worker I	Vacant	38,127
326	PUMPING STA OPER I	Filled	45,958	376	Water Sewer Maint Worker I	Vacant	38,127
327	PUMPING STA OPER II	Filled	47,345	377	PUMPING STATION SUPERVISOR	Vacant	75,694
328	PUMPING STA OPER I	Filled	40,814	378	PUMPING STATION OP. I	Vacant	47,345
329	TRADES HELPER	Filled	30,903	379	WATER SEWER MAINTENANCE SUPERVISOR	Vacant	61,245
330	TRADES HELPER	Filled	29,082	380	WATER SEWER MAINTENANCE WORKER II	Vacant	43,907
331	WATER DIST SYS MANAGER	Filled	130,715	381	WATER SEWER MAINTENANCE WORKER I	Vacant	38,127
332	PUMPING STA OPER I	Filled	63,095	382	Tradeshelper - Meter Read	Vacant	29,847
333	Water Plant Operator II	Vacant	$52,982	383	WATER MAINTENANCE WKR I	Vacant	42,489
334	Water Plant Operator II	Vacant	52,982	384	Senior Engineer PE	Vacant	88,484
335	CUSTOMER SERVICE SUPERVISOR	Vacant	71,105	385	GIS Technician	Vacant	48,801
336	CUSTOMER SERVICE SUPERVISOR	Vacant	71,105	386	Chief System Dispatcher (SCC)	Vacant	93,755
337	Equipment Op II	Vacant	34,324	387	System Control Dispatcher Leader	Vacant	86,791
338	Management Analyst I	Vacant	48,241	388	Cross Connection Control Manager	Vacant	86,809
339	Heavy Equip Mech II	Vacant	59,916	389	Water Sewer Maint Worker Leader	Vacant	55,466
340	Electrician I	Vacant	49,572	390	Water Sewer Maint Worker I	Vacant	38,127
341	Electrician I	Vacant	49,572	391	Cyber Security Administrator	Vacant	68,510
342	Water Sewer Mtc Wkr I	Vacant	43,110	392	Document Management Specialist	Vacant	56,680
343	Source Control Inspector	Vacant	46,507	393	Mobile Workforce Mgmt Analyst	Vacant	35,980
344	Assistant General Manager	Vacant	0	394	WATER SEWER MAINTENANCE LEADER	Vacant	55,466
345	Assistant General Manager	Vacant	0	395	WATER SEWER MAINTENANCE WORKER II	Vacant	68,152
346	CUSTOMER SERVICE REP	Vacant	43,560				

GUAM WATERWORKS AUTHORITY

REVENUES	FY 2016 (AUDITED)	FY 2017 (ANNUALIZED)	FY 2017 (APPROVED)	FY 2018 (PROJECTED)	FY 2018 (PER 5YR RATE PLAN)
BASIC & NON-LIFELINE INCREASE	16.50%	3.50%	3.50%	4.00%	4.00%
LIFELINE INCREASE	0.00%	3.50%	3.50%	0.00%	0.00%
LEGISLATIVE SURCHARGE	3.25%	3.70%	3.70%	3.75%	2.66%
OPERATING REVENUES					
WATER	$64,339,714	$64,227,175	$68,142,571	$68,917,921	$76,557,649
WASTEWATER	37,228,780	37,347,250	39,413,527	38,739,088	49,090,369
LEGISLATIVE SURCHARGE	2,898,325	3,289,575	3,460,644	3,502,752	2,886,569
OTHER	519,898	691,656	525,000	691,656	1,722,145
SYSTEM DEVELOPMENT CHARGE	1,428,332	553,630	1,600,000	553,630	1,341,974
TOTAL OPERATING REVENUES	$106,415,049	$106,109,286	$113,141,742	$112,405,047	$131,598,706

OPERATIONS & MAINTENANCE EXP	FY 2016 (AUDITED)	FY2017 (ANNUALIZED)	FY2017 (APPROVED)	FY 2018 (PROJECTED)	FY 2018 (PER 5YR RATE PLAN)
SALARIES & BENEFITS	$18,486,407	$19,940,696	$22,698,007	$24,015,371	$24,619,066
WATER	6,374,035	7,574,682	8,116,687	8,653,358	6,908,827
POWER	11,225,884	12,447,022	12,741,648	12,695,963	17,765,232
ADMINISTRATIVE & GENERAL	8,248,711	9,834,195	11,225,175	11,916,709	11,057,999
REGULATORY	325,252	352,677	261,486	265,036	331,224
BAD DEBT	1,034,310	775,706	750,000	684,983	17,154
DEPRECIATION	15,348,101	16,698,096	18,354,600	18,338,096	28,031,949
CONTRACTUAL EXPENSE	4,117,122	4,285,303	3,553,015	4,478,895	4,543,704
RETIREE ANNUITIES & BENEFITS	3,348,262	3,413,595	3,451,160	3,474,100	2,865,089
TOTAL OPERATIONS & MAINTENANCE	68,508,084	75,321,973	81,151,778	84,522,511	96,140,244
LESS: DEPRECIATION	(15,348,101)	(16,698,096)	(18,354,600)	(18,338,096)	(28,031,949)
O & M - NET OF DEPRECIATION	$53,159,983	$58,623,877	$62,797,178	$66,184,415	$68,108,295

GUAM WATERWORKS AUTHORITY

% CHANGE	FY 2017 ANNUALIZED VS FY 2017APPROVED	FY 2018 PROJECTED VS FY 2017 ANNUALIZED	FY 2018 PROJECTED VS FY 2017 APPROVED	FY 2018 PROJECTED VS 5YR RATE PLAN
REVENUES - WATER & WASTEWATER	-6%	6%	0%	-14%
O&M LESS DEPRECIATION	-7%	13%	5%	-3%

$$ CHANGE	FY 2017 ANNUALIZED VS FY 2017APPROVED	FY 2018 PROJECTED VS FY 2017 ANNUALIZED	FY 2018 PROJECTED VS FY 2017 APPROVED	FY 2018 PROJECTED VS 5YR RATE PLAN
REVENUES - WATER & WASTEWATER	($5,981,673)	$6,082,584	$100,911	($17,991,009)
O&M LESS DEPRECIATION	($4,173,301)	$7,560,537	$3,387,236	($1,923,880)

GUAM WATERWORKS AUTHORITY

SCHEDULES

A through R

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SCHEDULE A

Revenues and Revenue Requirements	**AUDITED FY2016**	**ANNUALIZED FY2017**	**PROJECTION FY2018**
Basic & Non-Lifeline Increase	16.50%	3.50%	4.00%
Lifeline Increase	0.00%	3.50%	0.00%
Basic &Non-Lifeline Additional Increase	0.00%	0.00%	0.00%
Legislative Surcharge	3.25%	3.70%	3.75%
PUC/GPA/Navy Surcharge	0.00%	0.00%	0.00%
Customer Growth	0.00%	0.00%	0.00%
Demand Growth	0.00%	0.00%	0.00%
OPERATING REVENUES			
Water Revenues	$ 64,339,714	$ 64,227,175	$ 68,917,921
Wastewater Revenues	37,228,780	37,347,250	38,739,088
Legislative Surcharge	2,898,325	3,289,575	3,502,752
Other Revenues	519,898	691,656	691,656
System Development Charge	1,428,332	553,630	553,630
Total Operating Revenues	**$ 106,415,049**	**$ 106,109,285**	**$ 112,405,047**
O & M EXPENSES			
Power Purchases	$ 11,225,884	$ 12,447,022	$ 12,695,963
Water Purchases	6,374,035	7,574,682	8,653,358
Salaries and Benefits	18,486,407	19,940,696	24,015,371
Administrative and General Expenses	8,248,711	9,834,195	11,916,710
Regulatory Expense	325,252	352,677	265,036
Bad Debt Expense	1,034,310	775,706	685,231
Depreciation Expense	15,348,101	16,698,096	18,338,096
Contractual Expense	4,117,122	4,285,303	4,478,895
Retiree Supplemental Annuities/Health care costs	3,348,262	3,413,595	3,474,100
Total Operating Expenses	**$ 68,508,084**	**$ 75,321,973**	**$ 84,522,759**
Earnings (Loss) from Operations	**$ 37,906,965**	**$ 30,787,311**	**$ 27,882,288**
Other (Expenses)Revenue			
Interest Income-Bond 2010,2013, 2014 Refunding & 2016	24,991	188,719	188,719
Interest Income-Other Funds	15,378	35,217	35,217
Interest Income-SDC	22,746	28,971	28,971
Interest Expense-Bonds 2010,2013,2014 Refunding and 2016	(23,932,501)	(26,687,801)	(31,507,047)
Interest Expense-BOG	(709,146)	(553,489)	(399,458)
Prior Year Adjustment	(616,767)	(644,964)	-
Grant Funded Expenditures	(1,058,262)	(615,986)	(615,986)
AFUDC	13,708,441	7,500,000	7,500,000
Amortization of Discount, Premium and Issuance Costs	(1,929,740)	(742,330)	(742,330)
Grants & other contributions	5,488,863	10,477,298	10,477,298
Loss on Defeasance Bond05 Refunding	(233,796)	(182,621)	(182,621)
Deferred outflows from pension	(89,420)	(1,263,367)	(1,263,367)
Loss on Asset Disposal/Invty writedown	(49,796)	-	-
Net Income (Loss)	**$ 28,547,956**	**$ 18,326,959**	**$ 11,401,684**
INCREASE (DECREASE) in Capital	**$ 28,547,956**	**$ 18,326,959**	**$ 11,401,684**
BOND DEBT SERVICE			
Principal	$ 4,910,000	$ 5,040,000	$ 5,200,000
Interest	17,315,393	19,522,301	24,760,826
Total	**$ 22,225,393**	**$ 24,562,301**	**$ 29,960,826**

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SCHEDULE A - Continued
Revenues and Revenue Requirements

DEBT SERVICE COVERAGE CALCULATION - Section 6.12	AUDITED FY2016	ANNUALIZED FY2017	PROJECTION FY2018
Earnings (Loss) from Operations	**$ 37,906,965**	**$ 30,787,311**	**$ 27,882,288**
Investment Income-Other Funds & Recoveries	$ 15,378	$ 35,217	$ 35,217
Legislative Surcharge	0	0	0
Supplemental Annuities/COLA	584,000	594,000	594,000
System Development Charge	(1,428,332)	(553,630)	(553,630)
Depreciation	15,348,101	16,698,096	18,338,096
Balance Available for Debt Service - Section 6.12	**$ 52,426,112**	**$ 47,560,995**	**$ 46,295,971**
Debt Service Coverage (1.25X) - Section 6.12	**2.36**	**1.94**	**1.55**
DEBT SERVICE COVERAGE CALCULATION - PUC			
Balance Available for Debt Service	**$ 52,426,112**	**$ 47,560,995**	**$ 46,295,971**
Transfer - Reserve for O & M Reserve	-	-	(3,200,000)
Transfer - Reserve for Debt Service	-	-	(1,800,000)
Available for Debt Service -Reserves For Debt Service	11,185,610	11,187,181	11,187,181
Balance Available for Debt Service - PUC	**$ 63,611,722**	**$ 58,748,175**	**$ 52,483,151**
Debt Service Coverage (1.75X) - PUC	**2.86**	**2.39**	**1.75**
CASH FLOW STATEMENT			
Net Income (Loss)	**$ 28,547,956**	**$ 18,326,959**	**$ 11,401,684**
Depreciation & Amortization	17,277,841	17,440,426	19,080,426
AFUDC	(13,708,441)	(7,500,000)	(7,500,000)
Principal Payments - Bonds	(4,910,000)	(5,040,000)	(5,200,000)
Working Capital Change (Increase)Decrease	3,074,771	(3,403,167)	(1,905,018)
Principal Payments- BOG ST-$30M	(2,717,819)	(2,863,988)	(3,018,019)
Deposit to Debt Service Reserve	(7,582,725)	-	(6,405,162)
Deposit to Capitalized Interest Reserve	(11,464,800)	-	(9,949,500)
Gross Bond Proceeds	161,534,842	-	90,450,000
Cost of Issuance	(2,467,854)	-	(1,809,000)
Deposit to Bond Construction Fund	(140,019,463)	-	(72,286,338)
Revenue Funded CAPEX	(5,183,711)	(4,249,714)	-
Transfer to Trust	(8,778,223)	-	-
System Development Charge	(1,428,332)	(553,630)	(553,630)
Loss on Defeasance Bond05 Refunding & Amortization costs	2,163,536	182,621	182,621
Deferred outflows from pension	89,420	1,263,367	1,263,367
Prior Year Adjustment & Loss on Asset Disposal/Invty writedown	666,563	(644,964)	0
Working Capital Reserve for CAPEX	(5,810,383)	(5,404,323)	(11,000,000)
Working Capital Reserve for O & M	(2,300,319)	(8,954,687)	(3,200,000)
Working Capital Reserve for Debt Service	(6,600,610)	-	(1,800,000)
Grant Funded Expenditures	1,058,262	615,986	615,986
Grants	(5,488,863)	(10,477,298)	(10,477,298)
Transfer from Capitalized Interest Fund	4,860,751	7,165,500	6,746,221
Cash Surplus (Deficit)	**$ 4,272,311**	**$ (4,096,911)**	**$ (5,363,660)**
Beginning Balance-	5,504,949	9,777,260	5,680,349
Ending Balance	**$ 9,777,260**	**$ 5,680,349**	**$ 316,688**

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SCHEDULE B
Revenues by Customer Class
FY2016 (Audited)

Customer Class	Customers	Consumption (kGal)	Customer Charge	Consumption Charge	Surcharge	Total Revenues
Agriculture/Irrigation	378	89,979	$ 107,604	$ 370,715	$ 15,545	$ 493,865
Golf Course	15	6,770	9,780	84,017	3,048	96,845
Hotels	55	1,008,087	108,327	12,553,020	411,494	13,072,841
Commercial	2,630	1,022,890	1,001,825	12,694,060	445,116	14,141,001
Government	410	476,545	263,513	5,913,926	200,767	6,378,206
Residential	38,267	1,677,727	9,720,699	16,726,934	883,233	27,330,867
Residential Lifeline		1,751,962		4,785,293		4,785,293
Fire Hydrant						
Total Water	**41,755**	**6,033,960**	**$ 11,211,748**	**$ 53,127,966**	**$ 1,959,204**	**$ 66,298,918**
Commercial I	1,747	478,280		$ 3,271,435	$ 113,310	$ 3,384,745
Commercial II & Hotel	61	758,600		12,638,281	410,744	13,049,025
Commercial III	234	155,234		3,585,904	116,542	3,702,446
Government	252	940,162		9,185,382	298,525	9,483,907
Residential	26,473	2,008,350		8,547,777		8,547,777
Total Wastewater	**28,766**	**4,340,626**	**$ -**	**$ 37,228,780**	**$ 939,121**	**$ 38,167,901**
Grand Total		**10,374,586**	**$ 11,211,748**	**$ 90,356,746**	**$ 2,898,325**	**$ 104,466,819**

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SCHEDULE B
Revenues by Customer Class
FY2017 (Annualized)

Customer Class	Customers	Consumption (kGal)	Customer Charge	Consumption Charge	Surcharge	Total Revenues
Agriculture/Irrigation	374	58,639	$ 108,183	$ 242,973	$ 13,168	$ 364,324
Golf Course	16	5,957	10,459	76,483	3,260	90,202
Hotels	56	1,027,885	112,611	13,198,047	499,150	13,809,808
Commercial	2,679	921,746	1,055,212	11,835,223	483,391	13,373,827
Government	407	458,261	255,549	5,884,070	230,236	6,369,854
Residential	38,559	1,576,212	10,138,906	16,266,504	990,203	27,395,614
Residential Lifeline		1,675,400		5,042,954		5,042,954
Fire Hydrant						
Total Water	**42,092**	**5,724,100**	**$ 11,680,920**	**$ 52,546,255**	**$ 2,219,408**	**$ 66,446,583**
Commercial I	1,767	458,835		$ 3,248,552	$ 121,821	$ 3,370,373
Commercial II & Hotel	61	746,274		12,865,771	482,466	13,348,238
Commercial III	251	149,955		3,585,414	134,453	3,719,867
Government	248	873,324		8,838,039	331,426	9,169,466
Residential	26,657	1,894,327		8,809,473		8,809,473
Total Wastewater	**28,985**	**4,122,715**	**$ -**	**$ 37,347,250**	**$ 1,070,167**	**$ 38,417,416**
Grand Total		**9,846,815**	**$ 11,680,920**	**$ 89,893,504**	**$ 3,289,575**	**$ 104,863,999**

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SCHEDULE B
Revenues by Customer Class
FY2018 (Projection)

Customer Class	Customers	Consumption (kGal)	Customer Charge	Consumption Charge	Surcharge	Total Revenues
Agriculture/Irrigation	374	64,255	$ 112,510	$ 276,903	$ 14,603	$ 404,016
Golf Course	16	6,083	10,877	81,225	3,454	95,556
Hotels	56	1,029,269	117,116	13,744,441	519,808	14,381,365
Commercial	2,679	1,061,665	1,097,421	14,177,049	572,793	15,847,262
Government	407	464,436	265,771	6,201,886	242,537	6,710,194
Residential	38,559	1,569,716	10,544,462	16,847,452	1,027,197	28,419,111
Residential Lifeline		1,807,578		5,440,809		5,440,809
Fire Hydrant						
Total Water	**42,092**	**6,003,001**	**$ 12,148,157**	**$ 56,769,764**	**$ 2,380,392**	**$ 71,298,313**
Commercial I	1,767	466,989		$ 3,438,533	$ 128,945	$ 3,567,478
Commercial II & Hotel	61	751,256		13,469,725	505,115	13,974,840
Commercial III	251	152,751		3,798,362	142,439	3,940,800
Government	248	876,311		9,222,995	345,862	9,568,858
Residential	26,657	1,944,043		8,809,473		8,809,473
Total Wastewater	**28,985**	**4,191,350**	**$ -**	**$ 38,739,088**	**$ 1,122,361**	**$ 39,861,449**
Grand Total		**10,194,350**	**$ 12,148,157**	**$ 95,508,852**	**$ 3,502,752**	**$ 111,159,761**

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Schedule C - Operating Expenses
(Water, Wastewater, and Admin)

	Annualized FY2017	Projection FY2018
Water Purchases		
Navy Contract	$ 7,368,332	$ 8,442,881
Other Contracts	206,350	210,477
Subtotal	**7,574,682**	**8,653,358**
Power Purchases	12,447,022	12,695,963
Salaries and Wages & Benefits	19,940,696	24,015,371
Administrative & General		
Other O & M	9,834,195	11,916,710
Regulatory	352,677	265,036
Bad Debt Expense	775,706	685,231
Subtotal	**10,962,578**	**12,866,977**
Depreciation	16,698,096	18,338,096
Contractual charges	4,285,303	4,478,895
Supplemental Annuities Benefits	3,413,595	3,474,100
Total Operating Expenses	**$ 75,321,973**	**$ 84,522,759**

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Schedule C1
Operating Expenses (Water)

	Annualized FY2017	Projection FY2018
Water Purchases		
Navy Contract	$ 7,368,332	$ 8,442,881
Other Contracts	206,350	210,477
Subtotal	**7,574,682**	**8,653,358**
Power Purchases	10,579,969	10,755,476
Salaries and Wages & Benefits	7,378,057	9,114,470
Administrative & General		
Other O & M	3,441,968	3,332,281
Depreciation	-	-
Contractual charges	1,457,003	1,003,082
Supplemental Annuities Benefits	-	-
Total Operating Expenses	**$ 30,431,680**	**$ 32,858,666**

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Schedule C2
Operating Expenses (WasteWater)

	Annualized FY2017	Projection FY2018
Power Purchases - GPA	$ 1,742,583	$ 1,812,943
Salaries and Wages & Benefits	3,988,139	4,862,552
Administrative & General		
Other O & M	2,753,575	4,078,030
Depreciation	-	-
Contractual Charges	985,620	716,071
Supplemental Annuities Benefits	-	-
Total Operating Expenses	**$ 9,469,917**	**$ 11,469,596**

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Schedule C3
Operating Expenses (Admin Support)

	Annualized FY2017	Projection FY2018
Power Purchases - GPA	$ **124,470**	$ **127,544**
Salaries and Wages & Benefits	**8,574,499**	**10,038,349**
Administrative & General		
Other O & M	3,638,652	4,506,399
Regulatory	352,677	265,036
Bad Debt Expense	775,706	685,231
Subtotal	**4,767,035**	**5,456,666**
Depreciation	16,698,096	18,338,096
Contractual	1,842,680	2,759,742
Supplemental Annuities Benefits	3,413,595	3,474,100
Total Operating Expenses	$ **35,420,376**	$ **40,194,497**

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Schedule D
Water Purchases (Navy)

	Audited	Annualized	Projection
	FY2016	**FY2017**	**FY2018**
Navy Contract (FENA)			
Purchased kGal	706,762	744,276	744,276
Rate Per Kgal	8.64	9.90	11.34
% Increase	0%	15%	15%
Total Purchase Costs	6,106,423	7,368,332	8,442,881
Other Costs- Lab testing water			
Total Costs	**$ 6,106,423**	**$ 7,368,332**	**$ 8,442,881**
Other Contract			
Purchased kGal	13,515	11,738	11,738
Rate Per Kgal	$ 19.15	$ 17.58	17.93
% Increase	0%	-8%	2%
Total Purchase Costs	$ 258,816	$ 206,350	$ 210,477
Other Costs	$ 8,796	$ -	$ -
Total Costs	**$ 267,612**	**$ 206,350**	**$ 210,477**
Grand Total	**$ 6,374,035**	**$ 7,574,682**	**$ 8,653,358**

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Schedule G
Internally Funded CIP Summary from 2016-2020 Updated Capital Improvement Plan

Water		**FY2018**
Leak Detection	$	100,000
Potable Water System Planning		400,000
Water Distribution System Pipe Replacement and Upgrades		500,000
Water System Reservoirs 2005 Improvements		1,800,000
Wastewater System Planning		
Lift Station Upgrades		500,000
Wastewater Collection System Repl/Rehabilitation		500,000
Baza Gardens STP Replacement		6,000,000
Miscellaneous		
General Plant Improvements		1,000,000
Information Technology Integration Improvements		200,000
Total	**$**	**11,000,000**

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Schedule H
Working Capital

	Audited FY2016	Annualized FY2017	Projection FY2018
Accounts Receivable, Net	$ 599,202	$ 15,130	$ (776,190)
Accounts Payable	197,344	899,760	1,250,047
Other Cash Flow Items	149,005		
Materials & Supplies Inventory	(492,533)	(2,268,056)	(616,461)
Accrued Payroll & Emp Benefits	541,290	350,000	737,586
Capitalized Labor		(2,400,000)	(2,500,000)
Other Liabilities	921,858		
Customer Deposits	1,952,426	-	-
Advance to EPA CIP projects	(793,820)		
Increase/(Decrease) in Working Capital	**$ 3,074,771**	**$ (3,403,167)**	**$ (1,905,018)**

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

SCHEDULE J1
WATER REVENUE
FY 2018 (PROJECTION)

CUSTOMER CLASS	METER SIZE	BASIC RATE	LIFELINE RATE < 5k GALLON	NON-LIFELINE RATE > 5K GALLON	Δ	NO. OF CUSTOMERS	TOTAL CONSUMPTION (Kgal)	BASIC REVENUES	LIFELINE REVENUES	NON-LIFFELINE REVENUES	LEGISLATIVE SURCHARGE	TOTAL REVENUES
R	**Residential**											
	3/4"	22.56	3.01	10.73		38,067	3,097,963	$ 10,304,456	$ 5,371,042	$ 14,098,218	$ 915,100	$ 30,688,817
	1"	26.32	3.01	10.73		328	39,182	103,605	43,725	264,617	13,808	425,756
	1 1/2"	41.31	3.01	10.73		101	46,482	50,265	15,609	443,228	18,506	527,607
	2"	52.61	3.01	10.73		28	30,229	17,678	4,422	308,672	12,238	343,010
	3"	93.97	3.01	10.73		9	29,391	10,149	1,424	310,373	12,020	333,965
	4"	131.53	3.01	10.73		14	73,566	21,781	2,420	780,945	30,102	835,248
	6"	244.28	3.01	10.73		11	58,278	32,244	1,987	618,407	24,399	677,037
	8"	357.00	3.01	10.73		1	2,202	4,284	181	22,992	1,023	28,480
	10"	488.55	3.01	10.73		-	-	-	-	-	-	-
	12"	582.46	3.01	10.73		-	-	-	-	-	-	-
						38,559	**3,377,294**	**$ 10,544,462**	**$ 5,440,809**	**$ 16,847,452**	**$ 1,027,197**	**$ 33,859,920**
C	**Commercial**						-					
	3/4"	22.56	-	13.35		1,737	242,603	$ 470,082	$ -	$ 3,239,628	$ 139,114	$ 3,848,824
	1"	26.32	-	13.35		325	85,042	102,784	-	1,135,614	46,440	1,284,837
	1 1/2"	41.31	-	13.35		328	186,529	162,790	-	2,490,833	99,511	2,753,133
	2"	52.61	-	13.35		159	190,791	100,513	-	2,547,743	99,310	2,747,566
	3"	93.97	-	13.35		33	92,898	36,763	-	1,240,529	47,898	1,325,190
	4"	131.53	-	13.35		54	141,569	85,231	-	1,890,450	74,088	2,049,769
	6"	244.28	-	13.35		36	63,038	106,113	-	841,790	35,546	983,449
	8"	357.00	-	13.35		5	47,637	21,420	-	636,130	24,658	682,209
	10"	488.55	-	13.35		2	11,557	11,725	-	154,333.43	6,227	172,285.84
	12"	582.46	-	13.35		-	-	-	-	-	-	-
						2,679	**1,061,665**	**$ 1,097,421**	**$ -**	**$ 14,177,049**	**$ 572,793**	**$ 15,847,262**
F	**Federal**						-					
	3/4"	22.56	-	13.35		5	1,441	$ 1,462	$ -	$ 19,241	$ 776	$ 21,479
	1"	26.32	-	13.35		3	161	1,074	-	2,143	121	3,338
	1 1/2"	41.31	-	13.35		1	42	496	-	556	39	1,091
	2"	52.61	-	13.35		3	423	1,894	-	5,651	283	7,828
	3"	93.97	-	13.35		1	300	1,128	-	4,012	193	5,333
	4"	131.53	-	13.35		-	-	-	-	-	-	-
	6"	244.28	-	13.35		-	-	-	-	-	-	-
	8"	357.00	-	13.35		-	-	-	-	-	-	-
	10"	488.55	-	13.35		-	-	-	-	-	-	-
	12"	582.46	-	13.35		-	-	-	-	-	-	-
						14	**2,367**	**$ 6,053**	**$ -**	**$ 31,603**	**$ 1,412**	**$ 39,069**
G	**Government**						-					
	3/4"	22.56	-	13.35		160	25,562	$ 43,311	$ -	$ 341,347	$ 14,425	$ 399,083
	1"	26.32	-	13.35		39	12,339	12,382	-	164,771	6,643	183,797
	1 1/2"	41.31	-	13.35		75	18,533	37,079	-	247,477	10,671	295,227
	2"	52.61	-	13.35		44	72,502	27,906	-	968,167	37,353	1,033,426
	3"	93.97	-	13.35		30	73,320	33,380	-	979,085	37,967	1,050,432
	4"	131.53	-	13.35		28	122,486	43,562	-	1,635,628	62,970	1,742,160
	6"	244.28	-	13.35		13	54,040	37,521	-	721,633	28,468	787,622
	8"	357.00	-	13.35		3	65,155	12,852	-	870,056	33,109	916,018
	10"	488.55	-	13.35		2	18,131	11,725	-	242,117.86	9,519	263,362.19
	12"	582.46	-	13.35		-	-	-	-	-	-	-
						393	**462,069**	**$ 259,718**	**$ -**	**$ 6,170,283**	**$ 241,125**	**$ 6,671,125**
H	**Hotel**						-					
	3/4"	22.56	-	13.35		-	-	$ -			$ -	$ -
	1"	26.32	-	13.35		2	851	632	-	11,369	450	12,451
	1 1/2"	41.31	-	13.35		2	2,680	991	-	35,786	1,379	38,157
	2"	52.61	-	13.35		7	102,120	4,420	-	1,363,675	51,304	1,419,398
	3"	93.97	-	13.35		4	10,066	4,511	-	134,415	5,210	144,135
	4"	131.53	-	13.35		18	165,687	28,095	-	2,212,523	84,023	2,324,641
	6"	244.28	-	13.35		16	421,419	46,901	-	5,627,466	212,789	5,887,155
	8"	357.00	-	13.35		6	230,016	25,704	-	3,071,543	116,147	3,213,393
	10"	488.55	-	13.35		1	96,428	5,863	-	1,287,665.18	48,507	1,342,035.08
	12"	582.46	-	13.35		-	-	-	-	-	-	-
						56	**1,029,269**	**$ 117,116**	**$ -**	**$ 13,744,441**	**$ 519,808**	**$ 14,381,365**
G	**Golf**						-					
	3/4"	22.56	-	13.35		8	117	$ 2,166	$ -	$ 1,566	$ 140	$ 3,871
	1"	26.32	-	13.35		-	-	-	-	-	-	-
	1 1/2"	41.31	-	13.35		3	1,946	1,487	-	25,980	1,030	28,497
	2"	52.61	-	13.35		2	519	1,136	-	6,927	302	8,366
	3"	93.97	-	13.35		-	-	-	-	-	-	-
	4"	131.53	-	13.35		2	1,302	3,157	-	17,389	770	21,316
	6"	244.28	-	13.35		1	2,199	2,931	-	29,363	1,211	33,505
	8"	357.00	-	13.35		-	-	-	-	-	-	-
	10"	488.55	-	13.35		-	-	-	-	-	-	-
	12"	582.46	-	13.35		-	-	-	-	-	-	-
						16	**6,083**	**$ 10,877**	**$ -**	**$ 81,225**	**$ 3,454**	**$ 95,556**
A	**Agriculture**						-					
	3/4"	21.80	-	4.28		270	21,738	$ 70,522	$ -	$ 93,142	$ 6,137	$ 169,801
	1"	25.43	-	4.28		36	8,176	10,985	-	35,032	1,726	47,743
	1 1/2"	39.92	-	4.28		26	17,234	12,358	-	73,845	3,233	89,435
	2"	50.84	-	4.28		11	6,962	6,710	-	29,830	1,370	37,910
	3"	90.80	-	4.28		-	-	-	-	-	-	-
	4"	127.09	-	4.28		-	-	-	-	-	-	-
	6"	236.02	-	4.28		-	-	-	-	-	-	-
	8"	344.93	-	4.28		-	-	-	-	-	-	-
	10"	472.02	-	4.28		-	-	-	-	-	-	-
	12"	562.76	-	4.28		-	-	-	-	-	-	-
						342	**54,109**	**$ 100,575**	**$ -**	**$ 231,848**	**$ 12,466**	**$ 344,889**
I	**Irrigation**						-					
	3/4"	22.56	-	4.44		15	677	$ 4,060	$ -	$ 3,008	$ 265	$ 7,334
	1"	26.32	-	4.44		8	1,453	2,464	-	6,451	334	9,249
	1 1/2"	41.31	-	4.44		2	2,170	991	-	9,636	399	11,026
	2"	52.61	-	4.44		7	5,846	4,420	-	25,960	1,139	31,519
	3"	93.97	-	4.44		-	-	-	-	-	-	-
	4"	131.53	-	4.44		-	-	-	-	-	-	-
	6"	244.28	-	4.44		-	-	-	-	-	-	-
	8"	357.00	-	4.44		-	-	-	-	-	-	-
	10"	488.55	-	4.44		-	-	-	-	-	-	-
	12"	582.46	-	4.44		-	-	-	-	-	-	-
						32	**10,146**	**$ 11,935**	**$ -**	**$ 45,055**	**$ 2,137**	**$ 59,127**
							-					
							-					
						42,092	**6,003,001**	**$ 12,148,157**	**$ 5,440,809**	**$ 51,328,956**	**$ 2,380,392**	**$ 71,298,313**

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SCHEDULE J2
WASTEWATER REVENUE
FY 2018 (PROJECTION)

Customer Class	Basic Rate	Consumption Rate	Customers	Consumption (Kgal)	Basic Revenues	Revenues	Legislative Surcharge	Total Revenues
Residential	$ 27.54		26,657	1,944,043	$ 8,809,473			$ 8,809,473
Commercial 1		$ 7.36	1,767	466,989		3,438,533	128,945	3,567,478
Commercial 2 & Hotel		$ 17.93	61	751,256		13,469,725	505,115	13,974,840
Commercial 3		$ 24.87	251	152,751		3,798,362	142,439	3,940,800
Navy/Airforce		$ 10.52	11	552,044		5,810,150	217,881	6,028,031
Government		$ 10.52	237	324,267		3,412,845	127,982	3,540,827
Totals at Current Rates			**28,985**	**4,191,350**	**$ 8,809,473**	**$ 29,929,615**	**$ 1,122,361**	**$ 39,861,449**

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SCHEDULE J1
WATER REVENUE
FY 2017 (Annualized) *

	CUSTOMER CLASS	METER SIZE	BASIC RATE	LIFELINE RATE < 5k GALLON	NON-LIFELINE RATE > 5K GALLON	Δ	NO. OF CUSTOMERS	TOTAL CONSUMPTION (Kgal)	BASIC REVENUES	LIFELINE REVENUES	NON-LIFELINE REVENUES	LEGISLATIVE SURCHARGE	TOTAL REVENUES
R	**Residential**												
		3/4"	21.69	3.01	10.32		38,067	2,973,229	$ 9,908,131	$ 4,973,187	$ 13,632,792	$ 882,785	$ 29,396,894
		1"	25.31	3.01	10.32		328	38,625	99,620	43,725	248,698	13,062	405,106
		1 1/2"	39.72	3.01	10.32		101	46,101	48,331	15,609	422,244	17,647	503,830
		2"	50.59	3.01	10.32		28	30,219	16,998	4,422	296,704	11,764	329,888
		3"	90.36	3.01	10.32		9	29,390	9,759	1,424	298,428	11,557	321,168
		4"	126.47	3.01	10.32		14	73,566	20,943	2,420	750,908	28,944	803,216
		6"	234.88	3.01	10.32		11	58,278	31,004	1,987	594,622	23,461	651,074
		8"	343.27	3.01	10.32		1	2,202	4,119	181	22,108	984	27,391
		10"	469.76	3.01	10.32		-	-	-	-	-	-	-
		12"	560.06	3.01	10.32		-	-	-	-	-	-	-
							38,559	**3,251,612**	**$ 10,138,906**	**$ 5,042,954**	**$ 16,266,504**	**$ 990,203**	**$ 32,438,567**
C	**Commercial**							-					
								-					
		3/4"	21.69	-	12.84		1,737	119,379	$ 452,002	$ -	$ 1,532,826	$ 74,431	$ 2,059,259
		1"	25.31	-	12.84		325	81,714	98,830	-	1,049,212	43,052	1,191,094
		1 1/2"	39.72	-	12.84		328	180,064	156,529	-	2,312,017	92,570	2,561,116
		2"	50.59	-	12.84		159	189,442	96,647	-	2,432,439	94,841	2,623,927
		3"	90.36	-	12.84		33	92,426	35,349	-	1,186,747	45,829	1,267,924
		4"	126.47	-	12.84		54	136,492	81,953	-	1,752,557	68,794	1,903,304
		6"	234.88	-	12.84		36	63,035	102,032	-	809,365	34,177	945,574
		8"	343.27	-	12.84		5	47,637	20,596	-	611,664	23,710	655,970
		10"	469.76	-	12.84		2	11,557	11,274	-	148,397.53	5,988	165,659.46
		12"	560.06	-	12.84		-	-	-	-	-	-	-
							2,679	**921,746**	**$ 1,055,212**	**$ -**	**$ 11,835,223**	**$ 483,391**	**$ 13,373,827**
F	**Federal**							-					
		3/4"	21.69	-	12.84		5	1,435	$ 1,406	$ -	$ 18,423	$ 744	$ 20,572
		1"	25.31	-	12.84		3	159	1,033	-	2,043	115	3,191
		1 1/2"	39.72	-	12.84		1	42	477	-	534	38	1,049
		2"	50.59	-	12.84		3	423	1,821	-	5,434	272	7,527
		3"	90.36	-	12.84		1	300	1,084	-	3,858	185	5,128
		4"	126.47	-	12.84		-	-	-	-	-	-	-
		6"	234.88	-	12.84		-	-	-	-	-	-	-
		8"	343.27	-	12.84		-	-	-	-	-	-	-
		10"	469.76	-	12.84		-	-	-	-	-	-	-
		12"	560.06	-	12.84		-	-	-	-	-	-	-
							14	**2,359**	**$ 5,820**	**$ -**	**$ 30,292**	**$ 1,354**	**$ 37,467**
G	**Government**							-					
		3/4"	21.69	-	12.84		160	21,295	$ 41,645	$ -	$ 273,422	$ 11,815	$ 326,882
		1"	25.31	-	12.84		39	11,395	11,906	-	146,315	5,933	164,154
		1 1/2"	39.72	-	12.84		75	18,374	35,653	-	235,925	10,184	281,761
		2"	50.59	-	12.84		44	72,477	26,833	-	930,605	35,904	993,342
		3"	90.36	-	12.84		30	73,218	32,096	-	940,119	36,458	1,008,673
		4"	126.47	-	12.84		28	121,816	41,887	-	1,564,117	60,225	1,666,229
		6"	234.88	-	12.84		13	54,040	36,078	-	693,876	27,373	757,327
		8"	343.27	-	12.84		3	65,155	12,358	-	836,593	31,836	880,786
		10"	469.76	-	12.84		2	18,131	11,274	-	232,805.64	9,153	253,232.87
		12"	560.06	-	12.84		-	-	-	-	-	-	-
							393	**455,902**	**$ 249,728**	**$ -**	**$ 5,853,778**	**$ 228,881**	**$ 6,332,388**
H	**Hotel**							-					
		3/4"	21.69	-	12.84		-	-	$ -			$ -	$ -
		1"	25.31	-	12.84		2	830	607	-	10,663	423	11,693
		1 1/2"	39.72	-	12.84		2	2,680	953	-	34,410	1,326	36,689
		2"	50.59	-	12.84		7	102,120	4,250	-	1,311,226	49,330	1,364,806
		3"	90.36	-	12.84		4	10,066	4,337	-	129,245	5,009	138,592
		4"	126.47	-	12.84		18	165,687	27,014	-	2,127,426	80,791	2,235,231
		6"	234.88	-	12.84		16	420,128	45,097	-	5,394,442	203,983	5,643,521
		8"	343.27	-	12.84		6	229,945	24,715	-	2,952,496	111,645	3,088,857
		10"	469.76	-	12.84		1	96,428	5,637	-	1,238,139.60	46,642	1,290,418.35
		12"	560.06	-	12.84		-	-	-	-	-	-	-
							56	**1,027,885**	**$ 112,611**	**$ -**	**$ 13,198,047**	**$ 499,150**	**$ 13,809,808**
G	**Golf**							-					
		3/4"	21.69	-	12.84		8	116	$ 2,082	$ -	$ 1,488	$ 134	$ 3,704
		1"	25.31	-	12.84		-	-	-	-	-	-	-
		1 1/2"	39.72	-	12.84		3	1,821	1,430	-	23,382	930	25,743
		2"	50.59	-	12.84		2	519	1,093	-	6,658	291	8,042
		3"	90.36	-	12.84		-	-	-	-	-	-	-
		4"	126.47	-	12.84		2	1,302	3,035	-	16,721	741	20,497
		6"	234.88	-	12.84		1	2,199	2,819	-	28,234	1,164	32,217
		8"	343.27	-	12.84		-	-	-	-	-	-	-
		10"	469.76	-	12.84		-	-	-	-	-	-	-
		12"	560.06	-	12.84		-	-	-	-	-	-	-
							16	**5,957**	**$ 10,459**	**$ -**	**$ 76,483**	**$ 3,260**	**$ 90,202**
A	**Agriculture**							-					
								-					
		3/4"	20.96	-	4.12		270	18,275	$ 67,810	$ -	$ 75,291	$ 5,366	$ 148,467
		1"	24.45	-	4.12		36	7,597	10,562	-	31,298	1,570	43,430
		1 1/2"	38.38	-	4.12		26	16,700	11,882	-	68,803	3,026	83,711
		2"	48.88	-	4.12		11	6,871	6,452	-	28,309	1,304	36,065
		3"	87.31	-	4.12		-	-	-	-	-	-	-
		4"	122.20	-	4.12		-	-	-	-	-	-	-
		6"	226.94	-	4.12		-	-	-	-	-	-	-
		8"	331.66	-	4.12		-	-	-	-	-	-	-
		10"	453.87	-	4.12		-	-	-	-	-	-	-
		12"	541.12	-	4.12		-	-	-	-	-	-	-
							342	**49,442**	**$ 96,707**	**$ -**	**$ 203,701**	**$ 11,265**	**$ 311,673**
I	**Irrigation**							-					
		3/4"	21.69	-	4.27		15	561	$ 3,904	$ -	$ 2,394	$ 236	$ 6,535
		1"	25.31	-	4.27		8	1,164	2,369	-	4,971	275	7,616
		1 1/2"	39.72	-	4.27		2	1,626	953	-	6,945	296	8,194
		2"	50.59	-	4.27		7	5,846	4,250	-	24,962	1,095	30,307
		3"	90.36	-	4.27		-	-	-	-	-	-	-
		4"	126.47	-	4.27		-	-	-	-	-	-	-
		6"	234.88	-	4.27		-	-	-	-	-	-	-
		8"	343.27	-	4.27		-	-	-	-	-	-	-
		10"	469.76	-	4.27		-	-	-	-	-	-	-
		12"	560.06	-	4.27		-	-	-	-	-	-	-
							32	**9,197**	**$ 11,476**	**$ -**	**$ 39,272**	**$ 1,903**	**$ 52,651**
							42,092	**5,724,100**	**$ 11,680,920**	**$ 5,042,954**	**$ 47,503,301**	**$ 2,219,408**	**$ 66,446,583**

* FY2017 annualized based on 5-mos actual revenue (ending February 28, 2017)

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
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SCHEDULE J2
WASTEWATER REVENUE
FY2017 (Annualized) *

Customer Class	Basic Rate	Consumption Rate	Customers	Consumption (Kgal)	Basic Revenues	Revenues	Legislative Surcharge	Total Revenues
Residential	$ 27.54		26,657	1,894,327	$ 8,809,473			$ 8,809,473
Commercial 1		$ 7.08	1,767	458,835		3,248,552	121,821	3,370,373
Commercial 2 & Hotel		$ 17.24	61	746,274		12,865,771	482,466	13,348,238
Commercial 3		$ 23.91	251	149,955		3,585,414	134,453	3,719,867
Navy/Airforce		$ 10.12	11	552,044		5,586,683	209,501	5,796,184
Government		$ 10.12	237	321,280		3,251,356	121,926	3,373,282
Totals at Current Rates			**28,985**	**4,122,715**	**$ 8,809,473**	**$ 28,537,776**	**$ 1,070,167**	**$ 38,417,416**

* FY2017 annualized based on 5-mos actual revenue (ending February 28, 2017)

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SCHEDULE J1
WATER REVENUE
FY 2016 (Audited)

CUSTOMER CLASS		METER SIZE	BASIC RATE	LIFELINE RATE < 5k GALLON	NON-LIFELINE RATE > 5K GALLON	Δ	NO. OF CUSTOMERS	TOTAL CONSUMPTION (Kgal)	BASIC REVENUES	LIFELINE REVENUES	NON-LIFFELINE REVENUES	LEGISLATIVE SURCHARGE	TOTAL REVENUES
R	**Residential**												
		3/4"	20.96	2.91	9.97		37,775	3,131,442	$ 9,501,273	$ 4,715,865	$ 13,991,281	$ 787,193	$ 28,995,612
		1"	24.45	2.91	9.97		332	43,255	97,287	44,329	279,376	12,242	433,233
		1 1/2"	38.38	2.91	9.97		99	48,945	45,442	15,377	435,299	15,624	511,742
		2"	48.88	2.91	9.97		28	34,954	16,277	4,172	334,199	11,390	366,039
		3"	87.31	2.91	9.97		9	42,034	9,429	1,416	414,228	13,769	438,842
		4"	122.20	2.91	9.97		13	67,661	19,552	2,200	667,043	22,314	711,109
		6"	226.94	2.91	9.97		10	58,533	27,460	1,761	577,547	19,663	626,430
		8"	331.66	2.91	9.97		1	2,865	3,980	175	27,961	1,038	33,153
		10"	453.87	2.91	9.97		-	-	-	-	-	-	-
		12"	541.12	2.91	9.97		-	-	-	-	-	-	-
							38,267	**3,429,689**	**$ 9,720,699**	**$ 4,785,293**	**$ 16,726,934**	**$ 883,233**	**$ 32,116,160**
C	**Commercial**												
		3/4"	20.96	-	12.41		1,686	121,968	$ 424,042	$ -	$ 1,513,619	$ 62,974	$ 2,000,635
		1"	24.45	-	12.41		329	75,849	96,406	-	941,287	33,725	1,071,419
		1 1/2"	38.38	-	12.41		329	171,169	151,447	-	2,124,212	73,959	2,349,618
		2"	48.88	-	12.41		159	215,360	93,116	-	2,672,618	89,886	2,855,621
		3"	87.31	-	12.41		33	100,665	35,011	-	1,249,247	41,738	1,325,996
		4"	122.20	-	12.41		53	164,043	77,353	-	2,035,771	68,677	2,181,800
		6"	226.94	-	12.41		35	101,602	95,315	-	1,260,885	44,076	1,400,276
		8"	331.66	-	12.41		5	52,284	18,241	-	648,848	21,680	688,770
		10"	453.87	-	12.41		2	19,950	10,892.88	-	247,573.30	8,400	266,866.33
		12"	541.12	-	12.41		-	-	-	-	-	-	-
							2,630	**1,022,890**	**$ 1,001,825**	**$ -**	**$ 12,694,060**	**$ 445,116**	**$ 14,141,001**
F	**Federal**												
		3/4"	20.96	-	12.41		4	109	$ 1,006	$ -	$ 1,353	$ 77	$ 2,436
		1"	24.45	-	12.41		4	177	1,174	-	2,194	109	3,477
		1 1/2"	38.38	-	12.41		1	74	461	-	919	45	1,425
		2"	48.88	-	12.41		3	565	1,760	-	7,005	285	9,050
		3"	87.31	-	12.41		1	255	1,048	-	3,167	137	4,352
		4"	122.20	-	12.41		-	-	-	-	-	-	-
		6"	226.94	-	12.41		-	-	-	-	-	-	-
		8"	331.66	-	12.41		-	-	-	-	-	-	-
		10"	453.87	-	12.41		-	-	-	-	-	-	-
		12"	541.12	-	12.41		-	-	-	-	-	-	-
							13	**1,180**	**$ 5,448**	**$ -**	**$ 14,639**	**$ 653**	**$ 20,739**
G	**Government**												
		3/4"	20.96	-	12.41		160	12,754	$ 40,348	$ -	$ 158,278	$ 6,455	$ 205,082
		1"	24.45	-	12.41		40	9,278	11,614	-	115,138	4,119	130,872
		1 1/2"	38.38	-	12.41		76	38,978	35,003	-	483,713	16,858	535,574
		2"	48.88	-	12.41		37	50,702	21,800	-	629,212	21,158	672,170
		3"	87.31	-	12.41		32	88,584	33,178	-	1,099,333	36,807	1,169,317
		4"	122.20	-	12.41		29	110,879	43,137	-	1,376,005	46,122	1,465,264
		6"	226.94	-	12.41		17	97,417	46,296	-	1,208,942	40,795	1,296,033
		8"	331.66	-	12.41		4	50,271	16,251	-	623,862	20,804	660,917
		10"	453.87	-	12.41		2	16,503	10,439.01	-	204,803.52	6,995	222,237.92
		12"	541.12	-	12.41		-	-	-	-	-	-	-
							397	**475,366**	**$ 258,065**	**$ -**	**$ 5,899,287**	**$ 200,114**	**$ 6,357,466**
H	**Hotel**												
		3/4"	20.96	-	12.41		-	(3,438)	$ -			$ -	$ -
		1"	24.45	-	12.41		1	301	416	-	3,738	135	4,288
		1 1/2"	38.38	-	12.41		2	1,859	921	-	23,071	780	24,772
		2"	48.88	-	12.41		7	81,070	3,959	-	1,006,077	32,826	1,042,862
		3"	87.31	-	12.41		4	15,778	4,104	-	195,799	6,497	206,400
		4"	122.20	-	12.41		18	147,604	26,029	-	1,831,771	60,378	1,918,178
		6"	226.94	-	12.41		16	384,980	43,572	-	4,777,599	156,688	4,977,860
		8"	331.66	-	12.41		6	271,465	23,880	-	3,368,877	110,265	3,503,021
		10"	453.87	-	12.41		1	108,468	5,446.44	-	1,346,089.12	43,925	1,395,460.47
		12"	541.12	-	12.41		-	-	-	-	-	-	-
							55	**1,008,087**	**$ 108,327**	**$ -**	**$ 12,553,020**	**$ 411,494**	**$ 13,072,841**
G	**Golf**												
		3/4"	20.96	-	12.41		8	230	$ 1,970	$ -	$ 2,855	$ 157	$ 4,982
		1"	24.45	-	12.41		-	-	-	-	-	-	-
		1 1/2"	38.38	-	12.41		3	2,370	1,267	-	29,406	997	31,669
		2"	48.88	-	12.41		2	697	1,026	-	8,648	314	9,989
		3"	87.31	-	12.41		0	-	349	-	-	11	361
		4"	122.20	-	12.41		2	821	2,444	-	10,192	411	13,046
		6"	226.94	-	12.41		1	2,652	2,723	-	32,916	1,158	36,798
		8"	331.66	-	12.41		-	-	-	-	-	-	-
		10"	453.87	-	12.41		-	-	-	-	-	-	-
		12"	541.12	-	12.41		-	-	-	-	-	-	-
							15	**6,770**	**$ 9,780**	**$ -**	**$ 84,017**	**$ 3,048**	**$ 96,845**
A	**Agriculture**												
		3/4"	20.96	-	4.12		272	25,993	$ 68,372	$ -	$ 107,092	$ 5,703	$ 181,166
		1"	24.45	-	4.12		40	22,423	11,760	-	92,381	3,385	107,526
		1 1/2"	38.38	-	4.12		25	26,671	11,514	-	109,883	3,945	125,342
		2"	48.88	-	4.12		9	3,542	5,084	-	14,591	639	20,314
		3"	87.31	-	4.12		-	-	-	-	-	-	-
		4"	122.20	-	4.12		-	-	-	-	-	-	-
		6"	226.94	-	4.12		-	-	-	-	-	-	-
		8"	331.66	-	4.12		-	-	-	-	-	-	-
		10"	453.87	-	4.12		-	-	-	-	-	-	-
		12"	541.12	-	4.12		-	-	-	-	-	-	-
							346	**78,628**	**$ 96,729**	**$ -**	**$ 323,947**	**$ 13,672**	**$ 434,349**
I	**Irrigation**												
		3/4"	20.96	-	4.12		16	799	$ 3,940	$ -	$ 3,290	$ 235	$ 7,466
		1"	24.45	-	4.12		9	2,681	2,592	-	11,046	443	14,081
		1 1/2"	38.38	-	4.12		2	2,802	921	-	11,542	405	12,869
		2"	48.88	-	4.12		6	5,070	3,422	-	20,889	790	25,100
		3"	87.31	-	4.12		-	-	-	-	-	-	-
		4"	122.20	-	4.12		-	-	-	-	-	-	-
		6"	226.94	-	4.12		-	-	-	-	-	-	-
		8"	331.66	-	4.12		-	-	-	-	-	-	-
		10"	453.87	-	4.12		-	-	-	-	-	-	-
		12"	541.12	-	4.12		-	-	-	-	-	-	-
							32	**11,351**	**$ 10,875**	**$ -**	**$ 46,768**	**$ 1,873**	**$ 59,516**
							41,755	**6,033,960**	**$ 11,211,748**	**$ 4,785,293**	**$ 48,342,672**	**$ 1,959,204**	**$ 66,298,918**

GUAM WATERWORKS AUTHORITY
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SCHEDULE J2
WASTEWATER REVENUE
FY2016 (Audited)

Customer Class	Basic Rate	Consumption Rate	Customers	Consumption (Kgal)	Basic Revenues	Revenues	Legislative Surcharge	Total Revenues
Residential	$ 26.61		26,473	2,008,350	$ 8,547,777			$ 8,547,777
Commercial 1		$ 6.84	1,747	478,280		3,271,435	113,310	3,384,745
Commercial 2 & Hotel		$ 16.66	61	758,600		12,638,281	410,744	13,049,025
Commercial 3		$ 23.10	234	155,234		3,585,904	116,542	3,702,446
Navy/Airforce		$ 9.77	11	614,008		5,998,854	194,963	6,193,817
Government		$ 9.77	241	326,154		3,186,529	103,562	3,290,091
Totals at Current Rates			**28,766**	**4,340,626**	**$ 8,547,777**	**$ 28,681,003**	**$ 939,121**	**$ 38,167,901**

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SCHEDULE L
CIP and Proposed Funding Source(s)

Project Number	Project Name	2013 Revenue Bonds	2016 Revenue Bonds	2018 Revenue Bonds	Total
WATER TREATMENT					**$ 18,690,000**
PW 05-11	Implement Ground Water Rule	1,000,000			1,000,000
PW 05-13	Deep Well Rehabilitation	200,000	250,000	350,000	800,000
PW 05-14	New Deep Wells at Down Hard	810,000	1,190,000	1,100,000	3,100,000
PW 09-01	Ugum Water Treatment Plant Intake	982,000	18,000		1,000,000
PW 09-02	Water Wells	4,200,000	2,500,000	1,000,000	7,700,000
PW 11-02	Ugum Water Treatment Plant Reservoir	90,000		5,000,000	5,090,000
WATER DISTRIBUTION					**53,602,000**
PW 05-03	SantaRitaSprings Booster Pump Rehab Phase II	100,000			100,000
PW 05-05	"A" Series Well Transmission Line	400,000			400,000
PW 05-06	Water Booster Pump Station	1,861,000	4,139,000	1,000,000	7,000,000
PW 05-07	Meter Replacement Program	999,000	4,501,000		5,500,000
PW 05-08	Barrigada Tank Repair/Replacement	4,987,000	1,013,000	4,000,000	10,000,000
PW 05-09	Leak Detection Line Replacement	20,000	1,180,000		1,200,000
PW 05-10	Potable Water System Planning	624,000	2,276,000		2,900,000
PW 05-16	Master Meters	784,000	3,616,000		4,400,000
PW 09-03	Water Distribution System Pipe Replacement and	11,151,000	49,000	7,800,000	19,000,000
PW 09-04	Pressure Zone Realignment / Development 2005	431,000	1,141,000		1,572,000
PW 09-08	Mechanical/Electrical Equipment	430,000	100,000		530,000
PW 12-01	Water Audit Program & Water Loss Control Plan	-	1,000,000		1,000,000
PW 14-01	Fire hydrant replacemen program		2,000,000		
WATER STORAGE					**114,408,947**
PW 09-10	Water Reservoir Internal/External	-	800,000		800,000
PW 09-11	Water System Reservoirs 2005 Improvements	13,878,000	28,350,000	42,396,000	84,624,000
PW 12-04	Agana Heights & Chaot Tanks	3,280,000	1,220,000		4,500,000
PW 12-05	Tank Major Repair Yigo #1, Mangilao #2, Astumbo	11,605,000	1,895,000	500,000	14,000,000
PW 12-06	Tank Replacement Piti & Hyundai	-	7,409,830	2,590,000	9,999,830
PW 12-07	Assessment of Malojloj Elevated & Yigo Elevated	485,117			485,117
LIFT STATION UPGRADES					
					-
WASTEWATER COLLECTION					**9,050,000**
WW 05-04	Wastewater System Planning	651,000	349,000	1,000,000	2,000,000
WW 09-01	LS Priority 1 Upgrades	946,000	2,404,000		3,350,000
WW 09-06	Wastewater Collection System Repl/	780,000	2,920,000	100,000	3,700,000
					-
WASTEWATER TREATMENT					**124,515,053**
WW 11-03	Baza Gardens STP Replacement	3,114,883	29,400,170		32,515,053
WW 11-04	Facilities Plan/Design for Umatac-Merizo WWTP	473,000	527,000		1,000,000
WW 11-08	Agat/Santa Rita STP Replacement	67,200,000	3,000,000		70,200,000
WW 12-03	Agana WWTP Interim Measures	673,000	827,000		
WW 12-07	Umatac Merizo STP Replacement	-	20,800,000		20,800,000
ELECTRICAL AND SCADA					**12,516,000**
EE 09-01	Wastewater Pumping Station Electrical Upgrade	620,000	100,000		720,000
EE 09-02	Electrical Upgrade - Water Wells	1,500,000	650,000	96,000	2,246,000
EE 09-03	Electrical Upgrade - Water Booster	2,000	323,000		325,000
EE 09-04	Electrical Upgrade -Water Booster	200,000		150,000	350,000
EE 09-05	Electrical Upgrade - Other Water	150,000		100,000	250,000
EE 09-07	SCADA Improvements – Phase 2			43,000	
EE 09-08	SCADA Improvements – Phase 3	923,000	1,177,000	25,000	2,125,000
EE 09-09	SCADA Improvements – Phase 4	-	6,500,000		6,500,000
FACILITIES AND EQUIPMENT					**9,669,460**
MC 05-01	Laboratory Modernization	1,173,000	1,127,000		2,300,000
MC 05-02	Land Survey	2,000	1,998,000		2,000,000
MC 09-01	General Plant Improvements / Water	2,600,000	2,769,460		5,369,460
MC 15-01	Information Technology Intergration		500,000		
	GRAND TOTAL	**$ 139,325,000**	**$ 140,019,460**	**$ 67,250,000**	**$ 346,594,460**

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Schedule M
2010 SERIES REVENUE BOND
DEBT SERVICE

Date		11/23/2010
Avg. Coupon Rate (%)		5.50%
Sources		
Bonds @ Par	$	118,825,000
Net Original Issue Discount		(2,420,409)
Total Sources	$	116,404,591
Uses		
Construction Fund	$	87,359,334
Debt Service Reserve		7,566,538
Capitalized Interest		18,607,942
Cost of Issuance/Underwriter's Disc		1,514,481
Underwriter Discount		1,356,296
Total Uses	$	116,404,591

FY Ending September 30	Principal	Interest	Total Debt Service	CAPi
2011	$ -	$ 5,575,142	$ 5,575,142	$ 3,946,042
2012	-	6,516,400	6,516,400	6,516,400
2013	-	6,516,400	6,516,400	6,516,400
2014	-	6,516,400	6,516,400	1,629,100
2015	1,055,000	6,516,400	7,571,400	
2016	1,590,000	6,474,200	8,064,200	
2017	1,655,000	6,410,600	8,065,600	
2018	1,725,000	6,340,263	8,065,263	
2019	1,800,000	6,262,638	8,062,638	
2020	$ 1,895,000	$ 6,172,638	$ 8,067,638	

Source: Citigroup Post Pricing Report, November 2010

TIC- 5.81%

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Schedule N
2013 SERIES REVENUE BOND
DEBT SERVICE

Date	12/12/2013	(FY2014)
Avg. Coupon Rate (%)	5.44%	
Term (years)	30	
Underwriter Discount	1%	
Cost of Issuance	1%	
OID	1%	
Premium	0%	
Capitalized Interest (years)	2	
Annual Debt Service	$12,147,411	

Sources		
Bonds @ Par	$ 172,630,000	
Premium	$ -	
Net Original Issue Discount	(1,532,983)	
Total Sources	$ 171,097,017	
Uses		
Debt Service Reserve	($12,031,688)	
Capitalized Interest	(16,822,959)	(a)
Cost of Issuance	(1,699,457)	
Underwriter Discount	(1,261,952)	
Total Deposit to Construction Fund	$ 139,280,961	

FY Ending September 30	Principal	Interest	Total Debt Service	CAPi	
2014	-	$ 7,476,871	$ 7,476,871	$ 7,476,871	
2015	-	9,331,688	$ 9,331,688	16,808,558	(a)
2016	-	9,331,688			
2017	-	9,331,688			
2018	-	9,331,688			
2019	-	9,331,688			
2020	-	9,331,688			
2021	$ 2,685,000	$ 9,260,944	$ 11,945,944		

TIC-5.56%

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Schedule O
2016 SERIES REVENUE BOND
DEBT SERVICE

Date	2/24/2016 (FY2016)
Avg. Coupon Rate (%)	5.50%
Term (years)	30
Underwriter Discount	1%
Cost of Issuance	1%
OID	0%
Premium	0%
Capitalized Interest (years)	2
Annual Debt Service	$7,582,725

Sources	
Bonds @ Par	$ 143,310,000
Premium	$ 18,224,842
Net Original Issue Discount	-
Total Sources	$ 161,534,842
Uses	
Debt Service Reserve	(7,582,725)
Capitalized Interest	(11,464,800)
Cost of Issuance	(1,297,820)
Underwriter Discount	(1,170,034)
Total Deposit to Construction Fund	$ 140,019,463

FY Ending September 30	Principal	Interest	Total Debt Service	CAPi
2016	$ -	$ 7,882,050	$ 7,882,050	$ 7,882,050
2017	-	7,882,050	7,882,050	7,882,050
2018	2,266,362	7,855,566	10,121,928	
2019	2,391,011	7,726,836	10,117,848	
2020	2,522,517	7,595,032	10,117,549	
2021	2,661,256	7,455,878	10,117,134	
2022	2,807,625	7,308,966	10,116,591	
2023	2,962,044	7,153,863	10,115,907	
2024	3,124,956	6,990,112	10,115,068	
2025	$ 3,296,829	$ 6,817,230	$ 10,114,059	

TIC- 4.21%

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Schedule P
2018 SERIES REVENUE BOND
DEBT SERVICE

Date	10/1/2017	(FY2018)
Avg. Coupon Rate (%)	5.50%	
Term (years)	30	
Underwriter Discount	1%	
Cost of Issuance	1%	
OID	0%	
Premium	0%	
Capitalized Interest (years)	2	
Annual Debt Service	$6,405,162	

Sources		
Bonds @ Par	$ 90,450,000	
Premium	$ -	
Net Original Issue Discount	-	
Total Sources	$ 90,450,000	
Uses		
Debt Service Reserve	($6,405,162)	
Capitalized Interest	(9,949,500)	
Cost of Issuance	(904,500)	
Underwriter Discount	(904,500)	
Total Deposit to Construction Fund	$ 72,286,338	$ 72,286,338

FY Ending September 30	Principal	Interest	Total Debt Service	CAPi
2018	$ -	$ 4,974,750	$ 4,974,750	$ 4,974,750
2019	-	4,974,750	4,974,750	4,974,750
2020	1,430,412	4,958,035	6,388,447	
2021	1,509,085	4,876,787	6,385,872	
2022	1,592,085	4,793,599	6,385,684	
2023	1,679,649	4,705,772	6,385,422	
2024	1,772,030	4,613,049	6,385,079	
2025	1,869,492	4,515,155	6,384,647	
2026	1,972,314	4,411,804	6,384,118	
2027	$ 2,080,791	$ 4,302,690	$ 6,383,481	

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Schedule Q
Bank of Guam $30 million Short Term Debt
DEBT SERVICE

Principal
Int. %
Date
Term
Annual debt service

Date	Payment	Interest	Principal	Balance		
7/15/2015	$284,789.76	65,625.00	219164.7577	$15,000,000		
8/15/2015	$284,789.76	$65,625.00	$219,164.76	$14,780,835		
9/15/2015	$284,789.76	$64,666.15	$220,123.60	$14,560,712		$854,369
10/15/2015	$284,789.76	$63,703.11	$221,086.64	$14,339,625	FY2016	
11/15/2015	$284,789.76	$62,735.86	$222,053.90	$14,117,571		
12/15/2015	$284,789.76	$61,764.37	$223,025.38	$13,894,546		
1/15/2016	$284,789.76	$60,788.64	$224,001.12	$13,670,545		
2/15/2016	$284,789.76	$59,808.63	$224,981.13	$13,445,563		
3/15/2016	$284,789.76	$58,824.34	$225,965.42	$13,219,598		
4/15/2016	$284,789.76	$57,835.74	$226,954.02	$12,992,644		
5/15/2016	$284,789.76	$56,842.82	$227,946.94	$12,764,697		
6/15/2016	$284,789.76	$55,845.55	$228,944.21	$12,535,753		
7/15/2016	$284,789.76	$54,843.92	$229,945.84	$12,305,807		
8/15/2016	$284,789.76	$53,837.91	$230,951.85	$12,074,855		
9/15/2016	$284,789.76	$52,827.49	$231,962.27	$11,842,893		$ 3,417,477
10/15/2016	$284,789.76	$51,812.66	$232,977.10	$11,609,916	FY2017	
11/15/2016	$284,789.76	$50,793.38	$233,996.38	$11,375,919		
12/15/2016	$284,789.76	$49,769.65	$235,020.11	$11,140,899		
1/15/2017	$284,789.76	$48,741.43	$236,048.32	$10,904,851		
2/15/2017	$284,789.76	$47,708.72	$237,081.03	$10,667,770		
3/15/2017	$284,789.76	$46,671.49	$238,118.26	$10,429,652		
4/15/2017	$284,789.76	$45,629.73	$239,160.03	$10,190,492		
5/15/2017	$284,789.76	$44,583.40	$240,206.36	$9,950,285		
6/15/2017	$284,789.76	$43,532.50	$241,257.26	$9,709,028		
7/15/2017	$284,789.76	$42,477.00	$242,312.76	$9,466,715		
8/15/2017	$284,789.76	$41,416.88	$243,372.88	$9,223,342		
9/15/2017	$284,789.76	$40,352.12	$244,437.63	$8,978,905		$ 3,417,477
10/15/2017	$284,789.76	$39,282.71	$245,507.05	$8,733,398	FY2018	
11/15/2017	$284,789.76	$38,208.62	$246,581.14	$8,486,817		
12/15/2017	$284,789.76	$37,129.82	$247,659.93	$8,239,157		
1/15/2018	$284,789.76	$36,046.31	$248,743.45	$7,990,413		
2/15/2018	$284,789.76	$34,958.06	$249,831.70	$7,740,582		
3/15/2018	$284,789.76	$33,865.04	$250,924.71	$7,489,657		
4/15/2018	$284,789.76	$32,767.25	$252,022.51	$7,237,634		
5/15/2018	$284,789.76	$31,664.65	$253,125.11	$6,984,509		
6/15/2018	$284,789.76	$30,557.23	$254,232.53	$6,730,277		
7/15/2018	$284,789.76	$29,444.96	$255,344.80	$6,474,932		
8/15/2018	$284,789.76	$28,327.83	$256,461.93	$6,218,470		
9/15/2018	$284,789.76	$27,205.81	$257,583.95	$5,960,886		$ 3,417,477

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Schedule R
2005 SERIES REFUNDING
DEBT SERVICE

		Tax Exempt	Taxable	
Date		8/7/2014	8/7/2014	FY2014
Avg. Coupon Rate (%)		5%	2.81%	
Sources				
Bonds @ Par	$ 85,600,000	$ 70,000,000	$ 15,600,000	
Premium	5,648,970			
Bond funds on Hand	1,284,067			
Total Sources	$ 92,533,037			
Uses				
Underwriter Discount	759,121			
Cost of Issuance	768,201			
SLGS Purchases	90,996,840			
Other Uses	8,875			
Total Uses	$ 92,533,037			

	Tax Exempt			Taxable			Combined Debt Service		
FY Ending September 30	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Total
2014			$0	$0		$0			
2015		$3,150,000	$3,150,000	$2,900,000	$349,425	$3,249,425	$2,900,000	**$3,499,425**	$6,399,425
2016		$3,500,000	$3,500,000	$3,320,000	$342,430	$3,662,430	$3,320,000	**$3,842,430**	$7,162,430
2017		$3,500,000	$3,500,000	$3,385,000	$280,014	$3,665,014	$3,385,000	**$3,780,014**	$7,165,014
2018		$3,500,000	$3,500,000	$3,475,000	$194,847	$3,669,847	$3,475,000	**$3,694,847**	$7,169,847
2019	$1,100,000	$3,500,000	$4,600,000	$2,520,000	$88,477	$2,608,477	$3,620,000	**$3,588,477**	$7,208,477

		1,555,300			
2015	1,944,125	**3,499,425**		$3,499,425	-
2016	1,921,215				
	1,921,215	**3,842,430**		$3,842,430	-
2017	1,890,007				
	1,890,007	**3,780,014**		$3,780,014	-
2018	1,847,423				
	1,847,423	**3,694,847**		$3,694,847	-

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COMPARATIVE MONTHLY BILL – COMBINED

RESIDENTIAL
Assumptions:
Residential - R1 Customer
5000 gals

		Current FY 2017		Proposed FY2018
Water				
Basic Charge	$	21.69	$	22.56
Water Consumption:				
Lifeline		15.05		15.05
Non-Lifeline				
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		0.80		0.85
Sub-Total Water	$	37.54	$	38.45
Sewer Charge (Fixed)	$	27.54	$	27.54
Surcharge:				
PUC				
Legislative Surcharge (retirement)				
Sub-Total Wastewater	$	27.54	$	27.54
TOTAL BILL	$	65.08	$	65.99
Increase Bill ($)			$	0.91

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COMPARATIVE MONTHLY BILL – COMBINED

RESIDENTIAL
Assumptions:
Residential - R1 Customer
7500 gals

		Current FY 2017		Proposed FY2018
Water				
Basic Charge	$	21.69	$	22.56
Water Consumption:				
Lifeline		15.05		15.05
Non-Lifeline		25.80		26.83
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		1.76		1.85
Sub-Total Water	$	64.30	$	66.29
Sewer Charge (Fixed)	$	27.54	$	27.54
Surcharge:				
PUC				
Legislative Surcharge (retirement)				
Sub-Total Wastewater	$	27.54	$	27.54
TOTAL BILL	$	91.84	$	93.83
Increase Bill ($)			$	1.99

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COMPARATIVE MONTHLY BILL – COMBINED

COMMERCIAL I _ACCOUNT
Assumptions:
Commercial I -C1 Customer - Grocery Store
35,910 gal per month -current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 21.69	$ 22.56
Water Consumption:		
Lifeline		
Non-Lifeline	461.08	479.53
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	17.86	18.83
Sub-Total Water	$ 500.64	$ 520.91
Sewer Charge	$ 203.39	$ 211.53
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	7.53	7.93
Sub-Total Wastewater	$ 210.92	$ 219.46
TOTAL BILL	$ 711.56	$ 740.38
Increase Bill ($)		$ 28.82

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COMPARATIVE MONTHLY BILL – COMBINED

HOTEL ACCOUNT
Assumptions:
Hotel - HA Customer
6,500,000 gal per month - current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 343.27	$ 357.00
Water Consumption:		
Lifeline		
Non-Lifeline	83,460.00	86,798.40
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	3,100.72	3,268.33
Sub-Total Water	$ 86,903.99	$ 90,423.73
Sewer Charge	$ 89,648.00	$ 93,233.92
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	3,316.98	3,496.27
Sub-Total Wastewater	$ 92,964.98	$ 96,730.19
TOTAL BILL	$ 179,868.97	$ 187,153.92
Increase Bill ($)		$ 7,284.95

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COMPARATIVE MONTHLY BILL – COMBINED

GOVERNMENT - G6 ACCOUNT
Assumptions:
Government - G6 Customer-High School
73,000 gal per month - current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 126.47	$ 131.53
Water Consumption:		
Lifeline		
Non-Lifeline	937.32	974.81
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	39.36	41.49
Sub-Total Water	$ 1,103.15	$ 1,147.83
Sewer Charge	$ 591.01	$ 614.65
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	21.87	23.05
Sub-Total Wastewater	$ 612.88	$ 637.70
TOTAL BILL	$ 1,716.03	$ 1,785.53
Increase Bill ($)		$ 69.50

CONSOLIDATED COMMISSION ON UTILITIES
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GPA Resolution 2017-22
GWA Resolution No. 31- FY2017

Relative to Authorizing an Increase of Obligating Authority for the General Managers of Guam Power Authority and Guam Waterworks Authority

What is the project's objective and is it necessary and urgent?

The current obligating authority granted to the General Managers of GPA and GWA by the CCU is limited to $250,000. Any GPA or GWA expenditure above the $250,000 threshold requires the Consolidated Commission on Utilities approval. The Consolidated Commission on Utilities grants approval for expenditures above the $250,000 threshold based on sound justification and prudent governmental and business practices. The current process requires GPA and GWA to return to the CCU for approval of any change orders of any amount approved above the $250,000 threshold.

The objective of the Resolution is for a streamlined approval process by allowing the General Managers of GPA and GWA the authority to obligate their respective agencies, including change orders, up to and including the threshold amount of $750,000.00. The $750,000.00 threshold will not alter or diminish the current statutory requirements of any applicable notification to the Guam Attorney General's office and/or Guam Public Utility Commission approval.

Where is the location?
N/A

How much will it cost?
N/A

When will it be completed?
N/A

What is the funding source?
N/A

CONSOLIDATED COMMISSION ON UTILITIES
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GWA RESOLUTION NO. 31-FY2017
GPA RESOLUTION NO. 2017-22

RELATIVE TO AUTHORIZING AN INCREASE OF OBLIGATING AUTHORITY FOR THE GENERAL MANAGERS OF GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY

WHEREAS, 12 GCA Chapter 79 created the Consolidated Commission on Utilities (CCU) and authorized the Consolidated Commission on Utilities (CCU) to exercise powers vested in them by the laws establishing the Guam Power Authority (GPA) and the Guam Waterworks Authority (GWA); and

WHEREAS, the current obligating authority granted to the General Managers of GPA and GWA by the CCU is limited to $250,000; and

WHEREAS, any GPA or GWA expenditure above the $250,000 threshold requires the Consolidated Commission on Utilities approval; and

WHEREAS, the Consolidated Commission on Utilities grants approval for expenditures above the $250,000 threshold based on sound justification and prudent governmental and business practices; and

WHEREAS, the current process requires GPA and GWA to return to the CCU for approval of any change orders of any amount approved above the $250,000 threshold; and

WHEREAS, the CCU desires to streamline the approval process by allowing the General Managers of GPA and GWA the authority to obligate their respective agencies, including change orders, up to and including the threshold amount of $750,000.00; and

WHEREAS, the $750,000.00 threshold will not alter or diminish the current statutory requirements of any applicable notification to the Guam Attorney General's office and/or Guam Public Utility Commission approval;

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. After careful consideration of existing policies and best practices, the Consolidated Commission on Utilities finds that authorizing the General Managers of GPA and GWA to obligate their agencies up to and including the amount of $750,000.00 is reasonable and prudent.
3. The General Managers of GPA and GWA are hereby authorized an increase in obligating authority up to and including $750,000.00 without further CCU approval.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

_____
JOSEPH T. DUENAS
Chairperson

Attested by:

_____
J. GEORGE BAMBA
Secretary

//

//

//

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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Tel: (671) 300-6846

Issues for Decision

Resolution No. 32-FY2017
Relative to Ratification and Approval of Purchases Under Indefinite Quantity Contract With Badger Meter Inc. for Water Meters of Various Sizes and Accessories.

What is the project's objective and is it necessary and urgent?
This request will be used in purchasing water meters to replace defective meters currently installed island wide. Based on AWWA recommendation Meter Maintenance practice normally meters last 20 years but because of Guam's unique climate conditions and other factors affecting meter performance, GWA meter projection performance will only last for 15 years. Therefore, we need to replace at least 3000 meters annually so that we could maintain our revenue to max. Finance is in agreement and we need to anticipate what locations to target every year.

Where is the location?
GWA customers islandwide.

How much will it cost?
$947,120.46 for the purchases of water meters during the initial contract term of 3 years.

PO Purchases

Badger PO No	PO Amount	PO Date
299095	$35,205.27	2/22/2016
299176	$11,659.70	3/10/2016
299326	$3,001.71	3/30/2016
299501	$102,727.15	5/20/2016
299506	$107.30	5/20/2016
299508	$7,291.20	5/20/2016
299769	$10,722.58	8/12/2016
299861	$14,355.00	9/1/2016
299963	$43,088.30	9/26/2016
300089	$28,710.00	10/24/2016
300312	$49,793.35	12/14/2016
300343	$43,065.00	12/20/2016
300515	$57,420.00	2/7/2017
300583	$14,355.00	3/8/2017

300610	$50,242.50	3/23/2017
TOTAL	**$471,744.06**	
**as of 5/11/2017*		

Additional Purchases

Description	Amount	Qty
Badger MagMeters	$44,726.40	21 large meters various sizes
3/4" meters	$430,650.00	3,000 meters
Total	$475,376.40	

Summary

PO Purchases	$471,744.06
Additional Purchases	$475,376.40
TOTAL	**$947,120.46**

When will it be completed?
The indefinite quantity contract will be in place for an initial term of 3 years and purchases will be ongoing on an as-needed basis over the life of the contract term.

What is the funding source(s)?
Internally Funded Capital Improvement Projects.

CONSOLIDATED COMMISSION ON UTILITIES
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RESOLUTION NO. 32-FY2017

RELATIVE TO RATIFICATION AND APPROVAL OF PURCHASES UNDER INDEFINITE QUANTITY CONTRACT WITH BADGER METER INC. FOR GWA WATER METERS OF VARIOUS SIZES AND ACCESSORIES

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA has advertised by an Invitation for Bid (IFB) 2015-13 soliciting bid proposals from experienced and responsive bidders to provide water meters to replenish Guam Waterworks Authority stock as needed for water meter change outs and new installations; and

WHEREAS, there were two (2) responsive and responsible bidders who offered water meters of various sizes and accessories meeting the requirements of IFB 2015-13; and

WHEREAS, the IFB 2015-13 offers were evaluated by GWA's review committee; and

WHEREAS, GWA's review committee determined that the offer for "All or None Bid for water meters of various sizes and accessories" with an estimated amount of Four Hundred Twenty Seven Thousand Five Hundred Forty Dollars and Two Cents ($427, 540.02) over a three (3) year contract term, made by Badger Meter Inc. is fair and reasonable, and recommended Badger Meter Inc.be awarded the contract [EXHIBIT A]; and

WHEREAS, GWA issued a Notice to Proceed to Badger Meter Inc. on February 23, 2016 at which time Badger Meter Inc. accepted the notice [EXHIBIT B]; and

WHEREAS, GWA Management seeks CCU ratification of procurement related to IFB 2015-13 in the total amount of Two Hundred Twenty One Thousand Seven Hundred Forty Four Dollars and Six Cents ($221,744.06), for purchases in excess of the General Manager's authorized threshold [EXHIBIT C]; and

WHEREAS, GWA Management seeks CCU approval to purchase additional meters under IFB 2015-13 in the amount of Four Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars and Forty Cents ($475,376.40) [EXHIBIT D]; and

WHEREAS, GWA Management seeks CCU approval and ratification of IFB 2015-13 for water meters of various sizes and accessories indefinite quantity bid in the amount of Six Hundred Ninety Seven Thousand One Hundred Twenty Dollars and Forty Six Cents ($697,120.46), which is the sum of purchase orders issued totaling Two Hundred Twenty One Thousand Seven Hundred Forty Four Dollars and Six Cents ($221,744.06) plus additional meters requested at a cost of Four Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars and Forty Cents ($475,376.40); and

WHEREAS, the source of funding for the water meter purchases is Internally Funded Capital Improvement Projects.

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the following:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the terms of the bid proposal submitted by "Badger Meter Inc." are fair and reasonable.
3. There was no indication of bad faith or fraud in any of the procurements contained therein.

4. The Indefinite Quantity procurement used for these purchases is in the best interest of the territory of Guam and the Guam Waterworks Authority.
5. The CCU ratifies the encumbered purchases under previously issued purchase orders relative to indefinite quantity contract with Badger Meters Inc. in the total amount of Two Hundred Twenty One Thousand Seven Hundred Forty Four Dollars and Six Cents ($221,744.06) (EXHIBIT C) and approves currently planned purchases in the amount of Four Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars and Forty Cents ($475,376.40) (EXHIBIT D) and future planned purchases under the Indefinite Quantity procurement up to a cumulative total of One Million Dollars ($1,000,000.00).
6. The CCU authorizes the General Manager to petition the Public Utilities Commission for approval of the IFB 2015-13 in the event GWA anticipates the procurement will exceed the One Million Dollars ($1,000,000.00) threshold as required by Docket 00-04.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by: Attested by:

_____ _____

JOSEPH T. DUENAS **J. GEORGE BAMBA**
Chairperson Secretary

//

//

//

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities, as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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EXHIBIT A

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

MEMORANDUM

TO: Miguel C. Bordallo, P.E., General Manager

CC Vincent Guerrero, SMA

FROM: Evaluation Committee Members

SUBJECT: Recommendation of Award
(Water Meters Various & Accessories)

DATE: January 26, 2016

Invitation for Bid No: GWA 2015-13 was officially announced and advertised in the Pacific Daily News, Marianas Variety and Guam Waterworks Authority Website on Sept 25, 2015 and open as scheduled on October 14, 2015 @ 10:00 am. Fifteen (15) prospective bidders expressed their interests by acknowledging receipt of the bid package thru GWA's website.

Bidders Register:

1. Canton Construction
2. Manhattan Guam Inc.
3. FS
4. Benson Guam
5. JMI Edison
6. Barret Plumbing
7. Monhar Construction
8. Supreme Group Guam
9. American Int. Supply
10. American Water Works
11. USSI
12. Zenner Performance
13. GPE Ent.
14. Badger Meter Inc
15. Americas Best Electricmart

Of the fifteen (15), two (2) submitted their bid package, namely:

- Badger Meter Inc.
- Americas Best Eletricmart

An evaluation committee was formally assembled and met on October 28, 2015 @ 9:00 am in Procurement's office to review/discuss and evaluate the bid.

Committee members consist of:

- Marc Lopez

1

- Karen Grape
- Albert Perez
- Peter Salas

The committee members determined that Badger Meter Inc. submitted the lowest cost however, in-order for Badger Meter to be considered a responsive bidder, as part of the bid requirement, badger Meter Inc. is required to submit a Guam Business License in order to be consider for award.

On November 04, 2015, GWA notified Badger and requested they submit a Guam business license as specified in the bid, on January 07, 2016 Badger Meter complied and submitted a Guam business license, On January 12, 2016 the committee members reconvened and confirmed the requirement have been submitted by Badger and thereby agreed and accepted the bid offer from Badger Meter Inc. In closing, the committee members recommend the award issued to Badger.

Badger Meter Bid Cost:

Item No	Description	Estimated Qty	Unit Cost	Total Cost
1.1	Badger Water Meter RCDL Model 25 LL Disc Meter (NSF 61-G) 5/8" x ¾-3/4 Bore (3/4" x 7 ½")	500 each	$143.66	$71,775.00
1.2	Badger Water Meter 1 inch RCDL Model 55 LL Disc Meter (NSF 61-G) 1" (1 x 10 ¾")	10 each	$226.87	$2,268.70
1.3	Badger Water Meter 1 ½" inch RCDL Model 120 LL Disc Meter (NSF 61-G)	10 each	$361.74	$3,617.40
1.4	Badger Water Meter 2" inch RCDL Model 170 Disc Meter (NDF61-G).	15 each	$540.52	$8,107.80

2

1.5	Badger Water Meter 3" inch. RCDL Turbo Series Meter LL (NSF 61-G).	5 each	$738.12	$3,690.60
1.6	Badger Water Meter 4" inch. RCDL Turbo Series Meter LL (NSF 61-G).	5 each	$1,200.92	$6,004.60
1.7	Badger Water Meter 6" inch. RCDL Turbo Series Meter LL (NSF 61-G).	2 each	$2,202.86	$4,405.72
1.8	Badger Water Meter 8" inch. RCDL Turbo Series Meter LL (NSF 61-G).	1 each	$3,001.71	$3,001.71
1.9	Badger Water Meter 10" inch. RCDL Turbo Series Meter LL (NSF 61-G).	1 each	$4,080.77	$4,080.77
1.10	Badger Water Meter 3" inch. RCDL Compound Series Meter LL (NSF 61-G).	5 each	$1,772.38	$8,861.88
1.11	Badger Water Meter 4" inch. RCDL Compound Series Meter LL (NSF 61-G).	1 each	$2,789.88	$2,789.88

3

1.12	Badger Water Meter 6" Inch. RCDL Compound Series Meter LL (NSF 61-G).	1 each	$3,953.04	$3,953.04
1.13	External Plate Strainer	1 each	$309.01	$309.01
1.14	3"External Plate Strainer	1 each	$405.65	$405.65
1.15	4" LL Bronze External Plate Strainer	1 each	$545.33	$545.33
1.16	6" LL Bronze External Plate Strainer	1 each	$761.12	$761.12
1.17	External Plate Strainer	1 each	$2,051.31	$2,051.31
1.18	External Plate Strainer	1 each	$4,567.20	$4,567.20
1.19	Assembly Elliptical 1-1/2"	1 each	$144.50	$144.50
1.20	Assembly Elliptical 2" Flange Brass	1 each	$195.50	$195.50
1.21	No Register, Orion ME Note: Add-on for each compound meter purchase	1 each	$107.30	$107.30
1.22	Badger M2000 2"	1 each	$1,863.00	$1,863.00
	Badger M2000 3"	1 each	$1,964.70	$1,964.70
	Badger M2000 4"	1 each	$2,070.90	$2,070.90
	Badger M2000 6"	1 each	$2,330.10	$2,330.10
	Badger M2000 8"	1 each	$2,640.60	$2,640.60

4

Summary:

This is an "Indefinite Quantity Bid" pursuant to the Guam Procurement Regulations. The quantities reflected are only estimated and not guarantee of amounts to be purchased.
Quantities may increase or decrease thru the duration of the contract and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity and the amounts set forth in this bid are only estimates of needs for the near term.

Contract Term:

GWA and the lowest responsible bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is three (3) years with two (2) one year options to renew, subject to availability of funds and agreement between the parties.

Concurred and accepted by the committee members:

Marc Lopez 01-22-2016
Marc Lopez, Associate Engineer

Karen Cheryl O. Grape, Management Analyst III, Operations

Albert Perez, Inventory Management Officer

Your approval is greatly appreciated.

Peter Salas.
Peter Salas

In consideration of the foregoing, please indicate your approval of this recommendation by your signature below.

5

[✓] CONCURRED [ ] UNCONCURRED

VINCENT ED. GUERRERO, SMA

[✓] APPROVED [ ] DISAPPROVED

1-29-14

MIGUEL C. BORDALLO, P.E. GENERAL MANGER

MCB/vg/ecm

6

EXHIBIT A

GWA IFB 2015-13 WATER METERS VARIOUS SIZES AND ACCESSORIES (ALL OR NOTHING)

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1.1	Badger Water Meter 5/8"X3/4"	500 EACH	$ 143.55	$ 71,775.00
1.2	Badger Water Meter 1"	10 EACH	$ 226.87	$ 2,268.70
1.3	Badger Water Meter 1-1/2"	10 EACH	$ 361.74	$ 3,617.40
1.4	Badger Water Meter 2"	15 EACH	$ 540.52	$ 8,107.80
1.5	Badger Water Meter 3" Turbo	5 EACH	$ 738.12	$ 3,690.60
1.6	Badger Water Meter 4" Turbo	5 EACH	$ 1,200.92	$ 6,004.60
1.7	Badger Water Meter 6" Turbo	2 EACH	$ 2,202.86	$ 4,405.72
1.8	Badger Water Meter 8" Turbo	1 EACH	$ 3,001.71	$ 3,001.71
1.9	Badger Water Meter 10" Turbo	1 EACH	$ 4,080.77	$ 4,080.77
1.10	Badger Water Meter 3" Compound	5 EACH	$ 1,772.38	$ 8,861.90
1.11	Badger Water Meter 4" Compound	1 EACH	$ 2,789.88	$ 2,789.88
1.12	Badger Water Meter 6" Compound	1 EACH	$ 3,953.04	$ 3,953.04
1.13	2" External Plate Strainer	1 EACH	$ 309.01	$ 309.01
1.14	3" External Plate Strainer	1 EACH	$ 405.65	$ 405.65
1.15	4" Bronze External Plate Strainer	1 EACH	$ 545.33	$ 545.33
1.16	6" Bronze External Plate Strainer	1 EACH	$ 761.12	$ 761.12
1.17	8" External Plate Strainer	1 EACH	$ 2,051.31	$ 2,051.31
1.18	10" External Plate Strainer	1 EACH	$ 4,567.20	$ 4,567.20
1.19	Assembly Elliptical 1-1/2"	1 EACH	$ 144.50	$ 144.50
1.20	Assembly Elliptical 2" Flange Brass	1 EACH	$ 195.50	$ 195.50
1.21	No Register Orion ME	1 EACH	$ 107.30	$ 107.30
1.22	Badger M2000 2"	1 EACH	$ 1,863.00	$ 1,863.00
	Badger M2000 3"	1 EACH	$ 1,964.70	$ 1,964.70
	Badger M2000 4"	1 EACH	$ 2,070.90	$ 2,070.90
	Badger M2000 6"	1 EACH	$ 2,330.10	$ 2,330.10
	Badger M2000 8"	1 EACH	$ 2,640.60	$ 2,640.60
		TOTAL COST		$ 142,513.34

AT THREE YEARS =
$427,540.02

EXHIBIT B

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913
Tel: (671) 300-6026/27 Fax: (671) 649-3750

FEB 2 3 2016

NOTICE TO PROCEED

Ms. Theresa M. Szafranski
4545 W Brown Deer Road
P.O. Box 245036
Milwaukee, Wisconsin 53224-9536

Telephone: 414-355-0400/800-876-3838

Project No: GWA IFB 2015-13
Project Name: Water Meters Various Sizes and Accessories

Dear Theresa,

You are hereby notified to commence work in accordance with the contract dated **5th** day of **February**. This letter constitutes your official Notice to Proceed (NTP) for the above referenced bid.

Sincerely,

Vince Guerrero, CPM
Supply Management Adm.

Ref: GWA IFB 2015-13 Water Meters Various Sizes and Accessories

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 23rd day of February, 2016.

Contractor: BADGER METER, INC.

Print Name & Title: Theresa M. Szafranski, Assistant Secretary

Signature: Theresa M. Szafranski

EXHIBIT C

GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building| 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Encumbered Purchase Orders Relative to IFB 2015-13

Badger PO No	PO Amount	PO Date
299095	$35,205.27	2/22/2016
299176	$11,659.70	3/10/2016
299326	$3,001.71	3/30/2016
299501	$102,727.15	5/20/2016
299506	$107.30	5/20/2016
299508	$7,291.20	5/20/2016
299769	$10,722.58	8/12/2016
299861	$14,355.00	9/1/2016
299963	$43,088.30	9/26/2016
300089	$28,710.00	10/24/2016
300312	$49,793.35	12/14/2016
300343	$43,065.00	12/20/2016
300515	$57,420.00	2/7/2017
300583	$14,355.00	3/8/2017
300610	$50,242.50	3/23/2017
TOTAL	$471,744.06	
*as of 5/11/2017		

Copies of all Purchase Orders attached.

Purchase Order Issuances	$471,744.06
GM Procurement Authority	$250,000.00
CCU Ratification	$221,744.06

CCU Ratification	$221,744.06
Additional Purchases	$475,376.40
Total	$697,120.46

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

April 26, 2016

Amendment No: 016-0077

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 299095 -000-OP
Subject. **Amendment No: 2** / REF: OR# 27021

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. **(X)** marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other**: AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $34,297.09 TO NOW READ NEW PO AMOUNT $35,205.27 A PRICE INCREASE OF $908.18. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO AMENDMENT $2,894.74 WITH A NEW AIRFREIGHT COST $3,802.92. ***ALL OTHERS REMAIN THE SAME.***

4-29-16
MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

Comments:

_____ / _____
Vendor Signature **Date**

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
04/26/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299095-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	UNIT	AMOUNT
CONDITIONS GPR 3-204.03.1 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 27053 OR# 27021 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and special provisions to this bid. * Contract Term: The initial term of the contract is three (3) years with two (2) one year options tore new, subject to availability of funds and agreement between the parties. * Delivery: Delivery time is 45 days from the date on the Notice to proceed.					
METER, Badger AMR 1" RCDL M55 LL Disc Meter	15	EA	226.87	EA	3,403.05
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo - General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: s/u
04/26/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299095-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 1-1/2" RCDL M120 LL Disc Meter 47474	15	EA	361.74	EA	5,426.10
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	10	EA	540.52	EA	5,405.20
METER READING SYSTEM, ORION ME NO REGISTER 61604	160	EA	107.30	EA	17,168.00
AMENDMENT ISSUED TO INCLUDE AIRFREIGHT CHARGES OF $2,894.74 WITH A PRICE INCREASE TO THE PURCHASE ORDER FROM $31,402.35 TO NOW READ NEW PURCHASE ORDER TOTAL AMOUNT AT $34,297.09. REASON FOR THE METERS ARE URGENTLY NEEDED FOR NEW INSTALL ACOUNTS. ALL OTHERS REMAIN THE SAME. - AMENDMENT NO: 016-0046 DATED: MARCH 18, 2016					
AMENDMENT ISSUED 23296	1	EA	2,894.74	EA	2,894.74
AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $34,297.09 TO NOW READ NEW PO AMOUNT $35,205.27 A PRICE INCREASE OF $908.18. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO AMENDMENT $2,894.74 WITH A NEW AIRFREIGHT COST $3,802.92. ALL OTHERS REMAIN THE SAME. - AMENDMENT NO: 016-0077 DATED: APRIL 26, 2016 AMENDMENT #2					
AMENDMENT ISSUED 23296	1	EA	908.18	EA	908.18

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 35,205.27

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 4/29/16

Miguel C. Bordallo / General Manager
NAME TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

April 26, 2016

Amendment No: 016-0076

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 299176 -000-OP
Subject: **Amendment No: 1** / REF: OR# 27337

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. **(X)** marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other**: AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $11,362.38 TO NOW READ NEW PO AMOUNT $11,659.70 A PRICE INCREASE OF $297.32. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO $1,667.18 WITH A NEW AIRFREIGHT COST $1,964.50. ***ALL OTHERS REMAIN THE SAME.***

4-29-16
MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

Comments:

_____/_____
Vendor Signature **Date**

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
04/26/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299176-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

CONDITIONS
GPR 3-202.02
Requested by: Albert P.
Authorized Personnel: Albert Perez
Business Unit: 3410
G/L Account No. 500.151 / Inventory Items
Funding Source (Revenue Funded)
OQ# 27337 OR# 27156

IMPORTANT NOTICE TO VENDORS:
" All invoices must indicate P.O. Number for payment
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly
" Submit signed & dated P.O. acknowledgement with invoice
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.

SPECIFICATIONS (ARTICLES OR SERVICES):

REFERENCE: IFB 2015-13 WATER METERS

* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	5	EA	738.12	EA	3,690.60
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	5	EA	1,200.92	EA	6,004.60
AIR FREIGHT 13549	1	EA	1,667.18	EA	1,667.18

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL A $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo - General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410 : B/U
04/26/16 : Date
FOB GWA : F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299176-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $11,362.38 TO NOW READ NEW PO AMOUNT $11,659.70 A PRICE INCREASE OF $297.32. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO $1,667.18 WITH A NEW AIRFREIGHT COST $1,964.50. ALL OTHERS REMAIN THE SAME. ~ AMENDMENT NO: 016-0076 DATED APRIL 26, 2016					
AMENDMENT ISSUED 23296	1	EA	297.32	EA	297.32

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of marchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 11,659.70

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 4-29-16

Miguel C. Bordallo — General Manager
NAME TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY
1 : Page
3410, B/U
03/30/16, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299326-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-202.02 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) Ogm 2755, Okm 27257 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - (NSF 61-G) - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 8" TURBO RCDL TURBO Series Meter LL 47546	1	EA	3,001.71	EA	3,001.71

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 3001.71

ACKNOWLEDGED BY: _____ DATE: 4/6/16.
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: 4.6.16

Miguel C. Bordallo - General Manager
NAME TITLE

POMIGUEL

ACKNOWLEDGEMENT COPY

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

June 03, 2016

Amendment No: 016-0089

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 299501 -000-OP
Subject: **Amendment No: 1** / REF: OR# 27457

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. (X) marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other:** AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $102,782.15 TO NOW READ NEW PO AMOUNT $102,727.15, A DECREASE AMOUNT OF $55.00 AND TO CHANGE THE UNIT COST $143.66 TO NOW READ AS $143.55 FOR "METER, BADGER AMR 5/8" X 3/4" RCDL". ***ALL OTHERS REMAIN THE SAME.***

MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

Vendor Signature Date 6/7/16

Comments:

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page
3410, B/U
06/03/16, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY
P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299501-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
GPR 3-202.02					
Requested by: Albert P.					
Authorized Personnel: Albert Perez					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 27825 OR# 27457					
~					
IMPORTANT NOTICE TO VENDORS:					
" All invoices must indicate P.O. Number for payment					
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
" Submit signed & dated P.O. acknowledgement with invoice					
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
~					
SPECIFICATIONS (ARTICLES OR SERVICES):					
~					
REFERENCE: IFB 2015-13 WATER METERS					
~					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 1" RCDL M55 LL Disc Meter 47466	7	EA	226.87	EA	1,588.09
METER, Badger AMR 1-1/2" RCDL M120 LL Disc Meter 47474	11	EA	361.74	EA	3,979.14
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	9	EA	540.52	EA	4,864.68
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL A $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
TYPED TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410, s/u
06/03/16, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299501-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	2	EA	738.12	EA	1,476.24
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	3	EA	1,200.92	EA	3,602.76
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	2	EA	2,202.86	EA	4,405.72
METER, Badger AMR 8" TURBO RCDL TURBO Series Meter LL 47546	1	EA	3,001.71	EA	3,001.71
METER, Badger AMR 10" TURBO RCDL TURBO Series Meter LL 47554	1	EA	4,080.77	EA	4,080.77
METER, BADGER 6"COMP SUM SPLI COMPOUND SUMMATOR SPLITTER 51676	1	EA	3,953.04	EA	3,953.04
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	500	EA	143.55	EA	71,775.00
AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $102,782.15 TO NOW READ NEW PO AMOUNT $102,727.15, A DECREASE AMOUNT OF $55.00 AND TO CHANGE THE UNIT COST FROM $143.66 TO NOW READ AS $143.55 FOR "METER, BADGER AMR 5/8" X 3/4" RCDL". ALL OTHERS REMAIN THE SAME. - AMENDMENT NO: 016-0089 DATED: JUNE 3, 2016					
AMENDMENT ISSUED NO COST 60880	1	EA	.00	EA	

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 102,727.15

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

SIGNATURE: [signature] 6/7/16

Miguel C. Bordallo, P.E. General Manager
TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
05/23/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299506-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.02.3 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 27695 OR# 27506 - IMPORTANT NOTICE TO VENDORS: * All invoices must indicate P.O. Number for payment * All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly * Submit signed & dated P.O. acknowledgement with invoice * GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. * Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METER - ITEM 1.21 * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER READING SYSTEM, ORION ME NO REGISTER 61604	1	EA	107.30	EA	107.30

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 107.30

ACKNOWLEDGED BY: [signature] DATE: 6/1/16
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 5.27.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
05/23/16: Date
FOB GWA, P.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299508-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
CONDITIONS GPR 3-204.03.1 Requested by: Lisa S.A. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) CO# 27695 OP 27554 IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. SPECIFICATIONS (ARTICLES OR SERVICES):				
METER, Badger AMR 8" COMPOUND RCDL COMPOUND SERIES METER LL 48311	1	EA	7,291.20 EA	7,291.20

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS GREEN if your total cost exceeds this total. >>

TOTAL: $ 7,291.20

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410 : B/U
08/23/16 : Date
FOB GWA : F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299769-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148		45 Days	09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
GPR 3-204.02.3					
Requested by: Albert P.					
Authorized Personnel: Warehouse Personnel					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 29402 OR# 27617					
~					
IMPORTANT NOTICE TO VENDORS:					
" All invoices must indicate P.O. Number for payment					
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
" Submit signed & dated P.O. acknowledgement with invoice					
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
~					
SPECIFICATIONS (ARTICLES OR SERVICES):					
~					
REFERENCE: IFB 2015-13 WATER METER VARIOUS & ACCESSORIES					
~					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	5	EA	540.52	EA	2,702.60
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	3	EA	738.12	EA	2,214.36
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	3	EA	1,200.92	EA	3,602.76
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL A $

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: B/U
08/23/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299769-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	1	EA	2,202.86 EA	2,202.86

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 10,722.58

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

SIGNATURE: [signature] 8.23.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
09/01/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299861-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.03.1 Requested by: Albert P. / Lisa S.A Authorized Personnel: Warehouse and Meter Personnel Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 28089 OR# 27900 ~ IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. ~ SPECIFICATIONS (ARTICLES OR SERVICES): ~					
METER,Badger 5/8"x3/4" NSF61-G RCDL M25LL Disc Meter Integral 65293	100	EA	143.55	EA	14,355.00

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 14,355.00

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 9.14.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
09/26/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299963-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
GPR 3-204.02.3					
Requested by: Albert P.					
Authorized Personnel: Albert Perez					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 28421 OR# 28003					
~					
IMPORTANT NOTICE TO VENDORS:					
" All invoices must indicate P.O. Number for payment					
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
" Submit signed & dated P.O. acknowledgement with invoice					
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
~					
SPECIFICATIONS (ARTICLES OR SERVICES):					
~					
REFERENCE: IFB 2015-13 WATER METERS					
~					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
~					
METER, Badger AMR 1"	10	EA	226.87	EA	2,268.70
RCDL M55 LL Disc Meter					
47466					
METER, Badger AMR 2" Disc	10	EA	540.52	EA	5,405.20
RCDL M170 LL Disc Meter					
47482					
METER, Badger AMR 3" TURBO	10	EA	738.12	EA	7,381.20
RCDL TURBO Series Meter LL					
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

POMIGUEL

ORIGINAL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: P/O
09/26/16: Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299963-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	5	EA	1,200.92	EA	6,004.60
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	10	EA	2,202.86	EA	22,028.60

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 43,088.30

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: Acting GM
For 9/27/16
Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
10/24/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300089-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Warehouse Personnel Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29181 OR# 29081 ~ IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. ~ SPECIFICATIONS (ARTICLES OR SERVICES): ~ REFERENCE: IFB 2015-13 WATER METER ~ * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	200	EA	143.55	EA	28,710.00

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 28,710.00

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 10.27.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
12/14/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300312-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
2GAR§3109 Competitive Sealed Bidding					
Requested by: Albert P.					
Authorized Personnel: Warehouse Personnel					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 29579 OR# 29519					
IMPORTANT NOTICE TO VENDORS:					
" All invoices must indicate P.O. Number for payment					
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
" Submit signed & dated P.O. acknowledgement with invoice					
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
SPECIFICATIONS (ARTICLES OR SERVICES):					
REFERENCE: IFB 2015-13 Water Meters					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 1" RCDL M55 LL Disc Meter 47466	25	EA	226.87	EA	5,671.75
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	5	EA	540.52	EA	2,702.60
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	10	EA	738.12	EA	7,381.20

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority. Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

TOTAL
DO NOT FILL THIS CHECK if your total cost exceeds this total. >>
$

ACKNOWLEDGED BY: _____ DATE: 12/19/16
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

PURCHASING

GUAM WATERWORKS AUTHORITY

2 : Page
3413 : P O
12 14 16 : Date
FOB GWA, P.O B

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300312-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	10	EA	1,200.92	EA	12,009.20
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	10	EA	2,202.86	EA	22,028.60

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 49,793.35

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE AB VE ADDRESS

SIGNATURE: 12-14-16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

Jan 30, 2017

Amendment No: 017-0040

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 300343 -000-OP
Subject: **Amendment No: 1** / REF: OR# 29574

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. (X) marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other**: AMENDMENT ISSUED TO CHANGE THE TOTAL AMOUNT ON THE PO FROM $28,710.00 TO NOW READ NEW PO AMOUNT $43,065.00 A PRICE INCREASE OF $14,355.00. THE COST INCREASE IS FOR AN ADDITIONAL 100 EACH METER. ***ALL OTHERS REMAIN THE SAME.***

1.31.17
MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

2/14/17
Vendor Signature Date

Comments:

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
02/01/17: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300343-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29589 OR# 29574 - IMPORTANT NOTICE TO VENDORS: * All invoices must indicate P.O. Number for payment * All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly * Submit signed & dated P.O. acknowledgement with invoice * GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. * Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	200	EA	143.55	EA	28,710.00
AMENDMENT ISSUED TO CHANGE THE TOTAL AMOUNT ON THE PO FROM $28,710.00 TO NOW READ NEW PO AMOUNT $43,065.00 A PRICE INCREASE OF $14,355.00. THE COST INCREASE IS FOR AN ADDITIONAL 100 EACH METERS.					

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

TOTAL
DO NOT FILL THIS ORDER if your total cost exceeds this total. >>
$

ACKNOWLEDGED BY: _____ DATE: 2/14/17
SIGNATURE OF VENDOR

SIGNATURE:

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ACKNOWLEDGEMENT COPY

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: B/O
02/01/17: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300343-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
ALL OTHERS REMAIN THE SAME.					
AMENDMENT NO. 017-0040					
DATED: JAN 30, 2017					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	100	EA	143.55	EA	14,355.00

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 43,065.00

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: 2.1.17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
02/07/17: Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY
P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300515-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Warehouse Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29786 OR# 29644 - IMPORTANT NOTICE TO VENDORS: * All invoices must indicate P.O. Number for payment * All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly * Submit signed & dated P.O. acknowledgement with invoice * GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. * Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	400	EA	143.55	EA	57,420.00

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 57,420.00

ACKNOWLEDGED BY: _____ DATE: 2/14/17
SIGNATURE OF VENDOR

ORIGINAL

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: 2/7/17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
03/08/17, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300583-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:	SHIP TO:
BADGER METER, INC P.O. BOX 88223 MILWAUKEE WI 53288	GUAM WATERWORKS AUTHORITY 578 N. Marine Corps. Dr. ATTENTION: P & S WAREHOUSE Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29974 OR# 29916 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER,Badger 5/8"x3/4" NSF61-RCDL M25LL Disc Meter Integral 65293	100	EA	143.55	EA	14,355.00

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 14,355.00

ACKNOWLEDGED BY: [signature] DATE: 3/20/17
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 3.10.17

Miguel C. Bordallo, P.E. General Manager
TITLE

ORIGINAL

FORM C61.

GUAM WATERWORKS AUTHORITY

1 , Page
3410, B/U
03/23/17, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300610-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29931 OR# 29912 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	350	EA	143.55	EA	50,242.50

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 50,242.50

ACKNOWLEDGED BY: _____ DATE: 3/25/17
SIGNATURE OF VENDOR

SIGNATURE: _____ 3.23.17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

EXHIBIT D

GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building| 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Additional Purchases Relative to IFB 2015-13

Description	Amount	Qty
Badger MagMeters	$44,726.40	21 large meters various sizes
3/4" meters	$430,650.00	3,000 meters
Total	$475,376.40	

GUAM CCU

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

May 22, 2017

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Litigation Matter in Executive Session during the May 23, 2017, Consolidated Commission on Utilities Board Meeting for Guam Power and Water Authority

Dear Commissioners,

As the legal counsel for Guam Waterworks Authority (GWA), I hereby recommend pursuant to 5 G.C.A. § 8111, that the Commissioners discuss the following matters in Executive Session during the May 23, 2017, Consolidated Commission on Utilities Board Meeting for Guam Power and Water Authority:

1. Litigation issue as stated in Agenda;

2. Any other matter that legal counsel for GWA may verbally recommend that the Commission hear during the above-described meeting.

Pursuant to 5 G.C.A. § 8111, the Commission must make an affirmative vote of a majority of the members of the Commission to discuss these matters in Executive Session. Please contact me if you have any questions.

Sincerely,

Kelly O. Clark
GWA Legal Counsel

KOC/adb

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

Regular Board Meeting

CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., April 18, 2017

MINUTES

1. CALL TO ORDER

The Chairman called the regular monthly meeting of April 18, 2017 to order at 5:35 p.m. He announced that all (5) Commissioners were present

Others present include:

Commissioners:

Joseph T. Duenas	CCU Chairman
Francis Santos	CCU Vice Chairman
George Bamba	CCU Secretary
Judi Guthertz	CCU Treasurer
Simon Sanchez	Member

Executive Mgmt.:

John Benavente	GM / GPA
Miguel Bordallo	GM / GWA
Melinda Camacho	AGMO / GPA
Tricee Perez	AGMA / GPA
John Cruz	AGMET / GPA
John Kim	CFO / GPA
Greg Cruz	CFO / GWA
Graham Botha	Staff Attorney / GPA
Kelly Clark	Staff Attorney / GWA

Management & Staff:

Paul Kemp	AGM Compliance & Safety / GWA
Jacqueline Taisacan	GWA
Manny Apuron	GWA
Joyce Sayama	Mgmt. Analyst / GPA Ex. Office
Kathy Beleno	Mgmt. Analyst / GWA Ex. Office
Lou Sablan	Board Secretary / CCU
Dave Fletcher	GWA

Guest:

Charlene Calvo	IP&E
Angelica Perez	AM Insurance
Bill Chang	Brown&Caldwell

2. APPROVAL OF MINUTES

The Minutes of March 21, 2017 was presented for approval.

Comm. Bamba motioned to approve the Minutes subject to verification and correction; Comm. Guthertz seconded. There was no objection or further discussion and the motion passed.

3. COMMUNICATIONS

3.1 Public Comments - None

4. NEW BUSINESS

4.1 GWA

4.1.1 GM Report Update

Tumon Maui Well:

a. Power Line Status / Generator Status
   i. Funding for the project approved. Presently moving through the Procurement Process. DOD needs to work with GPA to get the power issues resolved and transferred to GWA.
   ii. GWA will work with GEPA to renew the generator permit. GWA will work with GPA to coordinate the submission of the permit.
b. Inspection by DOD
   i. Performed on February 1, 2017. No major issues found.
   ii. Report will be completed and submitted to DOD.
   iii. Next inspection will be April 23rd.
c. Renewal of license – DOD is preparing the paper work for the yearly license.
d. Potts Junction Intertie (Water Service)
   i. Funding for the project approved. Presently moving through the Procurement Process.
   ii. Construction of the intertie deadline is June 2017
   iii. GWA is working on Encroachment Permit with Guam Department of Public Works.
e. Production:
   i. Fairly consistent for March between 1.0 and 1.1 million gallons per day (MGD), with the exception of several days of less production due to preventive maintenance being

performed which required the system to be secured - see chart below.

ii. Total production in February was **30,085,400 gallons.** Total Production in March was **32,174,500.**

2. **Issues for Agat WWTP Project**
   a. GWA's payment for the appraisal received. As soon as appraisal is received, the easement document will be prepared.
   b. Appraisal still pending
      i. Letter sent to GWA regarding cost / Payment to DoD issued.
      ii. 120 days from the 16th of February to complete appraisal.
      iii. Determination of mitigations for easement and document based on appraisal.
      iv. NFM AM (Cynthia) will make a site visit for the easement documentation.
   c. Confirmed that MEC work is not required for construction of GWA waterline in this easement.
   d. Mixing zone study cooperation
      i. Draft report of findings and mixing zone received March 2017; Final report anticipated in May 2017.
      ii. Results favorable for GWA discharge permit limits.

There was discussion on this secondary treatment plant. Comm. Sanchez shared his thoughts that the USEPA probably doubted management's ability to comply with the related Court Order. He recommended that at the ribbon cutting management invite Justice Frances Tydingco-Gatewood. He commended the GWA employees. Comm. Guthertz added that she attended a recent event where the speaker complimented GWA/GPA noting our professionalism.

It was mentioned that there is a scheduled OEA meeting in June in Hawaii. Chairman Duenas asked GM Miguel to let CCU know the date of the meeting so the CCU can attend if it is around the same time as the AWWA Conference.

3. **Santa Rosa Tank**
   a. TG Engineering is working on an updated version of the designed. The two properties are adjacent to each other. The new drawing will move most of the infrastructure to GWA property.
   b. GWA is willing to do a cost share agreement for the maintenance of the project, if the infrastructure is located on Air Force Property. This will be included in the MOU.

c. GWA will do the modeling to determine the how the project will impact both systems. Hydraulic Modeling is included in the contract with TG Engineering.
d. GWA working on first draft of the MOU
e. Discussions followed on easement vs. right of entry; service contracts; and property boundaries. NOTE: Right of entry is only temporary

4. OEA Coordination

a. Funding to cover DON work related to Observation Wells project
    i. Money will not come from GWA
    ii. OEA is in discussion with leadership of DoD for funding source for DON work on monitoring well environmental review.

5. GIS Data

a. Sub-group prospective members from DOD and GWA with Bureau of Statistics and Plans who lead the GIS User Group for the Government of Guam
b. Navy is discussing how to share GIS files with GWA. It may require Navy to convert to software used by GWA, due to the respective sizes of the systems.

6. Hydraulic modeling – on going

a. NAVFAC will coordinate with GWA on modeling requirements and software analysis to include the modeling for the Santa Rosa tanks.
b. GWA/NAVFAC joint effort to develop an analysis report of existing models leading toward direction.

7. Other issues

a. GWA will write a letter with concerns related to NOVA's multiple incidences in damaging GWA's lines. NAVFAC will assist in moving GWA's concerns forward to the appropriate parties. Letter will be submitted to NAVFAC command.

Renewal for GWA license is being processed along with renewal for TMS, Tarague Waterline, and AG1 well.

OEA Grants – Guam Water-Wastewater Infrastructure Projects

- PM/CM contract awarded; NTP issued.
    - Project Management Plan in progress
    - Outfall Diffuser design in progress
    - Sewer Interceptor – in progress; GWA conducting SMH survey

- NDWWTP – RFP drafted, under GWWIST Review
- GWWIST meeting scheduled for June in Hawaii.

OEA Grants – Guam Water-Wastewater Infrastructure Projects

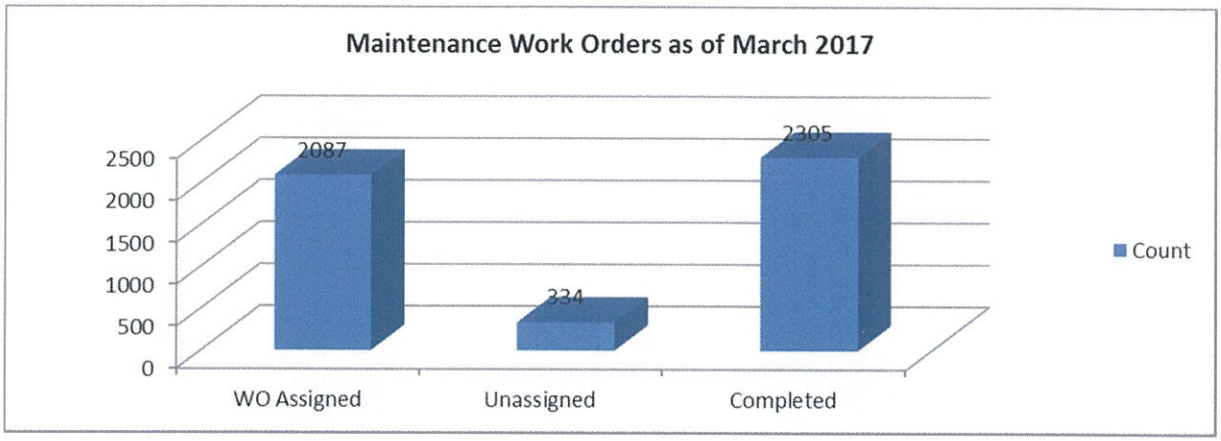
- PM/CM contract awarded; NTP issued.
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  - Outfall Diffuser design in progress
  - Sewer Interceptor – in progress; GWA conducting SMH survey
  - NDWWTP – RFP drafted, under GWWIST Review
- GWWIST meeting scheduled for June in Hawaii.

Action Item	Date (Target)	Date (Actual)	Status	Remarks
Project Funds Available	July-16	AUG-30-16	Completed	
Land Acquisition	Jan-17	Jan-17 (Compensation Pending)	On-target	
Procure PM/CM Firm	Jan-17	Jan-17 (NTP Issued Feb 10th)	On-target	
Procure Design Firm	Jul-17		On-target	RFP under review; pending release April 17th
Design -- 30/60/90/Final -- Review	Jun-18		On-target	
NEPA Analysis and Determination	Feb-17		Delayed	USEPA work on-going; procurement of contractor pending
Procure Construction Firm	Dec-18		On-target	
Construction Complete/Commence Operations	Nov-21		On-target	
Sewer line connection from MCB to GWA infrastructure	Jul-19		On-target	
MCB Initial Operating Capability	Jul-22		On-target	

Asset Management

- CMMS system went live on October 3, 2016.
- Weekly and monthly meetings continue.
- Over 4,700 Work Orders issued so far.
- Over 2,300 Work Orders completed.
- Over 538 new assets registered into CMMS for various sites and facilities, to include our new Meter Test Facility and all its Bench Test equipment from October 2016 to present.
- Over 50 heavy equipment configured into CMMS to track maintenance.
- Implementation of **Strategic Asset Management (SAM)** - Regular data collection on the physical condition and performance of assets as part of PM tasks. Updated information will be used to calculate consequence and likelihood of failure to guide O&M planning and modifications to existing processes.

- Work Order Report Summary (see below).

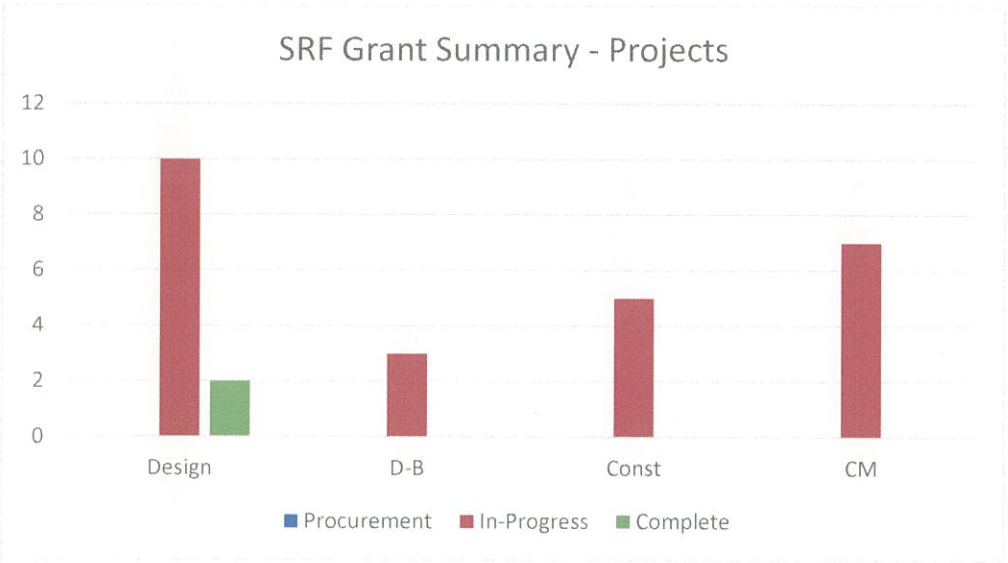


USEPA SRF Projects

- Summary of all SRF grant funded projects are shown below.

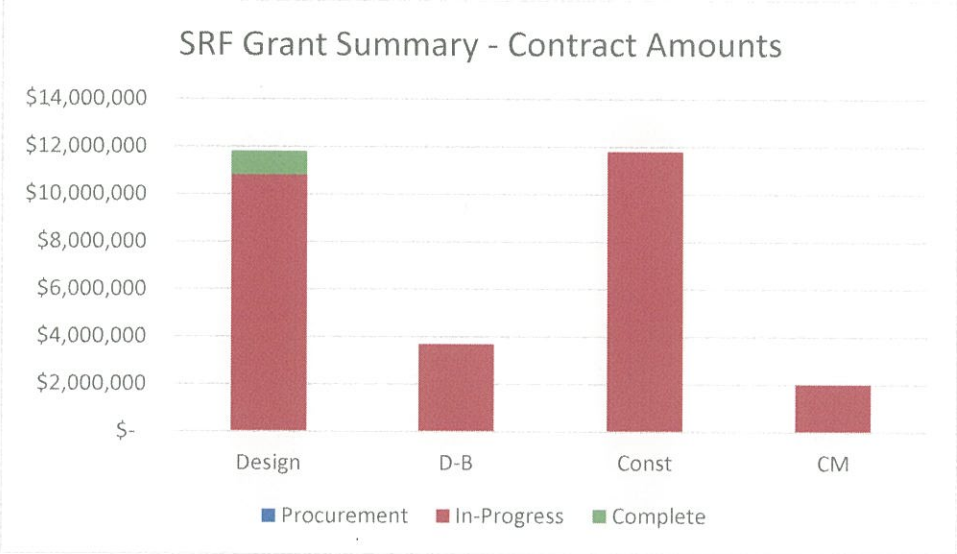
SRF Grant Summary - Projects

	Procurement	In-Progress	Complete	Totals	%
Design	0	10	2	12	44%
D-B	0	3		3	11%
Const	0	5		5	19%
CM	0	7		7	26%
Totals	0	25	2	27	
%	0%	93%	7%		



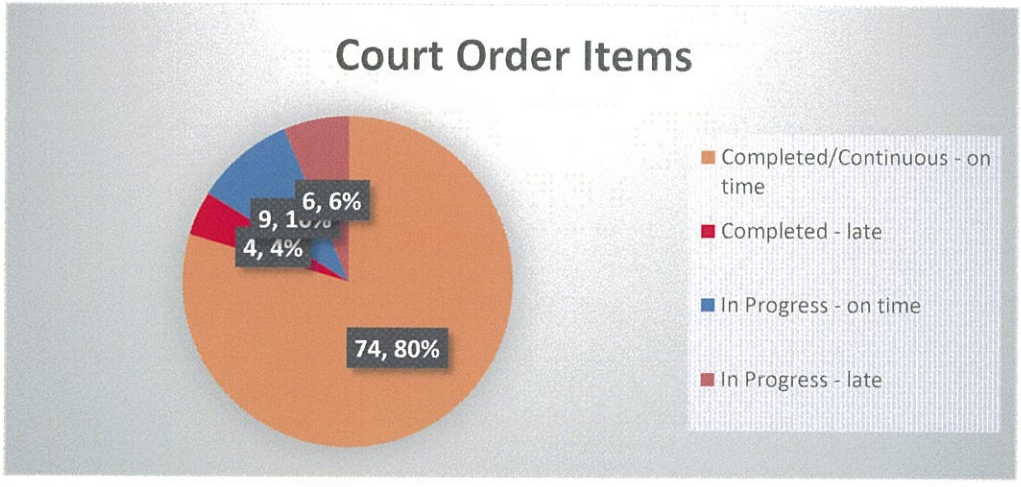
SRF Grant Summary - Contract Amounts

	Procurement	In-Progress	Complete	Totals	%
Design	$ -	$ 10,812,544	$ 994,468	$ 11,807,012	40%
D-B	$ -	$ 3,697,408		$ 3,697,408	13%
Const	$ -	$ 11,799,256		$ 11,799,256	40%
CM	$ -	$ 2,021,827		$ 2,021,827	7%
Totals	$ -	$ 28,331,035	$ 994,468	$ 29,325,503	
%	0%	97%	3%		



Court Order

	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	74	4	6	9	95.7%

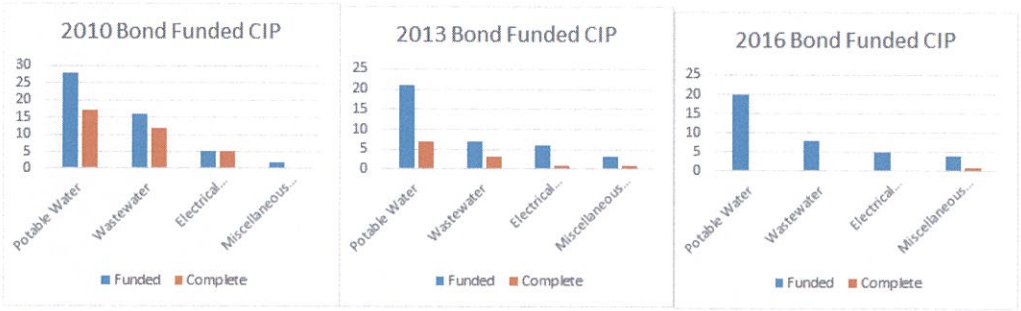


- 6 items delayed.
  - SSES (2 items)
  - Agat/SR System (2 items)
  - Cl Residual Monitors
  - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA – One Customer Cleanout spill on March 30, due to FOG.
- The new Agat WWTP is operational.

CIP Summary
CIP Summary - Project Encumbrance

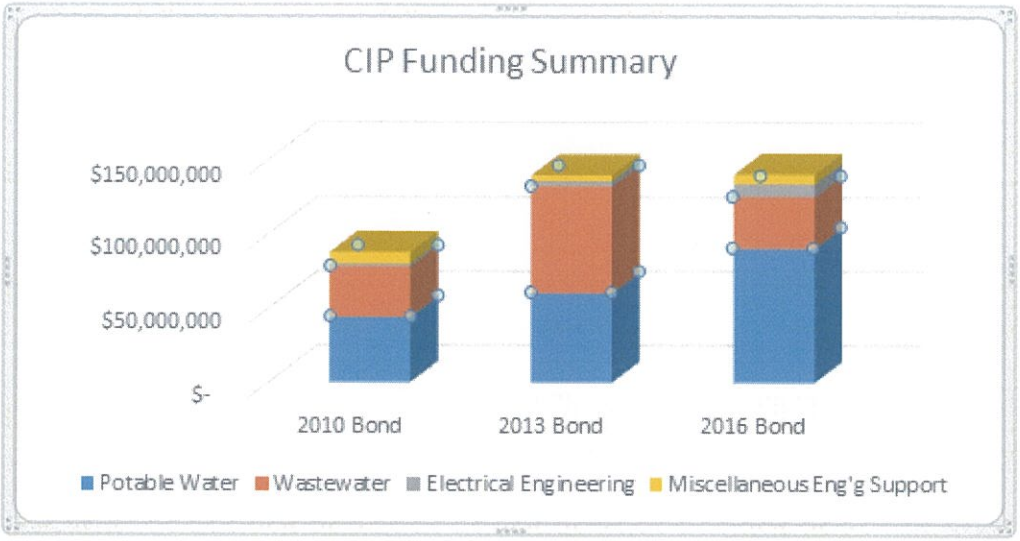
CIP Summary - Project Encumbrance

	2010 Bond		2013 Bond		2016 Bond			
	Funded	Complete	Funded	Complete	Funded	Complete	Total CIP Projects	%
Potable Water	28	17	21	7	20	0	35	49%
Wastewater	16	12	7	3	8	0	22	31%
Electrical Engineering	5	5	6	1	5	0	10	14%
Miscellaneous Eng'g Support	2	0	3	1	4	1	4	6%
Totals	51	34	37	12	37	1	71	100%
% of Total CIP by Fund Source	72%		52%		52%			
% of CIP Funding Completed		67%		32%		3%		



CIP Summary - Project Amounts

	2010 Bond		2013 Bond		2016 Bond			
	Funded	%	Funded	%	Funded	%	Total CIP Projects	%
Potable Water	$ 41,903,305	48%	$ 58,317,117	42%	$ 64,647,830	46%	$ 164,868,252	45%
Wastewater	$ 36,009,577	41%	$ 73,837,883	53%	$ 60,227,170	43%	$ 170,074,630	46%
Electrical Engineering	$ 1,748,118	2%	$ 3,395,000	2%	$ 8,750,000	6%	$ 13,893,118	4%
Miscellaneous Eng'g Support	$ 7,741,000	9%	$ 3,775,000	3%	$ 6,394,460	5%	$ 17,910,460	5%
Totals	$ 87,402,000	100%	$ 139,325,000	100%	$ 140,019,460	100%	$ 366,746,460	100%
%	23.8%		38.0%		38.2%			

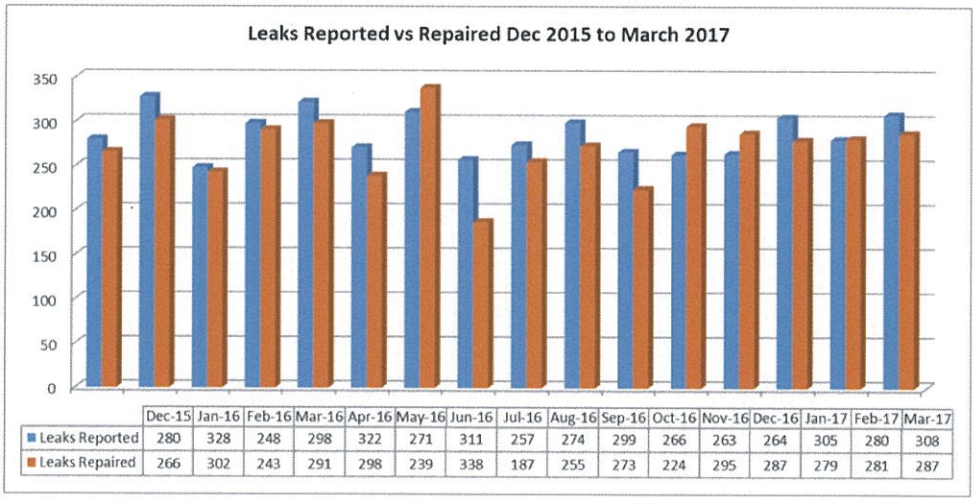


Land Acquisition Status

- ALC property for NDWWTP: Survey in progress; Appraiser in procurement.
- CLTC properties: See Land Acquisition chart below.
- Private properties needed for Court-order improvement projects: See Land Acquisition chart below.

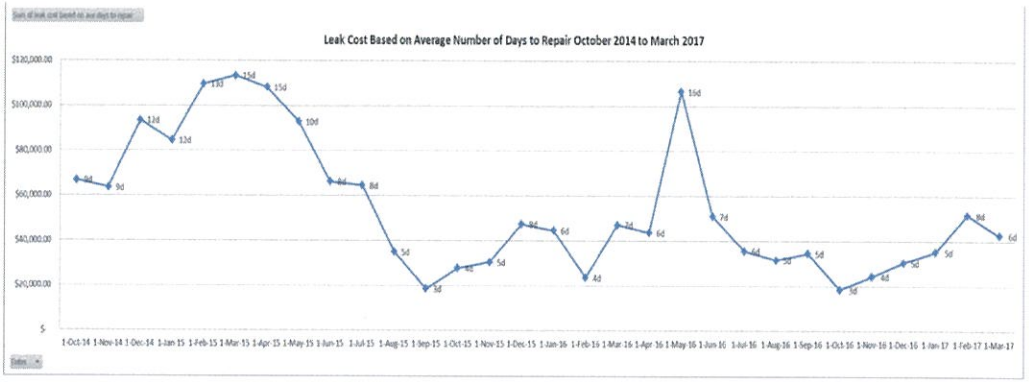
GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
	Ugum	Private	Relevant documentation sent 01/05/17 to legal for condemnation process. Beginning of land acquisition process for adjacent properties.
	Manenggon	Private	Escrow open on 03/29/17. Original signed Contract of Sale documents should be received in 7 days.
	Santa Rita	Gov't. – CLTC	Survey map finalized and recorded on 03/10/17.
	Astumbo	Gov't. - CLTC	Survey map ongoing.
	Upper Tumon	Gov't. - CLTC	Survey map finalized and recorded on 02/27/17.
	Piti	Private	Engineering currently reviewing options for relocating the Piti tank from current location to area east of the Nimitz Estate Subdivision. Private property owner rejects GWA inquiry in land acquisition. Forthcoming meeting with GM for alternative options.
Deep Well	Y-8	Gov't. - CLTC	GWA Engineering working with DCA to obtain survey services.
	AG-12	Dept. of Agriculture/Manhita Farms	GWA Engineering working with DCA to obtain survey services.
Booster Pump Station	Brigade	Private	Survey severance map transmitted 02/13/17 to E.M. Chen for property owner signature. 1st offer letter received by property owner on 01/24/17.

Leak Repair: Leaks Reported and Repaired (Monthly)



	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
Leaks Reported	280	328	248	298	322	271	311	257	274	299	266	263	264	305	280	308
Leaks Repaired	266	302	243	291	298	239	338	187	255	273	224	295	287	279	281	287

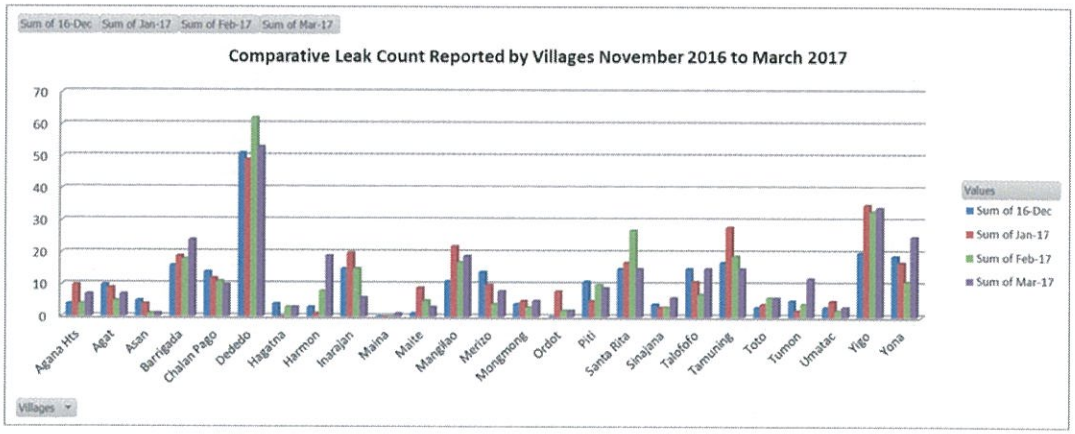
Leak Repair: Cost Savings – Days to Repair (Monthly)



Assumptions:

1. Leak rate = 4 gpm
2. Cost per kgal = $4.00

Leak Repair: Reported by Village



4.1.2 Financials

CFO Cruz reported for March, revenues are 7% below projections and is confident that underlying reason is GWA's problematic meter. He said the goal is to replace meters ASAP but study shows that water sales trending lower than prior years adding that he has reviewed production data which shows a significant variance - 3/2016 vs, 3/17/2017 - 340 below prior year. He said he would provide the CCU a related report.

4.1.3 Resolution No. 26-FY2017 Relative to Approving the Existing Collective Bargaining Agreement Between the Guam Federation of Teachers and the Guam Waterworks Authority

The objective of Resolution 26-FY2017 is to renew the March 22, 2016 Collective Bargaining Agreement ("CBA") for another one (1) year term. It is urgent because the current CBA needs to be renewed. The Renewal Agreement from the GFT makes no changes to the existing CBA currently in effect. It was mentioned that 10% of employees are members under this Agreement

Comm. Guthertz motioned to approve Resolution 26-FY2017; Comm. Bamba seconded. With no objection or discussion, the motion passed.

4.1.4 Resolution No. 27-FY2017 Relative to Approval of Change Order No. 1 for the Design Build of the Macheche Sewer Line Replacement Project

The objective of the change order is to address recommendations raised by the Guam Environmental Protection Agency as best as possible and within GWA funding availability. Specifically, GEPA recommends GWA lower the invert elevation of the sewer collection system as part of the project scope so as to allow for expansion of available sewer service to adjacent properties and streets; this will capture existing customers on septic systems, and allow undeveloped properties in this area to be able to connect onto the new collection system in the future, further protecting groundwater resources in the area. The design Build contractor has submitted a proposal to GWA relative to the recommendation of GEPA, however, GWA is assessing the details of the proposal as some of the additional scope noted in the proposal may or may not be eligible under the USEPA grant conditions. GWA management is in general agreement to GEPA recommendation as a means of working towards obtaining full approval of the building permit and enhancing groundwater resource protection.

GWA has received a proposal in the amount of Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54) from the design build contractor. GWA however anticipates the final change order amount to be negotiated down for the same reason stated above. In addition, the contractor requests an additional 6 months on top of the current contract completion date to complete the addition scope proposed. Funding for this project will be primarily from the USEPA State Revolving Fund, and if necessary SDC Funds and 2013 Bond Funds under line item CIP WW 09-06.

Comm. Guthertz motioned to approve Resolution 27-FY2017; Comm. Bamba seconded. There was no further discussion or objection and the motion passed unanimously.

4.2 GPA

4.2.1 GM Report Update

GM Benavente gave the following updated report.

1. **Scheduled Baseload Outages: The following summarizes available reserves for planned outages this year.**

Generating Units	Apr-17	Jun-17	Jul-17	Oct-17
CABRAS 1	60	60	**0-(c)**	60
CABRAS 2	60	**0-(b)**	60	60
MEC8	44	44	44	44
MEC9	**0-(a)**	44	44	44
AGGREKO	40	40	40	40
MEDIUM SPEED DIESELS (10 Units)	28	36	36	36
YIGO CT	15	20	20	20
MACHECHE CT	20	20	20	20
TEMES CT	39	39	39	39
DEDEDO CT1	20	20	20	20
DEDEDO CT2	20	20	20	20
AVAILABLE CAPACITY	**346**	**343**	**343**	**403**
EXPECTED PEAK DEMAND	**250**	**258**	**263**	**265**
RESERVE	**96**	**85**	**80**	**138**
(a) MEC 9 on Scheduled 28 days Overhaul				
(b) Cabras 2 on Scheduled 14 days Main Transformer Changeout and Boiler Chemical Cleaning				
(c) Cabras 1 on Scheduled 75 days Boiler/Turbine Overhaul and Boiler Chemical Cleaning				

There was discussion about reserves and peak demands. Comm. Bamba voiced his concern about rolling outages should any of these plants go down during overhaul. Comm. Sanchez said there's always a risk when Cabras 1&2 are down. It's a catch-22 because these units must undergo maintenance. It was mentioned that the plants will be in a better situation in another 4-5 years. Regular maintenance is vital. This is just a vulnerable period right now. The CCU said they appreciate the challenges and know there is a goal and plan in place to get us as quickly as possible.

2. **Legislative Bill 78-34:** Attached is Bill 78-34 just introduced by Senators Nelson, Rodriguez and Biscoe Lee relative to the establishment of the Guam Renewable Energy Task Force and the adoption of the Guam Energy Action Plan. GPA will prepare comments on the bill for the commission's consideration and for submittal as testimony at the yet to be set public hearing date. In consideration that this bill substantially involves GPA and that we would like to be here to testify, I will ask Senator Nelson to respectfully schedule the public hearing after May 3rd.

Comm. Sanchez commented that the sad part about the bill is that the authors did not ask about the history of this report and now they want the community to adopt with this recommendation. When you read it it's not complete; it does not have all the components of renewable. Demand side management, commitment to renewables, which we are way ahead, and no mention of transportation. Comm. Sanchez gave some background information leading to the 2013 Report mentioned by Sen. Nelson. Comm.

Sanchez said the use of the word " you shall" means that the CCU has no discretion and it shows the inexperience of the authors. It is obvious they have no appreciation of what is already being done. Comm. Guthertz suggested that GM Benavente develop the testimony for this. Comm. Santos said that the Commission also needs to draft testimony of our own. Task forces should make recommendation to legislators but not to elected officials.

4.2.2 Financials

CFO Kim said there was nothing new to add from last week's work session report. He reiterated that revenues increased by 2.5% for both base revenues and kWh sales. Also the number of customers continues to trend upward to include government customers. KWh hours on residential segment is also growing. He reported that Accounts Receivables are within 30-days to include DPW that was slightly in arrears at last reporting.

4.2.3 Resolution 2017-09 Relative to Contract Award Diesel Fuel No. 2 GWA Water and Wastewater System Standby Generators

The Guam Power Authority's current contract for Supply of Diesel Fuel Oil No. 2 for the Water and Wastewater Systems Standby Generator sites is expiring in April 2017. The fuel supply contract is necessary to provide uninterrupted supply of fuel for the Water and Wastewater Systems Standby Generator sites. Diesel Fuel Oil No.2 will be supplied and delivered into various GWA water and wastewater systems standby generator sites. The 2-year contract is estimated to cost about $447,000.00 ($223,700 per year). Total savings is estimated at about $70,000.00 compared to the previous contract. The contract is for an initial period of two years, with the option to extend for three (3) additional one-year terms and the funding source is revenue funds. Morrico Equipment has been determined to be the lowest most responsive bidder for this procurement.

The GM explained that the diesel fuel being purchased will supply approximately 200 standby generators and various well locations island wide.

Comm. Santos motioned to approve Resolution 2017-09; Comm. Sanchez seconded. There was no further discussion or objection and the motion passed unanimously.

4.2.4 Resolution 2017-10 Relative to Petitioning the PUC for Approval Relative to Contract for the Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

The Guam Power Authority's current contract with Vital Energy, Inc. for the management of the GPA Fuel Bulk Storage Facility at the Piti Fuel Farm is set to expire on May 31, 2017. The Authority issued a new Multi-Step Invitation for Bid under IFB GPA-014-17 for the Management, Operation, and Maintenance of the Fuel Bulk Storage Facility on November 2016. IP&E Guam LLC, and Tristar Terminals Guam, and Vital Energy, Inc. submitted bids for GPA's consideration. Vital Energy Inc., was disqualified for submitting a price proposal that is determined to be non-compliant with the requirements of the bid. IP&E Guam LLC has been determined to be the lowest, most responsive and responsible bidder. The total cost for the 2-year base period is $1,644,300.00 for mandatory

services. This contract is for an initial term of 2 years with three optional one-year extensions. The total cost for the 2-year base period is $1,644,300.00 for mandatory services. This contract is for an initial term of 2 years with three optional one-year extensions. The funding source is revenue funds.

It was mentioned that this matter will send PUC petition for approval. Comm. Santos asked clarification for Spill Response Company Membership Fees GM responded this is fee in case any spill occurs - GM MB helped with response it's a consortium of group of entities that can respond 24/7 rather than one entity being responsible because it is very expensive and the cost is shared. Comm. Santos asked what the insurance is. Comm. Sanchez said he thinks is a liability insurance in case anything happens while they are responding to our event at our property Comm. Santos said to please get further clarification / details and get back to the Commission.

In addition Comm. Santos would like clarification for item #1 and #6 asking the difference between O&M Budget for 91K and management and admin fee for $516k isn't it the same? GM Benavente said he would have to get back to the Commission. Chairman said he would like management to explain the difference. It was mentioned that the bid abstract shows the responses by all bidders and it shows the differences.

Comm. Sanchez asked about the non-compliance by Vitol. The GM said there is a letter from the evaluation committee that explains this non-compliance. The Legal Counsel also commented that there was also a line item that was a negative value which the Committee could not accept or understand.

Comm. Guthertz motioned to approve Resolution 2017-10, seconded by Comm. Santos. The vote was 4-yes, 1 abstention by Comm. Bamba. The motion carried.

4.2.5 Resolution 2017-11 Relative to Ratification of Additional Expenses for Aggreko's Temporary Power Services

The Guam Power Authority (GPA) experienced a major failure of its base load units at the Cabras 3&4 power plant when an explosion and a fire occurred in the Cabras 4 engine on August 31, 2015. The power system has lost about 79 MW of base load capacity placing GPA in the position of having difficulty meeting system demand upon an additional base load or large emergency unit outage. The Authority has contracted Aggreko under GPA-RFP-15-008 to provide for 40 MW capacity of leased generation for the first year to mitigate part of the capacity loss in order to maintain other base load units. GPA had approved change orders for the total amount of $540,213.90 for additional work necessary for the plant construction completion and operation. The total change order amount had exceeded the GM's authority of $250,000.00. GPA is requesting for approval to ratify the additional expenses in the amount of $540,213.90 funded by insurance proceeds. Expenses were deemed immediately necessary in order to expedite the commissioning of the units due to generation capacity shortfall.

Comm. Santos motioned to approve Resolution 2017-11; Comm. Guthertz seconded. There was no further discussion and the motion passed.

5. OLD BUSINESS - None

6. ANNOUNCEMENTS

6.1 Next CCU Meetings

The Chairman announced that the next CCU meeting would be a work session for GWA on May 17 followed by GPA work session on May 18 and the May CCU meeting on the 23rd.

The Chairman also announced that WERI is scheduling a tour to the island Aquifers on June 6.

He asked for a motion to move the meeting to Executive Session after a 10 minute recess; it was 7:05 p.m.

7. EXECUTIVE SESSION

7.1 Personnel Matter

This matter was discussed.

The meeting was moved back to Regular Session at 7:40 p.m. The Chairman said there was no further action needed and called for a motion to adjourn.

Comm. Bamba moved to adjourn and Comm. Guthertz seconded.

It was 7:45 p.m.

8. ADJOURNMENT

There was no further business to bring before the Commission and the meeting was adjourned at 7:30 p.m.

\\s\\

bls

Attested:

JOSEPH T. DUENAS, Chairman

J. GEORGE BAMBA, Secretary

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GPA RESOLUTION 2017-12

RELATIVE TO THE WRITE-OFF OF GUAM POWER AUTHORITY RECEIVABLES DETERMINED TO BE UNCOLLECTIBLE

WHEREAS, the Guam Power Authority (GPA) is a revenue generating, government owned utility; and

WHEREAS, the Authority's main source of revenue is billings for the sales of electricity from GPA's customer base; and

WHEREAS, although utilities make best efforts to minimize losses resulting from uncollectible accounts, the service nature of utility activities makes it impossible to prevent such losses once an account has become inactive (disconnected); and

WHEREAS, the GPA Customer Service division has made significant strides towards eliminated losses resulting from uncollectible accounts and has brought GPA to a bad debt loss level that is consistent with the best utilities in the country; and

WHEREAS, it is standard practice for utilities to review their accounts receivable records from time to time to remove accounts that have been determined by the utility to be uncollectible; and

WHEREAS, GPA last wrote off Fiscal Year 2011 uncollectible accounts in March 2015; and

WHEREAS, GPA's Chief Financial Officer has reviewed outstanding accounts from October 1, 2010 to September 30, 2016 and has determined that the following amounts should be written off; and

FY2012	**$ 738,246.38**
FY2013	**1,015,790.95**
FY2011 and prior years not yet written-off	**1,249,780.74**
Total Proposed Write-Off	**$ 3,003,818.07**

WHEREAS, all of these amounts have been charged to bad debt expense during each fiscal year and this write-off action will not have any further impact on GPA's statement of revenues and expenses; and

WHEREAS, the write-off of an account does not preclude GPA from continuing to collect on any bad debt in the event that a customer whose account has been written off returns to the utility to apply for service and GPA has a procedure in place to ensure that such bad debts will be recovered prior to such application.

NOW, THEREFORE BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:

1. The GPA Chief Financial Officer is authorized to write-off $3,003,818.07 in accounts receivable that have been determined to be uncollectible.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

J. GEORGE BAMBA
Secretary
Consolidated Commission on Utilities

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GPA RESOLUTION 2017-13

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO EXERCISE THE OPTION TO EXTEND ITS CONTRACT FOR PROFESSIONAL PRINTING, MAILING AND PROCESSING SERVICES

WHEREAS, on April 6, 2016, the Guam Power Authority (GPA) entered into a contract with Graphic Center, Inc. to provide professional printing, mailing and processing services of approximately 50,000 electric power billings each month; and

WHEREAS, the original contract became effective on April 18, 2016 for a one (1) year period from the date of award of the contract with the option to extend the contract for four (4) additional one-year periods; and

WHEREAS, the cost of this contract is $0.396/single page invoice with an estimated annual total of approximately $240,000.00 per year; and

WHEREAS, the total cost of the first base year and the option to exercise the extension of four (4) additional one-year periods is estimated to be $1,200,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities the approval as follows;

1. The General Manager is authorized to exercise the option to extend the (Graphic Center) Professional Printing, Mailing and Processing Services Contract for a period of up to four (4) additional one-year periods.
2. The contract price projected total for the current base year with the four (4) year extension is $1,200,000.

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

J. GEORGE BAMBA
Secretary
Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, **J. George Bamba**, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Resolution No. 2017-14
AUTHORIZING THE GUAM POWER AUTHORITY TO PROCEED WITH THE PURCHASE OF BUCKET TRUCKS TO REPLACE EXISTING BUCKET TRUCKS PENDING SALVAGE

WHEREAS, GPA is committed to providing economically sound and reliable vehicles and equipment to service the island's power system; and

WHEREAS, GPA seeks to maintain efficiency by replacing aged service vehicles and by providing reliable equipment to allow line crews to conduct repairs and maintenance on the transmission and distribution system in an efficient and cost effective manner; and

WHEREAS, Three bucket trucks within the current fleet are beyond reasonable economical repair with extensive repairs required on the engines and aerial units as well as beyond their life expectancies with an average age of more than 18 years; and

WHEREAS, the Authority seeks to procure three new 55-Foot Bucket Trucks to replace the equipment to be salvaged;

WHEREAS, the new Bucket Trucks will give the Authority's Transmission & Distribution personnel the capability and capacity to perform new installations to support customer growth and to maintain the power system in a safe and efficient manner; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure three (3) new 55-Foot Bucket Trucks through Bid Invitation No. GPA-044-17 providing the specifications for the bucket trucks and the information required of each offeror; and

WHEREAS, Morrico Equipment and MidPac Far East submitted bids for GPA's consideration; and

WHEREAS, the GPA Evaluation Committee determined Morrico Equipment to be the lowest responsive bidder for supply of three 55-foot Bucket Trucks at a cost of $220,855 each and a total cost of $662,565; and

WHEREAS, GPA has secured CCU and PUC approval under Revenue General Plant Capital Improvement Funds to procure these bucket trucks; and

WHEREAS, GPA is seeking approval from the Consolidated Commission on Utilities to award the contract to Morrico Equipment.

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. After careful consideration, the Consolidated Commission on Utilities finds the procurement of three 55-Foot Bucket Trucks with Morrico Equipment to be reasonable and prudent to replace bucket trucks to be salvaged from GPA's fleet.
2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority up to $662,565 for the purpose of procuring three 55-Foot Bucket Trucks from Morrico Equipment

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY and REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY, 2017.

Certified by:

JOSEPH T. DUENAS
Chairman

Attested by:

J. GEORGE BAMBA
CCU Board Secretary

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes:	4
Nays:	0
Absent:	1
Abstain:	0

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017–15

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED WITH THE PROCUREMENT OF ADDITIONAL ULTRA LOW SULFUR DIESEL (ULSD) PRODUCT TO BE SUPPLIED AND DELIVERED BY IP&E GUAM, INC.

WHEREAS, the Guam Power Authority, through Resolution 2014-37 has awarded the supply of ULSD for Northern CT Plants, TEMES CT Plant, Cabras Plant, MDI Plant and Talofofo Plant to Mobil Oil Guam, Inc; and

WHEREAS, the contracted quantities of about 3.3M gallons for FY-2017 have been exceeded; and

WHEREAS, Mobil continue to supply ULSD to GPA, but with a limited allocation of about 42,000 bbl per month, or higher, if excess volume is available; and

WHEREAS, GPA currently stores about 40,000 bbls of ULSD at the leased tank at the Tristar facility as contingency inventory in the event of sudden spikes in demand due to unforeseen forced outages; and

WHEREAS, on a worse-case scenario, the estimated ULSD consumption can increase up to 4,700 barrels per day; and

WHEREAS, the current contingency inventory will only be good for about 8 days; and

WHEREAS, during the month of April 2017, in addition to the scheduled overhaul of MEC Unit8, forced outages to the Cabras 1&2 power plants for a combined outage of about 15 days increased the ULSD consumption to about 4,700 per day; and

WHEREAS, Mobil allocation of 42,000 barrels for the month of April 2017 to GPA have been consumed and does not have excess supply for GPA; and

WHEREAS, GPA was forced to utilize the contingency inventory at the leased tank at Tristar facility; and

WHEREAS, the remaining contingency inventory in the leased storage at the Tristar Terminals will not be sufficient for the period from May up to the arrival of Mobil's ULSD shipment in June 08, 2017; and

WHEREAS, GPA intend to increase the contingency inventory to 15 days to ensure the reliability of ULSD supply to the power plants in the event of sudden spikes in demand due to unforeseen and prolonged forced outages; and

WHEREAS, the 15-day contingency inventory will require about 80,000 to 90,000 bbls of additional ULSD product; and

WHEREAS, GPA would need about 80,000 to 90,000 bbls of additional ULSD product to cover the contingency requirements for May 2017; and

WHEREAS, the remaining inventory from Mobil will only supply GPA until May 19, 2017; and

WHEREAS, about 45,000 bbls of additional ULSD product is readily available for immediate supply and delivery by IP&E Guam to other GPA sites in addition to the Tenjo Vista plant. However, it is anticipated that it will be consumed by May 29, 2017; and

Whereas IP&E have also agreed to supply an additional 60,000 bbls of ULSD to for shipment to GPA before May 29,2017 to cover the immediate need for additional ULSD supply for the period from May 29 thru June 8, 2017; and

WHEREAS, the service fee offer for the supply and delivery of the additional ULSD product from IP&E shall be $0.17 gallon; and

WHEREAS, GPA has determined the IP&E offer to be fair and reasonable; and

WHEREAS, the total estimated cost for about 105,000 bbls of ULSD that will be supplied by IP&E is about $8,000,000; and

WHEREAS, additional ULSD product is necessary to help ensure that GPA ULSD Fuel supply is continuous and uninterrupted in the event of sudden spikes in demand due to extended forced outages to the baseload plants; and

WHEREAS, GPA is seeking the approval of the CCU to procure the additional ULSD product to be supplied and delivered by IP&E Guam until the expiration of the current contract in December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES subject to the review and approval of the Public Utilities Commission as follows:

1. The General Manager is authorized to proceed with the procurement of additional ULSD product to be supplied and delivered by IP&E Guam in an amount up to and including $8,000,000.00.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

SECRETARY'S CERTIFICATE

I, J. GEORGE BAMBA, Secretary, Consolidated Commission on Utilities hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted via POLL VOTE of the members of Guam's Consolidated Commission on Utilities, initiated on 5/18/17 for which all members were attempted to be contacted.

Via said poll vote, said resolution was adopted by the following vote:

Ayes: 4

Nays: 0

Abstained: 1

No response: 0

Said original resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

SO CERTIFIED this 23 day of May, 2017.

JOSEPH DUENAS
Chairman, CCU

J. GEORGE BAMBA
Secretary, Consolidated Commission on Utilities

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

May 19, 2017

MEMORANDUM

TO: Members, Consolidated Commission on Utilities

FROM: Recording Secretary

SUBJECT: REPORT OF POLL VOTES FOR RESOLUTION 2017-15
AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED WITH THE PROCUREMENT OF ADDITIONAL ULTRA LOW SULFUR DIESEL (ULSD) PRODUCT TO BE SUPPLIED AND DELIVERED BY IP&E GUAM, INC.

This is to certify that a POLL VOTE was conducted via email on MAY 18, 2017 relative to above subject matter. I attest that the vote below is true and correct and submit email/s dated May 18 & 19, 2017 as support document for this poll vote.

Commissioner	Y/N	Initials	Time/Date	Vote Rec'd Via
Francis Santos	Yes		5/18/17 1:07 p.m.	Email
Judi Guthertz	Yes		5/18/17 1:06 p.m.	Email
Joey Duenas	Yes		5/18/17 3:39 p.m.	Email
George Bamba	Abstained		5/18/17 3:41	Email
Simon Sanchez	Yes		5/19/17 2:05 p.m.	Email

Attested by:

B. Lou Sablan. CCU Recording Secretary

Concurred by:

John Benavente, GPA GM

Bernadette Lou Sablan

From: Chilang F Unpingco
Sent: Thursday, May 18, 2017 3:29 PM
To: Bernadette Lou Sablan
Subject: FW: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION
Attachments: image001.jpg

Ms Lou - see emails below...

Cecilia (CHILANG) Fejeran-Unpingco
Administrative Officer
General Manager's Executive Office
GUAM POWER AUTHORITY
Tel: (671) 648-3228
Fax: (671) 648-3290
****

-----Original Message-----
From: Kelly Clark [mailto:koclark@guamwaterworks.org]
Sent: Thursday, May 18, 2017 1:29 PM
To: Joyce N Sayama; Chilang F Unpingco
Subject: FW: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

Put respetu,
Kelly O. Clark
General Counsel
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
Telephone No.: (671) 300-6853 cell: 671-480-4224 E-mail address: koclark@guamwaterworks.org
****

-----Original Message-----
From: Francis Santos (CCU Member) [mailto:Francis.Santos@gpagwa.com]
Sent: Thursday, May 18, 2017 1:07 PM
To: Kelly Clark <koclark@guamwaterworks.org>
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

As requested, this email will serve as my approval.

Sent from my iPad

> On May 18, 2017, at 11:13 AM, Kelly Clark <koclark@guamwaterworks.org>
wrote:
>
> Hafa Adai, Commissioners

sent free of any virus or other defect that might affect any computer system into which it is received and opened. It is, however, the recipient's responsibility to ensure that the e-mail transmission and any attachments are virus free, and the sender accepts no responsibility for any damage that may in any way arise from their use.

From: Judith Gutherz [mailto:judithguthertz@gmail.com]
Sent: Thursday, May 18, 2017 1:06 PM
To: Kelly Clark <koclark@guamwaterworks.org>
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

Yes I am in favor. Judith Guthertz

PLEASE UPDATE YOUR ADDRESS BOOK AS I HAVE CHANGED MY EMAIL ADDRESS TO: judithguthertz@gmail.com *

On May 18, 2017, at 11:13 AM, Kelly Clark <koclark@guamwaterworks.org> wrote:

> Hafa Adai, Commissioners
>
> As acting GC for GPA this week, I am sending this matter out for a poll vote on a resolution to deal with an emergency situation that has arisen regarding diesel fuel inventories. As you will see from reading the justification and resolution, the primary supplier of Ultra Low Sulfur Diesel to GPA is unable to supply critical inventories under their contract. In fact, that vendor may run out of inventory as soon as tommorow. GPA has arranged with another vendor to supplement that inventory through an existing contract we have with them. Should the poll voting result in the authorization requested, that vote can be ratified at the next CCU meeting scheduled for next week.
>
> Thank you for your attention to this matter. As always, should you have any questions, please feel free to contact me at any time.
>
> Respectfully,
>
> Kelly
>
> <image001.jpg>
>
> Put respetu,
>
> *Kelly O. Clark*
> *General Counsel*
> *Guam Waterworks Authority*
> *Gloria B. Nelson Public Service Building*
> *688 Route 15*
> *Mangilao, Guam 96913*
> *Telephone No.: (671) 300-6853 cell: 671-480-4224*
> *E-mail address: koclark@guamwaterworks.org*
>
> The information contained in this message and any accompanying attachments may contain privileged, private and/or confidential information protected by local, state and federal law. This message and any attachments are intended for the designated recipient only. If you have received this information in error, please notify the sender immediately and return or destroy the information. You may contact sender at (671) 300-6853. This e-mail transmission and any attachments are believed to have been sent free of any virus or other defect that might affect any computer system into which it is received and opened. It is, however, the recipient's responsibility to ensure that the e-mail transmission and any attachments are virus free, and the sender accepts no responsibility for any damage that may in any way arise from their use.

Bernadette Lou Sablan

From: J. George Bamba <georgebamba@hotmail.com>
Sent: Thursday, May 18, 2017 3:41 PM
To: Kelly Clark; Joseph Duenas
Cc: John J.E.. Kim; Melinda R Camacho; CCU Board Members; Francis Santos; judiguthertz@pticom.com; George Bamba; John M Benavente; Joyce N Sayama; Judith Guthertz; gdcmgr@ite.net; Joseph T. Duenas; John J Cruz, Jr.; Bernadette Lou Sablan
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

I abstain. Thanks for your understanding.
Blessings,
George

Get Outlook for iOS

From: Joseph Duenas <jtduenas@hotmail.com>
Sent: Thursday, May 18, 2017 3:39:15 PM
To: Kelly Clark
Cc: jtduenas@gpagwa.com; Francis Santos; George Bamba; Judith Guthertz; judiguthertz@pticom.com; gdcmgr@ite.net; CCU@gpagwa.com; Joyce N Sayama; John M Benavente; Bernadette Lou Sablan; John J.E.. Kim; Melinda R Camacho; John J Cruz, Jr.
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

Kelly,

I vote yes. Thank you.

Joey

Sent from my iPad

> On May 18, 2017, at 11:13 AM, Kelly Clark <koclark@guamwaterworks.org> wrote:
>
> Hafa Adai, Commissioners
>
> As acting GC for GPA this week, I am sending this matter out for a poll vote on a resolution to deal with an emergency situation that has arisen regarding diesel fuel inventories. As you will see from reading the justification and resolution, the primary supplier of Ultra Low Sulfur Diesel to GPA is unable to supply critical inventories under their contract. In fact, that vendor may run out of inventory as soon as tommorow. GPA has arranged with another vendor to supplement that inventory through an existing contract we have with them. Should the poll voting result in the authorization requested, that vote can be ratified at the next CCU meeting scheduled for next week.
>
> Thank you for your attention to this matter. As always, should you have any questions, please feel free to contact me at any time.
>
> Respectfully,
>
> Kelly
>
> [cid:image003.jpg@01CE10DC.DBC01050]
> Put respetu,
> Kelly O. Clark
> General Counsel

Bernadette Lou Sablan

From: Simon Sanchez <gdcmgr@guamdrycleaners.com>
Sent: Friday, May 19, 2017 2:05 PM
To: Bernadette Lou Sablan
Cc: Beatrice P. Limtiaco; Joyce N Sayama; CCU Board Members; John M Benavente; Kelly Clark; John J.E.. Kim; Melinda R Camacho; John J Cruz, Jr.
Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION

I also vote yes

Simon says

> On May 18, 2017, at 10:24 PM, Bernadette Lou Sablan <l.sablan@gpagwa.com> wrote:
>
> Hi Tricee,
>
> Attached is the POLL VOTE report to date for Resolution 2017-15 that was sent to the CCU, JohnB and Kelly Clark, John Kim, Melinda& John Cruz yesterday at 4:12 p.m. We have enough votes to move forward.
> I will have the report signed as concurred by JohnB and initialed by the CCU who voted at our meeting next Tuesday when the resolution is ratified.
>
> Best,
> Lou
>
> -----Original Message-----
> From: Joyce N Sayama
> Sent: Friday, May 19, 2017 7:12 AM
> To: Bernadette Lou Sablan
> Subject: Re: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR
> ULSD CONTRACT AND RESOLUTION
>
> Auntie lou,
>
> Tricee is requesting for results of the poll vote for procurement and their files. What is given for them to proceed?
>
> Sent from Joyce iPhone
>
>> On May 18, 2017, at 4:12 PM, Bernadette Lou Sablan <l.sablan@gpagwa.com> wrote:
>>
>> Hi Kelly,
>>
>> Confirming that Poll Vote results are 3 yes / 1 abstained thus far. Attached is official vote tally to date which will be included as support to the resolution upon ratification on May 23.
>>
>> Best,
>> Lou
>>

Bernadette Lou Sablan

From: Kelly Clark <koclark@guamwaterworks.org>
Sent: Thursday, May 18, 2017 11:14 AM
To: Joseph T. Duenas; Francis Santos; George Bamba; Judith Guthertz; judiguthertz@pticom.com; gdcmgr@ite.net; CCU Board Members
Cc: Joyce N Sayama; John M Benavente; Bernadette Lou Sablan; John J.E.. Kim; Melinda R Camacho; John J Cruz, Jr.
Subject: FW: POLL VOTE MATTER / RECORDATION OF VOTES ON RESOLUTION FOR ULSD CONTRACT AND RESOLUTION
Attachments: image001.jpg; GPA_ip&e amendment.docx; GPA-029-14 (IPE Holdings) - SIGNED CONTRACT.PDF; Resolution_Addl ULSD from IPE (w Poll Vote Certification).docx; jb ULSD Inventort Increase 5-18-17.pdf

Importance: High

Hafa Adai, Commissioners

As acting GC for GPA this week, I am sending this matter out for a poll vote on a resolution to deal with an emergency situation that has arisen regarding diesel fuel inventories. As you will see from reading the justification and resolution, the primary supplier of Ultra Low Sulfur Diesel to GPA is unable to supply critical inventories under their contract. In fact, that vendor may run out of inventory as soon as tommorow. GPA has arranged with another vendor to supplement that inventory through an existing contract we have with them. Should the poll voting result in the authorization requested, that vote can be ratified at the next CCU meeting scheduled for next week.

Thank you for your attention to this matter. As always, should you have any questions, please feel free to contact me at any time.

Respectfully,

Kelly

GUAM WATERWORKS AUTHORITY

Put respetu,

Kelly O. Clark
General Counsel
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
Telephone No.: (671) 300-6853 cell: 671-480-4224
E-mail address: koclark@guamwaterworks.org

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CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO.: 2017 - 16

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE GUAM PUBLIC UTILITIES COMMISSION FOR A CHANGE IN THE LEVELIZED ENERGY ADJUSTMENT CLAUSE

WHEREAS, the Guam Public Utilities Commission (GPUC) has established a Tariff under which the Guam Power Authority (GPA) is allowed to recover its fuel costs and fuel related costs under a factor which is reset and trued up every (6) six months through the Levelized Energy Adjustment Clause (LEAC); and

WHEREAS, the deadline for the next filing is June 15, 2017; and

WHEREAS, in the past, GPA experienced the highest LEAC rate of $0.209271/kWh in February 2013 to the lowest rate of $0.086613/kWh from February 2016 to January 2017, which was a drop of 58%;

WHEREAS, for the LEAC periods covered from February 1, 2016 through January 31, 2107, GPA maintained the secondary LEAC rate of $0.086613/kWh in anticipation of lower stabilized prices in the fuel market; during this period, however, GPA recognized a $6.5M under-recovery of fuel costs as market fuel prices rose instead; and

WHEREAS, for the LEAC periods covered from February 1, 2017 to July 31, 2017, GPA obtained the secondary LEAC rate of $0.105051/kWh which was 50% of full recovery of $0.123494/kWh to alleviate the impact on ratepayers; and

WHEREAS, the market price of fuel in the initial filing for the current period was projected to be $54.59/bbl for the (6) six-month period ending July 31, 2017, the current projection for the same period is $55.38/bbl and the projected price of fuel for the period ending January 31, 2018 is $56.79/bbl; and

WHEREAS, the recent news that OPEC members and Non-OPEC countries will be supporting the extension of production cuts until March 2018 resulted in fuel oil market price spikes to above $50/bbl and projected to continue to be between $50-$55/bbl range in the next several months; and

WHEREAS, GPA prefers to gradually true up fuel oil cost by phasing in increases over two (2) LEAC periods in order to again alleviate the impact on ratepayers, and therefore recommends the next LEAC rate to recover only half of the estimated total under recovery to lessen the impact to our ratepayers; and

WHEREAS, for the current LEAC periods covered from August 1, 2017 to January 31, 2018, GPA requests the secondary LEAC rate of $0.117755/kWh which is again 50% of full recovery of $0.130450/kWh to alleviate the impact on ratepayers; and

WHEREAS, GPA has determined that in this phase in approach, the Levelized Energy Adjustment Clause factor for secondary voltage service customers as well as alternative voltage customers will need to be increased from $0.105051/kWh to $0.117755/kWh for the period of August 1, 2017 to January 31, 2018; and

WHEREAS, in the phase in approach the effect of the change in the LEAC rate will result in an increase in the total bill by 6.4% or about a $12.70 increase on a 1000 kWh power bill, in order to recover 50% of the projected under-recovery; and

WHEREAS, based on the phase in approach, an under-recovery of about $7.8M is anticipated by the end of the LEAC period on January 31, 2018 which will not significantly impact working capital and other financial ratios; and

WHEREAS, GPA now is requesting the Consolidated Commission on Utilities to authorize the Authority to file such petition with the Guam Public Utilities Commission; and

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

The General Manager of the Guam Power Authority is authorized to petition the Guam Public Utilities Commission for an increase in the Levelized Energy Adjustment Clause (LEAC) factor for secondary voltage service customers from $0.105051/kWh to $0.117755/kWh to be effective for the period from August 1, 2017 thru January 31, 2018. (LEAC factors for alternative voltage levels are as reflected in the attached spreadsheets in the attached Exhibit A.)

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

J. GEORGE BAMBA
Secretary
Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, **J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes:	4
Nays:	0
Abstentions:	0
Absent:	1

Exhibit A

GPA
Proposed LEAC Rate ($000)

		PUC Approved [1] Eff 2/01/2017	Updated [2] Eff 2/01/2017	@ Full Cost Recovery Proposed Eff 8/01/2017	@ 50% Cost Recovery [3] Proposed Eff 8/01/2017	LEAC Rate Unchanged [4] Proposed Eff 8/01/2017
1	Average Price per Bbl-RFO [1]	$ 58.56	$ 55.38	$ 56.79	$ 56.79	$ 56.79
	Average Price per Gal-Diesel	$ 76.51	$ 69.62	$ 70.83	$ 70.83	$ 70.83
3	Number 6 (HSFO/LSFO)	$ 60,894	$ 57,246	$ 54,924	$ 54,924	$ 54,924
4	Number 2 (Diesel)	17,688	23,220	24,969	24,969	24,969
5	Renewable (Solar)	5,405	5,066	4,536	4,536	4,536
6	TOTAL COST	$ 83,988	$ 85,532	$ 84,430	$ 84,430	$ 84,430
7	Handling Costs	3,173	2,582	3,779	3,779	3,779
8	Total Current Fuel Expense	$ 87,160	$ 88,114	$ 88,209	$ 88,209	$ 88,209
9	Civilian Allocation	78.90%	79.33%	79.05%	79.05%	79.05%
10	LEAC Current Fuel Expense	$ 68,767	$ 70,602	$ 69,725	$ 69,725	$ 69,725
11	Deferred Fuel Expense	9,717	9,916	10,703	10,703	10,703
12	Cabras 3&4 Insurance Proceeds	(4,600)	(4,600)	-	-	-
13	Total LEAC Expense	$ 73,884	$ 75,917	$ 80,427	$ 80,427	$ 80,427
14	Less: Trans. Level Costs	(3,880)	(4,015)	(5,182)	(4,678)	(4,178)
15	Distribution Level Costs	$ 70,004	$ 71,903	$ 75,245	$ 75,750	$ 76,249
16	Under recovery at the end of the period	$ (11,034)	$ (10,703)	$ -	$ (7,827)	$ (15,655)
17	Adjusted Distribution Level Costs	$ 58,970	$ 61,200	$ 75,245	$ 67,922	$ 60,595
18	Distribution Level Sales (mWh)	561,343	582,701	576,812	576,812	576,812
19	LEAC Factor Distribution	0.105051	0.105051	0.130450	0.117755	0.105051
20	Current LEAC Factor Distribution	0.086613		0.105051	0.105051	0.105051
21	Increase/(Decrease)	0.01844		0.02540	0.01270	(0.00000)
22	Monthly Increase/(Decrease) - 1000 kWh	$ 18.44		$ 25.40	$ 12.70	$ (0.00)
23	% Increase/(Decrease) in LEAC	21.3%		24.2%	12.1%	0.0%
24	% Increase/(Decrease) in Total Bill	10.2%		12.7%	6.4%	0.0%
25	Discount (3%) - Primary 13.8 KV	0.101987		0.126500	0.114188	0.101987
26	Discount (4%) - 34.5 KV	0.101704		0.126135	0.113859	0.101704
27	Discount (5%) - 115 KV	0.100496		0.124582	0.112458	0.100496

Notes:

(1) PUC approved the recovery of only $11 million, 1/2 of the $22 million estimated under recovery in this LEAC period.

(2) With the updated actual values through March 2017 and updated MS Noon Call (May 5-12, 2017), the under recovery at the end of the current period is $10.7 million compared to the

(3) If LEAC rate is set to recover 50% of the under recovery, the remaining projected ending Fuel Cost under recovery of $7.8 million will be carried forward to the next LEAC period.

(4) If LEAC rate is unchanged, the projected ending Fuel Cost under recovery is $15.7 million and will be carried forward to the next LEAC period.

Doc. No. 34GL-17-0807.*

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017-17

RELATIVE TO AUTHORIZING THE APPROVAL OF A BOND ISSUANCE TO REFINANCE PORTION OF THE 2010 REVENUE BOND

WHEREAS, the Consolidated Commission on Utilities is a body corporate a politic, organized and existing under the laws of the Government of Guam; and

WHEREAS, the Consolidated Commission on Utilities is the governing body of the Guam Power Authority ("GPA"); and

WHEREAS, GPA has been pursuing strategies for reducing debt service payments; and

WHEREAS, one strategy that has emerged as a result of historically low interest rates has been the concept of refunding portion of GPA's 2010 Series A revenue bonds for interest rate savings; and

WHEREAS, GPA expects that opportunities will arise from time to time to refund all or a portion of its other then outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers; and

WHEREAS, low interest rate warrants action from the CCU; and

WHEREAS, after several months of reviewing this strategy with Barclays, GPA Bond Counsel, and GEDA, GPA believes this strategy provides significant benefit for GPA ratepayers; and

WHEREAS, this transaction will need the approval of the Guam Legislature, GEDA, the PUC, and the Governor; and

WHEREAS, the CCU desires to pursue this plan for refinancing of GPA's debt service costs in order to provide a net present value savings to ratepayers; and

WHEREAS, the present value of debt service on the refunding bonds will be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate; and

NOW THEREFORE, BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTLITIES, AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:

1. The General Manager is authorized to proceed forward with the refund of outstanding revenue bonds.
2. The General Manager is authorized to petition the Public Utilities Commission for authorization to complete the bond refunding initiative.
3. The General Manager is authorized to submit the proposed bond refinancing legislation (see attached) to the Guam Legislature.
4. The General Manager is authorized to seek approval to GEDA to proceed with the proposed bond refunding.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
CHAIRMAN

Attested by:

J. GEORGE BAMBA
SECRETARY

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do hereby certifies as follows:

The foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

I MINA'TRENTAI KUATRO NA LIHESLÅTURAN GUÅHAN
2017 (FIRST) Regular Session

Bill No. _____

Introduced by:

AN ACT TO APPROVE THE TERMS AND CONDITIONS OF GUAM POWER AUTHORITY REVENUE BONDS TO REFUND OUTSTANDING GUAM POWER AUTHORITY REVENUE BONDS.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent.

(a) *I Liheslaturan Guåhan* finds that § 8203 of Title 12 of the Guam Code Annotated provides that Guam Power Authority ("GPA") is authorized to incur indebtedness by the issuance of revenue bonds with the approval of *I Maga'lahi* (the Governor) to raise funds for the purpose of establishing the electric power system of GPA, or of acquiring lands for the system, or of acquiring, constructing, improving, equipping, maintaining, repairing, renewing, replacing, reconstructing or insuring the system, or any part thereof, or for the purpose of refunding any such bonds, or for any combination of such purposes.

(b) § 12105 of Title 12 of the Guam Code Annotated provides that the GPA shall not enter into any contractual agreements or obligations (including bonds) which could increase rates and charges prior to the written approval of the Guam Public Utilities Commission (the "GPUC").

(c) § 50103 of Title 12 of the Guam Code Annotated provides that public corporations of the government of Guam, including GPA, shall issue bonds and other obligations only by means of, and through the agency of the Guam Economic Development Authority ("GEDA"), and that GEDA shall not sell any bond without the approval by *I Liheslaturan Guahan* of the terms and conditions of the bonds.

(d) Based on historical low interest rates and current market conditions, GPA expects to be able to refund certain maturities of its outstanding 2010 Series A revenue bonds for debt service savings. In addition, GPA expects that opportunities will arise from time to time to refund all or a portion of its other then outstanding revenue bonds for debt service savings, which is expected to result in potential savings to ratepayers.

(e) In order to benefit ratepayers, *I Liheslaturan Guahan* has determined to approve the issuance of revenue bonds by GPA for the purpose described in the above immediately preceding paragraph, all subject to approval by the Consolidated Commission on Utilities ("CCU"), *I Maga'lahen Guahan*, the GPUC, and the Board of Directors of GEDA in accordance with law.

Section 2. Approval of the Terms and Conditions of GPA Refunding Bonds.

I Liheslaturan Guahan, pursuant to §50103(k) of Title 12 of the Guam Code Annotated, hereby approves the terms and conditions of the issuance of senior revenue bonds in one or more series or issues by GPA for the purpose of refunding all or a portion of its currently outstanding 2010 Series A revenue bonds, as well as GPA's other then outstanding revenue bonds from time to time (such refunded revenue bonds being

referred to herein as the "prior bonds"), in accordance with the following requirements, limitations, terms and conditions:

(a) The aggregate principal amount of the refunding bonds shall not exceed the sum of (i) the amount determined in accordance with Section 8229 of Title 12 of the Guam Code Annotated, plus (ii) any additional amount needed to provide for a deposit to the debt service reserve in connection with the issuance of the refunding bonds.

(b) All obligation of GPA to pay debt service on, and the redemption price of, the prior bonds shall be discharged concurrently with the issuance of the refunding bonds. Thereafter, the prior bonds shall be payable solely from and secured solely by an escrow established for such purpose in accordance with GPA's existing bond indenture.

(c) The final maturity of the refunding bonds shall not exceed the final maturity of the prior bonds. For clarity, the final maturity of the refunding bonds may exceed the maturity of an individual series of prior bonds so long as the final maturity of all such prior bonds is not exceeded.

(d) Such bonds shall be issued and sold pursuant to GPA's existing bond indenture and in compliance with the provisions of Chapter 8 of Title 12 of the Guam Code Annotated, including approval by the CCU and by *I Maga'lahen Guahan* as provided therein.

(e) The sale of the bonds shall be approved by the Board of Directors of GEDA as provided by Chapter 50 of Title 12 of the Guam Code Annotated and the terms and conditions of the issuance of the bonds shall be approved by the GPUC as provided by Chapter 12 of Title 12 of the Guam Code Annotated.

(f) that the present value of debt service on the refunding bonds shall be at least two percent (2%) less than the present value of debt service on the prior bonds, using the yield on the refunding bonds as the discount rate.

(g) Promptly following the approval of the issuance of refunding bonds by GPA under this Section by the CCU, the CCU shall provide *I Liheslaturan Guahan* a copy of the resolution providing for such approval.

Section 3. Severability. If any provision of this Act or its application to any person or circumstances is found to be invalid or contrary to law, such invalidity *shall not* affect other provisions or applications of this Act that can be given effect without the invalid provisions or application, and to this end the provisions of this Act are severable.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017-18

RESOLUTION RELATIVE TO THE AUTHORIZATION TO PROCURE THE SECURE WEB GATEWAY APPLICATION SOFTWARE FROM PACIFIC DATA SYSTEMS

WHEREAS, the Consolidated Commission on Utilities (CCU) is the governing body for the Guam Power Authority; and

WHEREAS, the Consolidated Commission on Utilities strongly support Cyber-Security initiatives to identify opportunities to ensure a safe and secured network infrastructure; and

WHEREAS, the Consolidated Commission on Utilities strongly supports GPA to build a Secure and Reliable Network Infrastructure that is resilient to today's evolving cyber- threat landscape; and

WHEREAS, GPA seeks to procure, install, configure, test and deploy the Secure Web Gateway solution to protect GPA's Web accessing Servers, Client PCs and Devices; and

WHEREAS, GPA's evaluation committee has selected Pacific Data Systems, who was the only responding bidder; and

WHEREAS, GPA's evaluation committee recommended the award of the RFP GPA-036-17 to Pacific Data Systems; and

WHEREAS, Pacific Data Systems offers met the requirements of GPA's specifications and the amount offered of $317,110.63 9 (Exhibit A) has been determined to be fair and reasonable; and

WHEREAS, the cost for the application software with 1,000 users includes Active-Active state, which is defined as 2 applications running concurrently to ensure redundancy and resiliency, and

NOW THEREFORE, BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTLITIES, AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:

1. After Careful consideration, the Consolidated Commission on Utilities finds the procurement of the Secure Web Gateway Application Software to be reasonable, prudent and necessary to build a secure and reliable network infrastructure that is resilient to today's evolving cyber-threat landscape; and

2. The General Manager of Guam Power Authority is hereby authorized to procure the Secured Web Gateway under RFP GPA-056-17 from Pacific Data Systems, for the amount of $317,110.63 for fiscal year 2017.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:	**Attested by:**
JOSEPH T. DUENAS	**J. GEORGE BAMBA**
Chairman	**CCU Board Secretary**

I, J. George Bamba, Secretary of the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 4

NAYS: 0

ABSENT: 1

ABSTAIN: 0

Exhibit A

Description	Amount
Secured Web Gate	$220,396.41
Reporting Solutions	$33,937.25
Installation, Configuration & Deployment	$40,473.01
Annual Support Services	$3,070.58
Training	$19,233.38
Total Cost	$317,110.63

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Resolution No. 2017-19
REQUEST TO AUTHORIZE EXPENDITURE FOR THE PROCURMENT OF 45 FOOT CLASS B CONCRETE POWER POLES

WHEREAS, the Guam Power Authority (GPA) owns, operates and maintains electrical transmission and distribution systems through an overhead infrastructure composed of concrete poles; and

WHEREAS, the GPA has analyzed historical usage of 45 foot concrete poles and determined safety stock levels; and

WHEREAS, the GPA's inventory of 45 foot concrete poles will be severely diminished and below safe stock levels in six months; and

WHEREAS, 45 foot concrete power poles require at least six months lead time for procurement, manufacturer, testing, and delivery; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure 45 foot Class B concrete power poles through Bid Invitation No. GPA-053-17, Line Item 1.0, describing the specifications of the 45 foot Class B concrete power poles and information required of each offeror; and

WHEREAS, *America's Best Electricmart Inc.* and *Benson Guam Enterprises Inc.* submitted bids for GPA's consideration; and

WHEREAS, GPA's Evaluation Committee has determined *Benson Guam Enterprises Inc.* to be the lowest responsive bidder for the 45 foot Class B concrete power poles; and

WHEREAS, GPA is seeking approval from the Consolidated Commission on Utilities to award the contract to *Benson Guam Enterprises Inc.*

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. After careful consideration, the Consolidated Commission on Utilities finds the procurement of two hundred (200) each 45 foot concrete power poles to be reasonable, prudent and necessary for the maintenance and improvement of the GPA Transmission & Distribution system.

2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority up to $749,600 for the purpose of procuring two hundred (200) 45 foot concrete power poles from Benson Guam Enterprises Inc.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY and REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY, 2017.

Certified by:

JOSEPH T. DUENAS
Chairman

Attested by:

J. GEORGE BAMBA
CCU Board Secretary

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4
Nays: 0
Absent: 1
Abstain: 0

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017–20

AUTHORIZING MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES TO SUPPORT GPA'S RESOURCE PLANS (RFP-17-002) TO LEIDOS, INC.

WHEREAS, the most recent IRP recommended the conversion from RFO to ULSD or LNG and the continued use of Piti #7, #8 and #9; and

WHEREAS, GPA's Energy Conversion Agreements for Piti #7 and Piti #8 and 9 are expiring within the next two years and ownership will transfer to GPA; and

WHEREAS, transition to ULSD will require assessment of current resources, construction and installation of new facilities, or modification of current facilities to retrofit them for ULSD usage; and

WHEREAS, to ensure proper transition of ownership and continued reliability, efficiency and availability of the power plants after the Energy Conversion Agreement period, adequate planning and assessment are needed; and

WHEREAS, in preparation for these tasks, GPA solicited the services of a firm or consortium of firms to provide Engineering and Technical Services supporting Resource Plans (RFP-17-002), through Resolution 2016-58 and PUC Docket 1705; and

WHEREAS, LEIDOS, Inc. was determined to be the most qualified proponent (Exhibit A);

WHEREAS, approval is requested to allow the General Manager to award the contract to Leidos, Inc. for task orders not exceeding $1,000,000.00 in 2017-2018.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES subject to the review and approval of the Public Utilities Commission as follows:

1. The General Manager is authorized to proceed with the award of RFP-17-002 for Engineering and Technical Services to Support GPA's Resource Plans to LEIDOS, Inc.
2. The General Manager is authorized an increase in contracting authority on this contract to $1,000,000.00.

RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution.

DULY and REGULARY ADOPTED this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
CHAIRMAN

Attested by:

J. GEORGE BAMBA
SECRETARY

SECRETARY'S CERTIFICATE

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4
Nays: 0
Absent: 1
Abstain: 0

APPENDIX A

COMMITTEE-WIDE EVALUATION AND RANKING OF PROPONENTS

APPENDIX A

STEP TWO

COMMITTEE-WIDE EVALUATION FORM

Row #	PROPONENT	EVALUATOR STEP TWO - POINTS AWARDED							TOTAL	RANK
		1	2	3	4	5	6	7		
1	TRC		1	3			5		9	
2	SEGA, INC.	1			3		1	1	6	
3	KEPCO E&C - AMORIENT	5	3	5		1	3		17	2nd
4	Stanley Consultants			1	1	3		5	10	3rd
5	LEIDOS	3	5		5	5	5	3	26	1st
6	HDR								0	
7	GHD								0	

*Note: 5 points awarded to most qualified (highest scored) proponent; 3 points to 2nd highest scored proponent, and 1 point for 3rd highest scored proponent. All other proponents get 0 score.

Doc. No. 34GL-17-0807.*

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

Resolution 2017-21

Approval for Procurement of 34.5 kV SF_6 Breakers

WHEREAS, the oil power circuit breakers installed in the Barrigada and Harmon Substations were manufactured in the 1960's and 1970's and are now antiquated; and

WHEREAS, the existing power circuit breakers have exceeded their recommended life span of 25 years; and

WHEREAS, the customers served by the Barrigada and Harmon Substations are vulnerable to outages due to the aging power circuit breakers; and

WHEREAS, GPA seeks to mitigate future outages associated with these aging power circuit breakers; and

WHEREAS, SF_6 power circuit breakers are more reliable, safer and require less maintenance, which will bolster GPA's efforts to improve system reliability; and

WHEREAS, GPA included the funding necessary for the 34.5 kV breakers in their approved FY 2017 CIP budget; and

WHEREAS, the Consolidated Commission on Utilities fully supports GPA's efforts to increase system reliability in a cost effective manner through the replacement of the antiquated power circuit breakers; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure power circuit breakers through Bid Invitation No. GPA-037-17, Line Item 2.0, describing the specifications of the power circuit breakers and information required of each offeror; and

WHEREAS, *R&D Marketing, America's Best Electricmart Inc., Benson Guam Enterprises Inc., JMI Edison, and Polyphase System Inc.* submitted bids for GPA's consideration; and

WHEREAS, GPA's Evaluation Committee has determined *Polyphase System Inc.* to be the lowest responsive bidder for the 34.5 kV SF6 circuit breakers; and

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. After careful review of the attached documents, the Consolidated Commission on Utilities finds the purchase of five (5) each 34.5 kV SF_6 power circuit breakers for the 34.5 kV breaker upgrades at the Barrigada and Harmon Substations to be reasonable, prudent and necessary to improve system reliability and increase safety.
2. The General Manager of GPA is hereby authorized obligating authority of **$291,335.00** for the purpose of procuring five (5) each 34.5 kV SF_6 power circuit breakers.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

Buyer: Dawn F.

GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O. BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96910-2977

RECEIVED
APR 14 2017
GPA
PROCUREMENT
10:00

MEMORANDUM

Guam Power Authority
Assistant Manager, OPTS
17-352
APR 10 2017
RECEIVED
By: Time: 1:41 pm

To: Supply Management Administrator

From: Committee Members

Date: April 10, 2017

Subject: Bid Evaluation for GPA-037-17, SF6 Circuit Breakers

The evaluation committee members have completed reviewing the offers for the subject bid. See results below.

Line Item 1.0 (115 kV SF6 Circuit Breakers)

Vendor	Make	Evaluation
R&D Marketing (Basic offer)	Siemens	Meets specifications
R&D Marketing (Alternate offer)	Alstom	Meets specifications
America's Best Electricmart Inc.	Siemens	Meets specifications
Benson Guam Enterprises Inc.	Siemens	Meets specifications
JMI Edison	Siemens	Meets specifications
Polyphase System Inc. (Basic offer)	Siemens	Meets specifications
Polyphase System Inc. (Alternate offer)	ABB	Does not meet specifications. Vendor did not complete and submit section 10.0 on GPA Specifications E-039 for this offer, as required.

Line Item 2.0 (34.5 kV SF6 Circuit Breakers)

Vendor	Make	Evaluation
R&D Marketing (Basic offer)	Siemens	Meets specifications
R&D Marketing (Alternate offer)	Alstom	Does not meet specifications. Vendor offering breakers rated 2000 Amperes when specifications requires rating of

		3000 Amperes.
America's Best Electricmart Inc.	Siemens	Meets specifications
Benson Guam Enterprises Inc.	Siemens	Meets specifications
JMI Edison	Siemens	Meets specifications
Polyphase System Inc. (Basic offer)	Siemens	Meets specifications
Polyphase System Inc. (Alternate offer)	ABB	Does not meet specifications. Vendor did not complete and submit section 10.0 on GPA Specifications E-017 for this offer, as required.

The committee therefore recommends awarding Line Item 1.0 to R&D Marketing for their alternate offer, and Line Item 2.0 to Polyphase System Inc. for their basic offer. They are the lowest responsive bidder for their respective Line Item group.

Vincent A. Pangelinan, P.E.
T&D, Power Systems Superintendent

Jerald P. Taitano
T&D, Substation Electrician Supervisor

Alexander B. Salomon
Engineering, Engineer II

Concurred by: _____ 4/10/17
Melinda C. Mafnas, P.E. Date
Assistant General Manager of Operations

Approved by: _____ 4/12/17
John M. Benavente, P.E. Date
General Manager

received
4/11/17 GM056-4.17

Number of Invitations Issued: 6
Number of Bids Received: 5

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: GPA-037-17
Opening Date: 07/8/17
Opening Time: 2:00 PM

Description of Supplies or Services: 5kV Circuit Breakers

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0	2.0
				QTY	3	5
				UNIT	EA.	EA.
				DELIVERY	24 WEEKS ARO	24 WEEKS ARO
				MFG.		
1.)	R&D MARKETING			BASIC	$94,896.00	$67,459.00
	STANDBY LETTER OF CREDIT NO: 01-SB-1298			MFR	SIEMENS INDUSTRY INC	SIEMENS INDUSTRY INC
	AMT: $94,000.00; ORIG AFFDS of			DEL	ARO	ARO
	GPA-041-17 - MANUFACTURER; NON-COLLUSION;					
	NO GRATUITIES; ETHICAL STANDARDS; WAGE			ACT	$89,350.00	$59,537.00
	DETERMINATION; SEX OFFENDERS; CONTR			MFR	ALSTOM GRID	ALSTOM GRID LLC
	AGREEMENT; BUSINESS LICENSE; COMPLIANCE			DEL	ARO	ARO
2.)	AMERICA'S BEST ELECTRICMART INC.				$99,378.41	$85,950.00
	BID BOND NO: BND2500119-A-01; 15% OF			MFR	SIEMENS	SIEMENS
	BID; CERT. OF CONTINUITY; AFFD - MANUFACTURER;			DEL	ARO	ARO
	NON COLLUSION; NO GRATUITIES; ETHICAL STANDARDS					
	WAGE DETERMINATION; SEX OFFENDERS; CONTR					
	AGREEMENT; BUSINESS LICENSE;					
	COMPLIANCE					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By: [illegible]
Date: 07/08/17

Jesse T. Roy

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) blocked above)

BASIS FOR AWARD
- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

Doc. No. 34GL-17-0807.*

(It is not necessary to fill in this portion if data is recorded elsewhere)

Hardy Ivy / Benson
Ronald Carolina / PSI
JODITH TOUES JANI EDICot
BERNARD PATRIARCHE JIM GIBSON
Dave Hicks America's Best Electricant.
R Turnbow PhD

ADMINISTRATIVE STATEMENT (When applicable)

Doc. No. 34GL-17-0807.*

Number of Bids Received: 6
5

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: GPA-037-17
Opening Date: 03-28-17 Opening Time: 1:00 pm

Description of Supplies or Services: SF6 Circuit Breakers

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0	2.0
			QTY	3	5
			UNIT	EA.	EA.
			DELIVERY	24 weeks ARO	24 weeks ARO
			MFG		
3) BENSON GUAM ENTERPRISES INC.				$82,640.00	$59,968.00
BID BOND NO: AGA-2895-B; 15% OF AMT;			MFR	SIEMENS INDUSTRY INC	SIEMENS INDUSTRY INC
CERT. OF AUTHORITY; DR.16 ATTD W/GPA-037-17			DEL	ATS	ATS
MAJOR SHARE; NON COLLUSION; NO ERRORS/OMITS;					
ETHICAL STANDARDS; WAGE DETERMINATION;					
SEX OFFENDERS; LOCAL PROCUREMENT;					
BUSINESS LICENSE; LITERATURE					
4) IMI EDISON				$89,800.00	$65,280.00
BID BOND NO: KIC-14925-B; 15% OF BID;			MFR	SIEMENS INDUSTRY INC	SIEMENS INDUSTRY INC
CERT. OF AUTHORITY; ATTDS - INITIALS/SIGNS;			DEL	ATS	ATS
NON COLLUSION; NO ERRORS; ETHICAL					
STANDARDS; WAGE DETERMINATION; SEX					
OFFENDERS; LOCAL PROCUREMENT; BUSINESS					
LICENSE; LITERATURE					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By: Joe Jayoro

Date: 03/28/17

Jesse T. Reyes

BASIS FOR AWARD

- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) if items shown)

Doc. No. 34GL-17-0807.*

ADMINISTRATIVE STATEMENT (Write up below)

(It is not necessary to fill in this portion if data is recorded elsewhere)

Number of Bids Received: 6

Number of Bids Received: 5

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: IFB-037-17
Opening Date: 03-08-17 Opening Time: 2:00 PM.

Description of Supplies or Services: SF6 circuit Breakers

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0	2.0
				QTY	3	5
				UNIT	EA.	EA.
				DELIVERY	24 WEEKS ARO	24 WEEKS ARO
				MFG		
5)	POLYPHASE SYSTEM INC.			BASE	$85,250.00	$58,267.00
	BID BOND NO. AWD250021-A-01; 15%			MFR	SIEMENS	SIEMENS
	OF BID; CERT. OF AUTHORITY; AFFDS -			DEL	A/S	A/S
	NON-COMPLYING; NON-COLLUSION; NO CONTINGENT;					
	OTHER STANDARDS; CERT. DETERMINATION;			NET	$82,750.00	$57,995.00
	SEC. OFFENDERS; CERT. PROCUREMENT;			MFR	ABB	ABB
	BUSINESS LICENSE; CERTIFICATE			DEL	A/S	A/S

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.

(Signature)

Tabulated By: [signature]

Date: 03/08/17

Jenel Reyes

BASIS FOR AWARD

- ☐ Lowest Responsive Bidder
- ☐ Tie Bid
- ☐ Only Bid
- ☐ Other Than Lowest Responsive Bidder (See explanation on reverse hereof or attached)

Number of Awards (Contractors)

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) shown above)

Doc. No. 34GL-17-0807.*

(It is not necessary to fill in this portion if data is recorded elsewhere)

ADMINISTRATIVE STATEMENT *(When applicable)*

Doc. No. 34GL-17-0807.*

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GPA RESOLUTION NO. 2017-22
GWA RESOLUTION NO. 31-FY2017

RELATIVE TO AUTHORIZING AN INCREASE OF OBLIGATING AUTHORITY FOR THE GENERAL MANAGERS OF GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY

WHEREAS, 12 GCA Chapter 79 created the Consolidated Commission on Utilities (CCU) and authorized the Consolidated Commission on Utilities (CCU) to exercise powers vested in them by the laws establishing the Guam Power Authority (GPA) and the Guam Waterworks Authority (GWA); and

WHEREAS, the current obligating authority granted to the General Managers of GPA and GWA by the CCU is limited to $250,000; and

WHEREAS, any GPA or GWA expenditure above the $250,000 threshold requires the Consolidated Commission on Utilities approval; and

WHEREAS, the Consolidated Commission on Utilities grants approval for expenditures above the $250,000 threshold based on sound justification and prudent governmental and business practices; and

WHEREAS, the current process requires GPA and GWA to return to the CCU for approval of any change orders of any amount approved above the $250,000 threshold; and

WHEREAS, the CCU desires to streamline the approval process by allowing the General Managers of GPA and GWA the authority to obligate their respective agencies, including change orders, up to and including the threshold amount of $750,000.00; and

WHEREAS, the $750,000.00 threshold will not alter or diminish the current statutory requirements of any applicable notification to the Guam Attorney General's office and/or Guam Public Utility Commission approval;

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. After careful consideration of existing policies and best practices, the Consolidated Commission on Utilities finds that authorizing the General Managers of GPA and GWA to obligate their agencies up to and including the amount of $750,000.00 is reasonable and prudent.
3. The General Managers of GPA and GWA are hereby authorized an increase in obligating authority up to and including $750,000.00 without further CCU approval.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 4

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

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CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 2017 - 23

RELATIVE TO SUPPORTING PROPOSED DRAFT LEGISLATION FOR ACQUISITION OF CERTAIN GUAM ANCESTRAL LANDS COMMISSION PROPERTIES FOR THE NEW GENERATION POWER PLANT

WHEREAS, in October 2016 the PUC authorized GPA to initiate the procurement of up to 180 MW of new generation as part of the GPA Integrated Resource Plan to meet future demand and comply with USEPA emissions regulations; and

WHEREAS, CCU Resolution 2016-22 in November 2016 authorized GPA to procure 30-40 acres of land located in the Harmon area for the new generation power plant site; and

WHEREAS, GPA had determined the Harmon area to be reasonable, prudent and necessary for reliable operation of the new generation power plant because the location is:

- elevated from potential tidal waves and/or storm surges
- close to a major substation and customer load
- close to the GWA Wastewater Treatment Plant for cooling water alternative; and

WHEREAS, the acquisition of land is critical in developing the bid specifications for the bid for the new generation power plant; and

WHEREAS, GPA issued a Multi-Step bid for land in February 2017 which only attracted two bid proposals and was cancelled due to both bids not complying with the bid specifications; and

WHEREAS, there are concerns based on the lack of participation in the recent bid and potential additional delays in the bid process which may significantly delay the procurement for the new generation power plant; and

WHEREAS, GWA was recently approved to purchase 17 Acres from Guam Ancestral Lands Commission (GALC) for the expansion of the Northern District Wastewater Treatment Plant (NDWWTP); and

WHEREAS, GWA, with support from GALC, successfully obtained legislation authorizing GWA to purchase the property and zone the land for Public Use; and

WHEREAS, GALC has substantial Acreage adjacent to the GWA purchased land which would be ideal for the new generation power plant. A similar arrangement to the GWA purchase would expedite the procurement process for the new generation power plant; and

WHEREAS, GPA has recently determined after consultation with the Engineering, Procurement & Construction Management (EPCM), that it would need closer to 40 acres for the power plant, substation, liquid and natural gas fuel storage and operating facilities; and

WHEREAS, GPA is seeking authorization to pursue a purchase from GALC of 40 acres and any legislation required under a similar arrangement as the recent GWA purchase.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES, the GOVERNING BODY of the GUAM POWER AUTHORITY as FOLLOWS:

1. The CCU supports the intent of the draft attached bill with modification as deemed appropriate

AN ACT TO TRANSFER A PORTION OF LOT IDENTIFIED AS ANDERSEN COMMUNICATION ANNEX NO. 1 (AJKD), MUNICIPALITY OF DEDEDO AS SHOWN ON DEPARTMENT OF LAND MANAGEMENT PARCELING SURVEY MAP DESCRIBING LOT 10190 , MUNICIPALITY OF DEDEDO WITH AN AREA OF ±162,000. SQUARE METERS or 40.00 ACRES FROM THE GUAM ANCESTRAL LAND COMMISSION INVENTORY TO THE GUAM POWER AUTHORITY FOR THE PURPOSE OF CONSTRUCTION OF THE 180 MEGAWATT POWERPLANT AND SUPPORT FACILITY; AND TO REZONE A PORTION OF ANDERSEN COMMUNICATION ANNEX No. 1 (AJKD), MUNICIPALITY OF DEDEDO, AS SHOWN ON DEPARTMENT OF LAND MANAGEMENT SKETCH IDENTIFIED AS NDWWTP FROM HOTEL (H), IN ACCORDANCE WITH THE OFFICIAL ZONING MAP COVERING THE MUNICIPALITY OF DEDEDO "DOS AMANTES" PLANNING AREA, INSTRUMENT N0. 817995 TO PUBLIC FACILITY ZONE (PF).

RESOLVED, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED AND APPROVED THIS 23rd DAY OF MAY 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

J. GEORGE BAMBA
Secretary
Consolidated Commission on Utilities

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 28–FY2017

RELATIVE TO APPROVAL OF CONSTRUCTION MANAGEMENT SERVICES CHANGE ORDER #2 FOR THE SOUTHERN SSES REHABILITATION – PHASE II (SANTA RITA-BAZA GARDENS-TALOFOFO) PROJECT S15-001-EPA

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to repair and rehabilitate the water and wastewater system infrastructure; and

WHEREAS, GWA has a number of important USEPA State Revolving Fund projects including the rehabilitation of gravity sewer mains and manholes to address Infiltration and Inflow (I&I) in the villages of Baza Gardens, Santa Rita, and Talofofo; and

WHEREAS, the intent of this project is to reduce I&I within the wastewater collection system and decrease the volume of storm water that enters into the collection system tributary to the Baza Gardens and Agat-Santa Rita WWTPs causing GWA to incur additional costs to operate the sewer pump stations and treatment plants; and

WHEREAS, on July 28, 2016, GWA entered into a contract with EMPSCO Engineering Consultants (See Exhibit A – CM Contract) to provide Construction Management Services for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo) construction project, in the amount of Two Hundred Fourteen Thousand Two Hundred Forty-Six Dollars and Twenty-Eight Cents ($214,246.28); and

WHEREAS, GWA subsequently amended the EMSPCO contract (See Exhibit B – Change Order #1) to include wetland delineation work due to the close proximity of the existing wetland to the work area and to confirm that no additional Army Corp of Engineers permits were necessary in which this additional work increased the EMPCOS contract amount by Two Thousand Three Hundred Ninety Four Dollars and Forty One Cents ($2,394.41) or a total of Two Hundred Sixteen Thousand Six Hundred Forty Dollars and Sixty Nine Cents ($216,640.69); and

WHEREAS, award of the Construction Management Services contract to EMPSCO Engineering Consultants on July 28, 2016 and the subsequent Change Order #1 was within the authority of the GWA General Manager due to the contract amount not exceeding Two Hundred Fifty Thousand Dollars ($250,000.00); and

WHEREAS, construction delays by the construction contractor (ProPacific Builders Corporation) for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo) project are anticipated to extend the construction contract by approximately 123 calendar days however GWA and the Project Management team, Brown and Caldwell, are still verifying the validity of ProPacific Builder's claim of additional time which may be less than approximated; and

WHEREAS, GWA requires the Construction Manager to manage all construction activities, including anticipated work thus GWA requested the EMSPCO to submitted a cost proposal (See Exhibit C – Cost Proposal) for anticipated CM services to cover approved additional construct work for which GWA will only fund actual CM work; and

WHEREAS, GWA Management seeks CCU approval to increase the EMPSCO's contract amount to not exceed an additional Eighty One Thousand Four Hundred Fifty Five Dollars and Eighty One Cents ($81,455.81) or Two Hundred Ninety Eight Thousand Ninety Six Dollars and Fifty Cents ($298,096.50), which includes construction management, inspection, and project coordination services during the approved additional days for construction; and

WHEREAS, funding for this project is from USEPA Grant Funds and, if necessary, GWA Bond funds under WW 09-06 Wastewater Collection System Replacement/Rehabilitation; and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve the following:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the terms of the additional fee proposal submitted by EMPSCO Engineering Consultants are fair and reasonable.
3. The CCU finds that the terms and conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
4. The CCU hereby authorizes the management of GWA to increase the contract with EMPSCO Engineering Consultants by the amount not to exceed of Eighty One Thousand Four Hundred Fifty Five Dollars and Eighty One Cents ($81,455.81).
5. The CCU hereby further approves the total authorized funding amount for this project to be Two Hundred Ninety Eight Thousand Ninety Six Dollars and Fifty Cents ($298,096.50).

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 4

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

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CONSTRUCTION MANAGEMENT SERVICES
CONTRACT BETWEEN THE GUAM WATERWORKS AUTHORITY
AND EMPSCO ENGINEERING CONSULTANTS

THIS AGREEMENT is made this 28th day of July, 2016, by and between the Guam Waterworks Authority ("GWA"), whose business address is 578 N. Marine Drive, Tamuning, GU 96913, and EMPSCO Engineering Consultants ("Consultant") whose business address is 1998 EMPSCO Building, Route 16, Dededo, Guam 96929 and having Guam business license number (PEALS COA) No. 108 for Construction Management services.

WHEREAS, GWA intends to engage the professional services of the Consultant to provide Construction Management Services to GWA for RFP-05-ENG-2015 for the following project: Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo).

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best public interest to be performed under contract by professional personnel rather than by employees in the service of GWA; and

WHEREAS, the Procurement Officer has provided adequate public announcement of the need for such services through a Request for Proposals describing the type of services required and specifying the type of information and data required of each offeror and the relative importance of particular qualifications; and

WHEREAS, the Consultant has submitted a statement of qualifications and an interest in providing such services; and

WHEREAS, the award of this contract to the Consultant has been made pursuant to a written finding by the purchasing agent that the Consultant is the best qualified based upon evaluation factors set forth in the request for proposal, and the negotiation of compensation has been determined to be fair and reasonable;

WITNESSETH, GWA and the Consultant, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I. PURPOSE:

To engage the professional services of the Consultant to provide Construction Management

Services to GWA for the following project: Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofofo).

SECTION II. SCOPE OF SERVICES:

The Consultant agrees to accept appointment as a Consultant to the Guam Waterworks Authority providing his best efforts to the performance of duties and responsibilities as outlined in the GWA Request for Proposals No. RFP-05-ENG-2015 and the Consultant's Scope of Work and fee proposal dated June 15, 2016, (attached hereto as Exhibit A) all of which are incorporated herein by reference in their entirety and in accordance with all local and federal laws, rules, regulations and policies applicable hereto. For the purposes of this Contract, the Consultant shall be an independent Contracting Consultant.

SECTION III. CONTRACT TERM:

Subject to Section IV, the Consultant shall perform work provided in the Scope of Work after Consultant's receipt of written Notice to Proceed from the Guam Waterworks Authority. The Consultant shall provide the services called for in the Scope of Work in accordance with a schedule acceptable to GWA. No extension of services will be granted, unless there will be additional work added to the Scope of Work dated June 15, 2016 subject to Section XIV and other applicable provisions of this Contract..

SECTION IV. CONSULTANT'S COMPENSATION FOR SERVICES:

The Guam Waterworks Authority will compensate the Consultant for all services performed pursuant to Section II, supra, in the maximum amount of Two Hundred Fourteen Thousand Two Hundred Forty Six Dollars and Twenty Eight Cents ($214,246.28). This figure may be increased or decreased only after the scope of work has been substantially increased or decreased. GWA shall compensate the Consultant upon the receipt and approval of a monthly invoice for work completed. GWA reserves the right to withhold payment of part or the entire amount due to if the Consultant's performance is not in accordance with the Scope of Work or is otherwise deemed unsatisfactory by GWA. GWA will make payments within 30 days from the date GWA received the invoice and has approved the work provided therein. GWA's Approval for work performed shall be prompt and shall not be unreasonably withheld or detained. GWA further agrees to pay 6% interest on invoices more than 60 days late under the timeframes set forth in this Section.

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this agreement. Prior to making the final payment, and as a condition precedent thereto, the Consultant shall execute and deliver to GWA a release, in a form approved by GWA, of all claims against GWA arising under and by virtue of this Agreement.

SECTION V. CONSULTANT AGREES:

That Consultant agrees that he/she is an independent contractor and that there shall be no employee status or benefits arising from this Contract, which includes but is not limited to:

a. GWA providing any type of insurance for Consultant, Consultant's employees, Consultant's Equipment, Buildings and Vehicles, or any other type of insurance required by this contract or by law, policy or rule.

b. Participation in the Government of Guam retirement system;

c. Accumulation of vacation leave, or sick leave;

d. GWA paying any tax owed by Consultant for any reason, nor shall GWA be responsible for withholding of any taxes for Consultant or its employees.

e. Payment by GWA for travel or any other benefit afforded to GWA employees.

f. GWA making any payment to Consultant for any reason not explicitly provided for herein.

That he/she will, within thirty (30) days after any claim accrues arising out of or in connection with the contract as provided herein, give written notice to GWA and the Attorney General of Guam of such claim, and that he will not institute any suit of action against GWA in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted proof by the Consultant of his compliance with the provisions of this paragraph shall a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

SECTION VI. GOVERNMENT PROVIDED SERVICES OR EQUIPMENT:

GWA shall place at the disposal of the Consultant all available information pertinent to the project upon which the Consultant can rely, including previous reports, survey information and any other data relative to the project. GWA will provide access to and make all provisions for the Consultant to enter upon public lands as required by the Consultant to perform his work.

SECTION VII. SCOPE OF AGREEMENT:

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining the services of the Consultant by GWA and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or

anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager (or his/her authorized designee) is the only signature that will bind GWA.

SECTION VIII. RESPONSIBILITY OF CONSULTANT:

The Consultant shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Consultant shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Consultant's failure in performance of this contract and the Consultant shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Consultant's negligent performance of any of the services performed under this contract, or for any intentional act which contravenes the terms and conditions of this agreement and the spirit and intent of such. Consultant also agrees that it shall secure GWA's written approval before engaging the services of any subcontractor.

SECTION IX. ASSIGNMENT OF AGREEMENT:

The Consultant may not assign this agreement, or any sum becoming due the Consultant under the provisions of this agreement, without the prior written consent of GWA.

SECTION X. GENERAL COMPLIANCE WITH LAWS:

The Consultant is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Consultant to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Consultant shall attach a copy of their business license or an affidavit executed under penalty of perjury that indicates that Consultant is exempt under Guam law (must include legal citations proving exemption).

SECTION XI. ACCESS TO RECORDS AND OTHER REVIEW:

The Consultant, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government of Guam. Each subcontract by Consultant pursuant to this agreement shall include a

provision containing the conditions of this Section.

SECTION XII. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Consultant work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION XIII. INDEMNITY:

Consultant agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Consultant, Consultant's officers, agents (including subcontractors), servants or employees under this agreement.

SECTION XIV. CHANGES:

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of Section XX below pertaining to price adjustments.

SECTION XV. TERMINATION:

Section 15.1 TERMINATION FOR DEFAULT:

(1). Default. If the Consultant refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract as determined by GWA, then GWA may notify the Consultant in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Consultant's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Consultant shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Consultant's Duties. Notwithstanding termination of the contract and subject to any

directions from GWA, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Consultant and GWA; if the parties fail to agree, GWA shall set an amount subject to the Consultant's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Consultant such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Consultant, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) if the Consultant has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Consultant unless cured by Consultant with a reasonable time. Upon request of the Consultant, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15.2 TERMINATION FOR CONVENIENCE:

(1) Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

(2) Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated work and on the dated set in the notice of termination the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Consultant to assign the Consultant's right, title, and interest under terminated orders or subcontracts to GWA. The Consultant must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Consultant shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Consultant or any of its sub-contractors in connection with the performance of this contract. The Consultant shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) Compensation.

(a) The Consultant shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Consultant fails to file a termination claim within one year from the effective date of termination, GWA may pay the Consultant, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Consultant may agree to a settlement provided the Consultant has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Consultant the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Consultant would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Consultant including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Consultant. The total sum to be paid the Consultant under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Consultant reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION XVI. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION XVII. GOVERNING LAW AND VENUE:

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

SECTION XVIII. EFFECTIVE DATE OF AGREEMENT:

This agreement shall take effect upon the date it is signed by the General Manager and the Consultant and the date of this agreement shall be the date upon which the GWA General Manager affixes his signature.

SECTION XIX. GOVERNMENT NOT LIABLE:

A. GWA assumes no liability for any accident or injury that may occur to the Consultant, his or her agents, dependents, or personal property while en route to or from Guam or during any travel mandated by the terms of this agreement.

B. GWA shall not be liable to Consultant for any work performed by the Consultant prior to the written and signed approval of this Agreement by the General Manager for GWA and the Consultant hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION XX. PRICE ADJUSTMENTS:

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

Consultant:

By: _____

REYNALDO M.C. ARCE, P.E.
Principal Engineer
EMPSCO Engineering Consultants

Date: 12 July 2016

Guam Waterworks Authority:

By: _____

MIGUEL C. BORDALLO, P.E.
General Manager

Date: 7.28.16

Certified Funds Available:

By: _____

Certifying Officer
Guam Waterworks Authority 7/25/16

Date: 7.27.16

Approved as to Form:

By: _____

FOR D. GRAHAM BOTHA
GWA Staff Attorney

Date: 7/22/16

Contract Amount: $214,246.28

Amount Certified: _____

Source of funding: USEPA Funds
Grant No. M96902611

Certifying Officer: GREG P. CRUZ, CFO

Date: JUL 27 2016

5

CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND

I, Reynaldo M.C. Arce certify that I am the Secretary of the corporation or managing partner named as Contractor herein; that Reynaldo M.C. Arce who signed this contract on behalf of the Contractor, was then Principal Engineer of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: 12 July 2016

(CORPORATE/PARTNERSHIP SEAL)

****** END OF CONTRACT *******

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

RECEIVED
2016 OCT -5 PM 3:33
G.W.A.
FINANCE DIVISION

CHANGE ORDER NO. 01

Project No. & Title:	Southern SSES Rehabilitation - Phase II (Santa Rita - Baza Gardens - Talofofo) GWA Project No. S15-001-EPA		
Contractor's Name:	EMPSCO Engineering Consultants	Original Contract Date:	July 28, 2016

TO: EMPSCO Engineering Consultants

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Petronilo Q. Villaluz / President
Contractor Representative (Print Name & Title)

Signature — October 4, 2016
Date

PREPARED BY:
Erickson Marble, P.E. — 10/4/2016
Project Engineer — Date

Kurt Bilz, P.E. — 10/4/2016
Supervising Engineer — Date

G.L. NO.	**S244.105321.520000**
Contract No.:	**751 OM**
Vendor No.:	**15587**
Amount:	**$2,394.41**

RECOMMEND APPROVAL:
Thomas Cruz, PE — 10/5/16
Chief Engineer — Date

Nature of Changes:

This Change Order intends to add CM funds to delineate potential wetland areas adjacent to Chalan Binadu, in Baza Gardens. Wetland delineation is planned for vegetated areas near Point Repair C, shown in design drawing BG-103 (Enclosure 3). During Guam EPA's environmental review for this project in October 2015, areas near Chalan Binadu were identified by GEPA as potentially containing wetlands (Enclosure 4). The Guam Regulatory Field Office of U.S. Army Corps of Engineers, Honolulu District, requested in August 2016 that two additional wetland delineation datapoints be prepared in the area of concern, per the current method required by the Corps (Enclosure 5). Arc Environmental was identified as an experienced subconsultant able to perform this work.

Enclosures:

1) **Construction Manager's Cost Proposal**
2) **Subconsultant Wetland Investigation Scope and Price Proposal**
3) **Design Drawing BG-103**
4) **Guam EPA Environmental Review Letter, October 2015**
5) **Correspondence with U.S. Army Corps of Engineers, Honolulu District, Guam Regulatory Field Office**

The changes result in the following adjustment of contract price:

Contract price prior to this change order	**$214,246.28**
Net (increase)~~(decrease)~~ from this Change Order (subject to approved terms & conditions)	**$2,394.41**
Current contract price including this Change Order	**$216,640.69**

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

CHANGE ORDER NO. 01

CERTIFIED FUNDS AVAILABLE:

10/13/16

Greg Cruz
Chief Certifying Officer

10/12/16

Date:

APPROVED:

Miguel C. Bordallo, PE
General Manager

Date: 10/14/2016

(Name & Title) Finance/Accounting Date:

Enclosure 1: Construction Manager's Cost Proposal

EMPSCO ENGINEERING CONSULTANTS

GUAM WATERWORKS AUTHORITY

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
PROPOSED CHANGE ORDER No. 01- WETLAND TESTING AT BAZA GARDENS
September 9, 2016

SUMMARY

ORIGINAL CONTRACT AMOUNT	$	**214,246.28**
PREVIOUS CHANGE ORDERS	$	-
THIS PROPOSED CHANGE ORDER	$	**2,394.41**
REVISED CONTRACT AMOUNT	$	**216,640.69**

Item	Task Description	ORIGINAL CONTRACT AMOUNT	PREVIOUS CHANGE ORDERS	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE	THIS PROPOSED CHANGE ORDER	REVISED CONTRACT AMOUNT
	CONSTRUCTION PHASE					
	Project Controls					
1	Project Correspondences	$ 4,676.70		$ 4,676.70	$ 588.84	$ 5,265.54
2	Submittals	$ 3,585.18		$ 3,585.18	$ 220.82	$ 3,806.00
3	Payment requests	$ 3,360.22		$ 3,360.22	$ -	$ 3,360.22
4	Project Meetings	$ 6,703.60		$ 6,703.60	$ 147.21	$ 6,850.81
5	Request for Information	$ 3,879.60		$ 3,879.60	$ -	$ 3,879.60
6	Claims and Disputes	$ 3,879.60		$ 3,879.60	$ -	$ 3,879.60
7	Project Records	$ 2,269.20		$ 2,269.20	$ -	$ 2,269.20
	subtotal	**$ 28,354.10**		**$ 28,354.10**	**$ 956.87**	**$ 29,310.97**
				$ -		
	Construction Inspection					
8	Onsite Inspector	$ 143,423.84		$ 143,423.84	$ -	$ 143,423.84
9	Acceptance of Work	$ 883.26		$ 883.26	$ -	$ 883.26
10	Stop Work Order			$ -	$ -	
	subtotal	**$ 144,307.10**	**$ -**	**$ 144,307.10**	**$ -**	**$ 144,307.10**
				$ -		
	Change Orders			$ -		
11	Change Order Review	$ 6,858.56		$ 6,858.56		$ 6,858.56
12	Design Change	$ 1,177.68		$ 1,177.68		$ 1,177.68
13	DCVR	$ 1,177.68		$ 1,177.68		$ 1,177.68
14	Negotiations	$ 1,177.68		$ 1,177.68		$ 1,177.68
15	Change Order Documents	$ 4,070.48		$ 4,070.48		$ 4,070.48
	subtotal	**$ 14,462.08**	**$ -**	**$ 14,462.08**	**$ -**	**$ 14,462.08**
				$ -		
	Construction Survey			$ -		
16	Pipeline Alignments	$ 1,210.73		$ 1,210.73		$ 1,210.73
17	Elevations	$ 1,210.73		$ 1,210.73		$ 1,210.73
	subtotal	**$ 2,421.46**	**$ -**	**$ 2,421.46**	**$ -**	**$ 2,421.46**
				$ -		
	Project Close-out			$ -		$ -
18	Timely Completion	$ 2,390.12		$ 2,390.12		$ 2,390.12

EMPSCO ENGINEERING CONSULTANTS

GUAM WATERWORKS AUTHORITY

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
PROPOSED CHANGE ORDER No. 01- WETLAND TESTING AT BAZA GARDENS
September 9, 2016

SUMMARY

ORIGINAL CONTRACT AMOUNT	$	214,246.28
PREVIOUS CHANGE ORDERS	$	-
THIS PROPOSED CHANGE ORDER	$	2,394.41
REVISED CONTRACT AMOUNT	$	216,640.69

Item	Task Description	ORIGINAL CONTRACT AMOUNT	PREVIOUS CHANGE ORDERS	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE	THIS PROPOSED CHANGE ORDER	REVISED CONTRACT AMOUNT
19	Punchist Development	$ 4,676.60		$ 4,676.60		$ 4,676.60
20	Inspections	$ 4,676.60		$ 4,676.60		$ 4,676.60
21	Training & Warranty	$ -		$ -		$ -
	subtotal	**$ 11,743.32**	**$ -**	**$ 11,743.32**		**$ 11,743.32**
	SUBTOTAL - CONSTRUCTION PHASE	**$ 201,288.06**	**$ -**	**$ 201,288.06**	**$ 956.87**	**$ 202,244.93**
				$ -		
	POST CONSTRUCTION			$ -		
1	Final Report	$ 2,372.74		$ 2,372.74		$ 2,372.74
2	Project Records	$ 2,372.74		$ 2,372.74		$ 2,372.74
3	Record Drawings	$ 2,372.74		$ 2,372.74		$ 2,372.74
	subtotal	**$ 7,118.22**	**$ -**	**$ 7,118.22**	**$ -**	**$ 7,118.22**
				$ -		
	EXPENSE ITEMS			$ -		$ -
	CONSTRUCTION PHASE			$ -		$ -
1	Mailing & Expediting			$ -	$ -	$ -
2	Report Reproduction	$ 1,500.00		$ 1,500.00	$ -	$ 1,500.00
3	Drawing Reproduction	$ 400.00		$ 400.00	$ -	$ 400.00
4	Photo film dev	$ -		$ -	$ -	$ -
5	Fuel	$ 1,600.00		$ 1,600.00	$ -	$ 1,600.00
6	Office Supplies	$ 1,600.00		$ 1,600.00	$ -	$ 1,600.00
7	Digital Cameras	$ -		$ -	$ -	$ -
8	Testing	$ -		$ -	$ -	$ -
9	Baza Garden Wetland Testing			$ -	$ 1,437.55	$ 1,437.55
						$ -
	POST CONSTRUCTION			$ -		$ -
1	Mailing & Expediting	$ -		$ -		$ -
2	Report Reproduction	$ 240.00		$ 240.00		$ 240.00
3	Record Drawing Reproduction	$ 500.00		$ 500.00		$ 500.00
	subtotal	**$ 5,840.00**	**$ -**	**$ 5,840.00**	**$ 1,437.55**	**$ 7,277.55**
	Grand Total	**$ 214,246.28**	**$ -**	**$ 214,246.28**	**$ 2,394.41**	**$ 216,640.69**

Project Owner: **Guam waterworks Authority**
Construction Management Firm: **EMPSCO Engineering Consultants**
Contractor: **Propacific Builder Corporation**

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens -Testing for Potential Wetlands
September 9, 2016
FEE ESTIMATE DETAILS

Item	Task Description	ORIGINAL CONTRACT AMOUNT	Principal Engineer	Project Manager	Structural Engineer	Civil Engineer	Secretary/Clerk	CADD Operator	ARC Guam	PROPOSED CHANGE AMOUNT	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE
			$ 147.21	$ 147.21	$ 147.21	$ 112.58	$ 45.48	$ 57.42	1.00		
	CONSTRUCTION PHASE										
	Project Controls										
1	Project Correspondences	$ 4,676.70		4.00						$ 588.84	$ 5,265.54
2	Submittals	$ 3,585.18		1.50						$ 220.82	$ 3,806.00
3	Payment requests	$ 3,360.22								$ -	$ 3,360.22
4	Project Meetings	$ 6,703.60		1.00						$ 147.21	$ 6,850.81
5	Request for Information	$ 3,879.60								$ -	$ 3,879.60
6	Claims and Disputes	$ 3,879.60								$ -	$ 3,879.60
7	Project Records	$ 2,269.20								$ -	$ 2,269.20
	subtotal	**$ 28,354.10**								**$ 956.87**	**$ 29,310.97**
										$ -	
	Construction Inspection									$ -	
8	Onsite Inspection	$ 143,423.84				-				$ -	$ 143,423.84
9	Acceptance of Work	$ 883.26								$ -	$ 883.26
10	Stop Work Order									$ -	$ -
	subtotal	**$ 144,307.10**								**$ -**	**$ 144,307.10**
										$ -	
	Change Orders									$ -	
11	Change Order Review	$ 6,858.56								$ -	$ 6,858.56
12	Design Change	$ 1,177.68								$ -	$ 1,177.68
13	DCVR	$ 1,177.68								$ -	$ 1,177.68
14	Negotiations	$ 1,177.68								$ -	$ 1,177.68
15	Change Order Documents	$ 4,070.48								$ -	$ 4,070.48
	subtotal	**$ 14,462.08**								$ -	**$ 14,462.08**

Doc. No. 34GL-17-0807.*

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens -Testing for Potential Wetlands
September 9, 2016
FEE ESTIMATE DETAILS

Item	Task Description	ORIGINAL CONTRACT AMOUNT	Principal Engineer	Project Manager	Structural Engineer	Civil Engineer	Secretary/Clerk	CADD Operator	ARC Guam	PROPOSED CHANGE AMOUNT	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE
			$ 147.21	$ 147.21	$ 147.21	$ 112.58	$ 45.48	$ 57.42	1.00		
										$ -	
	Construction Survey									$ -	
16	Pipeline Alignments	$ 1,210.73								$ -	$ 1,210.73
17	Elevations	$ 1,210.73								$ -	$ 1,210.73
	subtotal	**$ 2,421.46**								**$ -**	**$ 2,421.46**
										$ -	
	Project Close-out									$ -	
18	Timely Completion	$ 2,390.12								$ -	$ 2,390.12
19	Punchist Development	$ 4,676.60								$ -	$ 4,676.60
20	Inspections	$ 4,676.60								$ -	$ 4,676.60
21	Training & Warranty	$ -								$ -	$ -
	subtotal	**$ 11,743.32**								**$ -**	**$ 11,743.32**
	SUBTOTAL - CONSTRUCTION PHASE	**$ 201,288.06**								**$ 956.87**	**$ 202,244.93**
										$ -	
	POST CONSTRUCTION									$ -	
1	Final Report	$ 2,372.74								$ -	$ 2,372.74
2	Project Records	$ 2,372.74								$ -	$ 2,372.74
3	Record Drawings	$ 2,372.74								$ -	$ 2,372.74
	subtotal	**$ 7,118.22**								$ -	$ 7,118.22
										$ -	$ -
	EXPENSE ITEMS									$ -	$ -
	CONSTRUCTION PHASE									$ -	$ -
1	Mailing & Expediting										$ -
2	Report Reproduction	$ 1,500.00								$ -	$ 1,500.00
3	Drawing Reproduction	$ 400.00								$ -	$ 400.00
4	Photo film dev	$ -								$ -	$ -
5	Fuel	$ 1,600.00								$ -	$ 1,600.00
6	Office Supplies	$ 1,600.00								$ -	$ 1,600.00
7	Digital Cameras	$ -								$ -	$ -
8	Testing	$ -								$ -	$ -

Doc. No. 34GL-17-0807.*

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens -Testing for Potential Wetlands
September 9, 2016
FEE ESTIMATE DETAILS

Item	Task Description	ORIGINAL CONTRACT AMOUNT	Principal Engineer	Project Manager	Structural Engineer	Civil Engineer	Secretary/Clerk	CADD Operator	ARC Guam	PROPOSED CHANGE AMOUNT	REVISED CONTRACT AMOUNT BEFORE THIS CHANGE
			$ 147.21	$ 147.21	$ 147.21	$ 112.58	$ 45.48	$ 57.42	1.00		
9	Baza Garden Wetland Testing	$ -							1,437.55	$ 1,437.55	$ 1,437.55
										$ -	$ -
	POST CONSTRUCTION									$ -	$ -
1	Mailing & Expediting	$ -								$ -	$ -
2	Report Reproduction	$ 240.00								$ -	$ 240.00
3	Record Drawing Reproduction	$ 500.00								$ -	$ 500.00
	subtotal	**$ 5,840.00**								**$ 1,437.55**	**$ 7,277.55**
	Grand Total	**$ 214,246.28**								**$ 2,394.41**	**$ 216,640.69**

Doc. No. 34GL-17-0807.*

Enclosure 2: Subconsultant Wetland Investigation Scope and Price Proposal

ARC Environmental Services
P.O. Box 12331 Tamuning, Guam, 96931
(671) 969-6723 (office) (671) 482-6088 (cell)
jsablan@arcguam.com

September 8, 2016

Isagani Z. Dayao
Project Manager
EMPSCO Engineering Consultants
Tel. 671-638-5716

Subject: Price Proposal to Complete a Wetland Investigation - Baza Gardens

Hafa Adai Isagani,
ARC Environmental Services is pleased to submit this cost proposal to complete a wetland investigation of approximately 100 LF of existing sewer line, between SMHs 4394I and J in Baza Gardens. ARC Environmental Services will perform the following tasks.

Scope of Services (Wetland Investigation)
The following tasks will be accomplished:

1. Perform field activities to identify jurisdictional wetlands in accordance with the 1987 USACE manual and the USACE's Hawaii and the Pacific Islands Interim Regional Supplement
2. Complete USACE Data Forms for two (2) field sampling points to determine if wetlands exist.
3. If no wetlands are found then email notice will be given to the agencies and a letter from the US Corps of Engineers will be requested for the client's file.
4. If wetlands are found, a subsequent proposal will be provided to complete the delineation should the client choose to do so.

Fee Proposal and Payment Schedule
ARC Environmental Services proposes to complete the abovementioned scope of work for a lump sum of **$1,200.00.**

Thank you for the opportunity to provide this proposal. We look forward to hearing from you. If you have any questions, please call me at 482-6088 or you may also reach me by email at jsablan@arcguam.com.

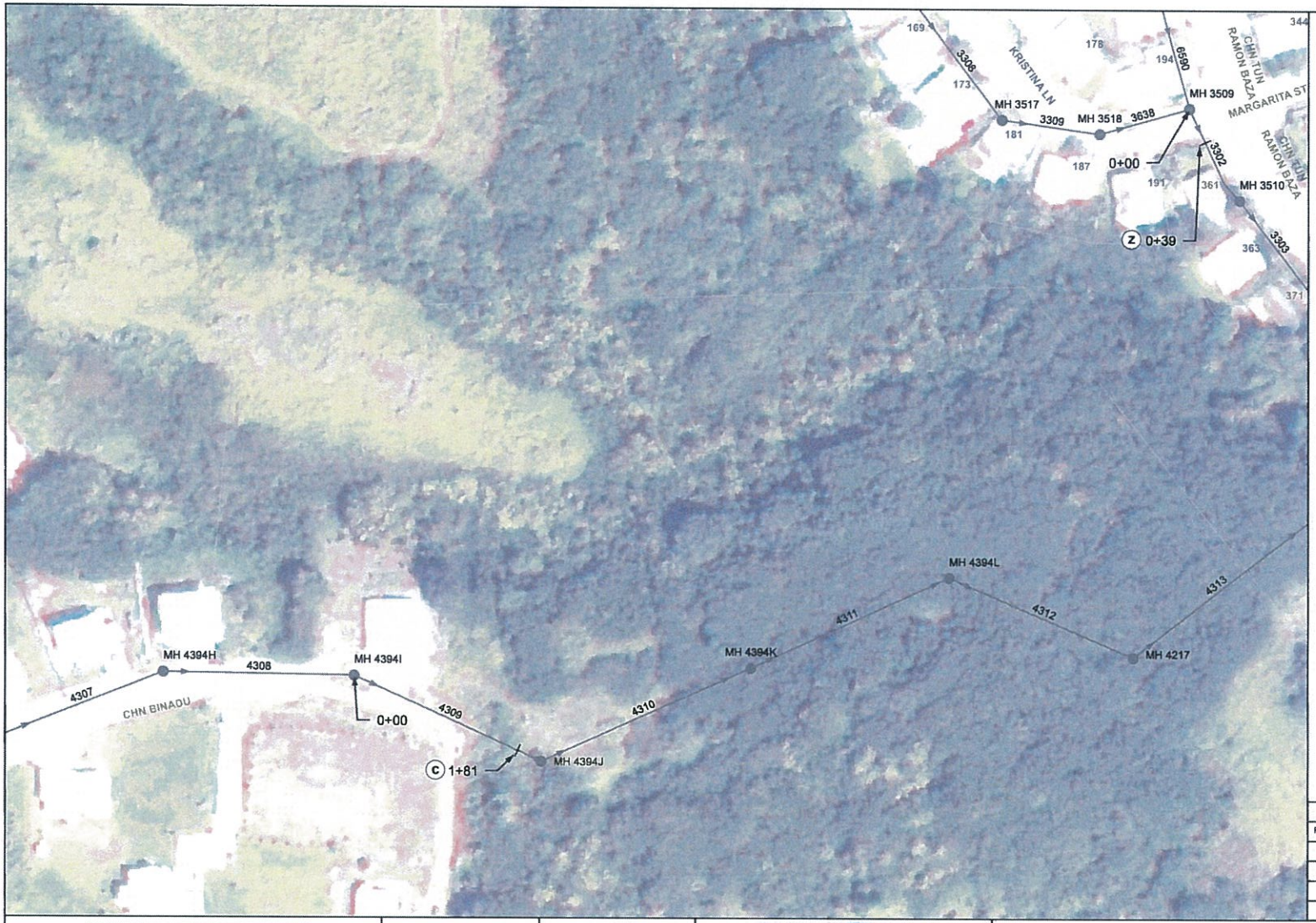
Sincerely,

Joel Sablan
ARC Environmental Services Inc.

Accepted by:

_____
Authorized Representative Date

Enclosure 3: Design Drawing BG-103



GENERAL NOTES:

1. SEWERS HAVE NOT BEEN SURVEYED. MANHOLE LOCATIONS SHOWN ARE APPROXIMATE.
2. REFER TO TABLE 1 FOR PIPELINE DEFECTS AND TABLE 2 FOR MANHOLE DEFECTS IN APPENDIX 2 OF THE SPECIFICATIONS.
3. PIPE DEFECT STATIONING STARTS AT PIPE PENETRATION TO MANHOLE.
4. RAISE MANHOLE 3' ABOVE GRADE. SEE DETAIL A ON SHEET D001.

LEGEND

- A 1+23 — DEFECT STATION AND SEWER PIPE DEFECT, SEE NOTE 2.
- RAISE MANHOLE
- DEFECTIVE MANHOLE, SEE NOTE 2.
- MANHOLE
- PS — PUMP STATION
- GRAVITY SEWER
- FORCE MAIN

N

0 50 100 200

SCALE IN FEET

REVISIONS

REV	DESCRIPTON	BY	DATE

Brown AND Caldwell

SUBMITTED: _____ DATE: _____

APPROVED: _____ DATE: 6/13/16

DESIGNED: J. CHENG
DRAWN: C. FOUCHT
CHECKED: J. CHENG
APPROVED: B. GILMAN

WILLIAM P. GILMAN * CERTIFICATE * NO 1810 * CIVIL * REGISTERED PROFESSIONAL ENGINEER

GUAM WATERWORKS AUTHORITY

SOUTHERN SANITARY SEWER EVALUATION STUDY (SSES) REHABILITATION RESPONDING TO COURT ORDER PARAGRAPH 8 – I/I ANALYSES AND SSES WORK PLAN

CIVIL

BAZA GARDENS - TALAFOFO
SEWER REHABILITATION PLAN - 3

CONFORMED

BC PROJECT NUMBER
142080

NOVEMBER 2013

DRAWING NUMBER
BG-103

SHEET NUMBER
7 OF 16

Doc. No. 34GL-17-0807.*

Enclosure 4: Guam EPA Environmental Review Letter, October 2015

GUAM
ENVIRONMENTAL PROTECTION AGENCY
AHENSIAN PRUTEKSION LINA'LA GUAHAN

EDDIE BAZA CALVO
GOVERNOR OF GUAM

RAY TENORIO
LT. GOVERNOR OF GUAM

ERIC M. PALACIOS
ADMINISTRATOR. GUAM EPA. ENERGY OFFICE

P.O. BOX 22439 BARRIGADA. GU 96921

EPA.GUAM.GOV

OCT 06 2015

Mr. Thomas Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
578 North Marine Corps Drive
Tumon, Guam 96931

SSES ph. 2

Subject: Environmental Review for GWA's Proposed Baza Gardens Sewer Systems Evaluation Survey (SSES) Sewer Rehabilitation at Various Locations in Talofofo Village, Guam

Hafa Adai Mr. Cruz,

This is in response to your letter dated July 28, 2015, requesting for an environmental review of the above mentioned projects, pursuant to the National Environmental Policy Act. The project scope involves the rehabilitation/replacement of sewer lines and manholes at various areas in the village of Talofofo. There are thirty (30) sites for manhole and four (4) sites for sewer lines repair/replacement. The project aims to reduce the inflow and infiltration problems of the sewer collection systems in the area and to reduce the wastewater treatment costs. All project areas are located within the public easement and right of ways.

The staffs of Guam Environmental Protection Agency had reviewed the submitted documents and assessed that the proposed project has no major significant impact affecting the environment if done carefully or extra precaution. The following are the review comments and recommendations:

1. The proper Best Management Practice (BMP's) must be installed and implemented prior and during any excavation, to ensure that the groundwater and or surface water nearby will be protected. An Environmental Protection Plan/Erosion Control Plan (EPP/ECP) must be submitted and a Storm Water Protection Plan (SWPP) must be prepared.

2. Demolition debris and construction waste shall be transported and disposed to GEPA permitted facilities.

3. The contractor must provide extra measures during the repair of pipeline in the area of the Chalan Binadu, where areas believed to be or next to a wetland. Coordination with various Gov't of Guam Agencies (i.e. DOA, DPR, DPW) including ACOE and Guam EPA.

Doc. No. 34GL-17-0807.*

4. The repair or replacement of active sewer lines must be supervise by a Guam EPA certified Level II Wastewater Collection operator. Contractor must submit method and procedure for GEPA's approval prior to starting of work.

5. Guam EPA is strictly prohibiting any discharge into an existing stormwater drainage system or to any waters of Guam and unto the roadway, unless it is permitted. A dewatering permit is required prior to start of any dewatering activities.

6. The contractor must secure all necessary permits prior to start of the construction activities.

Should you have any question and or need additional information, please do not hesitate to contact me at 300-4796 or my Water Pollution Control staffs Mr. Ray Calvo and Mr. Edgardo Ibay at 300-4784 and 300-4774 respectively.

Sincerely,

Angel B. Marquez
Acting Chief Engineer

Doc. No. 34GL-17-0807.*

Enclosure 5: Correspondence with U.S. Army Corps of Engineers, Honolulu District, Guam Regulatory Field Office

Erickson Marble

From: Damico, Katy R POH <Katy.R.Damico@usace.army.mil>
Sent: Monday, August 29, 2016 11:51 AM
To: Erickson Marble
Cc: Jun Dayao; Butch Arce; Ferdie Cabuhat; Bill Chang; Kurt Bilz; Ligaya Heramil; Calvo, Ray Guam EPA; Maricar Quezon
Subject: RE: [EXTERNAL] S15-001-EPA Southern SSES Rehabilitation Phase II: Previous Wetland Delineation near Chalan Binadu (drawing BG-103): DA File No. POH-2015-00234 (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Erickson,

I actually found maps (attached) from 1996 that show the manhole area may not be located in wetlands. However, since it has been over 20 years since this map was created and I do not know if the delineation was ever confirmed by the Corps, I would request 1-2 datapoints be prepared in accordance with the current method required by the Corps (per the 1987 Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Hawaii and Pacific Islands Region) to formally document that this area does not contain wetlands and no DA permit will be required.

Respectfully,
-Katy

Katy R. Damico
US Army Corps of Engineers, Honolulu District Guam Regulatory Field Office

☎ (671) 339-2108
☎ (808) 835-4160
(808) 283-0549
✉ Katy.R.Damico@usace.army.mil

-----Original Message-----
From: Erickson Marble [mailto:EMarble@BrwnCald.com]
Sent: Wednesday, August 24, 2016 3:45 PM
To: Damico, Katy R POH <Katy.R.Damico@usace.army.mil>
Cc: Jun Dayao <jun.dayao@empsco.net>; Butch Arce <butch.arce@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>; Bill Chang <bchang@BrwnCald.com>; Kurt Bilz <KBilz@BrwnCald.com>; Ligaya Heramil <lheramil@BrwnCald.com>
Subject: [EXTERNAL] S15-001-EPA Southern SSES Rehabilitation Phase II: Previous Wetland Delineation near Chalan Binadu (drawing BG-103): DA File No. POH-2015-00234 (UNCLASSIFIED)

Hi Katy,

Following up on our meeting today, regarding wetland delineation in the Chalan Binadu area, in Baza Gardens. This is relevant to Point Repair C of the SSES Phase II project (drawing sheet BG-103 attached).

You had mentioned at the meeting that Joe Sablan at Arc Environmental may have already done a wetland delineation in that area.

Would ACOE have that delineation? Or should EMPSCO / BC reach out to Arc Environmental about that?

Also, do you have a list of companies / individuals on Guam possessing the ACOE Wetland Delineator certification?

Thanks again for taking the time to come to the meeting today!

Best,

Erickson Marble, PE
Environmental Engineer
Brown and Caldwell | Hagatna, Guam
EMarble@brwncald.com <mailto:EMarble@brwncald.com> T 671.477.0975 | C 671.685.4747 Professional Registration in Guam

<Blockedhttp://www.brownandcaldwell.com/>

CLASSIFICATION: UNCLASSIFIED

Exhibit C (1 of 4)

ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION
1998 ARMY DRIVE ROUTE 16, 2ND FLOOR EMPSCO , DEDEDO, GUAM 96929 PO BOX 21794 GMF, BARRIGADA, GU 96921
TEL (671) 638-4716/5716 FAX (671) 638-2136
UNIT 2117 Cityland 10 Tower 1,H.V.Dela Costa Street Makati City TEL (632)843-0918

May 12, 2017

Thomas F. Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Via Kurt Bilz, P.E. Project Director
Brown & Caldwell

Subject: **Construction Management Services for** Southern SSES Rehabilitation- Phase II (Santa Rita, Baza Gardens &Talofofo)
Project- GWA Project No. S15-001-EPA
Proposed Change Order No.2 Extended CM Scope for 123-CD time extension, Overtime cost and Wetland Area Survey and Mapping.

Dear Kurt,

We would like to submit herewith our Revised Fee Proposal of **$ 81,455.81** (per attached fee breakdown) to cover the time extension of 123 calendar days from March 30, 2017 to July 31, 2017 reduced from our previous proposal submitted earlier this week:

The extended CM efforts will involve to the following PM & Project Engineer/Inspector tasks:

1) Receive, address and respond to all administrative and technical correspondences on this project.
2) Review and resolve all remaining contractor submittal requirements; summarize and compile for turn over
3) Review, assess and make recommendation for payments on monthly contractor invoices
4) Conduct weekly coordination meetings to follow up and update, resolve all pending and ongoing issues including preparation of agenda and minutes
5) Prepare monthly reports for the extended months.
6) Continue to defend GWA against claims and disputes with the contractor.
7) Follow up and monitor as-built records for the projects
8) Oversee all site activities and, issues to ensure contractors work is safely progressing according to the quality requirements of the contract
9) Process contractor proposed change order claims, issue directives, review proposals, and conduct negotiations to ensure that proposed cost and time estimates are reasonable and complete,
10) Cost includes support from our principals and administrative staff whenever necessary plus vehicles and office consumables.

PROJECT: -001-EPA Southern SSES Rehab. - Phase II (Santa Rita, Baza Gardens &Talofofo)

Our fee proposals for the following extra efforts remain unchanged based on the actual cost incurred:

1) Overtime site inspections for November 2016 and April 2017. **$2,667.56**
2) Site survey to prepare the map needed to depict wetland area in Baza Gardens as required by the USACOE. **$2,791.35**

If you have any question concerning this change order fee proposal, please let us know.

Thank you for your continued patronage.

Sincerely

Isagani Z Dayao Jr., P.E.
Project Manager

Cc: Fee Proposal Breakdowns

Exhibit C (3 of 4)

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
CM Proposed Change No.5 Rev1 CM Additional Cost for Additional 123 CD Time Extension
May 11, 2017

Item	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3-man survey crew	PROPOSED ADDITIVE AMOUNT (PC 5 ONLY)	REVISED CONTRACT AMOUNT incl.CO#1 & PC #2-4)	PROPOSED REVISED CONTRACT AMOUNT incl.CO1 & PC 6	JUSTIFICATION - REASON FOR CHANGE
		$ 147.21	$ 147.21	$ 112.58	$ 95.27	$ 45.48	$ 57.42	$ 1,210.73				
	CONSTRUCTION PHASE											
	Project Controls											
1	Project Correspondences	4.00	77.00		17.00	8.00			$ 13,907.44	$ 20,887.82	$ 34,795.26	
2	Submittals	4.00	28.00		12.00				$ 5,853.96	$ 17,923.74	$ 23,777.70	
3	Payment requests	4.00	16.00		8.00	8.00			$ 4,070.20	$ 8,495.19	$ 12,565.39	
3a	Monthly Reports	4.00	20.00		16.00	12.00			$ 5,603.12	$ 8,383.68	$ 13,986.80	
4	Project Meetings	4.00	51.00		34.00	8.00			$ 11,699.57	$ 17,127.46	$ 28,827.03	
5	Request for Information								$ -	$ 3,896.90	$ 3,896.90	
6	Claims and Disputes	2.00	12.00						$ 2,060.94	$ 1,177.68	$ 3,238.62	
7	Project Records		6.00		2.00				$ 1,073.80	$ 2,387.99	$ 3,461.79	
	subtotal								**$ 44,269.03**	**$ 80,280.46**	**$ 124,549.49**	
									$ -		$ -	
	Construction Inspection								$ -		$ -	
8	Onsite Inspection		17.00		251.00				$ 26,415.34	$ 91,196.78	$ 117,612.12	
9	Acceptance of Work								$ -	$ 883.26	$ 883.26	
10	Stop Work Order								$ -		$ -	
	subtotal								**$ 26,415.34**	**$ 92,080.04**	**$ 118,495.38**	
									$ -		$ -	
	Change Orders								$ -		$ -	
11	Change Order Review		24.00						$ 3,533.04	$ 3,533.04	$ 7,066.08	
12	Design Change		4.00						$ 588.84	$ 2,355.36	$ 2,944.20	
13	DCVR		6.00						$ 883.26	$ 2,355.36	$ 3,238.62	
14	Negotiations		18.00						$ 2,649.78	$ 2,355.36	$ 5,005.14	
15	Change Order Documents		12.00						$ 1,766.52	$ 3,862.96	$ 5,629.48	
	subtotal								**$ 9,421.44**	**$ 14,462.08**	**$ 23,883.52**	
									$ -		$ -	
	Construction Survey								$ -		$ -	
16	Pipeline Alignments								$ -	$ 1,212.40	$ 1,212.40	
17	Elevations								$ -	$ 1,212.40	$ 1,212.40	
	subtotal								**$ -**	**$ 2,424.80**	**$ 2,424.80**	
									$ -		$ -	
	Project Close-out								$ -		$ -	
18	Timely Completion								$ -	$ 2,944.20	$ 2,944.20	

Doc. No. 34GL-17-0807.*

Exhibit C (4 of 4)

Item	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3-man survey crew	PROPOSED ADDITIVE AMOUNT (PC 5 ONLY)	REVISED CONTRACT AMOUNT incl.CO#1 & PC #2-4)	PROPOSED REVISED CONTRACT AMOUNT incl.CO1 & PC 6	JUSTIFICATION - REASON FOR CHANGE
		$ 147.21	$ 147.21	$ 112.58	$ 95.27	$ 45.48	$ 57.42	$ 1,210.73				
19	Punchist Development								$ -	$ 5,230.68	$ 5,230.68	
20	Inspections								$ -	$ 5,230.68	$ 5,230.68	
21	Training & Warranty								$ -	$ -	$ -	
	subtotal								**$ -**	**$ 13,405.56**	**$ 13,405.56**	
UBTOTAL - CONSTRUCTION PHASE									**$ 80,105.81**	**$ 202,652.93**	**$ 282,758.74**	
									$ -		$ -	
	POST CONSTRUCTION								$ -		$ -	
1	Final Report								$ -	$ 2,234.26	$ 2,234.26	
2	Project Records								$ -	$ 2,234.26	$ 2,234.26	
3	Record Drawings								$ -	$ 2,234.26	$ 2,234.26	
	subtotal								**$ -**	**$ 6,702.78**	**$ 6,702.78**	
									$ -		$ -	
	EXPENSE ITEMS								$ -		$ -	
	CONSTRUCTION PHASE								$ -		$ -	
1	Mailing & Expediting								$ -		$ -	
2	Report Reproduction									$ 1,500.00	$ 1,500.00	
3	Drawing Reproduction									$ 400.00	$ 400.00	
4	Photo film dev								$ -	$ -	$ -	
5	Fuel								$ 800.00	$ 1,600.00	$ 2,400.00	
6	Office Supplies								$ 550.00	$ 1,600.00	$ 2,150.00	
7	Digital Cameras								$ -	$ -	$ -	
8	Testing								$ -	$ -	$ -	
9	Baza Garden Wetland Testing									$ 1,437.55	$ 1,437.55	
											$ -	
	POST CONSTRUCTION										$ -	
1	Mailing & Expediting								$ -	$ -	$ -	
2	Report Reproduction									$ 247.43	$ 247.43	
3	Record Drawing Reproduction									$ 500.00	$ 500.00	
	subtotal								**$ 1,350.00**	**$ 7,284.98**	**$ 8,634.98**	
	Grand Total								**$ 81,455.81**	**$ 216,640.69**	**$ 298,096.50**	

Doc. No. 34GL-17-0807.*

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 29–FY2017

RELATIVE TO APPROVAL OF THE BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE PHASE III CONSTRUCTION PROJECT

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA currently has several critical Court Order ("CO") projects including a complete evaluation of the Baza Gardens WWTP to determine what improvements are necessary at the plant to achieve compliance with the WWTP's NDPES permit, as stated in Paragraph 13 of the 2011 Court Order as well as the completion of construction activities that were identified in the approved plan resulting from the evaluation noted above as stated in Paragraph 14 of the 2011 Court Order; and

WHEREAS, the system evaluation report required under Paragraph 13 and completed in April of 2014 by GWA's Program Management Office (PMO), Brown and Caldwell, resulted in a recommendation to GWA and the USEPA that transferring/conveying the Baza Gardens WWTP effluent flow across the Route 17 (Cross Island Road) to a new Agat-Santa Rita WWTP site was the recommended conceptual alternative to which this recommendation was found to be acceptable by all parties; and

WHEREAS, in September of 2015 GWA began the procurement process to find a consulting engineering team to design the wastewater conveyance system and via Resolution No.

06-FY2016, approved by the CCU in October of 2015, GWA management was authorized to enter

into a contract with Duenas Camacho and Associates to design the wastewater conveyance and pumping system which would include new Sewer Pump Station (SPS), gravity mains, force mains and all incidentals and appurtenances to these man components; and

WHEREAS, GWA has determined that to comply with the intent of the Court Order deadline of executing "a construction contract and issue a notice to proceed with construction" by October 31, 2016 the most expedient procurement process was to break the construction activities into phases; and

WHEREAS, GWA started procurement of Phase I construction (IFB-08-ENG-2016) on September 9, 2016 which allowed GWA to issue a contract and notice to proceed on October 25, 2016 to BME & Sons Inc., meeting the intent of Court Order deadline; and

WHEREAS, GWA subsequently started procurement of Phase II construction (IFB-02-ENG-2017) on November 14, 2016 which allowed GWA to issue a contract and notice to proceed on December 19, 2016 to BME & Sons Inc.; and

WHEREAS, GWA has further moved on the third phase of construction by advertising on March 30, 2017 the Invitation For Bid (IFB-05-ENG-2017) for Baza Gardens Wastewater Conveyance and Pumping Phase III Construction project wherein GWA solicited bid proposals from experienced and responsive bidders to construct a sewer pump station, sewer gravity and force mains; and

WHEREAS, this phase of work consists of furnishing all labor, tools, equipment and materials including coordination with GWA Wastewater Operations and Engineering and the Construction Manager to construct all components described in the 100% design drawings and technical specifications which include but are not limited to a sewer pump station with generator and wet well, above ground fuel tank, equalization tanks, 10,481 linear feet of 10" PVC force main, pavement restoration in affected areas, perimeter fencing, SPS retaining walls, as well as a communication conduit for future use by GWA and GPA; and

WHEREAS, IFB packages were picked up by nine (9) interested parties, from which GWA received bid proposal from two (2) of the nine (9) (SEE EXHIBIT A – Abstract of Bids) before the bid proposals deadline of May 5, 2017; and

WHEREAS, GWA's design consultant for the project along with GWA Engineering analyzed the bid proposals received, particularly the lowest bid received and determined that "Sumitomo-Mitsui Construction Company (SMCC)" successfully submitted the lowest bid as a responsive and responsible bidder and met all the bid requirements set forth by GWA (SEE EXHIBIT B – Bid Evaluation); and

WHEREAS, GWA management finds SMCC bid proposal acceptable and now seeks CCU approval of the bid proposal amount of Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety Two Dollars ($15,530,892.00) (SEE EXHIBIT C – Bid Proposal); and

WHEREAS, GWA management further seeks CCU approval of a five percent (5%) contingency to the bid proposal amount or Seven Hundred Seventy Six Thousand Five Hundred Forty Four Dollars and Sixty Cents ($776,544.60) to bring the total authorized funding amount to Sixteen Million Three Hundred Seven Thousand Four Hundred Thirty Six Dollars and Sixty Cents ($16,307,436.60); and

WHEREAS, funding for this project will be from the Bond Funds under the line items CIP WW 11-03 "Baza Gardens STP Replacement", MC-09-01 General Plant Improvement, and Internally Funded CIP (IFCIP); and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve the following:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the terms of the conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
3. The CCU hereby authorizes the management of GWA to accept the bid proposal from "Sumitomo-Mitsui Construction Company (SMCC)" attached hereto as Exhibit C and which is incorporated into this Resolution in its entirety.
4. The CCU hereby further authorizes the management of GWA to enter into a contract with "SMCC" in the amount Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety Two Dollars ($15,530,892.00).

5. The CCU hereby further approves the funding total of Fifteen Million Five Hundred Thirty Thousand Eight Hundred Ninety-Two Dollars and Zero Cents ($15,530,892.00) plus a five percent (5%) contingency of Seven Hundred Seventy Six Thousand Five Hundred Forty Four Dollars and Sixty Cents ($776,544.60) for a total amount of Sixteen Million Three Hundred Seven Thousand Four Hundred Thirty Six Dollars and Sixty Cents ($16,307,436.60).
6. The CCU hereby further approves funding for this project to be from the Bond Funds under the line items CIP WW 11-03 "Baza Gardens STP Replacement", MC 09-01 General Plant Improvements, and Internally Funded CIP (IFCIP).

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 4

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

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ORIGINAL

GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Project Name: **BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE - PHASE III**

Project Number: **S15-008-BND; IFB-05-ENG-2017**

Bid Opening Date: May 5, 2017
Bid Opening Time: 3:00 pm

	Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS										BASIC BID
			Bidder Qualification Form	Non-Collusion Affidavit	EEO Certification	Non-Segregated Facilities	Sex Offender Certification	Wage & Benefit Determination	Major Shareholders Affidavit	Special Instructions to Bidders	Addendum 1	Addendum 2	
1.	POLYPHASE SYSTEM INC.												
2.	KORANDO CORPORATION												
3.	SUMITOMO-MITSUI CONST. CO.	Federal Insurance Company 15% of the Bond	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$15,530,892.00
4.	AISI												
5.	CORE TECH INTL. CORP.												
6.	BME & SONS	Fidelity and Deposit Comp of Maryland 15% of Bid	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ 17,370,035.00
7.	PACIFIC RIM CONSTRUCTORS, INC.												
8.	PROPACIFIC BUILDER CORP.												
9.	CHI CONSTRUCTION INC.												
	GWA Estimate												$ 16,320,966.00

Bids Opened and Read by:
(Name and Signature)
GLORIA P. BENAVAN

Tabulated By:
(Name and Signature)

GWA Procurement Representative:
(Name and Signature)

Witnesses:

EXHIBIT A (1 of 1)

Doc. No. 34GL-17-0807.*

Exhibit B (1 of 1)

Website: www.dcaguam.com
Email: dca@dcaguam.com

May 9, 2017

Thomas Cruz, PE
Chief Engineer
Guam Waterworks Authority
thomas@guamwaterworks.org
671-300-6036
Hand delivery

Ref: **Baza Gardens Wastewater Cross-Island Pumping and Conveyance System, Phase III**

Subj: **Sumitomo Mitsui Construction Co., LTD. Bid Proposal Review**

Hafa Adai,

Dueñas, Camacho, & Associates, Inc. (DCA) has reviewed the May 5, 2017 Bid Proposal submitted by Sumitomo Mitsui Construction Co., LTD (SMCC) and BME & Sons for the referenced project. These were the only two bidders who responded to the request for bid. The SMCC bid proposal was compared to the engineers estimate and overall the SMCC bid is 4.8% below the engineers estimate. Based on DCA's past and current working experience with SMCC and bid review, DCA has no exceptions with GWA moving forward with contracting Sumitomo Mitsui Construction Co., LTD for this referenced project.

DCA does provide the following recommendation regarding the current status of manpower for construction work on Guam. Before award of this construction contract, it is recommended that GWA receive a construction schedule and narrative that provides detail on how SMCC will execute this project and meet the required court ordered dates given the current manpower shortage and SMCC's ongoing construction activities at the new Agat WWTP. This recommendation will provide GWA insight on the manpower challenges facing Guam and how these challenges may impact ongoing and future construction projects.

Regards,

Kenneth M Rekdahl, PE
Vice-President and Project Manager
Dueñas, Camacho & Associates
671-477-7991
kmrekdahl@dcaguam.com

Recommendation noted – will not be a condition of award as Contractor is well aware of contract schedule. Will be a pre-construction submittal requirement.

5.10.17
GEN. MANAGER

Exhibit C (1 of 7)

BID SCHEDULE

Interested Bidders must complete the following Bid Schedules in its entirety. All blanks in each table must be filled out.

BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE SYSTEM - PHASE-III

Bidder will complete the work for the following price(s) as broken down per scope item:

Item	Description	Specification Reference	Est. Qty.	Unit	Total
1	Project mobilization (not to exceed 5% of total basic bid)	010200	1	LS	$658,136.00
2	Temporary facilities	015000	1	LS	$451,233.00
3	Pump station and conveyance system layout	017000	1	LS	$79,864.00
4	Equipment extended warranty	017810	1	LS	$286,063.00
5	Temporary environmental protection	015010	1	LS	$110,848.00
6	Temporary traffic control	010200	1	LS	$261,999.00
7	Site clearing	312230	1	LS	$24,432.00
8	Site grading	310513	1	LS	$133,335.00
9	Underground storage tank removal and disposal	026500	1	LS	$58,583.00
10	Building and site demolition and disposal	017320	1	LS	$182,251.00
11	Asbestos cement removal and pipe disposal (4 tons)	028213.33	1	LS	$29,471.00
12	Site access road and pavement	321723	1	LS	$313,386.00
13	Perimeter fence line and gates	312831	1	LS	$240,201.00
14	Site drainage improvements complete in place	312316	1	LS	$158,783.00
15	Headworks and pump station structure and finishing's complete in place	032000	1	LS	$2,136,264.00

Exhibit C (2 of 7)

16	Parshall flume complete in place	400207	1	LS	$21,938.00
17	Rotary screen complete in place	462133	1	LS	$1,074,438.00
18	Grit removal system complete in place	462363	1	LS	$675,254.00
19	Wastewater pumps complete in place	431311	1	LS	$249,556.00
20	Pump station and headworks mechanical process piping, fittings and flow-meter installed complete in place	400519	1	LS	$101,478.00
21	Surge relief valve and vault complete in place	400562	1	LS	$22,014.00
22	Pump VFDs, controls and level sensor	262923	1	LS	$464,462.00
23	Odor control unit complete in place	443121	1	LS	$96,440.00
24	Site water system complete in place	333113	1	LS	$112,650.00
25	Site process piping complete in place	400519	1	LS	$203,228.00
26	Site wastewater piping complete in place	333113	1	LS	$74,996.00
27	Force-main 1 10,481 of 10 inch PVC pipe	333400	1	LS	$1,581,549.00
28	Force-main 1 road repair	Plan Reference	1	LS	$472,749.00
29	2-4inch PVC communication conduit and hand-hole complete in place	Plan Reference	1	LS	$734,510.00
30	New fiber optic line complete in place	Plan Reference	1	LS	$117,016.00
31	Site electrical inclusive of transformer, light poles, communication and power lines complete in-place	260513	1	LS	$192,659.00
32	New standby generator building structure and finishing's complete in place	032000	1	LS	$396,435.00

33	Standby generator installed complete in-place	263213	1	LS	$106,320.00
34	Aboveground fuel tank complete in place	231323	1	LS	$62,119.00
35	Wastewater pump station and headworks start-up and testing	018200	1	LS	$94,136.00
36	Baza Gardens WWTP Facility Demolition	017320	1	LS	$196,718.00
37	Sludge removal and disposal (30 cubic yards)	012000	1	LS	$9,395.00
38	Equalization tank 1 complete in place	032000	1	LS	$143,720.00
39	Equalization tank 2 complete in place	032000	1	LS	$2,690,986.00
40	Project closeout (not less than 3% of total basic bid)	017700	1	LS	$511,267.00
	Total Basic Bid			LS	$15,530,892.00

NOTES:

1. LS = Lump Sum.

2. All other work, description or specification reference not qualified or not listed in the Bid Schedule are considered incidental work and are an obligation of the Contractor under the various Bid Items as specified in the Bid at no additional cost to GWA.

3. Total basic bid shall include sales tax and all applicable taxes and permit fees.

4. The price bid for each item represents the total price for furnishing all materials, equipment, labor, tools and incidentals necessary to complete the work in-place.

BASIS OF SELECTION

Award will be based on the Total Basic Bid, and available funding. In the event that all qualified bids received exceed the available funding, GWA shall deduct, from all qualified bids, the following deductive bid items in any order and selection required to meet the available funds.

Deductive Bid Items listed in no order of preference:

Item	Description	Specification Reference	Est. Qty.	Unit	Total
38	Equalization tank 1 complete in place	032000	1	LS	Same as Bid Schedule
39	Equalization tank 2 complete in place	032000	1	LS	Same as Bid Schedule

Exhibit C (5 of 7)

SUMITOMO MITSUI CONSTRUCTION CO.,LTD.
Guam Office : P. O. Box 9670 Tamuning, Guam 96931

May 11, 2017

Mr. Thomas F. Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Project: **IFB-05-ENG-2017**
Baza Gardens Wastewater Cross-Island Pumping and Conveyance System Phase III
GWA Project No.: S15-008-BND

Reference: Your Letter Dated May 10, 2017

Dear Mr. Cruz,

In response to your request, we hereby confirmed that our total bid amount is $15,530,892.00 as submitted. Please see attached page 4 part of the bid schedule showing bid item no. 19 with typographic error. Bid item no. 19 amount should be $249,566.00 and not $249,556.00 as indicated. Also attached is the corrected page 4 part of the bid schedule reflecting the correct amount for bid item no.19 if needed.

Should you have any other questions, please let us know.

Sincerely,

Takeyuki Shiino

General Manager

CC: SMCC file with Attachments

Exhibit C (6 of 7)

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6035

May 10, 2017

Sumitomo Mitsui Construction Co., Ltd.
P.O. Box 9670
Tamuning, Guam 96931

Attention: Mr. Takeyuki Shiino
General Manager

Project: IFB-05-ENG-2017
Baza Gardens Wastewater Cross-Island Pumping and Conveyance – Phase III
GWA Project No. S15-008-BND

Hafa Adai Mr. Shiino,

The Guam Waterworks Authority (GWA) has completed the evaluation of bid proposal for the above project to determine if bids are responsive to the invitation.

Apparently, Sumitomo-Mitsui Construction Co., Ltd. submitted the lowest bid amount of $15,530,892.00. However, upon verification of bid proposals GWA obtained the total amount of **$15,530,882.00.** Because of discrepancy in the amount, you are hereby requested to submit a confirmation of bid price statement as soon as possible to avoid delays in awarding the contract.

Sincerely,

THOMAS F. CRUZ, P.E.
Chief Engineer

Exhibit C (7 of 7)

16	Parshall flume complete in place	400207	1	LS	$21,938.00
17	Rotary screen complete in place	462133	1	LS	$1,074,438.00
18	Grit removal system complete in place	462363	1	LS	$675,254.00
19	Wastewater pumps complete in place	431311	1	LS	$249,556.00
20	Pump station and headworks mechanical process piping, fittings and flow-meter installed complete in place	400519	1	LS	$101,478.00
21	Surge relief valve and vault complete in place	400562	1	LS	$22,014.00
22	Pump VFDs, controls and level sensor	262923	1	LS	$464,462.00
23	Odor control unit complete in place	443121	1	LS	$96,440.00
24	Site water system complete in place	333113	1	LS	$112,650.00
25	Site process piping complete in place	400519	1	LS	$203,228.00
26	Site wastewater piping complete in place	333113	1	LS	$74,996.00
27	Force-main 1 10,481 of 10 inch PVC pipe	333400	1	LS	$1,581,549.00
28	Force-main 1 road repair	Plan Reference	1	LS	$472,749.00
29	2-4inch PVC communication conduit and hand-hole complete in place	Plan Reference	1	LS	$734,510.00
30	New fiber optic line complete in place	Plan Reference	1	LS	$117,016.00
31	Site electrical inclusive of transformer, light poles, communication and power lines complete in-place	260513	1	LS	$192,659.00
32	New standby generator building structure and finishing's complete in place	032000	1	LS	$396,435.00

$249,566.00

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO 30-FY2017

RELATIVE TO APPROVING THE GUAM WATERWORKS AUTHORITY ANNUAL FY 2017 TRUE-UP AND FISCAL YEAR 2018 BUDGET

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA Management has formulated and thoroughly reviewed the Fiscal Year 2017 projected year end results in conjunction with the development of Management's proposed Fiscal Year 2018 (FY2018) Budget and does hereby submit said budget to the CCU for their approval; and

WHEREAS, FY2018 is the fifth (5th) and final year of GWA's Five (5) Year FY2014-FY2018 Rate Plan approved by the CCU and the Guam Public Utilities Commission (PUC) in 2013; and

WHEREAS, the Five (5) Year Rate Plan (Rate Plan) consists of annual rate increases in the aggregate of 57% during the Rate Plan period with a 4% increase for basic, and non-lifeline rates in Fiscal Year 2018 ; and

WHEREAS, rate increases (during the Rate Plan period) are subject to an annual true-up to determine the sufficiency and reasonableness of the increase for the year under consideration; and

WHEREAS, rate increases are necessary to maintain financial stability and meet obligatory requirements such as bond debt covenants; and

WHEREAS, the rate increase is anticipated to generate an additional $6 million in FY2018 which is necessary as a result of debt service increasing by $5 million in FY2018; and

WHEREAS, the impact of the proposed rate increase on a typical residential customer is in the range of $1-$2 a month or 2% for an average residential customer consuming between 5k-7k gallons of water per month; meanwhile non-residential customers such as hotel and retail consumers will likely see the full 4% increase as reflected on Exhibit A attached herein; and

WHEREAS, the foremost and principal cost driver for this year's true-up filing is GWA's obligatory requirement for protecting public health and environment; and improving service levels; and

WHEREAS, complying with these mandates significantly impacts the burden on ratepayers such as multiple years of rate increases and GWA's financial resources and stability such as the need to issue System Revenue Bonds to pay for significant capital investments required by the 2011 Federal Court Order (CO) and to pay for a stepped-up operation, maintenance and repair program for GWA's infrastructure; and

WHEREAS, after careful analysis of recent and new developments since the preceding annual true-up filing, including financial policies adopted and approved by the CCU and taken into account in the development of the Rate Plan, rate covenants and known and measurable changes in costs and conditions since the approval of the Rate Plan, the FY 2018 budget projection recommended by Management for approval by the CCU proposes a rate increase of 4% for basic, and non-lifeline rates across all rate structures and customer classes, and a 3.75% increase for the legislative surcharge; and

WHEREAS, operating revenues are projected to reach $112 million in FY2018 derived from approximately $69 million in water sales, $39 million in wastewater; $3 million from the legislative surcharge; $700 thousand in Other revenues and $553 thousand in System Development Charges; and

WHEREAS, operating costs are earmarked at $24 million in salaries and benefits; $12 million in electrical costs; $8 million in water purchases; $12 million in administrative and general expenses; $4 million in contractual expenses; $265 thousand for regulatory costs; $685 thousand in bad debts; $18 million in depreciation and $3 million in retiree supplemental annuities and health care for a combined Fiscal Year 2018 total of $84 million; and

WHEREAS, the budget, as recommended, allows GWA a staff level of 395 full time employees (FTE) to meet O&M activities ; and

WHEREAS, the True-up and FY2018 Budget represents Management's best estimates of resources necessary to carry out its strategic objectives consonant with the Authority's mission; and

WHEREAS, it is the General Manager's desire to be granted budget transfer authority to modify or adjust budget amounts among and between budget expense categories in the event of changed conditions unanticipated in the FY2018 Budget request; and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the items listed herein:

Section 1. The foregoing recitals hereby constitute the findings of the CCU.

Section 2. The CCU affirms management's recommended rate increase of 4% for basic, and non-lifeline rates across all rate structures and customer classes, and a 3.75% increase for the legislative surcharge (Exhibit A).

Section 3. The Fiscal Year 2018 Proposed Budget of $112 million and $84 million of operating revenues and expenses, respectively, in addition to other cash flow requirements such as debt service, bond reserves, working capital and conforming to the rate covenants for the bond indenture (1.25) and PUC (1.75) are just and reasonable.

Section 4. The General Manager is authorized a staff level not to exceed 395 Full- time employees for FY2018.

Section 5. The General Manager is authorized to transfer funds up to 10% between and among O&M Budget expenses as necessary to meet the mission of GWA. Any transfer(s) greater than 10% requires CCU approval.

RESOLVED that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2016.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities, as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES:	4
NAYS:	0
ABSTENTIONS:	0
ABSENT:	1

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

RESIDENTIAL
Assumptions:
Residential - R1 Customer
5000 gals

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 21.69	$ 22.56
Water Consumption:		
Lifeline	15.05	15.05
Non-Lifeline		
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	0.80	0.85
Sub-Total Water	$ 37.54	$ 38.45
Sewer Charge (Fixed)	$ 27.54	$ 27.54
Surcharge:		
PUC		
Legislative Surcharge (retirement)		
Sub-Total Wastewater	$ 27.54	$ 27.54
TOTAL BILL	$ 65.08	$ 65.99
Increase Bill ($)		$ 0.91

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Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

RESIDENTIAL
Assumptions:
Residential - R1 Customer
7500 gals

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 21.69	$ 22.56
Water Consumption:		
Lifeline	15.05	15.05
Non-Lifeline	25.80	26.83
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	1.76	1.85
Sub-Total Water	$ 64.30	$ 66.29
Sewer Charge (Fixed)	$ 27.54	$ 27.54
Surcharge:		
PUC		
Legislative Surcharge (retirement)		
Sub-Total Wastewater	$ 27.54	$ 27.54
TOTAL BILL	$ 91.84	$ 93.83
Increase Bill ($)		$ 1.99

GUAM WATERWORKS AUTHORITY
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P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

COMMERCIAL I _ACCOUNT
Assumptions:
Commercial I -C1 Customer - Grocery Store
35,910 gal per month -current

		Current FY 2017		Proposed FY2018
Water				
Basic Charge	$	21.69	$	22.56
Water Consumption:				
Lifeline				
Non-Lifeline		461.08		479.53
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		17.86		18.83
Sub-Total Water	$	500.64	$	520.91
Sewer Charge	$	203.39	$	211.53
Surcharge:				
PUC		-		-
Legislative Surcharge (retirement)		7.53		7.93
Sub-Total Wastewater	$	210.92	$	219.46
TOTAL BILL	$	711.56	$	740.38
Increase Bill ($)			$	28.82

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

HOTEL ACCOUNT
Assumptions:
Hotel - HA Customer
6,500,000 gal per month - current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 343.27	$ 357.00
Water Consumption:		
Lifeline		
Non-Lifeline	83,460.00	86,798.40
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	3,100.72	3,268.33
Sub-Total Water	$ 86,903.99	$ 90,423.73
Sewer Charge	$ 89,648.00	$ 93,233.92
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	3,316.98	3,496.27
Sub-Total Wastewater	$ 92,964.98	$ 96,730.19
TOTAL BILL	$ 179,868.97	$ 187,153.92
Increase Bill ($)		$ 7,284.95

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
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P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

EXHIBIT A

COMPARATIVE MONTHLY BILL – COMBINED

GOVERNMENT - G6 ACCOUNT
Assumptions:
Government - G6 Customer-High School
73,000 gal per month - current

	Current FY 2017	Proposed FY2018
Water		
Basic Charge	$ 126.47	$ 131.53
Water Consumption:		
Lifeline		
Non-Lifeline	937.32	974.81
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	39.36	41.49
Sub-Total Water	$ 1,103.15	$ 1,147.83
Sewer Charge	$ 591.01	$ 614.65
Surcharge:		
PUC	-	-
Legislative Surcharge (retirement)	21.87	23.05
Sub-Total Wastewater	$ 612.88	$ 637.70
TOTAL BILL	$ 1,716.03	$ 1,785.53
Increase Bill ($)		$ 69.50

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GPA RESOLUTION NO. 2017-22
GWA RESOLUTION NO. 31-FY2017

RELATIVE TO AUTHORIZING AN INCREASE OF OBLIGATING AUTHORITY FOR THE GENERAL MANAGERS OF GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY

WHEREAS, 12 GCA Chapter 79 created the Consolidated Commission on Utilities (CCU) and authorized the Consolidated Commission on Utilities (CCU) to exercise powers vested in them by the laws establishing the Guam Power Authority (GPA) and the Guam Waterworks Authority (GWA); and

WHEREAS, the current obligating authority granted to the General Managers of GPA and GWA by the CCU is limited to $250,000; and

WHEREAS, any GPA or GWA expenditure above the $250,000 threshold requires the Consolidated Commission on Utilities approval; and

WHEREAS, the Consolidated Commission on Utilities grants approval for expenditures above the $250,000 threshold based on sound justification and prudent governmental and business practices; and

WHEREAS, the current process requires GPA and GWA to return to the CCU for approval of any change orders of any amount approved above the $250,000 threshold; and

WHEREAS, the CCU desires to streamline the approval process by allowing the General Managers of GPA and GWA the authority to obligate their respective agencies, including change orders, up to and including the threshold amount of $750,000.00; and

WHEREAS, the $750,000.00 threshold will not alter or diminish the current statutory requirements of any applicable notification to the Guam Attorney General's office and/or Guam Public Utility Commission approval;

NOW, THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities as follows:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. After careful consideration of existing policies and best practices, the Consolidated Commission on Utilities finds that authorizing the General Managers of GPA and GWA to obligate their agencies up to and including the amount of $750,000.00 is reasonable and prudent.
3. The General Managers of GPA and GWA are hereby authorized an increase in obligating authority up to and including $750,000.00 without further CCU approval.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 4

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

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CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 32-FY2017

RELATIVE TO RATIFICATION AND APPROVAL OF PURCHASES UNDER INDEFINITE QUANTITY CONTRACT WITH BADGER METER INC. FOR GWA WATER METERS OF VARIOUS SIZES AND ACCESSORIES

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA has advertised by an Invitation for Bid (IFB) 2015-13 soliciting bid proposals from experienced and responsive bidders to provide water meters to replenish Guam Waterworks Authority stock as needed for water meter change outs and new installations; and

WHEREAS, there were two (2) responsive and responsible bidders who offered water meters of various sizes and accessories meeting the requirements of IFB 2015-13; and

WHEREAS, the IFB 2015-13 offers were evaluated by GWA's review committee; and

WHEREAS, GWA's review committee determined that the offer for "All or None Bid for water meters of various sizes and accessories" with an estimated amount of Four Hundred Twenty Seven Thousand Five Hundred Forty Dollars and Two Cents ($427, 540.02) over a three (3) year contract term, made by Badger Meter Inc. is fair and reasonable, and recommended Badger Meter Inc.be awarded the contract [EXHIBIT A]; and

WHEREAS, GWA issued a Notice to Proceed to Badger Meter Inc. on February 23, 2016 at which time Badger Meter Inc. accepted the notice [EXHIBIT B]; and

WHEREAS, GWA Management seeks CCU ratification of procurement related to IFB 2015-13 in the total amount of Two Hundred Twenty One Thousand Seven Hundred Forty Four Dollars and Six Cents ($221,744.06), for purchases in excess of the General Manager's authorized threshold [EXHIBIT C]; and

WHEREAS, GWA Management seeks CCU approval to purchase additional meters under IFB 2015-13 in the amount of Four Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars and Forty Cents ($475,376.40) [EXHIBIT D]; and

WHEREAS, GWA Management seeks CCU approval and ratification of IFB 2015-13 for water meters of various sizes and accessories indefinite quantity bid in the amount of Six Hundred Ninety Seven Thousand One Hundred Twenty Dollars and Forty Six Cents ($697,120.46), which is the sum of purchase orders issued totaling Two Hundred Twenty One Thousand Seven Hundred Forty Four Dollars and Six Cents ($221,744.06) plus additional meters requested at a cost of Four Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars and Forty Cents ($475,376.40); and

WHEREAS, the source of funding for the water meter purchases is Internally Funded Capital Improvement Projects.

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the following:

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the terms of the bid proposal submitted by "Badger Meter Inc." are fair and reasonable.
3. There was no indication of bad faith or fraud in any of the procurements contained therein.

4. The Indefinite Quantity procurement used for these purchases is in the best interest of the territory of Guam and the Guam Waterworks Authority.
5. The CCU ratifies the encumbered purchases under previously issued purchase orders relative to indefinite quantity contract with Badger Meters Inc. in the total amount of Two Hundred Twenty One Thousand Seven Hundred Forty Four Dollars and Six Cents ($221,744.06) (EXHIBIT C) and approves currently planned purchases in the amount of Four Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars and Forty Cents ($475,376.40) (EXHIBIT D) and future planned purchases under the Indefinite Quantity procurement up to a cumulative total of One Million Dollars ($1,000,000.00).
6. The CCU authorizes the General Manager to petition the Public Utilities Commission for approval of the IFB 2015-13 in the event GWA anticipates the procurement will exceed the One Million Dollars ($1,000,000.00) threshold as required by Docket 00-04.

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 23rd day of May 2017.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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//

I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities, as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 4

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

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EXHIBIT A

GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

MEMORANDUM

TO: Miguel C. Bordallo, P.E., General Manager

CC Vincent Guerrero, SMA

FROM: Evaluation Committee Members

SUBJECT: Recommendation of Award
(Water Meters Various & Accessories)

DATE: January 26, 2016

Invitation for Bid No: GWA 2015-13 was officially announced and advertised in the Pacific Daily News, Marianas Variety and Guam Waterworks Authority Website on Sept 25, 2015 and open as scheduled on October 14, 2015 @ 10:00 am. Fifteen (15) prospective bidders expressed their interests by acknowledging receipt of the bid package thru GWA's website.

Bidders Register:

1. Canton Construction
2. Manhattan Guam Inc.
3. FS
4. Benson Guam
5. JMI Edison
6. Barret Plumbing
7. Monhar Construction
8. Supreme Group Guam
9. American Int. Supply
10. American Water Works
11. USSI
12. Zenner Performance
13. GPE Ent.
14. Badger Meter Inc
15. Americas Best Electricmart

Of the fifteen (15), two (2) submitted their bid package, namely:

- Badger Meter Inc.
- Americas Best Eletricmart

An evaluation committee was formally assembled and met on October 28, 2015 @ 9:00 am in Procurement's office to review/discuss and evaluate the bid.

Committee members consist of:

- Marc Lopez

- Karen Grape
- Albert Perez
- Peter Salas

The committee members determined that Badger Meter Inc. submitted the lowest cost however, in-order for Badger Meter to be considered a responsive bidder, as part of the bid requirement, badger Meter Inc. is required to submit a Guam Business License in order to be consider for award.

On November 04, 2015, GWA notified Badger and requested they submit a Guam business license as specified in the bid, on January 07, 2016 Badger Meter compiled and submitted a Guam business license, On January 12, 2016 the committee members reconvened and confirmed the requirement have been submitted by Badger and thereby agreed and accepted the bid offer from Badger Meter Inc. In closing, the committee members recommend the award issued to Badger.

Badger Meter Bid Cost:

Item No	Description	Estimated Qty	Unit Cost	Total Cost
1.1	Badger Water Meter RCDL Model 25 LL Disc Meter (NSF 61-G) 5/8" x ¾-3/4 Bore (3/4" x 7 ½")	500 each	$143.66	$71,775.00
1.2	Badger Water Meter 1 Inch RCDL Model 55 LL Disc Meter (NSF 61-G) 1" (1 x 10 ¾")	10 each	$226.87	$2,268.70
1.3	Badger Water Meter 1 ½" Inch RCDL Model 120 LL Disc Meter (NSF 61-G)	10 each	$361.74	$3,617.40
1.4	Badger Water Meter 2" Inch RCDL Model 170 Disc Meter (NDF61-G).	15 each	$540.52	$8,107.80

1.5	Badger Water Meter 3" inch. RCDL Turbo Series Meter LL (NSF 61-G).	5 each	$738.12	$3,690.60
1.6	Badger Water Meter 4" inch. RCDL Turbo Series Meter LL (NSF 61-G).	5 each	$1,200.92	$6,004.60
1.7	Badger Water Meter 6" inch. RCDL Turbo Series Meter LL (NSF 61-G).	2 each	$2,202.86	$4,405.72
1.8	Badger Water Meter 8" inch. RCDL Turbo Series Meter LL (NSF 61-G).	1 each	$3,001.71	$3,001.71
1.9	Badger Water Meter 10" inch. RCDL Turbo Series Meter LL (NSF 61-G).	1 each	$4,080.77	$4,080.77
1.10	Badger Water Meter 3" inch. RCDL Compound Series Meter LL (NSF 61-G).	5 each	$1,772.38	$8,861.88
1.11	Badger Water Meter 4" inch. RCDL Compound Series Meter LL (NSF 61-G).	1 each	$2,789.88	$2,789.88

1.12	Badger Water Meter 6" Inch. RCDL Compound Series Meter LL (NSF 61-G).	1 each	$3,953.04	$3,953.04
1.13	External Plate Strainer	1 each	$309.01	$309.01
1.14	3"External Plate Strainer	1 each	$405.65	$405.65
1.15	4" LL Bronze External Plate Strainer	1 each	$545.33	$545.33
1.16	6" LL Bronze External Plate Strainer	1 each	$761.12	$761.12
1.17	External Plate Strainer	1 each	$2,051.31	$2,051.31
1.18	External Plate Strainer	1 each	$4,567.20	$4,567.20
1.19	Assembly Elliptical 1-1/2"	1 each	$144.50	$144.50
1.20	Assembly Elliptical 2" Flange Brass	1 each	$195.50	$195.50
1.21	No Register, Orion ME Note: Add-on for each compound meter purchase	1 each	$107.30	$107.30
1.22	Badger M2000 2"	1 each	$1,863.00	$1,863.00
	Badger M2000 3"	1 each	$1,964.70	$1,964.70
	Badger M2000 4"	1 each	$2,070.90	$2,070.90
	Badger M2000 6"	1 each	$2,330.10	$2,330.10
	Badger M2000 8"	1 each	$2,640.60	$2,640.60

Summary:

This is an "Indefinite Quantity Bid" pursuant to the Guam Procurement Regulations. The quantities reflected are only estimated and not guarantee of amounts to be purchased.
Quantities may increase or decrease thru the duration of the contract and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity and the amounts set forth in this bid are only estimates of needs for the near term.

Contract Term:

GWA and the lowest responsible bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is three (3) years with two (2) one year options to renew, subject to availability of funds and agreement between the parties.

Concurred and accepted by the committee members:

Marc Lopez 01-22-2016
Marc Lopez, Associate Engineer

January 22, 2016
Karen Cheryl O. Grape, Management Analyst III, Operations

January 22, 2016
Albert Perez, Inventory Management Officer

Your approval is greatly appreciated.

Peter Salas.
Peter Salas

In consideration of the foregoing, please indicate your approval of this recommendation by your signature below.

[✓] CONCURRED [ ] UNCONCURRED

VINCENT ED. GUERRERO, SMA

[✓] APPROVED [ ] DISAPPROVED

1-29-14

MIGUEL C. BORDALLO, P.E. GENERAL MANGER

MCB/vg/ecm

EXHIBIT A

GWA IFB 2015-13 WATER METERS VARIOUS SIZES AND ACCESSORIES (ALL OR NOTHING)

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1.1	Badger Water Meter 5/8"X3/4"	500 EACH	$ 143.55	$ 71,775.00
1.2	Badger Water Meter 1"	10 EACH	$ 226.87	$ 2,268.70
1.3	Badger Water Meter 1-1/2"	10 EACH	$ 361.74	$ 3,617.40
1.4	Badger Water Meter 2"	15 EACH	$ 540.52	$ 8,107.80
1.5	Badger Water Meter 3" Turbo	5 EACH	$ 738.12	$ 3,690.60
1.6	Badger Water Meter 4" Turbo	5 EACH	$ 1,200.92	$ 6,004.60
1.7	Badger Water Meter 6" Turbo	2 EACH	$ 2,202.86	$ 4,405.72
1.8	Badger Water Meter 8" Turbo	1 EACH	$ 3,001.71	$ 3,001.71
1.9	Badger Water Meter 10" Turbo	1 EACH	$ 4,080.77	$ 4,080.77
1.10	Badger Water Meter 3" Compound	5 EACH	$ 1,772.38	$ 8,861.90
1.11	Badger Water Meter 4" Compound	1 EACH	$ 2,789.88	$ 2,789.88
1.12	Badger Water Meter 6" Compound	1 EACH	$ 3,953.04	$ 3,953.04
1.13	2" External Plate Strainer	1 EACH	$ 309.01	$ 309.01
1.14	3" External Plate Strainer	1 EACH	$ 405.65	$ 405.65
1.15	4" Bronze External Plate Strainer	1 EACH	$ 545.33	$ 545.33
1.16	6" Bronze External Plate Strainer	1 EACH	$ 761.12	$ 761.12
1.17	8" External Plate Strainer	1 EACH	$ 2,051.31	$ 2,051.31
1.18	10" External Plate Strainer	1 EACH	$ 4,567.20	$ 4,567.20
1.19	Assembly Elliptical 1-1/2"	1 EACH	$ 144.50	$ 144.50
1.20	Assembly Elliptical 2" Flange Brass	1 EACH	$ 195.50	$ 195.50
1.21	No Register Orion ME	1 EACH	$ 107.30	$ 107.30
1.22	Badger M2000 2"	1 EACH	$ 1,863.00	$ 1,863.00
	Badger M2000 3"	1 EACH	$ 1,964.70	$ 1,964.70
	Badger M2000 4"	1 EACH	$ 2,070.90	$ 2,070.90
	Badger M2000 6"	1 EACH	$ 2,330.10	$ 2,330.10
	Badger M2000 8"	1 EACH	$ 2,640.60	$ 2,640.60
		TOTAL COST		$ 142,513.34

AT THREE YEARS =
$427,540.02

EXHIBIT B

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913
Tel: (671) 300-6026/27 Fax: (671) 649-3750

FEB 2 3 2016

NOTICE TO PROCEED

Ms. Theresa M. Szafranski
4545 W Brown Deer Road
P.O. Box 245036
Milwaukee, Wisconsin 53224-9536

Telephone: 414-355-0400/800-876-3838

Project No: GWA IFB 2015-13
Project Name: Water Meters Various Sizes and Accessories

Dear Theresa,

You are hereby notified to commence work in accordance with the contract dated **5th** day of **February**. This letter constitutes your official Notice to Proceed (NTP) for the above referenced bid.

Sincerely,

Vince Guerrero, CPM
Supply Management Adm.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 23rd day of February, 2016.

Contractor: BADGER METER, INC.

Print Name & Title: Theresa M. Szafranski, Assistant Secretary

Signature: Theresa M. Szafranski

EXHIBIT C

GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building| 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Encumbered Purchase Orders Relative to IFB 2015-13

Badger PO No	PO Amount	PO Date
299095	$35,205.27	2/22/2016
299176	$11,659.70	3/10/2016
299326	$3,001.71	3/30/2016
299501	$102,727.15	5/20/2016
299506	$107.30	5/20/2016
299508	$7,291.20	5/20/2016
299769	$10,722.58	8/12/2016
299861	$14,355.00	9/1/2016
299963	$43,088.30	9/26/2016
300089	$28,710.00	10/24/2016
300312	$49,793.35	12/14/2016
300343	$43,065.00	12/20/2016
300515	$57,420.00	2/7/2017
300583	$14,355.00	3/8/2017
300610	$50,242.50	3/23/2017
TOTAL	$471,744.06	
*as of 5/11/2017		

Copies of all Purchase Orders attached.

Purchase Order Issuances	$471,744.06
GM Procurement Authority	$250,000.00
CCU Ratification	$221,744.06

CCU Ratification	$221,744.06
Additional Purchases	$475,376.40
Total	$697,120.46

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

April 26, 2016

Amendment No: 016-0077

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 299095 -000-OP
Subject: Amendment No: 2 / REF: OR# 27021

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. (X) marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other**: AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $34,297.09 TO NOW READ NEW PO AMOUNT $35,205.27 A PRICE INCREASE OF $908.18. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO AMENDMENT $2,894.74 WITH A NEW AIRFREIGHT COST $3,802.92. ***ALL OTHERS REMAIN THE SAME.***

4-29-16
MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

Comments:

_____/_____
Vendor Signature **Date**

GUAM WATERWORKS AUTHORITY

1 : Page
3410 : B/U
04/26/16 : Date
FOB GWA : F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299095-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.03.1 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 27053 OR# 27021 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and special provisions to this bid. * Contract Term: The initial term of the contract is three (3) years with two (2) one year options tore new, subject to availability of funds and agreement between the parties. * Delivery: Delivery time is 45 days from the date on the Notice to proceed.					
METER, Badger AMR 1" RCDL M55 LL Disc Meter	15	EA	226.87	EA	3,403.05
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS CHECK if your total cost exceeds this total. >>

TOTAL $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo - General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410 : B/U
04/26/16 : Date
FOB GWA : F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299095-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 1-1/2" RCDL M120 LL Disc Meter 47474	15	EA	361.74	EA	5,426.10
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	10	EA	540.52	EA	5,405.20
METER READING SYSTEM, ORION ME NO REGISTER 61604	160	EA	107.30	EA	17,168.00
AMENDMENT ISSUED TO INCLUDE AIRFREIGHT CHARGES OF $2,894.74 WITH A PRICE INCREASE TO THE PURCHASE ORDER FROM $31,402.35 TO NOW READ NEW PURCHASE ORDER TOTAL AMOUNT AT $34,297.09. REASON FOR THE METERS ARE URGENTLY NEEDED FOR NEW INSTALL ACOUNTS. ALL OTHERS REMAIN THE SAME. - AMENDMENT NO: 016-0046 DATED: MARCH 18, 2016					
AMENDMENT ISSUED 23296	1	EA	2,894.74	EA	2,894.74
AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $34,297.09 TO NOW READ NEW PO AMOUNT $35,205.27 A PRICE INCREASE OF $908.18. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO AMENDMENT $2,894.74 WITH A NEW AIRFREIGHT COST $3,802.92. ALL OTHERS REMAIN THE SAME. - AMENDMENT NO: 016-0077 DATED: APRIL 26, 2016 AMENDMENT #2					
AMENDMENT ISSUED 23296	1	EA	908.18	EA	908.18

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 35,205.27

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 4/29/16

Miguel C. Bordallo - General Manager
NAME TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

April 26, 2016

Amendment No: 016-0076

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 299176 -000-OP
Subject: **Amendment No: 1** / REF: OR# 27337

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. (X) marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other**: AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $11,362.38 TO NOW READ NEW PO AMOUNT $11,659.70 A PRICE INCREASE OF $297.32. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO $1,667.18 WITH A NEW AIRFREIGHT COST $1,964.50. ***ALL OTHERS REMAIN THE SAME.***

4-29-16
MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

Comments:

_____/_____
Vendor Signature **Date**

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
04/26/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299176-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

CONDITIONS
GPR 3-202.02
Requested by: Albert P.
Authorized Personnel: Albert Perez
Business Unit: 3410
G/L Account No. 500.151 / Inventory Items
Funding Source (Revenue Funded)
OQ# 27337 OR# 27156

IMPORTANT NOTICE TO VENDORS:
" All invoices must indicate P.O. Number for payment
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly
" Submit signed & dated P.O. acknowledgement with invoice
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.

SPECIFICATIONS (ARTICLES OR SERVICES):

REFERENCE: IFB 2015-13 WATER METERS

* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	5	EA	738.12	EA	3,690.60
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	5	EA	1,200.92	EA	6,004.60
AIR FREIGHT 13549	1	EA	1,667.18	EA	1,667.18

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS UNDER if your total cost exceeds this total. >>

TOTAL A $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo - General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: B/U
04/26/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299176-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $11,362.38 TO NOW READ NEW PO AMOUNT $11,659.70 A PRICE INCREASE OF $297.32. THE COST INCREASE IS OFF THE AIRFREIGHT COST STATED ON THE PO $1,667.18 WITH A NEW AIRFREIGHT COST $1,964.50. ALL OTHERS REMAIN THE SAME.					
AMENDMENT NO: 016-0076					
DATED APRIL 26, 2016					
AMENDMENT ISSUED 23296	1	EA	297.32	EA	297.32

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of marchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 11,659.70

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 4-29-16

Miguel C. Bordallo, General Manager
NAME TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410, B/U
03/30/16, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299326-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 31-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
CONDITIONS GPR 3-202.02 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OGA 2755, OGA 2725, IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. SPECIFICATIONS (ARTICLES OR SERVICES): (NSF 61-G) REFERENCE: IFB 2015-13 WATER METERS * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.				
METER, Badger AMR 8" TURBO RCDL TURBO Series Meter LL 47546	1	EA	3,001.71	EA 3,001.71

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

TOTAL

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

$ 3001.71

ACKNOWLEDGED BY: [signature] DATE: 4/6/16.
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 4.4.16

Miguel C. Bordallo - General Manager
NAME TITLE

POM:CGEL

ACKNOWLEDGEMENT COPY

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

June 03, 2016

Amendment No: 016-0089

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 299501 -000-OP
Subject: **Amendment No: 1** / REF: OR# 27457

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. (X) marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other:** AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $102,782.15 TO NOW READ NEW PO AMOUNT $102,727.15, A DECREASE AMOUNT OF $55.00 AND TO CHANGE THE UNIT COST $143.66 TO NOW READ AS $143.55 FOR "METER, BADGER AMR 5/8" X 3/4" RCDL". ***ALL OTHERS REMAIN THE SAME.***

MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

Vendor Signature Date 6/7/16

Comments:

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page
3410, B/U
06/03/16, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299501-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WARRHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
GPR 3-202.02					
Requested by: Albert P.					
Authorized Personnel: Albert Perez					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 27025 OR# 27457					
-					
IMPORTANT NOTICE TO VENDORS:					
* All invoices must indicate P.O. Number for payment					
* All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
* Submit signed & dated P.O. acknowledgement with invoice					
* GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
* Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
-					
SPECIFICATIONS (ARTICLES OR SERVICES):					
-					
REFERENCE: IFB 2015-13 WATER METERS					
-					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 1" RCDL M55 LL Disc Meter 47466	7	EA	226.87	EA	1,588.09
METER, Badger AMR 1-1/2" RCDL M120 LL Disc Meter 47474	11	EA	361.74	EA	3,979.14
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	9	EA	540.52	EA	4,864.68
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total, >>

TOTAL A $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: s/n
06/03/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 645-3750

No. 299501-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	2	EA	738.12	EA	1,476.24
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	3	EA	1,200.92	EA	3,602.76
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	2	EA	2,202.86	EA	4,405.72
METER, Badger AMR 8" TURBO RCDL TURBO Series Meter LL 47546	1	EA	3,001.71	EA	3,001.71
METER, Badger AMR 10" TURBO RCDL TURBO Series Meter LL 47554	1	EA	4,080.77	EA	4,080.77
METER, BADGER 6"COMP SUM SPLI COMPOUND SUMMATOR SPLITTER 51676	1	EA	3,953.04	EA	3,953.04
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	500	EA	143.55	EA	71,775.00
AMENDMENT ISSUED TO CHANGE TOTAL AMOUNT ON THE PO FROM $102,782.15 TO NOW READ NEW PO AMOUNT $102,727.15, A DECREASE AMOUNT OF $55.00 AND TO CHANGE THE UNIT COST FROM $143.66 TO NOW READ AS $143.55 FOR "METER, BADGER AMR 5/8" X 3/4" RCDL". ALL OTHERS REMAIN THE SAME.					
AMENDMENT NO: 016-0089 DATED: JUNE 3, 2016					
AMENDMENT ISSUED NO COST 60880	1	EA	.00	EA	

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 102,727.15

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

SIGNATURE: [signature] 6/7/16

Miguel C. Bordallo, P.E. General Manager
TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
05/23/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299506-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.02.3 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 27695 OR#: 27506 - IMPORTANT NOTICE TO VENDORS: * All invoices must indicate P.O. Number for payment * All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly * Submit signed & dated P.O. acknowledgement with invoice * GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. * Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METER - ITEM 1.21 * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER READING SYSTEM, ORION ME NO REGISTER 61604	1	EA	107.30	EA	107.30

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 107.30

ACKNOWLEDGED BY: _____ DATE: 6/1/16
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: _____ 5.27.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page 1
3410: B/U
05/23/16: Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299508-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.03.1 Requested by: Lisa S.A. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) GQ# 27695 GP [illegible] IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. SPECIFICATIONS (ARTICLES OR SERVICES):					
METER, Badger AMR 8" COMPOUND RCDL COMPOUND SERIES METER LL 48311	1	EA	7,291.20	EA	7,291.20

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS BLOCK if your total cost exceeds this total. >>

TOTAL $ 7,291.20

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature]

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 : Page
3410, B/U
08/23/16, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299769-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148		45 DAYS	09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
GPR 3-204.02.3					
Requested by: Albert P.					
Authorized Personnel: Warehouse Personnel					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 29402 OR# 27617					
~					
IMPORTANT NOTICE TO VENDORS:					
" All invoices must indicate P.O. Number for payment					
" All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
" Submit signed & dated P.O. acknowledgement with invoice					
" GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
" Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
~					
SPECIFICATIONS (ARTICLES OR SERVICES):					
~					
REFERENCE: IFB 2015-13 WATER METER VARIOUS & ACCESSORIES					
~					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	5	EA	540.52	EA	2,702.60
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	3	EA	738.12	EA	2,214.36
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	3	EA	1,200.92	EA	3,602.76
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL A $

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

POMIGUEL

ORIGINAL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: B/U
08/23/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299769-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	1	EA	2,202.86	EA	2,202.86

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 10,722.58

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

SIGNATURE: [signature] 8.23.16

Miguel C. Bordallo, P.E. General Manager
TITLE

GUAM WATERWORKS AUTHORITY

1 : Page
3410: B/U
09/01/16: Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299861-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.03.1 Requested by: Albert P. / Lisa S.A Authorized Personnel: Warehouse and Meter Personnel Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 28089 OR# 27900 ~ IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. ~ SPECIFICATIONS (ARTICLES OR SERVICES): ~					
METER,Badger 5/8"x3/4" NSF61-G RCDL M25LL Disc Meter Integral 65293	100	EA	143.55	EA	14,355.00

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 14,355.00

SIGNATURE: 9.14.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

Doc. No. 34GL-17-0807.*

GUAM WATERWORKS AUTHORITY

1 : Page
3410 : B/U
09/26/16 : Date
FOB GWA : F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299963-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS GPR 3-204.02.3 Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 28421 OR# 28003 ~ IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. ~ SPECIFICATIONS (ARTICLES OR SERVICES): ~ REFERENCE: IFB 2015-13 WATER METERS ~ * Note: Bidder must comply with all terms and conditions and Special provisions to this bid. ~					
METER, Badger AMR 1" RCDL M55 LL Disc Meter 47466	10	EA	226.87	EA	2,268.70
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	10	EA	540.52	EA	5,405.20
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL	10	EA	738.12	EA	7,381.20
NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"					

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $

SIGNATURE:

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

POMIGUEL

ORIGINAL

GUAM WATERWORKS AUTHORITY

2 : Page
3410: S/O
09/26/16: Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 299963-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2016

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	5	EA	1,200.92	EA	6,004.60
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	10	EA	2,202.86	EA	22,028.60

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 43,088.30

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: Acting GM
FC 9/27/16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

GUAM WATERWORKS AUTHORITY

1 : Page
3410 : B/U
10/24/16 : Date
FOB GWA : F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300089-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Warehouse Personnel Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29181 OR# 29081 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METER - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	200	EA	143.55	EA	28,710.00

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 28,710.00

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: [signature] 10.27.16

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

ORIGINAL

POMIGUEL

GUAM WATERWORKS AUTHORITY

1 Page
3410: B/U
12/14/16: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300312-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
FL 16-124 / FL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS					
2GAR§3109 Competitive Sealed Bidding					
Requested by: Albert P.					
Authorized Personnel: Warehouse Personnel					
Business Unit: 3410					
G/L Account No. 500.151 / Inventory Items					
Funding Source (Revenue Funded)					
OQ# 29579 OR# 29519					
-					
IMPORTANT NOTICE TO VENDORS:					
* All invoices must indicate P.O. Number for payment					
* All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly					
* Submit signed & dated P.O. acknowledgement with invoice					
* GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.					
* Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.					
SPECIFICATIONS (ARTICLES OR SERVICES):					
-					
REFERENCE: IFB 2015-13 Water Meters					
-					
* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 1" RCDL M5S LL Disc Meter 47466	25	EA	226.87	EA	5,671.75
METER, Badger AMR 2" Disc RCDL M170 LL Disc Meter 47482	5	EA	540.52	EA	2,702.60
METER, Badger AMR 3" TURBO RCDL TURBO Series Meter LL 47491	10	EA	738.12	EA	7,381.20

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt and determination is Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

TOTAL

DO NOT FILL THIS AMOUNT if your total cost exceeds this total. >>

$

ACKNOWLEDGED BY: _____ DATE: 12/19/16

SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager

NAME TITLE

PURCHASING.

GUAM WATERWORKS AUTHORITY

2 : Page
3410 : P O
12 14 16 : Date
FOB GWA, P.O B

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 648-3750

No. 300312-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
METER, Badger AMR 4" TURBO RCDL TURBO Series Meter LL 47520	10	EA	1,200.92	EA	12,009.20
METER, Badger AMR 6" TURBO RCDL TURBO Series Meter LL 47538	10	EA	2,202.86	EA	22,028.60

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 49,793.35

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE AB VE ADDRESS

SIGNATURE: [signature] 12-16-14

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913

Jan 30, 2017

Amendment No: 017-0040

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

Vendor No: 00022353
Purchase Order No / Bid No: 300343 -000-OP
Subject: **Amendment No: 1** / REF: OR# 29574

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Format letter. (X) marked in the box opposite the action, is/are the action (s) to be taken:

[ ] Cancel in its entirety

[ ] The substitute item(s) is/are acceptable, proceed with the shipment

[ ] Cancel the balance and consider the order complete

[ ] Please ship VIA A.P.P., Ocean Freight, P.P. Book Post

[ ] Please advise status of our order. URGENT

[X] **Other:** AMENDMENT ISSUED TO CHANGE THE TOTAL AMOUNT ON THE PO FROM $28,710.00 TO NOW READ NEW PO AMOUNT $43,065.00 A PRICE INCREASE OF $14,355.00. THE COST INCREASE IS FOR AN ADDITIONAL 100 EACH METER. ***ALL OTHERS REMAIN THE SAME.***

1-31-17
MIGUEL C. BORDALLO, P.E.
General Manager

Please acknowledge receipt by signing:

2/14/17
Vendor Signature Date

Comments:

GUAM WATERWORKS AUTHORITY

1 Page
3410 B/U
02/01/17 Date
FOB GWA, P.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300343-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT

CONDITIONS
2GAR§3109 Competitive Sealed Bidding
Requested by: Albert P.
Authorized Personnel: Albert Perez
Business Unit: 3410
G/L Account No. 500.151 / Inventory Items
Funding Source (Revenue Funded)
OQ# 29589 OR# 29574

IMPORTANT NOTICE TO VENDORS:
* All invoices must indicate P.O. Number for payment
* All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly
* Submit signed & dated P.O. acknowledgement with invoice
* GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA.
* Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA.

SPECIFICATIONS (ARTICLES OR SERVICES):

REFERENCE: IFB 2015-13 WATER METERS

* Note: Bidder must comply with all terms and conditions and Special provisions to this bid.

METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	200	EA	143.55	EA	28,710.00

AMENDMENT ISSUED TO CHANGE THE TOTAL AMOUNT ON THE PO FROM $28,710.00 TO NOW READ NEW PO AMOUNT $43,065.00 A PRICE INCREASE OF $14,355.00. THE COST INCREASE IS FOR AN ADDITIONAL 100 EACH METERS.

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS GRID IF your total cost exceeds this total. >>

TOTAL $

ACKNOWLEDGED BY: [signature] DATE: 2/14/17
SIGNATURE OF VENDOR

SIGNATURE:

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ACKNOWLEDGEMENT COPY

POMIGUEL

GUAM WATERWORKS AUTHORITY

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02/01/17: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300343-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
ALL OTHERS REMAIN THE SAME.					
AMENDMENT NO. 017-0040					
DATED: JAN 30, 2017					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	100	EA	143.55	EA	14,355.00

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address above above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 43,065.00

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: 2.1.17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

PONTGLEL

GUAM WATERWORKS AUTHORITY

1 : Page
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02/07/17: Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300515-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-126 / PL 21-146			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Warehouse Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29786 OR# 29644 - IMPORTANT NOTICE TO VENDORS: * All invoices must indicate P.O. Number for payment * All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly * Submit signed & dated P.O. acknowledgement with invoice * GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. * Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
MISTER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	400	EA	143.55	EA	57,420.00

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

TOTAL

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

$ 57,420.00

ACKNOWLEDGED BY: _____ DATE: 2/10/17
SIGNATURE OF VENDOR

ORIGINAL

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

SIGNATURE: _____ 2/9/17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

GUAM WATERWORKS AUTHORITY

1 : Page
3410: P/U
03/08/17: Date
FOB GWA: F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300583-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:	SHIP TO:
BADGER METER, INC P.O. BOX 88223 MILWAUKEE WI 53288	GUAM WATERWORKS AUTHORITY 578 N. Marine Corps. Dr. ATTENTION: P & S WAREHOUSE Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
PL 16-124 / PL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29974 OR# 29916 - IMPORTANT NOTICE TO VENDORS: " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly " Submit signed & dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER,Badger 5/8"x3/4" NSF61-RCDL M25LL Disc Meter Integral 65293	100	EA	143.55	EA	14,355.00

NOTE:"SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 14,355.00

ACKNOWLEDGED BY: [signature] DATE: 3/20/17
SIGNATURE OF VENDOR

SIGNATURE: [signature] 3.10.17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

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GUAM WATERWORKS AUTHORITY
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3410, B/U
03/23/17, Date
FOB GWA, F.O.B.

PURCHASE ORDER
GUAM WATERWORKS AUTHORITY

P.O. Box 3010, Hagatna, Guam 96932
PHONE: (671) 647-7818 FAX: (671) 649-3750

No. 300610-000 OP

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.

Payment Terms: Net 30 Days

VENDOR:

BADGER METER, INC
P.O. BOX 88223
MILWAUKEE WI 53288

SHIP TO:

GUAM WATERWORKS AUTHORITY
578 N. Marine Corps. Dr.
ATTENTION: P & S WAREHOUSE
Tamuning GU 96913

AUTHORITY	IFB / REFERENCE	TIME FOR DELIVERY	EXPIRATION
FL 16-124 / FL 21-148			09/30/2017

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE		AMOUNT
CONDITIONS 2GAR§3109 Competitive Sealed Bidding Requested by: Albert P. Authorized Personnel: Albert Perez Business Unit: 3410 G/L Account No. 500.151 / Inventory Items Funding Source (Revenue Funded) OQ# 29931 OR# 29912 - IMPORTANT NOTICE TO VENDORS: * All invoices must indicate P.O. Number for payment * All invoices must indicate on the invoice the Employee's name, Badge Number that must be signed and printed clearly * Submit signed & dated P.O. acknowledgement with invoice * GWA will not be liable for any unauthorized materials that are not listed in the Purchase Order - only the materials listed on the Purchase Order will be paid by GWA. * Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. - SPECIFICATIONS (ARTICLES OR SERVICES): - REFERENCE: IFB 2015-13 WATER METERS - * Note: Bidder must comply with all terms and conditions and Special provisions to this bid.					
METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter 60484	350	EA	143.55	EA	50,242.50

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:
Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

DO NOT FILL THIS ORDER if your total cost exceeds this total. >>

TOTAL $ 50,242.50

ACKNOWLEDGED BY: [signature] DATE: 3/25/17
SIGNATURE OF VENDOR

SIGNATURE: [signature] 3.23.17

Miguel C. Bordallo, P.E. General Manager
NAME TITLE

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

ORIGINAL

EXHIBIT D

GUAM WATERWORKS AUTHORITY
"Better Water, Better Lives."
Gloria B. Nelson Public Service Building| 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Additional Purchases Relative to IFB 2015-13

Description	Amount	Qty
Badger MagMeters	$44,726.40	21 large meters various sizes
3/4" meters	$430,650.00	3,000 meters
Total	$475,376.40	